09-25-14
14-MED-03-0474
1978-01
K31220

MASTER AGREEMENT

Between The

THE NATIONAL TRAIL EDUCATION ASSOCIATION

And The

THE NATIONAL TRAIL BOARD OF EDUCATION

JUNE 29, 2014

THROUGH

JUNE 30, 2015

TABLE OF CONTENTS

ARTICLE	TITLE PAGE	
Article 1	Preamble	1
Article 2	Board Rights	1
Article 3	Procedural Agreement	1-3
Article 4	Association Rights	3-5
Article 5	Non-Discrimination	5
Article 6	Conditions of Employment	5-6
Article 7	Payroll	6
Article 8	Paydays	7
Article 9	Salary Placement	7
Article 10	Regular Contracts	7
Article 11	Supplemental Contracts	8
Article 12	Sequence of Contracts	8-10
Article 13	Sick Leave	10-12
Article 14	Sabbatical Leave	12-13
Article 15	Jury Duty/Eligible Witness Leave	13
Article 16	Professional Leave	13
Article 17	Personal Leave	13-14
Article 18	Family and Medical Leave	14-17
Article 19	Severance Pay	17
Article 20	Grievance Procedures	17-20
Article 21	Complaint Procedure	20-21
Article 22	Class Size	21
Article 23	Inclusion	21
Article 24	Reduction in Force	21-24
Article 25	Staff Directory	24
Article 26	Activity Pass	24
Article 27	Election to Offices	24
Article 28	Mileage	24
Article 29	Group Insurance	24-26
Article 30	Snow Day Notice	26
Article 31	Resolving Complaints against Teachers	26
Article 32	Leadership Teams	26-27
Article 33	Transfers, Vacancies & Promotions	27-28
Article 34	Evaluation	28
Article 35	Student Discipline	28-29
Article 36	Assault Leave	29
Article 37	Military Leave	29
Article 38	Instructional Materials & Supplies	30
Article 39	Teacher Day	30-31
Article 40	Personnel Files	31-32
Article 41	Progressive Discipline Procedures	32-33
Article 42	Savings Clause	33
Article 43	No Strike/Lockout	33
Article 44	STRS Pick-Up Utilizing the Salary Reduction	33-34
Article 45	School Calendar	34
Article 46	Lesson Plans	34
Article 47	Tuition Reimbursement	34-35
Article 48	Maintenance of Rights	35
Article 49	Retirement Incentive	35
Article 50	Local Professional Development Committee Proposal	36-37
Article 51	Fair Share Fee	37-38

Article 52 STRS Retired Teachers employed by District 38-39
Article 53 Background Checks 40
Article 54 Duration of Agreement 40

Addendum A Wage Schedule 41
Addendum B Salary Schedules – 2014-2015 School Year 42
Addendum C Supplemental Pay Schedule 43-44

MEMORANDUM OF UNDERSTANDING 45

ARTICLE 1 - PREAMBLE

A. The National Trail Board of Education, hereinafter referred to as the "Board", and the National Trail Education Association, hereinafter referred to as the "Association" affiliated with the Ohio Education Association, do hereby agree that the welfare of the children of the National Trail Local School District is paramount in the operation of the schools and will be promoted by both parties. The parties, therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities.

B. Because of the above, it is understood and agreed that:

1. The Board of Education, by law, has the final responsibilities for establishing policy in the School District.

2. The Local Superintendent, hereinafter "Superintendent", and his staff have the responsibility for implementing the policies established by the Board.

3. The Board and the Association subscribe to the principle that differences should be resolved through negotiations and/or the grievance procedure without interruption to the school program.

4. Teachers have such privileges as are accorded to professional educators.

C. This agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of said Agreement. In addition, neither the Board nor the Association shall be obligated to negotiate on any item for the life of the Agreement, except as may be provided in this Agreement.

ARTICLE 2 - BOARD RIGHTS

The Board of Education is vested exclusively with rights of management as defined in Revised Code 4117.08(C) and shall otherwise retain all the rights, powers, duties, and authority granted by law and the Constitution of the United States and the State of Ohio, and may adopt, rescind, modify, establish, and maintain rules, regulations, and policies as it deems appropriate; provided, however, that such are not in conflict with this Agreement or applicable state statutes.

ARTICLE 3 - PROCEDURAL AGREEMENT

A. **RECOGNITION**

The Association shall be the recognized bargaining agent for all full or part-time certificated staff excluding the Superintendent, assistant Superintendent(s), building principal(s), assistant building principal(s) and substitutes, and all other for whom certification in supervision or administration is required as a condition of employment.

B. **STATEMENT OF PRINCIPLES**

"Good faith bargaining" means to perform the mutual obligation of the National Trail Local Board of Education, by its representatives, and the representatives of the National Trail Education Association to negotiate at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. This includes executing a written contract

incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

C. **SCOPE OF BARGAINING**

The Board and the Association shall bargain collectively to determine the following:

1. Wages
2. Hours
3. Terms and other conditions of employment.
4. The continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

D. **REQUESTS FOR BARGAINING**

1. Upon a request of either party for a meeting to open bargaining, a mutually acceptable meeting date shall be set not more than ten (10) days following such request. A request for bargaining for a successor contract shall be made not less than ninety (90) days nor more than one hundred twenty (120) days prior to the expiration of this contract.

2. All issues proposed for bargaining shall be reduced to writing in comprehensive style, when necessary, by each party, the Board and the Association, and presented to the other party at the first meeting as a complete package. Written mutual consent shall be necessary for the parties to discuss any additional proposal not submitted at the first meeting.

E. **REPRESENTATION**

1. Each bargaining team shall consist of no more than six (6) persons of which one would be designated as a spokesperson. All bargaining shall be conducted in executive session exclusively by the said teams, but an alternate may be substituted in case of absenteeism. At the first bargaining session, spokespersons will identify all members serving on their team. The parties agree not to add additional individuals to their team after the first bargaining session.

2. The parties may call upon consultants to assist in preparing for bargaining and to use them for consultation during bargaining sessions. The consultant shall be included in addition to the six (6) team members. The expense of the consultants shall be borne by the party requesting them.

F. **BARGAINING MEETINGS**

1. The bargaining team for the Board shall meet at such mutually agreed upon places and times with the bargaining team of the Association for the purpose of good faith bargaining. Following the initial meetings as described above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Section 4117.14 shall govern the bargaining and dispute resolution procedures.

2. Upon request of either party, the bargaining meeting shall be recessed to permit the requesting party a reasonable period to caucus. The period of time shall be thirty (30) minutes unless mutually agreed otherwise.

3. Each bargaining team shall be responsible for their own notes and records of bargaining sessions.

G. **BARGAINING INFORMATION**

1. The Superintendent and/or Treasurer shall furnish the Association, within a reasonable time, and upon written request, such necessary information as may be available and pertinent to the issue(s) to be bargained. Nothing herein shall require the Board to furnish information expressly compiled for the confidential use of the Board's team.

2. The Treasurer shall provide the Association's agent with the following upon request:

   a. Training and experience grid (including supplemental).
   b. Individuals on extended service and amount paid.
   c. Treasurer's monthly financial reports.
   d. Certificated Staff form CS-1.
   e. Any and all Auditor's Amended Certificates of Estimated Resources.
   f. Annual Appropriation Resolution.
   g. Annual Summary Report and rate increase data for all insurance programs identified in this contract.
   h. Any other public documents the Association deems relevant to negotiations.

H. **AGREEMENT**

1. Tentative agreement on bargaining items shall be reduced to writing and initialed by the spokesperson of each party.

2. When substantive agreement on the total agreement is reached, the total agreement shall be reduced to writing and signed by the spokesperson of each bargaining team. Such agreement shall be submitted to the Association's membership for action. The Association shall notify the chief spokesperson for the Board of the Association's action. Upon ratification by the Association, the Board shall take action on the agreement within thirty (30) days. If the agreement is adopted by the parties, it shall be signed by the respective presidents.

I. **DISAGREEMENT**

1. When either party determines that bargaining impasse exists, that party may call upon the mediation services of FMCS to assist in resolving the impasse.

2. Provided at least ninety (90) days have passed since the Notice to Negotiate was delivered, provided this Agreement has expired, provided no successor agreement has been ratified, and provided FMCS mediation has been used, the Association may serve notice and carry out a strike in accordance with Ohio Revised Code 4117.

J. **IMPLEMENTATION**

All items of the collective bargaining contract shall become effective upon ratification unless stated otherwise.

ARTICLE 4 - ASSOCIATION RIGHTS

As the recognized sole and exclusive representative of the teachers, the Association shall have the following rights:

A. The Association President or designee shall be provided one (1) set of all documents provided members of the Board for each Board Meeting at the same time they are provided to Board members except those documents which, in the good faith discretion of the Superintendent, such documents are of such a confidential and/or sensitive nature that it would not be in the best interest of the district to circulate to individuals other than to members of the Board of Education.

B. Use of the bulletin board in the teacher's lounges for Association business.

C. Use, through the Building Principal, of the public address system for announcements to members, except during the student day. Times for making such announcements shall be determined by the Building Principal.

D. Permission to make announcements during faculty meetings.

E. Use of individual teacher mailboxes for correspondence. Teacher mailboxes shall not be marked or labeled in any fashion to denote Association membership. The Administration will make every effort to ensure that teachers' personal mail will be placed in the mailboxes unopened.

F. Visitations to individuals by the Association President, his/her designee, and/or the OEA Consultant shall not interfere with normal teaching duties.

G. Names of newly employed teachers shall be provided to the Association within five (5) working days following Board approval of their contract. The Administration will provide their addresses.

H. The Association shall be granted six (6) days of Association leave.

1. Said leave shall require the approval, in writing, of the Association President.

2. Said leave shall be to attend meetings, conferences, or other organizational affairs in the process of representing teacher interest in general or to attend to securing or obtaining rights of teachers under this contract, the laws, rules and regulations affecting teachers of the State of Ohio, and/or the United States government.

3. Such leave shall be granted without loss of pay upon advance, written notice, to the Superintendent by the Association President of the names of the members and the dates leave is to be taken. Such written notice must be received by the Superintendent at least five (5) days in advance of the proposed leave. No more than three (3) persons shall use Association leave on the same day.

I. Association/Administration Committees-

1. In the interest of sound contract administration and bilateral communication, a joint committee composed of the Association President and three (3) officers and the Superintendent and the respective principals or their administrative designee, will convene monthly to discuss subjects of concern to either party. Additional meetings will be convened if deemed necessary by either party.

It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect and attempt to reach solutions to common problems. The party calling said meeting shall submit an agenda of the meeting. Said agenda must be submitted to the other party at least ten (10) working days prior to the meeting. The meetings shall alternately be chaired by the parties and said meetings shall be scheduled at a time mutually convenient. The party chairing the meeting shall keep minutes and said minutes shall be distributed within one (1) week thereafter to all meeting participants and the Board.

2. Each building shall have a Principal's Advisory Committee (PAC) which will convene monthly to discuss subjects of concern to either party. The committee will be composed of the Principal and teacher members appointed by the Association.

J. The Association may be granted the use of the district's buildings. The Association must submit a written request to the Superintendent at least one week in advance of the proposed use. If the proposed use of the building is for a regular meeting and permission is granted, there will be no charge for that use of the district's building. Requests for uses other than regular Association meetings will be considered by the Superintendent on a case-by-case basis and may be subject to rental and/or other fees. The Association may also be permitted to use the District's copiers to the extent that such use will not disrupt school district operations.

ARTICLE 5 - NON-DISCRIMINATION

A. The parties hereto agree that neither the Board nor the Association shall discriminate against an employee covered hereunder because of his/her membership or non-membership in the Association or his/her activities herein prescribed.

B. The Board, the Association and each employee will cooperate fully with all applicable laws forbidding discrimination on account of age, race, color, creed, religion, sex or political affiliation.

ARTICLE 6 - CONDITIONS OF EMPLOYMENT

A. Each employee must comply with all the rules and regulations of the Board of Education.

B. Teachers should participate on committees and in other school activities, in addition to their normal teaching duties.

C. Each elementary teacher shall prepare and follow a daily schedule which has been approved by the Principal. A copy of the approved schedule shall be filed with the Principal and Local Superintendent within two (2) weeks after the beginning of the school term. Each middle school and high school teacher shall follow the schedule prepared by the Principal.

D. At the close of each school year, each teacher must complete all grades and class work, finish all required reports and cooperate in the joint planning to start the next year on the proper course as to needed supplies, textbooks, etc.

E. Teachers shall be responsible for all school property and equipment entrusted to them. Damage caused by normal depreciation shall not be the responsibility of the teacher. Teachers shall transfer any collected school monies to the building clerk-custodian before the end of the school day.

F. Teachers shall give every reasonable assistance to pupils who need tutoring or other help in their studies when the need is due to absence caused by illness, or other legitimate causes.

G. Teachers shall, insofar as practical, become acquainted with parents of their pupils.

H. Teachers are not to promote, advertise or sell tickets for any organization during school time, nor permit any of their school time to be occupied by agents except as directed by the Principal or Local Superintendent.

I. Teachers shall not permit any soliciting, selling or secure cash for school purposes for school organizations or individuals by pupils or employees of the Board without first securing the recommendation of the Principal and the approval and permission of the Local Superintendent.

J. All staff members submitting articles in which the National Trail Local Schools are mentioned are requested to show the articles to the Principal and Local Superintendent.

K. All teachers should execute their personal, professional, civic and citizenship responsibilities as outlined in the "Code of Ethics" for the State and National Education Associations.

ARTICLE 7 - PAYROLL

A. All employees will be paid by direct deposit and receive direct deposit pay notification via email. The employee will notify the Treasurer's Office of the email address to be used for this purpose.

B. Deductions shall be made from each paycheck for the following:

1. Federal Income Tax
2. Ohio Income Tax (if applicable)
3. Ohio State Teachers Retirement System
4. Medicare (when applicable)

C. Optional deductions may include:

1. Insurance(s) - twice a month
2. Tax Sheltered Annuities - twice a month
3. The regular periodic dues of the United Education Profession (NTEA, WOEA, OEA, NEA), hereinafter "UEP".
4. Credit Union for school employees: Teachers shall be able to participate in the FirstDay Federal Credit Union through payroll deductions. Changes in the amount deducted can be made once per month. Except for the summer months, adjustments shall appear on the check for the payroll period which follows the notice of the authorized changes by the Credit Union. No charge will be made for the changes.
5. Political contributions
6. United Way
7. U. S. Savings Bonds
8. Any other deductions which are mutually agreed to between the teacher and the Treasurer.

D. UEP dues shall be deducted from those teachers who individually and voluntarily authorize such deduction and turn over such authorization to the Treasurer. Deductions shall be in ten (10) equal pay periods commencing the second pay period in October. Dues deductions submitted after the second pay period in October shall be pro-rated if less than ten (10) pays remain. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board and the Association to discontinue such deductions or employment with the Board terminates. Any amounts withheld hereunder shall be transmitted to the Association the payday in which deductions were withheld.

E. The Association agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this section, except for claims arising out of criminal or negligent acts or omissions by the Board or its representatives.

F. Any and all deductions from an employee shall be listed under the correct heading on the paycheck stub. If no heading applies to a deduction, an explanation of the deduction will be included with the paycheck on which the first otherwise unidentified deduction is made.

ARTICLE 8 - PAYDAYS

A. Teachers will receive 24 bi-weekly pays, available on the 15th and 30th of each month over a 12-month period. The first pay for each academic year will be the end of August. If a pay day occurs on a weekend or legal holiday, checks will be available on the last workday preceding the weekend or legal holiday. Deductions shall be made in accordance with the payroll deduction article.

ARTICLE 9 - SALARY PLACEMENT

A. Salary placement for all teachers shall be in accordance with their education, teaching experience, and military service.

B. When placing teachers, the Board shall recognize up to 10 years of experience (retire-rehire candidates shall fall under the retire-rehire stipulations) and up to five (5) years of military service. This provision is effective with the ratification of this Contract, and shall be of no effect for anyone previously or currently employed.

C. Salary adjustments for additional training will be made for the full year upon presentation of an official college transcript or other official documentation from the college or university to the Superintendent by September 15 of any year. A half year adjustment shall occur upon presentation of an official college transcript or other official documentation from the college or university to the Superintendent by February 10 of any year.

D. For the purpose of this Article, teaching service shall be defined as service as a teacher certified pursuant to Section 3319.22, of the Revised Code, or in a public school regardless of the training level. Members employed by the Board on or before June 4, 1986, shall be exempt from the provisions of this sub-section.

ARTICLE 10 - REGULAR CONTRACTS

A. All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

1. Name of teacher.

2. Name of the school district and board of education employing said teacher.

3. Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.

4. Basis of determining compensation (i.e., classroom teacher B.A. degree - 5 years experience).

5. Provision for signature and date of signature of the teacher being contracted.

6. Number of days in teacher contract year (183).

B. The salary basis of determining compensation and the number of days in the teacher contract year for members on continuing contract or during the term of a multi-year limited contract shall be set forth in the annual salary notice.

ARTICLE 11 - SUPPLEMENTAL CONTRACTS

A. **WRITTEN CONTRACT**

All teachers assigned additional responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Such supplemental contract shall including the following information:

1. Name of teacher.
2. Name of the school district and board of education for which responsibility shall be performed.
3. Number of years contract is to be in force.
4. Statement of position and/or responsibility(ies) and compensation to be provided for each supplemental contract.
5. Basis by which compensation will be paid.
6. Total compensation - supplemental.
7. Provision for signature and date of signature by the teacher.

B. **PAYMENT SCHEDULE**

Supplemental contract shall occur in the following manner:

1. Activities for which compensation is One Hundred Dollars ($100) or less, the full payment shall be made at the conclusion of the activity.
2. For seasonal activities, payment shall be made in two equal installments. The first of which shall be made half way through the activity and the remaining half upon completion of the activity.
3. For full year activities, payment shall be made in four (4) equal installments, spaced equally through the year with final payment at the end of the work year.
4. The payment schedule provided herein shall be at the closest regular pay period for all teachers.

ARTICLE 12 - SEQUENCE OF CONTRACTS

Limited Contracts

A. Any teacher employed under a limited contract and not eligible to be considered for a continuing contract shall be deemed re-employed at the same salary or salary increase, plus any increment provided by the salary schedule unless the Board, acting upon the Superintendent's recommendation as to whether or not the teacher should be re-employed, gives such teacher written notice of its intention not to re-employ him/her on or before the first (1st) day of June. For the purpose of this subsection, personal service or posting such written notice in the U. S. Mail by registered or certified mail to such teacher's last known mailing address shall constitute "notice" to the member.

B. Licensed teachers shall be granted limited contracts as follows:

1. All teachers new to the system shall be granted a limited contract with a duration of one (1) year except those teachers employed less than one hundred twenty (120) days who shall be granted a limited contract for the remainder of the school year.

2. a. All teachers who have successfully completed two (2) limited contracts with a duration of one (1) year each, and are recommended by the Superintendent, shall be recommended for a limited contract with a duration of two (2) years.

   b. An experienced teacher new to the System who shows evidence of successful evaluations may be recommended for a contract of two (2) years at the completion of the initial one-year contract.

3. All teachers who have successfully completed two (2) limited contracts with a duration of two (2) years each, referred to in # 2 above, and who have been recommended by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years.

4. All teachers who have successfully completed a limited contract with a duration of three (3) years, and who have been recommended by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years for each contract thereafter.

5. At the conclusion of any limited contract the teacher may be re-employed on a probationary status for a period of one (1) or two (2) years. The formal evaluation procedures must indicate that such action is warranted and a written statement of necessary improvements must be given to the teacher. If the Board elects to grant a contract with a lesser duration than that recommended by the Superintendent, the contract will be one with a probationary status.

6. Teachers who have successfully completed a limited contract with a duration of three (3) years, and who have demonstrated acceptable teaching performance, may be granted a limited contract with a duration of four (4) or five (5) years. Such teachers shall continue to receive a contract of the same period, as long as they continue to demonstrate acceptable teaching performance and are recommended by the Superintendent.

C. **Continuing Contracts**

Teachers are eligible for continuing contract status when they:

1. Have twenty-seven (27) months of successful teaching experience.
2. Have a valid professional, or higher, grade certificate/license in the State of Ohio.

3. Have a Masters degree or 30 semester hours beyond the first teaching license.

4. Have taught in the National Trail Local Schools for three (3) of the last five (5) years, unless they have taught in another school district under a continuing contract; then they must have been employed in the National Trail Local Schools for two (2) years or have been recommended for continuing contract status upon employment. At the time of their employment in the National Trail Local Schools, teachers who have taught in another school district under a continuing contract are responsible for notifying the Superintendent of their prior employment status. Accurately completing the employment application form shall constitute notice.

5. Teacher must submit a letter to the Superintendent requesting a continuing contract on or before April 1.

6. Teachers eligible for continuing contract status shall be considered for such contracts during a multi-year contract.

7. Have been recommended for continuing contract status by the Superintendent.

D. **Licensure**

It shall be the responsibility of each member to apply and qualify for the renewal of any certificate/license and to file such certificate/license with the Treasurer of the Board.

ARTICLE 13 - SICK LEAVE

A. **Accumulation**

A full-time teacher shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month of completed service, unless on a leave of absence, or a total of fifteen (15) days per year, subject to a maximum accumulation of two hundred eighty-two (282) days.

B. **Use of Sick Leave**

1. For absences due to personal illness, recovery from childbirth, disability arising out of pregnancy, injury, exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and to illness, injury, or death in the teacher's immediate family. Leave to attend the funeral of a member of the teacher's immediate family shall be limited to up to five (5) consecutive days per occurrence.

2. The immediate family shall be defined as the teacher's mother, father, grandmother, grandfather, mother-in-law, father-in-law, brother, sister, husband, wife, child (including step/foster relatives of the relationship designated above) or other blood relative living as a permanent resident of the teacher's household.

3. Teachers may use accumulated sick leave provided she/he is on active pay status at the time disability occurs. An estimate of the length of time the teacher will be off shall be provided in writing to the Superintendent prior to a pre-arranged leave or as soon as reasonably possible after the leave begins.

4. Please refer to **Article 18-Family and Medical Leave** eligibility.

C. **Responsibility**

1. Except in cases of urgent necessity, teachers shall notify their building principal or his/her designee when sick leave is to be used.

2. In cases of urgent necessity, teachers are to notify the district approved substitute system (e.g. AESOP, KIOSK) no later than 6:00 A.M. when sick leave is to be used. The principal's office should be notified each day during school hours if a substitute will be needed the following day. All teachers are to complete a sick leave form for the use of sick leave no

later than five (5) days following the last day leave is used. Such sick leave must be taken in one-half or whole day increments. Forms shall be available in the office of the building administrator.

D. **False Claim**

1. No payment of salary shall be made for an unauthorized use of sick leave. An unauthorized use may result in such disciplinary action as may be authorized by law or the express terms of this Agreement.

2. Teachers may be required to produce a doctor's statement indicating dates when the doctor was consulted and/or when the teacher is medically able to return to work.

E. **Advancements**

A newly employed teacher, who has not accumulated sick leave credits, shall be advanced five (5) sick leave days upon teacher request to the Treasurer's Office. Said advance shall be charged against the sick leave he/she subsequently accumulates. No benefit shall be paid hereunder unless the teacher earns subsequent sick leave credits.

F. **Emergency Closings**

Should the schools be closed during the period of a teacher's sick leave by an "emergency" day or holiday, as called by the Superintendent, such teacher will not be charged with a sick leave day.

G. **Sick Leave Bank**

1. Each teacher may contribute one day of their accumulated sick leave to the sick leave bank. Additional donations may be made by each teacher upon the agreement of the sick leave bank committee. Only contributors can draw from the bank.

2. Committee Composition

   Three NTEA members, one of whom shall co-chair
   The Superintendent, who shall be co-chairman
   Two Superintendent designees

3. Operation of the Bank

   a. Establishment

      [1] Each teacher may contribute one day of his / her accumulated sick leave to the sick leave bank during the enrollment period. The enrollment period will be from August 20 through September 14 each year. New teachers hired after the school year has commenced will have two weeks to enroll. The donated day is not returnable.

      [2] During the year, additional days may be donated by bank members upon the agreement of the sick leave bank committee.

      [3] Members may voluntarily donate an additional day during each enrollment period.

b. Operation Procedures

[1] Loans from the sick leave bank will be limited to those individuals who have contributed to the bank.

[2] A loan will be limited for the use of days for a catastrophic illness or injury. A catastrophic illness or injury is defined as an extreme or life-threatening illness, injury, impairment, or mental condition (e.g. chemotherapy, broken back, fractured pelvis, organ transplant, AIDS, fetal endangerment, etc.) Maternity leave does not qualify for use of sick leave bank. A doctor's statement verifying the severe nature or extraordinary nature and expected duration of the condition shall be required in addition to the teacher's written request.

[3] A loan will be considered only after the teacher has used all of his / her accumulated sick leave days and has used all possible advances of sick leave days under the master agreement, Article 13, Section E.

c. Loan and Payback Procedures

[1] The maximum number of days that a person may borrow is twenty-five (25). Additional days beyond the initial twenty-five (25) may be requested by using the process used to apply for the initial twenty-five (25).

[2] The member who borrows days will pay back the days at the rate of 50% of his / her annual accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed has been restored to the bank. In the event of the death of the member, pay back of the days by their estate shall not be required.

4. Guidelines will be reviewed annually by the sick leave bank committee.

5. The decisions of the sick leave bank committee are not grievable.

6. Except as provided above, no other shared leave option shall be available.

H. Sick Leave Incentive- employees who use no sick leave during the time periods set forth below shall receive additional pay of $75.00 per time period.

Time periods:

1. First sixty one teacher work days with payment received the first pay of December.
2. Second sixty one teacher work days with payment received the first pay of March.
3. Third sixty one teacher work days with payment received the first pay of June.
4. Bonus for not using any sick days with payment received the second pay of June.

ARTICLE 14 - SABBATICAL LEAVE

A. A full-time teacher who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence for one (1) or two (2) semesters subject to the following restrictions: The teacher shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher shall be required to return to the District at the end of the leave for a period of at least one (1) year, if requested by the Board, unless the teacher has completed twenty-five (25) years of teaching in this state.

B. The Board shall not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the professional staff at any one time, nor grant a leave longer than one (1) school year, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have failed a request for such leave.

C. Requests for a stipend as set forth in Section 3319.131, O.R.C., shall be considered by the Board.

ARTICLE 15 - JURY DUTY/ELIGIBLE WITNESS LEAVE

A. A teacher shall be released from all of his/her duties and responsibilities at the school when he/she is appointed to serve as a juror, and such services conflict with his/her school duties. This is to be in effect only as long as he/she is on the jury.

B. Teachers who are subpoenaed by the Board of Education or by a party whose interests are not adverse to the Board of Education to appear as a witness in court in a proceeding related to the affairs of the National Trail Local School District are also eligible for leave under this article. Teachers so serving as witnesses must get approval for this leave in advance from the Superintendent.

C. The teacher shall sign any and all jury duty compensation checks/payment over to the school. Teachers will receive their regular daily rate of pay from the school district. Failure to sign jury duty compensation checks/payment over to school will result in the days missed being unpaid.

ARTICLE 16 - PROFESSIONAL LEAVE

A. In any quality organization, everyone is constantly learning. The National Trail Local School District encourages teachers to constantly elevate their level of technical and professional skill. Teachers may be given approval for professional leave by their building principal to attend instructional and curricular meetings and workshops within individual building appropriations.

B. Reimbursement shall be made for those actual and necessary expenses and shall be supported by receipts or other acceptable documentation. Payment shall be made no later than the second pay following the filing for such reimbursement. Maximum meal allotment: $8.00 for breakfast, $10.00 for lunch, and $15.00 for dinner.

A. Meals beyond conference will only be reimbursed if travel time requires teacher to be on the road prior to 6:00a.m. or beyond 6:00p.m. Teachers may submit written request for consideration of extenuating circumstances.

ARTICLE 17 - PERSONAL LEAVE

A. Personal leave up to four (4) days per school year shall be granted to certificated personnel. Personal Leave days must be taken in one-half or whole day segments.

B. A request for the use of personal leave shall be submitted one (1) week in advance, to the Building Principal. In case of an emergency, the teacher will contact the Building Principal or Superintendent as soon as possible in order to request approval for personal leave. Use of more than two (2) consecutive days shall require Superintendent's approval.

C. A request for the use of personal leave (one (1) or more days) immediately before or immediately after a scheduled holiday and/or vacation period from school shall require the Superintendent's approval.

D. Personal leave shall be granted for the purpose of conducting personal business that cannot be transacted other than during the school day.

E. Members who do not utilize personal leave during the school year shall be reimbursed for each personal leave day not used. The rate shall be $80.00 for each day and shall be payable no later than the second pay after the last school day.

ARTICLE 18 - FAMILY AND MEDICAL LEAVE

A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement.

B. Eligibility

1. An employee must have one (1) year's service with the National Trail Local School District to be eligible for the benefits under the Act.

2. An employee must have performed a minimum of 1250 hours of service, in the District, within the last twelve-month period.

C. Definitions

1. "Child" means the employee's son or daughter, which includes biological, adopted, foster, step, legal ward, or a child of a person standing in loco parentis, who is (A) under 18 years of age, or (B) 18 years of age or older and incapable of self-care because of a mental or physical disability.

2. "Serious health condition" is an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

D. Types of Leave

1. "Birth Leave" To care for the employee's newborn child.

2. "Placement Leave" For the placement of a child with the employee for adoption or foster care.

3. "Care Leave" To care for the spouse, child, or parent of the employee, if such spouse, child, or parent has "a serious health condition".

4. "Illness Leave" The employee is unable to perform the job due to "a serious health condition".

E. Leave Provisions

1. Each eligible employee shall be granted upon request up to 12 weeks of unpaid leave per year for Board approved Birth, Placement, Care, or Illness Leave.

2. The entitlement to Birth or Placement Leave expires at the end of the 12-month period beginning on the date of such birth or placement. Birth or Placement Leave may not be taken intermittently.

3. When the necessity for Birth or Placement Leave is foreseeable, the employee must so inform the Board within not less than 30 days before the date such Leave is to begin, but if the date of the birth or adoption requires the Leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

4. Care Leave or Illness Leave may be taken intermittently when medically necessary. If Intermittent Care or Illness Leave is foreseeable based on planned medical treatment, the Board may require the requesting eligible employee to transfer temporarily to an available alternative position for which the employee is qualified and that (A) has equivalent pay and benefits, and (B) better accommodates recurring periods of leave than the regular employment position of the employee.

5. When the necessity for Care or Illness Leave is foreseeable based on planned medical treatment, the employee is obligated:

   a. To make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the treating health care provider; and

   b. To provide the Board with not less than 30 days' notice before the beginning date of the Leave, but if the date of treatment requires Leave to begin in less than 30 days, such notice as is practical shall be given.

6. An eligible employee who is granted Intermittent Care or Illness Leave is required to make a reasonable effort to schedule treatment so as not to disrupt unduly the operations of the District (subject to health care provider approval) and to give the Board not less than 30 days' notice before the date the Leave is to begin, except that if the treatment requires Leave to begin in less than 30 days, notice as is practical is required. The employee must also provide the Board with a health care provider certification as to the date on which the treatment is expected to be given and the duration of such treatment.

7. Where a husband and wife are both employed by the Board, the total number of work weeks of Leave to which both may be entitled is limited to 12 work weeks during any 12-month period, if such Leave is taken for Birth or Placement Leave or to care for a sick parent on account of Care Leave. Each spouse is entitled to a full 12 work weeks of Illness Leave.

8. The employee may elect the substitution of the employee's accrued sick leave and personal leave for Birth, Placement, or Care Leave for any part of the 12- week period for such Leave.

9. If the Board and employee agree, Leave under this Article may be taken on a reduced leave schedule, i.e.; Leave that reduces the usual number of hours per work week, or work day of an employee.

F. Protection of Employment and Insurance

1. Consideration shall be given by the Superintendent to reinstate staff members returning from Leave under this Article to the original, or a comparable position.

2. The Board shall continue to pay the Board's contribution to the current medical insurance plan for the employee while they are on a 12 week Birth, Placement, Care, or Illness Leave under this Article.

3. The continuing contract status of any such employee shall not be adversely affected by leave under this Article, but the normal annual salary increment shall not be granted unless one hundred and twenty (120) days of the contract have been fulfilled.

G. Medical Certification

1. The Board may require (in the case of Care or Illness Leave) that the employee timely provide a copy of the treating health care provider's certification, addressing:

   a. The date on which the "serious health condition" commenced;

   b. The probable duration of the condition;

   c. The appropriate medical facts, within the knowledge of the health care provider, regarding the condition;

   d. For purposes of Care Leave, a statement that the eligible employee is needed to care for the son, daughter, spouse, or parent, and an estimate of amount of time such employee is needed to care for the son, daughter, spouse, or parent;

   e. For purposes of Illness Leave, a statement that the employee is unable to perform the functions of the employee's job; and

   f. In the case of certification for intermittent Leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment.

2. The Board may require, at its expense that the eligible employee obtain the opinion of a second health care provider designated or approved by the Board.

3 During the Leave, the Board may require that the eligible employee obtain subsequent recertification on a reasonable basis.

H. Extended Unpaid Leave

1. Any Leave under this Article, beyond 12 weeks in a year, may be granted by the Board upon request of the employee.

2. An employee, granted such an extended leave (I.1.), may continue participation in group benefit plans, with the exception of term life insurance, at his/her own expense. Appropriate arrangements shall be made with the Treasurer to continue in such plans prior to the beginning of such leave.

3. The employee shall notify the Superintendent of intent to return from an extended leave at least six months in advance but not later than April 1, if the intent is to return in September. If the Superintendent is not notified, a vacancy shall exist.

I. Return from Leave

1. If a teacher takes a Leave under this Article which is to terminate within the last three weeks before the end of a school term, and the Leave is of more than five weeks duration, the Board may require the teacher to remain on Leave for the remainder of the term, under the same conditions as are required by this Article, even if all twelve weeks required by law have been used.

2. At the discretion of the Board and upon the recommendation of the Superintendent, any Leave requested and granted may be curtailed or terminated prior to the expiration of the full term for which the Board granted the Leave in the case of unforeseen circumstances eliminating the necessity for such Leave. The Board may require documentation that a doctor certifies that the employee is able to resume his/her full duties.

ARTICLE 19 - SEVERANCE PAY

A. Severance pay will be paid to those eligible teachers who retire from active service in the State of Ohio and whose last school service was with the Board.

B. Payments shall be made after notification and application from the teacher to the Board that the teacher's retirement is active with the State Retirement System. Such active status must be granted to said teacher within one hundred twenty (120) days from the last day of active service with the National Trail Local School District for such teacher to be eligible for payment for the Severance Pay provided herein. Application for severance pay shall be made within ninety (90) days after the first receipt of retirement benefits paid by the State Teachers Retirement System.

C. The Board shall pay any teacher with ten (10) or more years of teaching experience under contract with National Trail Local Schools, who elects to retire as eligible under Article 19A of this agreement, twenty-five (25%) of the value of their accrued but unused sick leave. The ten (10) years must be consecutive and immediately prior to retirement. The exception would be a teacher who was initially hired by the National Trail BOE and subsequently their area of program became a satellite program of another educational entity. If, prior to the teacher's retirement the program returns to National Trail Local Schools and the original teacher that was in place when the program became a satellite program, the teacher would be eligible for the Severance Pay.

D. Such payment shall be based on the teacher's daily rate of pay at the time of retirement. Such payment shall be made only once to any such teacher and shall eliminate all sick leave accrued by the teacher at that time.

E. In order to comply with tax requirements the payment of separation pay and retirement incentives will be made in two (2) payments. The first payment will be included with the last check fulfilling the current agreement (August) and the second payment will be made in the first payroll distribution in January of the subsequent year.

F. In the case of death of a member, severance pay shall be paid to his/her estate. The rate of compensation shall be in the amount as provided in this Article.

ARTICLE 20 - GRIEVANCE PROCEDURES

A. **DEFINITIONS**

1. A grievance is a complaint of an employee involving the alleged violation, misinterpretation or misapplication of a specific and express written provision(s) of this Agreement.

2. A grievant shall mean a person or group alleging that some violation of this Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of substantially similar circumstances affecting each member of said group and signed by members of that group. A "group" grievance may be filed by the Association on behalf of said group.

3. Any action by the Board to terminate, renew or not renew the contract of any professional

staff member, whether such professional staff member is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate, renew or not renew any such contract shall not be deemed a grievance and may not be processed as such.

4. A day is defined as a working day unless otherwise set forth herein.

5. Election of remedies - Upon the filing of a complaint by the grievant or on the grievant's behalf, in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be deemed dismissed.

B. <u>PROCEDURE</u>

1. **Step 1 - Informal Procedure**

   a. The aggrieved party, with or without representation by the Building Representative, shall discuss the grievance or complaint with their building principal.

   b. This shall be accomplished within twenty-five (25) days after the grievant knows or should have known the act or conditions on which the grievance is based. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the rights granted in this Article.

2. **Step II - Formal Procedure**

   a. If a satisfactory solution is not effected, the aggrieved party shall present his/her written grievance to the principal within ten (10) days after the informal hearing. The principal shall, within ten (10) days of receipt of the grievance, conduct a hearing concerning the grievance. The aggrieved party may be represented by his/her Building Representative. The principal shall provide a written answer to the grievance and forward it to the concerned parties within ten (10) days from the time of the hearing.

3. **Step III - Superintendent**

   a. If a satisfactory solution is not effected, the Grievant shall invoke Step III in writing and present same to the Superintendent within ten (10) days after receiving the Step II answer. Any failure to invoke Step III as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance. The Superintendent shall decide whether to personally handle this Step of the grievance or delegate responsibility within ten (10) days of receipt of the grievance. The Superintendent or his/her designated representative shall provide a written answer to the grievance and forward to the concerned parties within ten (10) days from the time of the hearing.

4. **Step IV - Board**

   a. If the aggrieved party is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the above-stated time limits, the grievant may submit the grievance to the Board of Education. Failure to appeal the grievance at Step IV to the Board of Education within seven (7) days of receipt of the written decision of the Superintendent or designee shall be deemed a waiver of the right to appeal the grievance to Step V of the grievance procedure.

b. The Board of Education shall hear the grievance at its next regular Board meeting occurring more than seven (7) days after receipt of the notice of appeal.

c. The Board shall hear the grievance and provide the grievant with its decision in writing no later than fourteen (14) days after the hearing.

5. **Step V - Arbitration**

a. If the Association is not satisfied with disposition of the grievance by the Board, then in no less than 15 days after receipt of the Board's answer, the Association shall submit a demand for arbitration to the American Arbitration Association. Selection of an Arbitrator shall be in accordance with the AAA rules and regulations. The AAA shall not have the authority to independently designate an arbitrator, but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator.

b. The Arbitrator shall have no power to alter, add to, or subtract from the terms of the contract, nor to make an award inconsistent with the terms of the Agreement or contrary to law.

c. The Arbitrator shall issue his award within thirty (30) days of the close of the hearing. The decision of the Arbitrator shall be final and binding on the Board, the Association, and the grievant.

d. The cost of the Arbitrator's services and the hearing room shall be shared equally by the Board and the Association.

e. The Board shall implement the Arbitrator's decision within thirty (30) days of receipt of the Arbitrator's award.

C. **MISCELLANEOUS PROVISIONS**

1. The aggrieved teacher, the Board, and/or the representative of either shall not be denied the right to advice, counsel, and/or representation at Step III or thereafter.

2. A grievance may be withdrawn at any level without prejudice and no record of same shall be maintained in the grievant's personnel file.

3. If the teacher and/or Association do not abide by the time limits set forth, they forfeit their right to continue to the next step of the grievance procedure.

4. If the administrator does not abide by the time limits set forth, the teacher filing the grievance and/or the Association may proceed to the next step.

5. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.

6. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to affect a satisfactory resolution to the problem.

7. Any time limits or steps herein before set forth may be waived by the mutual written consent of the parties.

8. No grievance shall be carried to arbitration unless the NTEA has agreed to pay one-half (1/2) of the arbitrator's expenses as outlined in Step V of this procedure.

9. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision, here after "appropriate administrator".

ARTICLE 21 - COMPLAINT PROCEDURE (BOARD POLICIES/ADMINISTRATIVE RULES AND REGULATIONS)

A. The Board has the sole and exclusive responsibility for adopting all policies governing the operation of the School District and charges the Superintendent with developing the rules and regulations to implement its policies. Occasionally, a complaint may develop that, in the interest of effective personnel management should be addressed. Therefore, the following shall apply:

1. **DEFINITIONS**

   a. A complaint involves an alleged violation, misinterpretation, or misapplication of the personnel section, or any policy that specifically mentions teachers and/or directly relates to teachers in Board policy and administrative rules and regulations used to implement the same. This provision is not to supersede or take the place of the appropriate complaints to be filed under the provisions of the Grievance Procedure.

2. **PROCEDURES**

   a. **Step I** - Informal

      1) The complaining teacher shall discuss the complaint with their building principal or immediate supervisor in a face-to-face meeting. This meeting shall be held within twenty (20) days of the act, omission, or condition which is the basis of the complaint. Failure to hold this meeting waives the complaint.

   b. **Step II** - Formal

      1) If the informal meeting does not satisfactorily resolve the matter, the complaint shall be identified and presented in writing by the complaining teacher to the Superintendent within ten (10) days of the informal meeting. The written complaint must contain a statement as to the nature of the complaint, stating how the policy/rule or regulation is being misapplied. It must state how the complaint may be resolved.

      2) The Superintendent or his/her designee shall, within ten (10) working days of the receipt of the complaint, hold a meeting to hear the complaint. Within ten (10) working days of this meeting, the Superintendent or his/her designee shall issue a response in writing to the teacher.

c. **Step III**

1) If the action taken in Step II does not resolve the complaint to the satisfaction of the teacher or teachers involved, they may present the complaint in writing to the Board within ten (10) days of the receipt of the answer. The written complaint to the Board shall be filed with the Treasurer of the Board with a copy to the Superintendent. The Board will respond to the teacher or teachers within the thirty (30) days.

2) At any meeting held at Step II and beyond of this complaint procedure, the complaining teacher may be accompanied by the representative of their choice.

ARTICLE 22 - CLASS SIZE

A. It shall be the policy of the Board to establish and maintain the most optimum class size possible, consistent with the financial condition of the school district, and the availability of teaching stations. The Administration shall attempt to adjust class loads as equitably as possible within the school district and within each individual school building.

B. When a teacher or administrator identifies a potential classroom at risk, said teacher and building administrator shall initially have a conference to resolve the problem. If no resolution is satisfactory to both parties, the problem may be presented to the Principal Advisory Committee [PAC] for recommendations. If no recommendations are satisfactory to both parties, the problem will be presented to the Superintendent for resolution.

C. Each principal Advisory Committee shall develop options for solving class size problems.

ARTICLE 23 - INCLUSION

A. CLASS SIZE

The determination of the size of regular classes with included special needs students shall take into consideration any extraordinary demands of physical space, teacher contact, and/or teacher supervision.

B. SPECIALIZED HEALTH CARE PROCEDURES

Qualified nurses and/or licensed medical technicians shall be the only employees to provide and conduct necessary medical procedures.

C. RELEASE TIME/COMPENSATION

Employees shall not be required to participate in the development of IEPs and/or attend IEP meetings beyond the hours of employment. Notification to participating teachers will be made one (1) working day before the meeting.

ARTICLE 24 - REDUCTION IN FORCE

24.01 When in the judgment of the Board, it becomes necessary to reduce the teaching staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or

by reason of suspension of school or territorial changes affecting the District, grade or curricular reorganization, or for financial reasons, such reduction will be made by non-renewal or suspension of contracts in accordance with the following procedure. Prior to such reduction, the Board shall notify the Association President of its intent to make such reduction no less than sixty (60) days prior to such reduction.

24.02 If the Board effects staff reduction by suspending teachers' contracts, such contract suspension shall comply with Section 3319.17 of the Ohio Revised Code. Suspensions of contracts by the Board of Education shall be in accordance with the recommendation of the superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority.

24.03 If the Board effects staff reduction by non-renewal of teachers' contracts, such contract non-renewals will be made on a system-wide basis in accordance with the following procedure:

A. Non-renewal of contracts shall occur to limited contract teachers by certificated (licensed) area and shall be based upon district seniority.

B. Certificated (licensed) areas must be on record in teacher's personnel file by March 1 of any school year.

24.04 **DISPLACEMENT RIGHTS**

Any teacher displaced from his/her current teaching assignment under Section 24.02 or 24.03 may displace the most junior teacher with less seniority, in another teaching field. In order for a teacher's area(s) of certification to be considered, that teacher's certificate(s) showing such area(s) must be in the teacher's official personnel file as set forth above. The teacher exercising displacement rights may only do so in the field(s) in which he/she holds a certificate.

24.05 It is understood that voluntary transfer requests may be considered, and involuntary transfers effected, in order to assign teachers whose contracts have not been non-renewed or suspended so as to meet the staffing needs of the District.

24.06 **SENIORITY**

A. Seniority as used in this Article shall include:

1. One hundred and twenty (120) days or more in a paid status in any school year.

2. All time spent on military leave of service.

B. Seniority shall be lost when a teacher resigns or leaves the employ of the Board due to non-renewal for purposes other than reduction-in-force reasons, exhaustion of recall rights, or termination of contract.

C. Seniority for purposes of this Article shall be recalculated:

1. By subcontracting time during a leave of absence if the duration of the leave of absence does not result in the teacher being in a paid status one hundred and twenty (120) days or more in any school year.

2. Time spent by a teacher during suspension of contract or non-renewal of contract for reductions-in-force will not be counted toward seniority if the teacher is reinstated.

3. An employee who is reinstated will not be considered a "new hire" for purposes of Medicare. An employee who is reinstated may opt to have his/her time spent on recall treated as if on a "Leave of Absence" for retirement purposes and purchase additional years of service by paying the total cost of such purchase (including all amounts which would otherwise be an obligation of the Board).

D. Where seniority among two or more affected teachers is equal, preference shall be given in priority as follows:

1. Total number of years of teaching experience.

2. Date of employment as determined by Board minutes.

3. Date the employee signed their individual employment contract with the Board.

4. Amount of training in subject areas of field, i.e., the number of college credits beyond the Bachelor's Degree.

5. Additional ties in seniority shall be broken by lot, with the Association Representative and the affected employees in attendance.

24.07 **RECALL RIGHTS**

Teachers whose contracts have been suspended or non-renewed because of a reduction in force shall be so notified in writing and shall have rights to recall as follows:

A. Recall rights shall be limited to the twenty-four (24) months period commencing on the day following the employee's last day of work.

B. Teachers whose contracts were non-renewed or suspended shall be recalled to a vacancy in the inverse order of non-renewal or suspension as positions become available in their area of certification at the time of recall; provided however, that certificated tutors whose contracts were non-renewed or suspended shall be recalled only to certificated tutor vacancies, and then in the inverse order of non-renewal of suspension as such positions become available in their area of certification at the time of recall. Teachers must notify the District of any changes in their area of certification.

C. A teacher notified of recall to a position may turn down the first offered position, allowing the Superintendent to offer said position to the next person on the recall list who is qualified to fill said position. The person making the turndown would retain his/her position on the recall list. If a teacher refuses recall to another position, said teacher's name shall be removed from the recall list; except no teacher shall be removed from the recall list for refusing a lesser position (time or pay) than the one from which he/she was reduced.

D. Teachers on recall status shall have the responsibility for keeping the Superintendent informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the teacher's last known address. Failure to contact the Superintendent to accept such recall within ten (10) calendar days of the date of such mailing shall remove the teacher from recall status.

E. Employees, who during recall receive additional training or additional areas of

certification, shall provide documentation of such to the Board, who shall upgrade the employee's status on the Recall List. No new employees shall be hired to fill a vacancy until employees on the Recall List have been asked to fill the vacancy.

24.08 **NOTICE OF CONTRACT SUSPENSION**

No teacher covered hereunder shall have his/her contract suspended unless the affected teacher(s) and the Association's President have been given at least fourteen (14) day notice prior to the Board taking official action on the Superintendent's recommendation to suspend such contract.

24.09 Nothing contained herein shall abridge the Board's right to non-renew a limited contract teacher for reasons other than a reduction in force.

24.10 The Administration shall provide by September 30 in each new school year, a newly revised Seniority List, showing the ranking of the certified staff by areas of certification. Should revision be required within the school year, said revisions shall be sent to the Association President. Said list shall not include Social Security numbers.

ARTICLE 25 - STAFF DIRECTORY

The Administration will make available to all teachers covered hereunder a directory listing the names, addresses, phone numbers (if listed), email address(es) and job assignments of record for all certificated employees of the Board. This directory is provided for the professional needs of the teacher and the teacher shall not make the directory available to any other person or organization.

ARTICLE 26 - ACTIVITY PASS

The Board is willing to issue a faculty plus one (1) identification pass to all events held within the School District. This pass will entitle the bearer to admission to all National Trail -sponsored events. The pass will not provide admission to tournament games. Such passes shall be non-transferable and shall be surrendered upon resignation or termination of services.

ARTICLE 27 - ELECTION TO OFFICES

Any teacher elected to a state (OEA) or national (NEA) office shall be given a leave of absence with seniority without pay for a period of one (1) year. Upon returning to the District after the term is completed, the teacher will be placed on the salary step held at the time of the leave.

ARTICLE 28 - MILEAGE

A. Teachers required to travel as part of their duties as such shall be approved by the Superintendent or his/her designee and shall be reimbursed by the Board at the IRS approved rate.

B. Payment shall be made no later than the second pay after filing for reimbursement. Teachers shall file a request for reimbursement with the Treasurer's office within five (5) working days of the last work day of the preceding month.

ARTICLE 29 - GROUP INSURANCE

A. **HOSPITAL/SURGICAL INSURANCE**

1. The Board will provide group hospital, surgical and major medical insurance coverage

identified as the CORE plan for all members of the bargaining unit who enroll under said coverage. The benefits available under the plans shall be those as outlined in the summary of insurance specifications currently on file in the District office. Such specifications are included into this agreement.

2. The Board shall pay 85% of the cost of both the single and family policy premium per month, and 92.5% of the family plan premium per month if both husband and wife are employed by the Board. If a member chooses to remain in the current high options PPO plan, they will pay the difference in premium between the two plans.

3. The Association encourages members of the bargaining unit to refrain from carrying dual hospital/surgical insurance coverage.

4. The Association President shall be notified as soon as possible if the Board of Education decides to consider changing insurance carriers. The Board of Education will make every effort to give the Association President thirty (30) days notice of any change in carrier.

5. Part-time employees will be provided insurance benefits proportionate to the amount of time they teach.

B. **DENTAL INSURANCE**

1. The Board will provide group dental coverage for all members of the bargaining unit who enroll under said coverage. The benefits available under the plan shall be those outlined in the summary of insurance specifications currently on file in the District office. Such specifications are included into this Agreement.

2. The Board shall pay 95% of the cost of the single policy premium per month and 95% of the cost of the family policy premium per month.

3. The Association encourages members of the bargaining unit to refrain from carrying dual dental insurance coverage.

C. **VISION CARE INSURANCE**

The Board will provide, and pay the premium cost for a group vision care coverage. The Board reserves the right to select the insurance carrier. The benefits available under the plan shall be those outlined in the summary of insurance specifications currently on file in the District office. Such specifications are included into this Agreement.

D. **GROUP LIFE INSURANCE**

The Board will provide, and pay the premium cost for a group term life insurance policy in the amount of $30,000, plus an equal amount of accidental death and dismemberment coverage for the benefit of each member of the bargaining unit. Said insurance will be made effective upon ratification of this contract.

E. **FLEXIBLE FRINGE BENEFIT PROGRAM**

1. The benefits provided to teachers by Section 125 of the Internal Revenue Act of 1978 shall be made available to any bargaining unit members so requesting and upon approval by the Internal Revenue Service. An amount not to exceed fifty percent (50%) of salary may be set

aside by the teacher for the selection of benefits under Section 125 of the Internal Revenue Code, which are non-taxable benefits of Medical Insurance, Dental Insurance, Vision Insurance, Section 79 Life Insurance, Non-Reimbursed Medical Expenses, Dependent Care and taxable benefits of cash. The Board shall pay the fees for the Trust Account. Participants in the reimbursement account(s) shall pay the monthly administration fee.

2. The Flexible Fringe Benefit Election Form shall be an Appendix to this Agreement. The enabling Flexible Fringe Benefit Program, a copy of which may be found in the office of the Superintendent, is hereby incorporated by reference.

ARTICLE 30 - SNOW DAY NOTICE

Every reasonable attempt shall be made by the Administration to notify teachers as soon as possible that school is either on a delay or closed due to weather conditions. Notice shall be by phone and/or via radio announcement.

ARTICLE 31 - RESOLVING COMPLAINTS AGAINST TEACHERS

A. Community and school relations shall ideally reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best learning situation for the students. However, complaints and misunderstandings are inevitable.

B. It is deemed most desirable that initial attempts to settle complaints against teachers should be made informally through personal, private conferences at the school building level.

C. Formal complaints against teachers shall be handled as follows:

1. The principal will notify the teacher of the complaint.

2. The complainant should be directed to schedule a conference with the teacher(s) involved.

3. If the complaint is not resolved through the complainant/teacher conference, a meeting between the complainant, principal, and/or teacher (as well as other appropriate staff personnel) should be scheduled at a mutually convenient time to discuss the complaint.

4. If the complaint is not resolved at that level, it may be appealed to the Superintendent or his/her representative. Complaints against teachers which go beyond the building level shall be reduced to writing, using the district's Citizen Complaint/Concern form.

5. If the complaint is still unresolved, it may be appealed to the Board of Education.

A teacher may request, and be accompanied by, counsel and/or an Association representative of his/her choosing at any level of the written procedure.

ARTICLE 32 – LEADERSHIP TEAMS

District Leadership Team (DLT) primary functions:

- Setting performance targets aligned with district goals;
- Monitoring performance against the targets;
- Building a foundation for data-driven decision making on a system-wide basis;
- Designing system planning and focused improvement strategies; structures and processes;
- Facilitating the development and use of collaborative structures;

- Brokering or facilitating high quality PD consistent with district goals; and
- Allocating system resources toward instructional improvement.

Building Leadership Team (BLT) primary functions:

- Foster shared efficacy;
- Build a school culture that supports effective data-driven decision making;
- Establish priorities for instruction and achievement aligned with district goals;
- Provide opportunities for teachers to learn from each other and greater opportunity for teacher leadership;
- Monitor and provide effective feedback on student progress;
- Support the development, implementation, and monitoring of focused building improvement plans;
- Make recommendations for the management of resources, including time, and personnel to meet district goals.

District Leadership Team (DLT) and Building Leadership Team (BLT) Configuration:

A. The Association in collaboration with the Administration will select the teacher members of the DLT and BLT.

B. Teachers will serve a three (3) year term.

C. One-third (1/3) of the teachers will rotate off the DLT and BLT each year. Teachers will serve a 3 year term. This will be done through a rotation process where each year 1 elementary, 1 middle school and 1 high school teacher will be replaced with a new member.

ARTICLE 33 - TRANSFERS, VACANCIES AND PROMOTIONS

A. Any request by an employee covered hereunder for a transfer to a different class, building or position shall be made in writing through the Principal to the Superintendent on or before April 1st of each calendar year. Transfer requests shall set forth the reasons for requesting such a transfer.

B. Any vacancy shall be posted on an appropriate bulletin board in each school, and shall be sent to the President of the Association. Teachers who are interested in being notified of postings over the summer shall make a written request to the Central Office by the last teacher day of the school year. Staff that have signed up for notification of postings and are qualified for the position shall be notified by phone by the Superintendent or his/her designee. Vacancies shall not be filled, except on a temporary basis, until the vacancy has been posted. Posting shall include:

1. Position(s) available
2. Requirements for job
3. Deadline for application
4. Effective starting date
5. Any additional pertinent information
6. Date of posting

C. Employees requesting transfers and promotions as provided for in this Article shall be interviewed by the Superintendent or designee. If the transfer or promotion is not approved, the Superintendent will hold a conference with the teacher to notify him/her of the reasons why the transfer was not approved.

D. Transfers may also be made upon the initiation of the Administration. When such a transfer is initiated by the Administration, the Superintendent and receiving building principal will hold a

conference with the teacher to notify him/her of the reason(s) for the transfer and to develop a plan of action for the new assignment. Insofar as possible, assignments will correlate with the individual's total qualifications.

E. Promotional positions are defined as follows: positions paying more and/or positions on the supervisor-administrative level. The Administration shall give consideration to qualified candidates from within its own staff or employees in addition to other qualified candidates when filling these vacancies.

F. Tentative building, grade and/or subject matter assignments for the succeeding year shall be given to the professional staff members no later than the professional work day at the end of the school year. Teachers, whose assignments are changed after notification of the tentative assignments, shall be notified by August 1. Teachers who are transferred involuntarily by the Administration after August 15 shall be notified as soon as possible following the decision to make such transfer. Before making such transfers after August 1, however, volunteers will be sought to fill vacancies.

ARTICLE 34 - EVALUATION

A. The staff shall be evaluated by the procedure required in the Ohio Teacher Evaluation System as defined by the Ohio Revised Code. The evaluation instrument(s) and forms to be used are those finalized by the OTES Committee. Changes to these forms shall be approved by the OTES Committee as recommended by the Administration. If an agreement cannot be reached, the forms currently in use will continue to be used.

Each teacher will receive a current copy of the instrument.

B. Alleged violations, misinterpretations or misapplication of the procedural provisions of the Evaluation Instrument for Certificated Staff shall be subject to the grievance procedure. The assessments, comments and suggestions made in the exercise of the evaluator's professional judgment shall not be subject to the grievance procedure.

ARTICLE 35 - STUDENT DISCIPLINE

A. When in the judgment of a teacher, a student requires the attention of student personnel employees or other specialists, the teacher will so inform the principal or designee either orally or in such writing as may be required, using forms provided for referral to certain services. The principal or designee, after consultation with the teacher, will arrange, if necessary, for a conference among the principal, the teacher, and the service specialist to discuss the problem and to decide upon appropriate action.

B. A teacher may refer to the principal or designee, for appropriate action, a student who seriously interferes with the learning opportunities of other students in the teachers' charge. The teacher shall communicate in writing (or in case of extreme emergency in person) the nature of the problem to the principal or the designee. If such communication is done in person, a written report must be filed with the principal or the designee as soon as possible and ordinarily no later than the close of the school day. A standard checklist referral form shall be used within each school for such referrals.

C. If a pupil's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place either within a classroom or elsewhere on the school premises, a teacher may remove a pupil from curricular or extracurricular activities under his/her supervision. As soon as practicable after making such a removal, the teacher shall submit in writing to the principal the reasons for such removal.

D. A teacher shall not be required to give notice to a parent, guardian, or custodian of such student or have a hearing in the case of normal disciplinary procedures in which a pupil is removed from

curricular or extracurricular activities for a period of less than twenty-four (24) hours and is not subject to suspension or expulsion.

E. The teacher recognizes that the authority to suspend rests solely with the building administrator as prescribed by law.

F. A teacher may also, within the scope of his/her employment, use and employ such amount of force that is reasonable and as is necessary to quell a disturbance threatening physical injury to others, to attain possession of weapons or other dangerous objects upon the person or within the control of the student for the purpose of self-defense or for the protection of persons or property. In the event such above actions become necessary or in the case of aggravated assaults upon the teacher, the situation will be reported as quickly as possible to the building principal or immediate supervisor in writing, giving in detail the instances thereof.

G. Any threat of violence against a teacher will be investigated by the building principal. Depending on the nature of the threat, law enforcement may be contacted to help with the investigation.

ARTICLE 36 - ASSAULT LEAVE

A. The member of the bargaining unit who is absent due to physical disability resulting from an assault which occurs during such member's course of employment shall be entitled to assault leave.

B. The following procedure shall be used:

1. Any case of assault on a professional staff member shall be reported as soon as reasonably possible to the building principal.

2. Upon reasonable belief that an assault has been committed, the building administrator shall immediately notify the Sheriff's Department. No teacher shall be denied the right to notify the appropriate law enforcement agency at his/her discretion.

3. A written report of all assaults on professional staff personnel will be made to the office of the Superintendent, and a copy of said report given to the affected teacher.

4. If such assault is committed by a student of the National Trail Local School District, an immediate investigation, hearings, and actions shall commence according to the adopted suspension and expulsion regulations of the Board.

5. To be eligible for assault leave, a member must apply for benefits under the Worker's Compensation status. The amount of such benefits, if any, shall be deducted from the member's per diem salary.

6. The number of days granted an assault leave shall not exceed ten (10) days annually. At his sole discretion, the Superintendent may grant additional days. Such leave shall not be deducted from sick leave.

ARTICLE 37 - MILITARY LEAVE

Any regular member who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. Such members shall be reinstated to their positions in the school system with such credit as authorized pursuant to Article 9 of this contract upon written request supported by competent proof that they are fully qualified to perform the duties of the position. The application for reinstatement shall be made within ninety (90) days following discharge.

ARTICLE 38 - INSTRUCTIONAL MATERIALS AND SUPPLIES

The Board shall provide within available revenue adequate supplies and textbooks and coordinate the ordering of supplies and materials with curriculum changes. Inadequacies of supplies, textbooks, and materials should be reported by the teacher, in writing to the principal, with a copy to the Superintendent.

ARTICLE 39 - TEACHER DAY

A. The starting and dismissal times for students may vary from building to building provided, however, the length of the teachers work day does not exceed seven and one-quarter (7-1/4) hours. The President of the Association is to be notified of any change or modification of starting and dismissal times before public announcement is made.

B. The teachers' regular teaching hours shall include an uninterrupted lunch period of at least one-half (1/2) hour each day.

C. The starting and dismissal time for students and the assignments of individual teachers set forth above may be changed so long as such change does not increase the number of hours during which the teachers are required to be present.

D. Teachers shall not be required to report on calamity days. On delay days, teachers shall arrive fifteen (15) minutes prior to the time that is designated for student arrival.

E. No faculty meeting shall extend more than 3/4 hour before or after the student day. There shall be no more than one (1) faculty meeting per month. Advance notice will be given a week prior to the faculty meetings except in cases of urgent necessity.

F. Planning Time:

1. All members at the middle and high school levels shall be provided with at least one (1) preparation period per day equal in length to one regular class period.

2. If at any point a teacher's plan time drops below 300 minutes per week, the teacher will have the option of being compensated at his/her hourly rate of pay.

3. All members at the elementary school level shall be provided a daily plan with at least three hundred (300) minutes per week.

G. Substituting for another teacher:

1. In the event that a substitute teacher cannot be placed in a classroom, the Principal may ask a teacher to "give up their planning time" to serve as a substitute or ask a teacher to include another teacher's class within their own. The request shall be made on a rotating basis. After the principal has gone through the rotation of request and still has no coverage, the principal has the right to assign a teacher to the classroom.

2. Any teacher, substituting for another teacher, who misses their planning time (Section F.1 or 2. above) has the right to compensation for their "missed" planning time by completing the appropriate form.

3. Compensation will be $30.00 per 80 minute period or pro-rated based upon the amount of time covered.

H. Benefits (including planning time) for those employed less than full time shall be pro-rated.

I. Conferences with parents during preparation periods shall be scheduled by the teacher.

J. Teachers shall not be required to participate in student related conferences beyond the hours of employment. Notification to participating teachers will be made one (1) working day before the meeting.

K. Extracurricular duty shall be defined as those duties which occur outside the normal time of the regular school day. A member who is requested to perform an extracurricular duty shall receive a written supplemental contract which shall include the duties to be performed, the amount of compensation to be received, and the length of the contract.

L. **SHARED TEACHERS**

1. The Superintendent shall designate a "home school" for all shared teachers, prior to the commencement of the school year. The home school shall be that location in which the teacher is assigned for the majority of the school day. The official evaluator of shared teachers shall be the administrator so charged at the home school. However, because of the unique nature of shared teacher's status, this evaluation is expected to reflect the evaluations done by administrators at other work sites.

2. In the course of the work week, shared teachers will receive planning time that is consistent with that provided teachers who are permanently stationed at the shared teacher's home school. Further, the parties agree in concept, to work jointly toward providing such shared teachers with a work location in their home school at a quality equal to teachers permanently located in that building.

ARTICLE 40 - PERSONNEL FILES

A. The teacher, upon written request, shall have the right to review, in the presence of an administrator, the contents of his/her personnel file. The teacher shall, upon written request, receive a copy of any documents contained therein. Those rights shall not include any information placed in the file as part of the information gathered prior to the teacher's employment. Although the Board agrees to protect the confidentiality of personnel recommendations, it shall not establish separate confidential files.

B. No material shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material, and his/her answer will be reviewed by the appropriate personnel administrator and attached to the copy.

C. Individuals who shall have access to a teacher's personnel file shall be defined by Ohio Revised Code (O.R.C.)

D. Entry of Materials by Teacher

1. The professional staff member may submit letters of merit which shall be placed in his/her personnel file.

E. Removal of Materials in File

1. Any material entered into a teacher's file may be challenged as to the accuracy, relevance, timeliness, or completeness of such material. If it is found to lack in any of the

aforementioned, it shall be removed from the professional staff member's file. If the Superintendent refuses to remove such material, the member may attach a written rebuttal to such material challenged.

2. Information in the personnel file may be removed upon mutual agreement of the professional staff member and administration and the Superintendent prior to the terms outlined in paragraph three (3).

3. Disciplinary information shall be removed from a teacher's personnel file on the seven (7) year anniversary of the date it was placed in the personnel file upon the teacher's written request.

F. Anonymous Letters

1. Anonymous letters or material shall not be placed in a teacher's file, nor shall they be made a matter of record.

G. Unauthorized Access

1. The contents of the personnel file of a teacher shall not be disclosed to any person not authorized by law, the provisions of this contract, or in writing by the teacher. The teacher shall be notified of any request made to review his/her file by one not authorized by section E.1. above or by the teacher.

ARTICLE 41 - PROGRESSIVE DISCIPLINE PROCEDURES

A. The administration may take progressive disciplinary action against any teacher for conviction of a felony or a major misdemeanor or for violations of, or failure to comply with, any provisions of this contract or any reasonable rules and regulations adopted by the Board of Education. Such disciplinary action shall be imposed as follows:

1. **Step I**

Verbal warning to the teacher and a conference with the principal.

2. **Step II**

Copies of the written warning from the principal or supervisor shall be given to the teacher and Superintendent. Written warning shall be initialed and dated by the teacher. The teacher's signature will not indicate agreement with the content of the warning, but indicates only that the warning has been inspected by the teacher. If a warning is placed in the personnel file it is to be stamped with the date it was placed into file and initialed by the administrator placing the information in the file.

3. **Step III**

(a) Conference with the Principal, Superintendent and teacher and the teacher's representative(s).

(b) Upon the initiative of the Superintendent and for good cause shown, Steps I, II, and III above shall be suspended and a member brought directly before the Superintendent for appropriate disciplinary action. The Superintendent may suspend a member without pay for a period not to exceed ten (10) days.

(c) The member of the bargaining unit shall be notified of his/her right to be represented at each step, and at no time shall that member be denied the presence of their representative.

(d) Disciplinary action is subject to the grievance procedure as set forth in this contract. No teacher shall be reprimanded or disciplined without just cause. A suspension shall be held in abeyance until the grievance, if any, has been resolved.

(e) Nothing herein shall preclude the Board of Education from instituting contract termination proceedings pursuant to Section 3319.16 and 3319.161 of the Revised Code at any time when, in the sole and exclusive discretion of said Board, it is determined such action is warranted.

ARTICLE 42 - SAVINGS CLAUSE

A. This Agreement is subject to all existing and applicable state or federal laws, provided that should any change be made in any state or federal laws which would be applicable and contrary to any provisions contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect. The parties shall thereafter seek to agree upon substitute provisions which are in conformity with acceptable law.

B. Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administration tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The parties will meet in a committee to discuss the abrogated provision and its impact on the Agreement. Failure to reach agreement shall result in the use of the disagreement portion of this Agreement. Provided, however, nothing herein shall require the parties to submit to impasse procedure if such party would not have been required otherwise to so submit. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 43 - NO STRIKE/LOCKOUT

A. It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board, nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Association.

B. The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement and the Association will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this Article.

ARTICLE 44 - STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

A. The Board shall designate each employee's mandatory contribution to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contribution as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designed as "picked up' by the Board, and that the amount designated as "picked up" by the Board shall be included in

computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

1. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation including supplemental earnings thereafter.

2. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workman's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

4. Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro-rata reduction shall result with the employee contributing that portion which falls below such State minimum level.

5. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the pick up in combination with other tax deferred compensation plans.

ARTICLE 45 - SCHOOL CALENDAR

A. The creation of the calendar will be subject to the section of the Ohio Revised Code related to moving calendars from days to hours. The National Trail teacher work year calendar will be defined by 183 days. Any days missed beyond five (5) days due to calamity will be made up as determined by the Board of Education (BOE). The NT BOE and NTEA may agree to use three (3) Electronic Days (e-Days) beyond the five (5) calamity days as described by the Ohio Revised Code (ORC). Changes to ORC regarding e-Days may affect this agreement.

ARTICLE 46 - LESSON PLANS

A. Daily required lesson plans shall be prepared by each member and kept in the classroom. Such plans shall be available upon request by the appropriate administrator.

B. A joint committee shall meet as necessary and recommend to the Superintendent procedures for lesson plans.

ARTICLE 47 - TUITION REIMBURSEMENT

A. The Board shall appropriate monies annually for the purposes of reimbursing teachers for tuition for on-campus courses or approved off-campus courses.

1. To be eligible for this reimbursement, teachers sign up with the Superintendent or designee. The sign-up period begins July 1 of each year for the ensuing school year.

2. Teachers will only be eligible for reimbursement for a maximum of one-thousand dollars ($1,000) per school year.

3. To be eligible for reimbursement, courses must be beyond the undergraduate level, in the field of education (which could lead to a degree program), and the teacher must receive credit for the course.

4. Teachers must submit tuition bills to the Treasurer's office. Reimbursement will be made if official documentation from the college or university shows successful completion of the course.

5. If a teacher receives tuition reimbursement from National Trail Local Schools for credit hours earned in a school year and then resigns from National Trail Local Schools prior to the next school year, National Trail Local Schools will withhold the tuition amount reimbursed to the teacher from the teacher's final paycheck. (The teacher may reach an agreement with the Treasurer allowing the tuition reimbursement amount to be withheld from the teacher's final multiple checks).

ARTICLE 48 - MAINTENANCE OF RIGHTS

A. If a new district is formed (due to consolidation, jurisdictional change, or territorial transfer) it shall in no way diminish the individual contractual status, service credit for salary placement, or any other statutory entitlement that would have accrued to an employee had the district consolidation, jurisdictional change, or territorial transfer not taken place.

B. Any transferring employee shall have the previous district service combined with the newly created district service, and it shall be considered "continuous service" for retirement benefits and any other statutory or contractual benefit which requires continuous service.

ARTICLE 49 - RETIREMENT INCENTIVE

A. A one-time flat grant of $10,000 will be paid by the Board to each teacher who elects to retire during his/her first year of eligibility with thirty (30) years of service. All thirty years must be in the field of education and the employee must be eligible to retire under STRS. Teachers must accept the retirement incentive during their first year of eligibility.

1. Other Requirements:

   a. At least 10 years under contract with the National Trail Local School District.

   b. In order to qualify for this plan, the teacher must notify the office of the Superintendent of his/her intent to retire under this plan no later than the last day of March of the school year in which the teacher will retire.

   c. In order to qualify for the plan, the teacher must present proof from STRS of his/her intention to retire to the Superintendent, in writing, in order to receive this incentive at the end of any contract year.

   d. Payment of said incentive is subject to STRS and other required contributions and shall be made to the teacher within sixty (60) calendar days, beginning with the first day the teacher is officially retired.

   e. Retirement under the plan may occur only at the end of the school year.

   f. This provision will sunset and no longer be applicable as of June 30, 2015.

ARTICLE 50
NATIONAL TRAIL LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The National Trail LPDC (NT/LPDC) shall review and approve Individual Professional Development Plan (IPDP) proposals by teachers and administrators based on the format and program established by the NT/LPDC and the Preble County consortium of Schools LPDC (PCCSLPDC), in accordance with O.R.C. 3319.22 and the Department of Education Regulation 3301-24-08. Each educator who desires to fulfill the certificate/license renewal is responsible for the design of an IPDP, subject to approval of the NT/LPDC. The plan shall be based on the needs of the educator, the students, the school, and the district.

A. NT/LPDC Membership

The NT/LPDC shall be comprised of five (5) members. Three (3) members shall be teachers and two (2) members will be from the administrative team. Appointments shall be made prior to September 1. When the committee is considering the plan of an Administrator, Treasurer or other school business official, the number of teacher committee members will be reduced by two (2). The members of the committee, who are teachers, will determine which two members will temporarily leave the committee. If the administrator who submits a plan is a member of the NT/LPDC, he/she will be replaced for the purposes of considering his/her plan only, by an Administrator to be named by the Superintendent.

B. Appointment, Terms, Stipend

The three (3) teacher members shall be appointed as per the NTEA Constitution and By-Laws. The administrative team members will be appointed by the Superintendent. The LPDC teacher members will serve rotating terms as per the NTEA Constitution and the By-Laws. The administrative members will also serve rotating terms.
Compensation for all NTLPDC teacher members will be Home Instruction Rate as defined in this negotiated Agreement. Release time shall be used as needed, with the approval of the Superintendent.

C. Operating Procedures

Members of the LPDC shall elect a Chairperson from the membership at the first meeting of the LPDC. Additionally, the LPDC will determine its operating procedures and meeting schedule by consensus. The number of meetings shall be held so to keep district costs at a minimum. Where consensus is not possible, a vote of a simple majority of the members present will be required. A quorum shall be three of the five committee members to conduct LPDC business. A minimum of two teachers and one administrator shall constitute a quorum for taking action on a classroom teacher's IPDP.

Two administrators and one teacher shall constitute a quorum for taking on an administrator's LPDP. The Board shall be responsible for clerical and recordkeeping service for the NT/LPDC.

D. Appeals

An educator may request a written explanation of the decision of the NT/LPDC and may appeal the decision to the Preble County Consortium LPDC. The approval or disapproval of an IPDP Plan is not subject to the grievance procedure in the Negotiated Agreement.

E. Relationship To and Role of Preble County Consortium of Schools Local Professional Development Committee.

1. The Preble County Consortium of Schools Local Professional Development Committee (PCCSLPDC) will develop the format for Individual Professional Development Plan (IPDP) proposals, facilitate the training needs of NT/LPDC members, coordinate county-wide in-service activities, help provide information for county-wide program decisions, establish a county-wide Entry-Year Program, maintain a Mentor Program, and serve as the appeals board when an educator's IPDP is not approved by the NT/LPDC.

2. Teacher members of the PCCSLPDC from the National Trail Local School District will be appointed in accordance with the Constitution and By-Laws of the Association.

3. Compensation for all National Trail teacher members of the PCCSLPDC will be Home Instruction Rate as defined in this Negotiated Agreement, for PCCSLPDC meetings outside the school day. Release time shall be used as needed, with the approval of the Superintendent.

ARTICLE 51 - FAIR SHARE FEE

A. Any member of the bargaining unit prior to June 1, 2001,with continuous service to the district, who elected not to become a member of the Association shall not be required to pay Association dues or a fair share fee. The Superintendent or designee shall notify each new employee at the time of employment of the requirement of paying a Fair Share Fee for services rendered by the Association if the new employee elects not to become a member of the Association.

B. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the NTEA, a fair share fee for the Association's representation of such non-members during the terms of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. Sixty (60) days employment in a bargaining unit position, or

2. January 15th

D. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

E. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for who all such fair share fee deductions were made, the period covered, and the amount deducted for each.

F. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the

bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the state of Ohio.

G. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

H. The Association agrees to hold the Board harmless in any suit, claim or administrative proceedings arising out of or connected with the imposition, determination or collection of fair share fees in accordance with this provision, to indemnify the Board for any liability imposed on it as a result of any suit, claim or administrative proceedings, to provide legal defense for the Board in any such suit, claim or administrative proceedings.

ARTICLE 52 – STRS RETIRED TEACHERS EMPLOYED BY THE DISTRICT

Any bargaining unit members who has retired under the State Teachers Retirement System (STRS) and subsequently is employed in the district may be hired at a rate of pay different from his/her academic training level and years of service as specified in the salary schedule contained in this agreement. For such members only, this provision expressly supersedes the salary schedule of this agreement (Article 9), section 3317.13 of the Ohio Revised Code, and all other applicable laws.

Such member is only eligible for a one-year employment contract that shall be automatically non-renewed at the end of that year. Such members will not resume nor be eligible for continuing contract status during any period of employment with the district. For such members only, this provision expressly supersedes the individual contracts and contract renewal provisions of this agreement (Article 12), sections 3319.111 of the Ohio Revised Code, and all other applicable laws.

Such member is not eligible to receive severance or retirement incentive payment upon leaving employment with the district (Article 50). This provision of the agreement and its terms will not be grievable under the grievance procedures of this agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

Reemployment of Retired Teachers

A. The *reemployed* teacher will start with salary schedule placement experience of 10 years and education credit of up to a Masters degree. The *reemployed* teacher will be advanced one year on the salary schedule above step 10 for each year of reemployment service in the district.

B. In the event of a reduction in force, the reemployed teacher will not have any bumping rights under Article 24.

C. Such reemployment will not jeopardize the continuation of existing academic programs nor result in the Reduction in Force (RIF) of faculty employed at the commencement of each such reemployment contract.

D. Reemployed teachers will commence their employment with zero (0) days accumulated sick leave and earn one and one-quarter (1 and ¼) days of sick leave per month. The district may advance a reemployed teacher up to five (5) days sick leave, but he/she may not participate in the sick leave bank under Article 13- Section G – Sick Leave Bank and Sick Leave Bank Guidelines.

E. Reemployed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

F. The Association president shall be advised of any reemployment situation.

G. Non-retired teaching staff will have the same priority with all bargaining unit employees for supplemental contracts.

H. Retired teachers hired into the system shall not accumulate seniority.

I. Retired teachers hired into the system shall not qualify to receive tuition reimbursement but will qualify for professional development leave.

J. Retired teachers hired into the district will be required to enroll as an Association member or as a Fair Share member.

K. Retired teachers hired into the district shall not qualify for sick leave severance upon separation from the district.

L. There is no guarantee of employment to system employees who have retired. They will compete for employment with the general population.

M. Retired teachers who are new, or have been out of teaching more than one year, to the district will be placed on the PHASE I evaluation status. Veteran teachers of the District will be placed on PHASE II evaluation status.

ARTICLE 53 – BACKGROUND CHECKS

The Board will reimburse the cost of the state required background checks. Proof of payment will be provided to the Treasurer.

ARTICLE 54 – DURATION OF AGREEMENT

A. This Agreement subject to adoption by the parties shall be for a year (1) period, effective as of June 29, 2014 and ending June 30, 2015.

B. Either party may initiate negotiations for a successor Agreement by written notification to the other party not more than one hundred twenty (120) days but not less than ninety (90) days prior to the expiration date of this Agreement.

C. A mutually agreeable meeting date shall be adopted by the spokesperson for the two (2) parties.

NATIONAL TRAIL LOCAL SCHOOL DISTRICT

By: _____

Board President

_____

_____

Superintendent

NATIONAL TRAIL EDUCATION ASSOCIATION

By: _____

Association President

_____

_____

OEA Consultant

ADDENDUM A
WAGES

The Salary Schedule shall be based on $28,788 for the 2013-14; $29,292 for the 2014-15 school year. STEPS reinstituted at the beginning of the 2013-14 school year.

WAGES:

2015-16 Re-opener on language and wages.

ADDENDUM B

NATIONAL TRAIL LOCAL SCHOOL DISTRICT
CERTIFIED PERSONNEL
SALARY SCHEDULES AS PROPOSED
2014-2015

Step	BA/BS	150	MS	MS+15	BA/BS	150	MS	MS+15
0	29,292	30,406	32,075	33,540	1.000	1.038	1.095	1.145
1	30,523	31,783	33,599	35,210	1.042	1.085	1.147	1.202
2	31,753	33,159	35,121	36,879	1.084	1.132	1.199	1.259
3	32,984	34,536	36,645	38,549	1.126	1.179	1.251	1.316
4	34,213	35,913	38,168	40,219	1.168	1.226	1.303	1.373
5	35,444	37,289	39,692	41,889	1.210	1.273	1.355	1.430
6	36,675	38,666	41,214	43,559	1.252	1.320	1.407	1.487
7	37,905	40,043	42,738	45,227	1.294	1.367	1.459	1.544
8	39,135	41,420	44,262	46,896	1.336	1.414	1.511	1.601
9	40,365	42,797	45,784	48,566	1.378	1.461	1.563	1.658
10	41,596	44,174	47,307	50,236	1.420	1.508	1.615	1.715
11	42,826	45,549	48,830	51,906	1.462	1.555	1.667	1.772
12	44,056	46,926	50,354	53,576	1.504	1.602	1.719	1.829
13	45,285	48,302	51,877	55,246	1.546	1.649	1.771	1.886
14	46,516	49,679	53,400	56,915	1.588	1.696	1.823	1.943
15	47,747	51,057	54,923	58,585	1.630	1.743	1.875	2.000
18	48,976	52,433	56,447	60,254	1.672	1.790	1.927	2.057
21	50,207	53,810	57,969	61,924	1.714	1.837	1.979	2.114

ADDENDUM C

SUPPLEMENTAL PAY SCHEDULE

A. The salary for each supplemental position on the attached schedule will be determined by multiplying the index figure for that position times the current BA-0 base salary. Supplemental positions are subject to the following conditions:

1. The Board retains the right to fill those positions it deems appropriate and is not required to fill any or all positions.

2. The Board may create any new position(s) it deems appropriate without negotiations. When such new positions are created, the rate of pay will be established by negotiations between the Board and the Association. Issues regarding supplemental contracts may, upon request, be submitted for negotiations in accordance with the provisions of Article 3.

3. If it becomes necessary for the Board of Education to fill a supplemental position from outside the bargaining unit, the Board will determine the rate it will pay the individual filling such positions. Such compensation shall not exceed the amount specified on the Supplemental Pay Schedule except as may be required by law.

4. The Board shall reimburse supplemental contract holders for registration and mileage to and from workshops relating to complying with Rule 3301-027-01. Prior approval for these expenses must be obtained from the Superintendent.

5. All employees who are issued a supplemental contract will be issued a job description, which will be reviewed by the employee and the Board designee, prior to the signing of the contract, and will have a year end summary conference.

ADDENDUM C

SUPPLEMENTAL SCHEDULE: 2014-2015

POSITION	INDEX	PAY
ATHLETICS		
Athletic Director	0.18	5,273
Athletic Director-Assistant	0.08	2,636
HEAD COACH-HS		
Baseball	0.09	2,636
Basketball-Boys	0.14	4,101
Basketball-Boys-Freshmen	0.06	1,758
Basketball-Girls	0.14	4,101
Cross Country- HS	0.08	2,343
Football	0.14	4,101
Boys' Golf	0.08	2,343
Girls' Golf	0.08	2,343
Soccer - Boys	0.08	2,343
Soccer - Girls	0.08	2,343
Softball	0.09	2,636
Strength Coordinator	0.08	2,343
Track-Boys & Girls	0.09	2,636
Volleyball-Girls	0.09	2,636
Wrestling	0.08	2,343
HEAD COACH-MS		
7th Basketball-Boys	0.05	1,465
7th Basketball-Girls	0.05	1,465
7th/8th Track-Boys & Girls	0.05	1,465
7th Volleyball-Girls	0.05	1,465
8th Basketball-Boys	0.05	1,465
8th Basketball-Girls	0.05	1,465
8th Volleyball-Girls	0.05	1,465
Cross Country-MS	0.05	1.465
Football	0.06	1,758
Wrestling	0.05	1,465
ASSISTANT COACH-HS		
Baseball-Reserve	0.05	1,465
Basketball-Boys-Reserve	0.08	2,343
Basketball-Girls-Reserve	0.08	2,343
Football	0.08	2,343
Football	0.08	2,343
Football	0.08	2,343
Softball-Reserve	0.05	1,465
Track-Boys	0.05	1,465
Track-Girls	0.05	1,465
Volleyball-Girls-Reserve	0.05	1,465
ASSISTANT COACH-MS		
7th/8th Track-Boys/Girls	0.03	879
Football	0.04	1,172

POSITION	INDEX	PAY
CHEERLEADING		
Cheerleading Advisor-HS	0.08	2,343
Cheerleading Advisor-MS	0.05	1,465
PERFORMING ARTS		
Drama-HS	0.04	1,172
Flag Corp Advisor	0.04	1,172
Indoor Drumline Director	0.03	879
Instrumental Director-HS	0.14	4,101
Instrumental Asst Director-HS	0.06	1,758
Instrumental-MS	0.02	586
Steel Drum Director-HS	0.08	2,343
Steel Drum Director-MS	0.02	586
Vocal Music Director-ES	0.02	586
Vocal Music Director-HS	0.02	586
Vocal Music Director-MS	0.02	586
Show Choir Director	0.04	1,172
Winterguard	0.03	879
PUBLICATIONS		
Yearbook-ES	0.02	586
Yearbook-HS	0.06	1,758
Yearbook-MS	0.02	586
SCHOOL DISTRICT ASSISTANT		
Fair Display Coordinator	0.01	293
Science Fair Coordinator-MS	0.01	293
CLUB ADVISORS		
8th Grade Class	0.04	1,172
Art	0.02	586
Freshmen Class	0.03	879
Honor Society-HS	0.02	586
Honor Society-MS	0.02	586
Junior Class	0.05	1,465
Quiz Bowl-HS	0.04	1,172
Quiz Bowl-MS	0.03	879
Renaissance Club	0.02	586
Science Olympiad-HS	0.04	1,172
Science Olympiad-MS	0.04	1,172
Senior Class	0.04	1,172
Sophomore Class	0.03	879
Spanish Club	0.02	586
Student Council-HS	0.02	586
Student Council-MS	0.02	586
Washington DC Trip Coordinator	0.06	1,758

*** Base—29,292 (14-15)**

2014-15

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is entered into between the National Trail Education Association and the National Trail Board of Education.

WHEREAS, the National Trail Education Association and the National Trail Board of Education entered into a certain Collective Bargaining Agreement, effective July 1, 2014 through June 30, 2015 (CBA); and

WHEREAS, Article 53 of said CBA sets forth certain conditions applicable to the employment of retirees; and

WHEREAS, the parties hereto desire to maintain good employer-employee relations and have agreed to make certain modifications to said Article 53.

NOW THEREFORE, the National Trail Education Association and the National Trail School Board hereby agree to modify Article 53 as follows:

1. Paragraph A shall be replaced with the following language:

   A. The reemployed teacher will start with salary schedule placement experience of 0 years and education credit of up to a Masters degree. For each year of subsequent reemployment with the district, such teacher shall be placed on the salary schedule, and shall remain, at 0 years of experience.

2. Paragraph M shall be replaced with the following language:

   M. Reemployed teachers who are new to the district, or have been out of teaching more than one year, will be subject to the Ohio Teacher Evaluation System (OTES) Model approved by the Board of Education. Their Student Growth Measures will be evaluated the same as any non-retire/rehire teacher in the National Trail School system as identified by Board of Education policy.

3. Paragraph N shall be added, as follows:

   N. For any insurance coverage, a reemployed teacher must be carried on his/her spouse's insurance(s), if possible. If coverage through a spouse is not possible, the reemployed teacher may enroll ONLY under an individual/single health insurance plan through National Trail. However, if the spouse of the reemployed teacher is currently an employee of National Trail, then the reemployed teacher and spouse may elect to obtain health insurance coverage under one family plan or two individual/single insurance plans through National Trail. All insurance coverage is subject to the normal application process and other requirements of the carrier.