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NEGOTIATED AGREEMENT

BETWEEN

**NORTHRIDGE BOARD
OF
EDUCATION**

AND

**NORTHRIDGE
EDUCATION
ASSOCIATION**
(Licking County)

JULY 1, 2015 through JUNE 30, 2018

MISSION

The mission of the Northridge Local Schools is to prepare all students for success in life by providing an exceptional education.

VISION

Northridge Local Schools....
a partnership in excellence in education

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ARTICLE 1
A DOCUMENT GOVERNING
PROFESSIONAL NEGOTIATIONS IN THE
NORTHRIDGE LOCAL SCHOOL DISTRICT

PREAMBLE

The Board of Education of the Northridge Local School District together with the Northridge Education Association recognizes that the development and operation of education programs of the highest quality for the benefit of the students and their communities are a responsibility which requires, for its effective discharge, cooperation between the Board, the Superintendent and administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have the same ultimate aim of providing the best educational opportunities for all pupils, results of scientific investigation, evaluation of experimental efforts, or the analysis of effective instructional programs should be used to determine what is best for the education of pupils. Therefore, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling. Thus, the Association subscribes to the current Code of Ethics of the Education profession as adopted by the National Education Association (NEA) and the Ohio Education Association (OEA), respectively.

The Board of Education, the Superintendent and the administrative staff, and the teaching staff can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experience and judgment of the other in resolving matters of mutual concern which affect the quality of the total educational program.

It is the purpose of this document to establish this relationship between the Board of Education and the Northridge Education Association, and to set forth an orderly procedure for the consideration and resolution of matters of mutual concern. Thus the parties do hereby agree as follows:

SECTION 1: RECOGNITION

The Northridge Local Board of Education, hereinafter referred to as the "Board", recognizes the Northridge Education Association, an affiliate of the Ohio Education Association (OEA) and the National Education Association (NEA), as the sole and exclusive representative and bargaining agent for the bargaining unit members as defined in Section II, Bargaining Unit Representation, employed by the Board.

SECTION 2: BARGAINING UNIT REPRESENTATION

- A. The Association shall be the sole and exclusive bargaining representative for the certificated teaching personnel (hereinafter referred to as members of the bargaining unit) including guidance personnel, nurses, librarians, speech and hearing therapists, and tutors.

- B. Substitute teachers employed in the Northridge Local School District on a continuous basis in the same position for a period of sixty (60) or more days and those employed on a continuous basis or a combination of days thereof for one hundred twenty (120) days or more shall be members of the bargaining unit but shall be specifically excluded from the application of the contract renewal provisions of this Agreement. Both parties agree that the provisions of Section 3319.11 and 3319.111 ORC shall not be applicable to substitute teachers included in the bargaining unit unless specifically employed as a regular teacher on a regular limited contract by the Board.
- C. Casual and day to day substitutes, aides, part-time tutors, hourly employed teachers teaching less than seventeen and one-half (17.50) hours per week, athletic director, administrative and supervisory staff and any other employees not specifically included are excluded.
- D. Administrative and supervisory employees who have the authority to hire, assign, evaluate, discipline, transfer, suspend, lay off, recall, promote, to responsibly direct other employees, to adjust employee grievances or to effectively recommend such action, to negotiate or administer negotiated agreements on behalf of the Board, or to responsibly participate in the formation of Board policy are excluded from the bargaining unit.
- E. Members of the bargaining unit shall have the right to join or not to join the Association and membership shall not be a prerequisite for employment or continued employment.

SECTION 3: TERMS OF RECOGNITION

- A. This recognition shall remain in effect until terminated according to the provisions of Chapter 4117 of the Ohio Revised Code (ORC).
- B. The Association shall inform the Board Treasurer in writing of the names of its officers by August 1 of each school year.
- C. The exclusive recognition granted to the Association may be challenged in accordance with Chapter 4117 of the Ohio Revised Code.

SECTION 4: DEFINITIONS

A. DAY

Shall mean calendar day unless otherwise specified.

B. "GOOD FAITH" NEGOTIATIONS

Both the Board and the Association shall conduct negotiations in "Good Faith" as defined in Section 4117 of the Ohio Revised Code and/or through the rules, regulations, and procedures established by SERB.

SECTION 5: SCOPE OF NEGOTIATIONS

All matters pertaining to wages, hours, or terms and other conditions of employment as allowed by ORC 4117.08 and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the parties.

SECTION 6: PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. METHOD I

1. Request for Meeting

- a. At any time after January 1, but before May 15, of the year in which the contract expires, either the Board or the Association may cause negotiations for a successor agreement to commence by giving written notification to the other party that it desires to open negotiations for the purpose of making modifications to the existing Collective Bargaining Agreement that will result in a new successor agreement. Such notice by the Association shall be served on the superintendent of schools and notice by the Board shall be served on the president of the Association.
- b. A mutually convenient initial meeting date shall be set no later than fifteen (15) working days after the date of request, unless both parties agree to a later date. All proposals shall be submitted in writing by both parties at the initial meeting. Thereafter, no new items shall be submitted without mutual consent.

2. Negotiating Teams

- a. Members of the Board and their designated administrative representatives, who shall not be members of the bargaining unit, shall meet with the designated member representatives of the Association to negotiate in good faith. The Association's representatives shall be limited to four (4). The Board shall be limited to four (4) representatives.
- b. All negotiations shall be conducted exclusively between representatives of the Board and representatives of the Association in executive sessions unless mutually agreed upon by both parties.
- c. While no final agreement shall be executed without ratification by the Association membership and the Board, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

3. Negotiating Meetings

- a. Until all items on the agenda have been negotiated to the satisfaction of both parties, each meeting shall include a decision upon an agreed time and place for the next meeting.
- b. When the Board and Association representatives have reached agreement on a proposal, it shall be reduced to writing and initialed by the chairperson of each group before the close of the session.
- c. The chairperson of either group may caucus his/her group for independent discussion at any time. Caucuses will be no longer than thirty (30) minutes except by mutual agreement.
- d. The chairperson of either group may call a recess when it appears no more meaningful discussion can be accomplished. Such recesses should be of reasonable length as mutually agreed upon by both parties. In absence of mutual agreement, such recesses shall not exceed forty-eight (48) hours.

B. METHOD 2

Request for Meeting

1. If either the Board of Education or NREA wishes to conduct negotiations by a different method than outlined in Method 1, representatives of the Board and NREA shall conduct such meetings as needed to reach agreement on the method and details for implementation.
2. In the event no agreement on a method can be reached, all language reverts to original contract language.

C. INFORMATION RELEASE

All releases to the news media during the negotiations shall be mutually agreed upon by both parties before release. Progress reports may be made to the represented body of either negotiations team at the discretion of the team.

SECTION 7: REACHING AGREEMENT

As agreement is reached between the teams on each issue, it shall be reduced to writing and initialed by the chairperson of each team indicating tentative agreement.

When all items under consideration have been resolved, the total document of issues shall be submitted to the Association for ratification and then submitted to the Board for approval at its next regular or special meeting. Upon affirmative action by the Board, the terms of the agreement shall become the Negotiated Agreement and both parties agree to abide by the terms and conditions thereof. The Association shall provide copies of the Negotiated

Agreement to all members of the bargaining unit. The Association shall be responsible to advise its members relative to the terms and conditions of the Negotiated Agreement.

SECTION 8: DISAGREEMENT

A. RESPONSIBILITIES

The parties pledge themselves to negotiate in "Good Faith" and, in the event of failure to reach agreement by the expiration date of the contract, the expiration date may be extended by mutual consent.

B. IMPASSE

If agreement is not reached on all issues submitted for negotiations, either party may declare that an impasse exists. Upon the declaration of an impasse by either party, both parties will jointly request the services of the Federal Mediation and Conciliation Service to assist with the resolution of impasse.

It is agreed by the Association and Board that the terms of the existing Negotiated Agreement shall be extended throughout the impasse procedure period.

It is agreed that the Federal Mediator shall be authorized to hold meetings with both parties and may request the submission of information believed to be relevant to the issues. Upon the declaration by the Mediator that progress in resolving the disputes is not being made, the Association may initiate the provisions of Section 4117.14 (D) of the ORC.

To the extent that the parties may lawfully agree, it is also agreed that the negotiating procedures and the procedures to resolve disputes outlined in this Article of agreement between the Board and Association shall be used by the parties in lieu of those in Section 4117.14 of the ORC governing said collective bargaining procedures.

The cost of employing all mediation services shall be shared equally by the Association and the Board.

ARTICLE 2 **GRIEVANCE PROCEDURE**

A. GRIEVANCE POLICY

The Northridge Board of Education recognizes that in the interest of effective personnel management, procedure is necessary whereby its teachers can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all teachers, and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure.

B. PURPOSE AND OBJECTIVES

The primary purpose of this procedure shall be to obtain, at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Northridge Education Association agree that grievance proceedings shall be handled in a confidential manner.

C. GRIEVANCE DEFINED

A grievance is an alleged violation, misinterpretation, or misapplication of any provision of the negotiated agreement between the Board and the Association.

D. GENERAL PROVISIONS

1. An individual grievance shall be initiated by the person so aggrieved.
2. A group grievance may be filed when two (2) or more members of the bargaining unit allege that a violation, misinterpretation, or misapplication of a provision of the negotiated agreement arose out of the same or substantially the same circumstances.

Group grievances shall be submitted in writing with a list of all members of the bargaining unit alleging the same violation unless the group grievance affects all members of the bargaining unit.

An association grievance shall mean a grievance that is an alleged violation of a right, benefit, or privilege granted to the Association under the terms of this Contract.

3. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.
4. A grievance shall be reduced to writing and include: (1) the alleged violation; (2) relief sought; and (3) date of initiating procedure.
5. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.
6. Counsel of choice may be used by all or any party involved in the grievance procedure at all levels. If counsel for the teacher is an organizational counsel, it shall be only the official representatives of the recognized teacher organization.
7. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.

8. A grievance may be initiated at Level II when it has been determined by the building principal and the aggrieved party that the subject is not within the principal's realm of responsibility or control.
9. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.
10. Nothing contained in this procedure shall be construed as limiting the individual rights of a member of the bargaining unit having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
11. A day shall be a school day.

E. PROCEDURE

1. Level I - Administration

A copy of the written grievance shall be submitted to the aggrieved's immediate administrator and the superintendent within twenty (20) days of becoming aware of the alleged violation.

Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved.

Within seven (7) days of the filing of the grievance, a meeting shall be held between the aggrieved and the administrator. Either the aggrieved or the administrator may have present, such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within seven (7) days of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

Failure of the Administrator to respond in the time limit stated shall mean the relief sought shall be implemented.

2. Level II - Superintendent

If the aggrieved is not satisfied with the response received in Level I, he/she may within seven (7) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.

Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the suggestion for resolution stated in the previous level.

The meeting shall be within seven (7) days of receipt of the request.

The meeting shall be conducted in a manner as stated in Level I.

Within seven (7) days of the date of the meeting, the Superintendent shall provide the aggrieved with a written response stating his position and suggestion for resolution of the grievance.

Failure of the Superintendent to respond in the time limit stated shall mean the relief sought as stated in the previous level of the proceedings shall be implemented.

3. Level III - Board

If the aggrieved is not satisfied with the suggestion for resolution received in Level II, he/she may within seven (7) days of receipt of such written response, submit his/her written grievance to the Board of Education and request a meeting to discuss the grievance.

Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the suggestion for resolution stated in the previous level.

The meeting shall be within seven (7) days of receipt of the request.

The meeting shall be conducted in a manner as stated in Level I.

Within seven (7) days of the meeting, the Board of Education shall provide the aggrieved with a written response stating its position and suggestion for resolution of the grievance.

Failure of the Board of Education to respond in the time limit stated shall mean the relief sought as stated in the previous level of the proceedings shall be implemented.

4. Level IV - Arbitration

If the aggrieved is not satisfied with the suggestion for resolution received in Level III, he/she may, within seven (7) days of receipt of such written response, make written request to the Board and the Association that the grievance be submitted to arbitration.

The arbitrator shall be selected by the President of the Association for the Association and by the Superintendent for the Board.

If the Association and the Superintendent cannot agree on an arbitrator, the arbitrator shall be selected from the American Arbitration Association, according to its voluntary rules and regulations.

The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling on the grievance as stated.

The ruling of the arbitrator shall be made in writing to the aggrieved and to the Superintendent and be final to the limit of the grievance as stated.

Cost of the arbitrator shall be borne by the party against whom the arbitrator rules. This does not include filing fees assessed each party when the American Arbitration Association is used.

The arbitrator shall not have the authority to add to, subtract from, or in any way modify the provisions of this agreement.

A grievance may not be taken to arbitration without the approval of the Association Executive Committee.

ARTICLE 3

PUBLIC COMPLAINT PROCEDURE

A. LEVEL I - PROFESSIONAL STAFF MEMBER

A complaint against a professional staff member shall be directed to the professional staff member. If the complainant sees or talks to an administrator first, the administrator may discuss the situation and the professional staff member must be notified of the complaint by the next work day. The complainant and the professional staff member shall meet to resolve the problem at this level. An observer may be present at the request of either party.

B. LEVEL II - PRINCIPAL

If such conferences do not lead to understanding and resolution of the problem involved, a meeting involving the professional staff member, the principal, and the complainant will be arranged by the principal to attempt to solve the problem. If no agreement can be reached, the principal shall request that the complainant reduce the complaint to writing. The complaint shall be filed with the superintendent with copies given to the principal and the professional staff member. Should the complainant fail to file the written complaint within seven (7) days, the matter shall be considered closed.

C. LEVEL III - SUPERINTENDENT

After the written complaint is filed with the Superintendent, the Superintendent shall meet with the professional staff member, the principal, and the complainant to attempt to solve the problem. If a solution is still not reached, the complainant may appeal the matter to the Board of Education for action at the next regular Board meeting.

D. LEVEL IV - BOARD OF EDUCATION

The Board of Education will hear the complaint and the parties in an executive session. The professional staff member may, at this level, be represented and/or accompanied by counsel, another member of the faculty, another staff member, a representative from the Northridge Education Association, and/or a representative from the Ohio Education Association.

No record of any complaint shall be placed in a member's file unless this procedure is followed.

ARTICLE 4 **HARASSMENT**

Any staff member who believes he/she is the victim of threatening behaviors, actions, and/or sexual harassment should submit a written report to his/her building principal or the superintendent who will initiate an investigation according to Board policy.

ARTICLE 5 **ASSOCIATION RIGHTS**

The Northridge Education Association shall be granted the following privileges:

- A. Use of school facilities for meetings. Meetings shall be arranged to not interrupt normal instructional programs and shall be in keeping with Board policy governing use of buildings. A building use form is to be completed.
- B. Use of school equipment such as copiers, computers, calculators, and audio-visual machines. Board purchased consumable materials used by the NREA, i.e. paper, shall be paid for by the NREA at Board cost.
- C. Use of faculty bulletin boards.
- D. Use of internal school mail delivery and school email.
- E. Payroll deduction of dues. NREA/OEA/NEA dues deduction will normally be in twenty-two (22) equal deductions annually. Signed authorization cards shall be submitted to the Treasurer of the School Board one (1) week prior to the first pay in October of each year the teacher is requesting dues deductions be made. If such authorization card is

not received by the time indicated, the Treasurer is without power to make any deductions of this nature from a member's salary. Teachers who wish to withdraw dues deduction authorizations may submit such request in writing to the Treasurer with a copy to the Association between August 15 and September 15. A member who leaves the employment of the district during the payroll deduction period shall have the remaining balance of Association dues deducted from the final paycheck and forwarded to the Association by the Treasurer.

- F. The Treasurer shall give dues collected to the NREA Treasurer in a procedure agreeable to the Board and the Association.
- G. The Board shall make available to the President of the Association a copy of the Board agenda on the date a copy is mailed or given to the members of the Board. The Board agenda shall include a copy of the previously approved minutes.
- H. Local district in-service programs shall be planned by the Administration in cooperation with members of the NREA and approved by the Board.
- I. All members serving on a committee established by the local Superintendent and approved by the Board for which released time from regularly assigned duties have not been granted shall be eligible for reimbursement only if the committee meets after their regularly scheduled duty day and/or on Saturday and committee members shall be reimbursed at the rate of twenty-five dollars (\$25.00) per hour for all hours authorized by the local Superintendent.

ARTICLE 6 **INDIVIDUAL RIGHTS**

A. RECOGNITION

The Board fully recognizes all personal rights and freedoms granted teachers by the Constitution and will abide by all laws that pertain to the teachers it employs.

Recognized individual rights shall include:

1. The right to join and participate in civic or professional organizations on one's personal time.
2. The right to participate in political functions on one's personal time.
3. The right to privacy and recognition that one's personal life is not a condition of employment unless it interferes with the effective performance of contract duties.

B. TERMINATION OF CONTRACT

Termination of a teacher's contract shall be according to Section 3319.16 and relative provisions of the Ohio Revised Code.

C. NON-RENEWAL OF REGULAR LIMITED CONTRACT

Beginning with the third year of employment, the non-renewal of a member's contract shall be as follows:

1. Non-renewal of a member's limited contract shall be due to gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board of Education, or for other good and just cause.
2. Members whose contracts are due to expire shall be notified in advance of the meeting at which their contracts will be acted upon by the Board for renewal or non-renewal and in accord with Section 3319.11 ORC. Members may be present at this meeting and at any executive session of the Board of Education in which the renewal of their individual contracts are discussed.

In such executive sessions, they will be given an opportunity by the Board of Education to respond to any reasons the Board may consider sufficient for non-renewal.

3. The Board and Association specifically agree that compliance with the procedures set forth in this negotiated agreement shall fully satisfy any and all requirements of law with respect to the non-renewal of limited and extended limited teaching contracts for members of the bargaining unit including, but not limited to all the requirements of Section 3319.11 of the Ohio Revised Code as amended by Amended Substitute HB 330.

D. FAIR DISMISSAL PROCEDURE AND REPRIMAND PROCEDURE

1. A full written record of evaluation of a member's professional service shall be maintained prior to any recommendation by the Administration to the Board for any action of dismissal, reprimand or discipline.
2. The Board further agrees that no bargaining unit member will be reprimanded in the presence of any other bargaining unit member, student, parent, member of the public, or any non-certified employee.
3. Prior warning of reprimand shall be made in writing to the member by the Administration before recommending dismissal to the Board.
4. This policy shall not be construed to limit any professional or legal rights of the Board or member involved in obtaining due process.
5. The member will have the right of representation at any of the above proceedings in Article 6 which become a written record in the personnel file.

ARTICLE 7

REGULAR TEACHING DUTIES

A. RESPONSIBILITY

To the Principal of the respective assigned building.

B. GENERAL DUTIES

1. The primary duty is to teach boys and girls.
2. It is the teacher's duty to abide by the rules, regulations and policies adopted by the Board and Administration.

C. SPECIFIC DUTIES

Teachers shall abide by the following:

1. Keep informed of new developments in their field(s) of instruction and use the methods and techniques that best meet the needs of the students within the limits of authority, facilities, and materials available.
2. Supervise students in the classroom and/or learning centers during instructional time. Assignment to routine supervision of students, e.g., during arrival, dismissal, lunchroom, playground, and other non-instructional time shall be made in an equitable manner for all faculty members.
3. Conduct classes of instruction according to the assigned time schedule and monitoring student behavior in a professionally appropriate manner. Teachers shall be responsible to determine, insofar as is reasonable, the destination of any assigned student who leaves their classroom. It is the teacher's responsibility to inform the Principal or his/her designee immediately after the dismissal of any student whose physical well-being or whose reliability merits administrative inquiry. In addition, any student who has not had the teacher's permission to leave or any student who has been dismissed from the classroom for a disciplinary matter is to be reported immediately to the principal or his/her designee.
4. Assist in supervision of students in the halls and classroom during arrival, dismissal, and change of classes.
5. Maintain appropriate discipline and control. Student discipline by the teacher shall relate to the situation and individual student. Questions related to the propriety or degree of disciplinary methods shall be answered by the principal. Accepting the importance of cooperation between administration and teachers in

maintaining proper discipline, the principal and the teacher shall give mutual support to each other.

6. Remain with students during class or other supervisory duty, except in an emergency situation at which time an attempt should be made to have another adult cover the class.
7. Maintain appropriate records of student progress. Complete and forward related reports in keeping with administration procedures and directives.
8. Obtain approval of the building principal or the designated representative when leaving the building during the regular school day.
9. Keep written lesson plans which reflect the state standards and include the objective, learning activity, and assessments.
10. Complete district substitute packets including seating charts and related materials by the end of the first month of school. The packets will be kept in the office and teachers will make updates as needed.
11. Attend faculty meetings and district in-service programs called by the principal or superintendent unless excused by the immediate administrative supervisor within the normal work day. Extracurricular activities may not be scheduled during the contracted school day on Professional Development Days.
12. Report any accident or illness of students to the principal's office.
13. Report any hazardous or unsafe health condition observed in or around the school to the principal.
14. Have students move immediately away from any unsafe or immediate danger and notify the principal's office of the condition.
15. Refrain from providing or administering internal medicines of any kind.
16. Certificated staff will not be required to perform routine hygienic procedures.
17. Give full attention to contract responsibility within the normal work day.
18. As a professional, dress appropriately.
19. Perform other teacher-related activities assigned by the building principal within the normal work day.
20. Attend and actively participate in some school related activities such as parent-teacher organizations, musical programs, athletic contests, plays, dances,

festivals, recognition dinners, awards banquets, assemblies, community nights, open houses, and graduation.

ARTICLE 8

TEACHING CONDITIONS

- A. Teachers shall be on duty for no more than one hundred eighty-four (184) days in the regular school year. Those teachers having supplemental contracts that require extended service shall work in addition to these days according to said supplemental contract provisions.
- B. The school day for all full-time teachers shall be seven and one-half (7 ½) continuous hours inclusive of a duty-free lunch period of no less than thirty (30) minutes. Teachers with supplemental contracts requiring additional time shall work the hours required in keeping with the contractual provisions.
- C. 1. All secondary teachers shall be scheduled at least one (1) non-pupil contact period during the student's day.
2. All elementary teachers shall be scheduled at least one (1) non-pupil contact period during the teacher's day.
3. Members required to travel between two (2) or more buildings will be assigned an instructional schedule accordingly by the local Superintendent and said travel time shall not be counted toward the member's thirty (30) minute duty free lunch time or counted as planning or conference time.
- Members whose assignment requires travel between two (2) or more buildings in the district shall be reimbursed at the IRS rate per mile. The IRS rate will be determined at the beginning of each calendar year.
- D. Members shall not lose any salary on days school is closed due to inclement weather.
- E. The majority of staff at each building will determine if more than two (2) monthly faculty meetings will be held. At least five (5) days' notice will be given for all meetings. The principal may call emergency meetings as necessary within the normal work day.
- F. On days of regular faculty meetings, the teacher day shall not exceed seven and one-half (7 ½) continuous hours. General faculty and in-service meetings scheduled for the entire day shall be a part of the regular school year.
- G. Every available means will be exercised in the interest of obtaining substitute teachers in the absence of regular classroom teachers. Regular teachers may serve as substitutes during time when they are not scheduled to have pupil contact. Regular teachers used as period substitutes will be supplied with a pay slip by the principal and shall be paid

\$25.00 per class period upon completion and return of the forms. They will be paid within thirty (30) days.

- H. Adequate instructional materials for students and teachers shall be provided by the Board.
- I. Parent-teacher conferences will be arranged at times agreed to between the parent and teacher. Frequency of said meetings shall be necessary to benefit the child. Scheduled parent-teacher conference days arranged by the administration after consultation with building faculty may start at a time different from the regular starting time for teachers; however, such scheduled time shall not exceed seven and one-half (7 ½) continuous hours including one-half (½) hour duty-free lunch time for teachers. Days of parent-teacher conferences will be days of instruction in classes not conducting conferences.
- J. A kindergarten teacher with two (2) or more full-size classes shall be given an additional non-pupil contact day to conduct conferences with parents. A substitute teacher will be hired to cover the teacher's class on the day that the teacher is conducting parent conferences.
- K. Establishing the school calendar, including any subsequent changes due to emergencies and/or calamity days, is the legal responsibility of the Board of Education. However, the local Superintendent will review with the NREA President for input, at least thirty (30) days prior to Board adoption, the annual proposed school calendar to be submitted to the Board for its adoption. Changes due to emergencies or calamity days shall be excluded from this procedure. However, the Superintendent shall notify the NREA in advance.
- L. Members shall be provided the best possible work areas present facilities permit.
- M. Members will be provided separate restroom facilities in each building.
- N. Members will be provided access to telephone facilities in a restricted area to conduct school related business.
- O. The Board shall make available to members of the bargaining unit an updated Board policy book online.
- P. Known Cytomegalovirus (CMV) shedders will be placed with low risk teachers (those teachers with positive results on a CMV test or those teachers with negative results and not actively considering pregnancy). A CMV shedder will not be placed with a pregnant staff member.

ARTICLE 9

CLASS SIZE OBJECTIVES

The following objectives shall be pursued to provide better education:

- A. Equity in class size and grade level will be maintained throughout the school district.
- B. For grades kindergarten through third grade, the maximum pupil-teacher ratio is 22:1 per session. When this maximum ratio is exceeded and the enrollment is 25-26, the teacher shall be assisted by two hours of daily aide time.

With an enrollment of 27, the class shall be reduced to the maximum ratio. Class size is the number of students enrolled in graded subjects taught by the classroom teacher. Inclusion students taught by classroom teachers count as full-time students.

- C. For grades 4-6, the maximum pupil-teacher ratio is 25:1. When the maximum ratio is exceeded and the enrollment is 28, the teacher shall be assisted by two hours of daily aide time.

With an enrollment of 29, the class shall be reduced to the maximum ratio. Class size is the number of students enrolled in graded subjects taught by the classroom teacher. Inclusion students taught by classroom teachers count as full-time students.

- D. For grades 7-8, the maximum pupil-teacher ratio is 25:1.

For grades 7-8, class size and load will be balanced to the degree possible and the maximum shall be twenty-five (25) students per any one (1) period unless cooperatively agreed by the teacher and administrator due to scheduling necessities. A teacher shall be assigned no more than one hundred fifty (150) students per day. No more students shall be assigned to exceed the facilities or materials in the classroom or instruction center where teaching occurs to assure meaningful education can be conducted.

- E. Special education classes shall be of a size in keeping with State and Federal Guidelines stated.

- F. For grades 9-12, class size and load will be balanced to the degree possible and the maximum shall be twenty-five (25) students per any one (1) period unless cooperatively agreed by the teacher and administrator due to scheduling necessities. A teacher shall be assigned no more than one hundred fifty (150) students per day. No more students shall be assigned to exceed the facilities or materials in the classroom or instruction center where teaching occurs to assure meaningful education can be conducted.

ARTICLE 10

TEXTBOOK SELECTION COMMITTEE

When the Board prepares to consider changes in existing curriculum or text materials, the following provisions will be followed:

- A. All teachers in the field(s) of study affected shall be notified as to what changes are being considered.
- B. All teachers in the affected field(s) shall have the opportunity to provide input. The Superintendent or his designee shall appoint a committee which shall have teacher representatives from the field(s) of study involved. Where appropriate, each building shall have a teacher representative on this committee.
- C. The committee shall be provided all necessary materials and directions from the administration relative to alternatives and material resources available.
- D. When such a study involves consideration of change in an entire series of materials, there shall be a minimum period of six (6) to eight (8) weeks provided for teachers to review all materials.
- E. The final selection of the committee and supporting rationale shall be presented to the Board.
- F. If the Board makes a selection other than the recommendation of the committee, the teachers shall be given written reasons for the same by the Superintendent.
- G. All members serving on an approved Textbook Selection Committee receiving no released time from regularly assigned duties and meeting after their regularly scheduled duty day and/or on Saturday shall be reimbursed according to Article 19, Paragraph F.

ARTICLE 11

INDIVIDUAL CONTRACTS, REGULAR

- A. All teachers employed to perform regular duties by the Board shall receive written contracts in keeping with Ohio Revised Code. The regular individual contract shall include:
 - 1. Name of teacher
 - 2. Name of the school district and Board of Education
 - 3. Type of contract, limited/continuing; duration if limited
 - 4. Annual regular salary to be paid and the basis used to determine the amount. Said information shall apply only for the initial year on a multi-year or continuing contract. Thereafter, this information will be included on the annual salary notification during the term of the contract
 - 5. Signature of the Board President, Board Treasurer and Teacher.

- B. In addition to the regular contract, teachers shall receive the following:
1. Upon initial employment, the teacher shall be notified no later than August 1 of his/her assignment including: building(s) where services are to be performed and subject/grade levels to be taught. A teacher under current contract with the Board shall be notified no later than August 1 if there is a change in his/her assignment as stated above except in instances as described in the policy governing Transfer, Promotion, and Vacancy. Any change in teacher assignment shall also be in keeping with this policy.
 2. Written renewal of limited or issuance of continuing contract to teachers shall be done annually by June 1.

ARTICLE 12

INDIVIDUAL CONTRACTS, SUPPLEMENTAL

All teachers employed by the Board and paid to perform assignments beyond regular duties shall be given written supplemental contracts in addition to their regular contracts. The supplemental contract shall include the following:

- A. Name of teacher
- B. Name of school district and board of education
- C. Duration of contract and time period in which supplemental duty is to be performed
- D. Title of the supplemental duty
- E. The amount of pay and basis of pay
- F. Signature of the Board President, Board Treasurer and teacher.

The Administration shall see that job descriptions are developed for each position for which supplemental pay is granted. Each teacher shall receive a copy of the appropriate job description in addition to the supplemental contract no later than September 1 or when a supplemental contract is offered after that date.

ARTICLE 13

REDUCTION IN FORCE

In the event a reduction in the number of the members of the bargaining unit becomes necessary due to a decline in enrollment, financial reasons, the return to duty of regular members on leaves of absence, closing of schools or territorial changes affecting the district,

the reduction will be in keeping with the provisions of this article and Section 3319.17 of the Ohio Revised Code.

There shall be no reduction of education programs below that required by State Board Minimum Standards.

A. PROCEDURES FOR IMPLEMENTING RIF

1. At least thirty (30) days before a reduction is to take effect, the Association President shall be notified of the Board's intent to initiate a RIF program.
2. As soon as possible after notification, a meeting shall be scheduled between representatives of the Association and representatives of the Board to review relevant information and to discuss the proposed RIF.

B. PROCEDURES FOR DETERMINING RIF LIST

1. A seniority list shall be prepared of all members of the bargaining unit according to seniority within all areas of certification. All approved "leaves of absence" shall be included in determining continuous years of service for seniority purposes. The list shall include the following information:
 - a. Teacher's name
 - b. Date of most recent initial employment.
 - c. Contract status
 - d. Areas of certification
 - e. Years of continuous service.
2. A list shall be prepared indicating the position(s) to be abolished.
3. A reduction in force list will be prepared applying the following steps until all necessary reductions have been accomplished.
 - a. Members who leave the district by reason of retirement, resignation, or approved leave of absence.
 - b. The member with the lowest evaluation rating in the area of certification in the position to be abolished will be selected for reduction in force. If teachers have comparable evaluations in the same area of certification, the least senior in the position will be selected for reduction in force. Until three years of evaluations are available, the member's current evaluation will be used for comparison when being considered for a reduction in force.
4. Continuous service shall begin when a member is assigned to perform service seventeen and one-half (17.5) hours or more per week and for a period of one hundred twenty (120) continuous days or more per contract year. Continuous service shall be interrupted by (a) subsequent service of less than seventeen and

one-half (17.5) hours per week and/or less than one-hundred-twenty (120) continuous days of service during a contract year or (b) resignation.

C. PROCEDURE FOR DETERMINING SENIORITY

Evaluation ratings (or seniority when evaluations are comparable) in the members' area of certification shall be the basis of any RIF program.

D. DISPLACEMENT

After following the normal RIF procedure as described above, a member may initiate the following displacement procedure in order to maintain employment.

A member of the bargaining unit who is displaced and holds valid certification/licensure in one or more areas of certification/licensure other than his/her current assignment may elect to displace the unit member with the lowest evaluation rating in all areas of licensure/certification held by such unit member. When two (2) or more teachers have comparable evaluations, the member shall displace the least senior employee, and shall not be afforded the option to choose a preferable position of a less senior member. In no case shall a teacher serving under limited contract be allowed to displace a teacher serving under a continuing contract.

No member may displace another member unless the displacing member has at least eight (8) years of satisfactory teaching in the Northridge Local School District.

E. PROCEDURES FOR NOTIFICATION OF LAYOFF AND RECALL

1. A member laid off as a result of RIF shall be given written notification by the Superintendent stating the reasons for the layoff.
2. Procedures for recall from the RIF list shall be as follows:
 - a. A member laid off as a result of RIF shall be placed on the RIF list in reverse order of layoff according to each member's area(s) of certification.
 - b. A member on the RIF list shall be recalled for any position(s) for which he/she is certified, provided said member has demonstrated successful teaching experience in each area of certification or has taken course work within the past five (5) years that will enable him/her to teach effectively the subject(s) required in the position.
 - c. When a position becomes available, the Board shall send a certified letter to all members certified for the position. It is the member's responsibility to keep the local Superintendent informed of his/her current address. The member shall, within ten (10) days of the date of posting the certified letter, notify the local Superintendent in writing of his/her availability and

desire for the position. Failure to notify the local Superintendent within the prescribed time period shall be deemed as notice of being unavailable and/or not interested. The Board shall reinstate the member who, having indicated availability for and interest in the position, has the highest rating on his/her evaluation, or if evaluations are comparable, is more senior, and complies with the requirements of Paragraph 2.b. above.

- d. No member new to the district will be employed in a position for which a member on the RIF list is certified and meets the qualifications in E.2.b. of this Article until all such qualified members on the RIF list have been recalled or have declined in writing an offer of a contract for the position.
- e. Upon reemployment, all rights related to salary, fringe benefits, and seniority shall be fully restored, as of the date of such return to service.
- f. Laid-off members shall be given preferential consideration for appointment as substitute teachers.
- g. Members whose contract has been suspended shall remain on the RIF list for a period of twenty-four (24) months beginning the first work day of the following school year.

F. EXCLUSIONS

- 1. Administrative and supervisory personnel are excluded from the provisions of this Article.
- 2. Nothing contained herein shall preclude the Board, acting upon the recommendation of the Superintendent, from non-renewing the contract of any bargaining unit members in accordance with the Ohio Revised Code and the provisions of this agreement.

ARTICLE 14 **DEPARTMENT AND BUILDING LEVEL BUDGETS**

Annually the Board of Education shall appropriate monies for department and building level expenditures for educational materials and supplies. These expenditures shall exclude furniture and major building equipment and shall be for the purchase of consumable and supplementary materials.

The Administration shall establish and make known to the faculty procedures which clearly define methods for requisitioning education supplies. Such procedures will include:

- A. Proper completion of requisition forms

- B. Submission of requisitions to the building administrator
- C. Notification of approval or rejection
- D. Submission of approved requisitions to the Superintendent
- E. Reasonable time frames for action on the part of personnel involved in the process.

ARTICLE 15 **STUDENT TEACHERS**

The Board and Association agree that cooperation with teacher training institutions' student teaching programs can assist our local schools and the educational profession. Therefore, the following provisions will be followed for arrangements in accepting and assigning student teachers:

- A. Assignments of student teachers shall be made by the building administrator in cooperation with the college and only to teachers who are willing to accept a student teacher.
- B. A teacher shall have at least five (5) years of experience in the district before being assigned a student teacher.
- C. A teacher will be assigned only one (1) student teacher in a school year.
- D. A cooperating teacher shall be given a copy of the training institution's guidelines related to the student teacher program.
- E. Teachers may request the training institution to pay honorariums directly to them for those services rendered outside the regular school day and above and beyond the duties and responsibilities of their regular teaching duties.
- F. The school administration or university may recall or reassign a student teacher for cause. Any such request by the local administrator shall be in consultation with the cooperating teacher.

ARTICLE 16 **TRANSFER, VACANCY, AND PROMOTIONS**

A. VACANCY

Vacancies in teaching or administrative positions shall be e-mailed to members. The Association President or another officer shall be notified when a vacancy occurs. This notification shall occur prior to interviews for such vacancy. A period of five (5) days

shall be given for members to reply to the notice of vacancy, except during August, when no restrictions apply.

During days when school is actually in session and the vacancy is in an area where competent substitute teachers are unavailable and applicants are in short supply, the announcement shall include a brief description of the emergency nature of filling the vacancy. A vacancy in such a situation may be filled as early as seventy-two (72) hours after announcements have been emailed to members.

Members already employed in the district shall be considered as applicants for any vacancy for which they are qualified. The Board reserves the right to fill any vacancy with the best possible candidate as recommended by the Superintendent.

B. VOLUNTARY TRANSFER OR PROMOTION

Members in the district who are interested in a change of position may indicate their interest in writing to the Superintendent at any time in the year. Members may also request a change in position annually, by completing the form distributed by the Superintendent to all members by April 1. Members must be or will be properly certificated by the effective date of the position considered. No position shall be filled until five (5) days after notices of the vacancy have been sent or mailed to members except in August or in emergency situations requiring more expediency as described in Section A of this Article.

C. MAKING INVOLUNTARY TRANSFER ASSIGNMENTS

If due to a reduction in force or to meet the educational needs of the district, it becomes necessary to transfer a teacher from one assignment to another that transfer will first be made on a voluntary basis. A teacher who is transferred because a position was closed may request to return to that position should it reopen.

1. The Employer may request an employee accept an involuntary transfer.
2. Involuntary transfers will be made only in extreme emergencies.
3. No employee shall be involuntarily transferred unreasonably or for disciplinary reason(s).

D. PROCEDURES

1. Any employee involuntarily transferred shall be given written reason(s) for such transfer.
2. If an involuntary transfer is to be made during the course of the school year, the teacher to be transferred shall be notified in writing five (5) work days prior to the anticipated date of transfer. Involuntary transfers during the teacher's work year will be made only in extreme emergencies.

ARTICLE 17 **SICK LEAVE**

- A. Members will be granted sick leave according to Section 3319.141 of the ORC and the provisions of this Article.
- B. Members shall earn sick leave credit at a rate of one and one-fourth (1 ¼) days per month while under contract with the Board. Maximum annual accumulation is fifteen (15) days. Sick leave accrual shall be unlimited.
- C. A member newly employed by the school district will be credited for unused sick leave accumulated in other public school employment. This shall be in keeping with the Ohio Revised Code, Section 3319.141 and necessary verification by the proper public agency.
- D. A member newly employed who has exhausted his accumulated sick leave shall be credited up to five (5) days sick leave; however, maximum annual accumulation is fifteen (15) days.
- E. Sick leave normally shall be granted in one-half (1/2) or one (1) day increments only.
- F. Members employed by the Board may use sick leave for the following reasons:
 - 1. Personal illness, injury.
 - 2. Maternity/paternity leave shall be granted for a period of six (6) weeks following the birth, adoption, or assumption of guardianship of a child. If accumulated sick leave is available, maternity leave shall be granted for an additional two (2) weeks and paternity leave shall be granted for an additional one (1) week. This leave shall be extended when there are complications as certified by an attending physician.
 - 3. Exposure to contagious disease which could be communicated to others.
 - 4. Illness, injury or death in the immediate family.
- G. For purposes of sick leave, immediate family is defined as: spouse, children, father, mother, sister, brother, grandparents, grandchildren, respective in-laws, members of the immediate household, or persons who have assumed a similar relationship to the certificated member including domestic partners or significant others.
- H. A member may be granted additional days beyond the number of accumulated and used sick leave days upon recommendation of the Superintendent, in keeping with the provisions stated in Section 3319.141 ORC.

- I. Members shall furnish a written, signed statement on a form prescribed by the Board to record the use of sick leave (as per ORC 3319.141).
- J. For personal illness requiring an absence of five (5) or more consecutive working days, the member shall submit upon request of the Board the name, address, and date of consultation with any physician.
- K. Full-time members employed one hundred twenty (120) days or more in a contract year (July 1 - June 30) who do not use sick leave during any one (1) contract year shall be reimbursed as follows:

Use "0" days of sick leave	\$200.00
Use "1" day of sick leave	\$150.00

Eligible members shall be reimbursed no later than the second pay date in June.

L. **SICK LEAVE BANK**

The Northridge Board of Education and the Northridge Education Association hereby agree to establish a Sick Leave Bank for participation of bargaining unit members, as per negotiated agreement, on the following basis and upon completion of the contract year:

- 1. The Sick Leave Bank is established for the purpose of extending paid leave only in cases of catastrophic or life-threatening illness or injury of the bargaining unit member or immediate family as approved by the Sick Leave Bank Committee.
- 2. For purposes of this procedure, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune.
- 3. For this purpose, "immediate family" means spouse, dependent child, parent, or a permanent resident in the bargaining unit member's home.
- 4. The enrollment period shall be established between the first workday of the school year and September 30th for each member of the bargaining unit to voluntarily donate a maximum of one (1) day of the accumulated, but unused sick leave to a Sick Leave Bank. A designated bargaining unit representative will coordinate this beginning school year contribution and submit the total list of contributing members to payroll for deduction of the accumulated sick leave day.

The Sick Leave Bank shall not have less than twenty (20) days. The Sick Leave Bank shall not exceed a maximum of one (1) day times the number of members of the bargaining unit plus twenty days.

All new bargaining unit members shall be eligible for enrollment in the Sick Leave Bank. Members hired within the school year will be contacted by a bargaining unit

representative with an offer to enroll in the Sick Leave Bank by donating one (1) sick leave day to the Bank within thirty (30) days after the date of hire. This completed enrollment form will be forwarded to payroll for deduction from the bargaining unit's sick day balance.

5. A committee comprised of three individuals appointed by the Superintendent and three members appointed by the NREA President shall approve applications at its discretion by a majority vote.

The committee shall administer the monitoring and administration of the eligibility and operations of the Sick Leave Bank.

This committee shall submit a monthly report to payroll representing activity that has transpired during the month, if activity has occurred.

6. Bargaining unit members who have exhausted all of their sick leave accumulation, who have developed a serious or catastrophic illness and who have contributed to the Sick Leave Bank may request sick leave days from this Bank.
7. Approved bargaining unit members shall be granted up to a maximum of fifty (50) days from the Bank.
8. The committee shall require bargaining unit members who have requested sick leave days from the Bank to provide a statement from their physician describing the nature of the illness and a prognosis relative to the member's probable period of absence from duty.
9. The Sick Leave Bank shall not be as a means for increasing retirement compensation.
10. Days remaining in the Sick Leave Bank at the end of the school year will be rolled over into the next year. New employees and those who did not previously contribute may contribute during the enrollment period in September or within the thirty (30) days of their hire date if hired during the school year. All others who previously donated will remain covered by the Sick Leave Bank benefit until such time as when it is necessary to reopen the enrollment period.
11. Should the number of days in the Sick Leave Bank go below the twenty (20) day balance, the enrollment period will be reopened for a period of fourteen (14) calendar days regardless of the time of year and all members who wish to remain a part of the sick Leave Bank will be required to contribute.

The committee will monitor this balance, initiate the reopening of the Sick Leave Bank and process all enrollment applications.

12. Donations to the Sick Leave Bank will be considered as a day of sick day use for purposes of incentive pay.

ARTICLE 18 **PERSONAL LEAVE**

The local Superintendent has the authority to grant to any employee up to three (3) days of personal leave during each school year. Notice of intent for such leave shall be submitted in writing to the Superintendent at least two (2) days before the period of absence is to begin, except in emergency situations. Upon approval by the Superintendent, the applicant will not suffer any loss of salary for such absence and such days shall not be deducted from the employee's accumulated days of sick leave. Such absences cannot be used for a purpose which would be chargeable to sick leave.

Specific events or circumstances (emergencies) beyond the control of the employee for which leave may be granted without prior written request are "acts of God" such as severe weather or an unexpected home calamity. Notification of an emergency beyond the control of the employee for the use of personal leave in these cases must be submitted, in writing, to the local Superintendent no later than the first day the employee returns to work.

Notice of intent to use personal leave shall be made on the prescribed form. The reason for such leave shall be stated as "personal" and no further details will be required. The prescribed form shall require the employee to certify by signature that the leave was used in accordance with this procedure. Any violation of this procedure shall be considered grounds for disciplinary action including termination.

Personal leave normally shall be granted in one-half (½) or one (1) day increments only.

Personal leave shall not be granted for the school day immediately preceding or the school day immediately following a vacation or holiday or during the first or last week of school. A request for an exception to this provision may be made in writing to the Superintendent with reasons stated. Approval of such a request shall be subject to the discretion of the Superintendent.

Full-time members employed one hundred twenty (120) days or more in a contract year (July 1 - June 30) who do not use personal leave during any one complete contract year shall be reimbursed as follows and upon completion of the contract year:

Use of "0" days of personal leave	3 days current substitute pay as of September 1 of the current school year
Use of "1" day of personal leave	2 days current substitute pay as of September 1 of the current school year
Use of "2" days of personal leave	1 day current substitute pay as of September 1 of the current school year.

Eligible members shall be reimbursed the second pay date in June.

ARTICLE 19

PROFESSIONAL LEAVE

Each year the Board of Education will make an appropriation into function 2210 to be used by members of the bargaining unit for attendance at professional meetings.

Members may request up to three (3) days for professional leave. Additional professional leave days may be authorized with the Board paying only for substitutes.

Members who are excused to attend a professional meeting may be requested to file a written report with the local Superintendent and/or may be asked to present information to other staff members.

Meetings with a maximum expense of five hundred dollars (\$500.00) and approved by the Superintendent. Meetings with an estimated cost exceeding five hundred dollars (\$500) and approved by the Superintendent must be submitted to the Board of Education for their approval.

The Board of Education shall pay the following for approved meetings:

- A. Salary of substitutes, if needed.
- B. Mileage, at the IRS rate per mile for one (1) car. The IRS rate will be determined at the beginning of each calendar year.
- C. Registration fees may be met by:
 - 1. Purchase order prior to attendance if acceptable by company, or
 - 2. Reimbursement after the meeting.
- D. When there is an approved overnight stay, meals not included in registration, a maximum of forty dollars (\$40.00) per day.
- E. Lodging, actual cost of single room or one-half (1/2) cost of double if two (2) persons occupy the same room.
- F. Professional Leave Compensation

Members participating in professional development during extended or non-contractual days shall be reimbursed at a rate of \$20.00/hour up to \$150.00/day. Examples include but are not limited to: curriculum development, grade level/departmental meetings, and school reform opportunities.

All extended and non-contractual days shall be approved by the Local Superintendent.

A member shall not be paid for an extended day and/or non-contractual day if the member has used (3) professional days during the current school year unless approved by the local Superintendent.

Members shall not be paid for an extended day and/or non-contractual day if the member is receiving college credit for the professional development or if the member is getting paid by an outside source.

ARTICLE 20 **MILITARY LEAVE**

Members serving in the State or Federal militia shall be granted up to thirty (30) days paid leave per year in keeping with provisions of the Ohio Revised Code.

If a member who is employed by the Board enters the armed services of the United States, voluntarily or through an act of conscription, within forty (40) days of the last day of school services, that member shall be re-employed upon discharge, if honorable, in keeping with the provisions of Section 3319.14 of the Ohio Revised Code.

ARTICLE 21 **ASSAULT LEAVE**

Assault leave with pay will be available to members of the bargaining unit who are unable to perform contract duties because of injury or illness caused by an assault on said member while he/she is performing his/her contract duties. All such leave will be subject to the following provisions:

- A. Assault leave under this provision shall not be charged to sick leave.
- B. Such paid leave will be limited to a maximum of twenty (20) working days per school year.
- C. The member shall be required to provide a physician's statement describing the nature of the disability and its duration.
- D. The member will be maintained on full pay status with fringe benefits during the period of paid assault leave.
- E. If, upon the exhaustion of both sick leave and paid assault leave of twenty (20) days, the member is still unable to perform his/her contract duties, he/she shall be eligible for disability leave of absence according to the provisions of this agreement.

- F. Any member who receives benefits under this provision shall cooperate with the school district's official legal advisor if in his/her judgment criminal prosecution resulting from the assault is warranted.

ARTICLE 22 **SABBATICAL LEAVE**

The Northridge Local School District will consider requests for Sabbatical Leave on the provisions herein stated and according to the provisions of the Ohio Revised Code 3319.131.

A member of the instructional staff, upon written request to the Board, may be granted a leave of absence with partial pay for up to one (1) school year. The grounds for refusal of a Sabbatical shall be the filing of an insufficient plan of professional improvement as determined by the Superintendent and the Board, lack of financial resources, lack of suitable replacement as determined by the Superintendent and for other just cause as determined by the Board.

- A. A member of the instructional staff shall have had five (5) years education experience in the system.
- B. A plan of professional improvement during the period of sabbatical leave as requested shall be submitted.
- C. No more than five percent (5%) of the instructional staff shall be granted sabbaticals at one time.
- D. Additional sabbaticals shall be made available to members of the instructional staff after completion of five (5) additional years teaching experience.
- E. Members of the instructional staff returning from sabbatical shall be returned in the same assignment or equivalent position held prior to such leave.
- F. A teacher on sabbatical leave must return to the Northridge District for at least one (1) year or repay all benefits received.
- G. Sabbatical leave must be applied for by June 1st of the year of which leave is requested.
- H. For a teacher to qualify for sabbatical leave the teacher must provide evidence of enrollment in a university or college program that supports the teacher's individual education plan.

ARTICLE 23 **UNPAID LEAVE**

Members may, with Board approval, be granted unpaid leaves of absence for the following reasons:

- A. Personal injury or disability
- B. Maternity
- C. Personal
- D. Child Care.

Requests for an unpaid leave shall be filed in writing with the local Superintendent at least twenty (20) days prior to the effective date of said leave except in an emergency or an unusual situation and then said request may be presented to the local Superintendent in a conference. The request shall state the anticipated beginning and ending date of such leave. The ending date normally shall be at the end of a semester or grading period. Unpaid leave may continue throughout the remainder of the school year for which the leave was granted but in no event shall said leave extend beyond the next school year.

Members on unpaid leave will be given the opportunity to continue with insurance coverage as required by the federal law known as COBRA (Consolidated Omnibus Budget Reconciliation Act). The employee on leave will be notified by COBRA in writing of his/her options and must reply within listed guidelines. The federal law requires continuation of benefits for a period of eighteen (18) months.

Members on unpaid leave shall not receive regular or supplemental salary, accrue sick leave, nor shall said leave count toward experience level on the salary schedule upon return except as provided in Ohio Revised Code and other provisions of this Contract. No member will lose seniority rights from date of hire as a result of being on an approved leave of absence.

Members on unpaid leave for physical or mental disability will submit a physician's statement certifying the need and the estimated length of absence.

The Board may grant, upon request, a second leave of absence up to another one (1) year.

A member on unpaid leave shall notify the Superintendent in writing prior to April 1 of his/her intention to return or not return the following school year. Should the bargaining unit member fail to notify the Superintendent in writing prior to April 1 of their intention to return, the bargaining unit member shall be deemed to be on another one (1) year leave of absence and the same notification requirements will apply for the following contract year.

ARTICLE 24 **ASSOCIATION LEAVE**

Association leave shall be granted for a representative or elected official of the Northridge Education Association to attend professional association meetings. Such leave shall not exceed five (5) member days. The President of the NREA shall submit a request in writing to the local Superintendent at least five (5) days in advance of said meeting with the names(s) of members

desiring to attend. The Association shall pay all travel and meeting expenses incurred by members.

The Association President may be granted one (1) additional day to serve on a state committee appointed by the OEA President to study a state wide educational issue approved by the local Superintendent. The Association and/or OEA shall pay all travel and meeting expenses incurred by the member.

ARTICLE 25 **TEACHER EVALUATION**

The Northridge Board of Education has adopted the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Superintendent and the Northridge Education Association President will establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers for the express purpose of recommending necessary changes to the Board and NREA for the appropriate revision of this OTES language.

"Teacher" – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under R.C. 3319.301.

Full time bargaining unit members who do not meet the definition will be evaluated using locally developed measures produced by the Superintendent and the Association President and approved by the Board of Education.

The Board shall authorize the Superintendent or his/her designee to approve and maintain a list of credentialed evaluators within the District as necessary to effectively implement the OTES language. The District shall not hire credentialed third party evaluators (CTPE).

A. STANDARDS-BASED TEACHER EVALUATION

Teacher evaluations will utilize two factors: teacher performance and student growth measures, with the intent of providing meaningful feedback to each teacher and

assigning a summative rating of effectiveness based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

1. Accomplished;
2. Skilled;
3. Developing; or
4. Ineffective.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

B. ASSESSMENT OF TEACHER PERFORMANCE

Teacher performance will be evaluated during formal observations and informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

1. understanding student learning and development and respecting the diversity of the students they teach;
2. understanding the content area for which they have instructional responsibility;
3. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
4. planning and delivering effective instruction that advances individual student learning;
5. creating learning environments that promote high levels of learning and student achievement;
6. collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
7. assuming responsibility for professional growth, performance and involvement.

C. FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

1. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on formal observation(s) of at least thirty (30) minutes each and at least two (2) periodic classroom walkthroughs each school year.

The first formal observation and first walkthrough must be completed by the end of the first semester. There will be at least three (3) calendar weeks between observations.

Observations may not be conducted the day before or immediately following a holiday break, nor during the first two weeks of school.

2. Teachers who earned an "Accomplished" rating during the previous school year shall be observed one time, at minimum.
3. Teachers who earned "Skilled, Developing, or Ineffective" ratings the previous school year shall be observed two times, at minimum. One observation shall be completed each semester.
4. Teachers who are in the final year of their contract shall be observed two times, at minimum, during that year. One observation shall be completed during each semester.
5. Teachers who are retiring shall be observed one time, at minimum.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of non-renewal will be provided by June 1st.

D. FORMAL OBSERVATION PROCEDURE

1. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.
2. A post-observation conference shall be held after each formal observation within ten (10) working days after the observation where the evaluator will give the teacher the compiled observation form.
3. Any evidence presented by the teacher to the evaluator at the pre-conference, post-conference, or during the formal/informal observation will be considered and included by the evaluator based upon the performance standards. Should such information be provided after any writing, the evaluator will amend any such form to reflect this new information, when appropriate.

E. INFORMAL OBSERVATION/CLASSROOM WALKTHROUGH PROCEDURE

1. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
2. Walkthroughs will be not less than five (5) minutes and no more than fifteen (15) minutes in length.
3. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.
4. A final debriefing and completed form must be shared with the employee within five (5) working days.

F. ASSESSMENT OF STUDENT GROWTH

In determining student growth measures, the District has adopted the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time when appropriate and required under OTES. It is important to note that a student who has forty-five (45) or more excused or unexcused absences during the full academic year will not be included in the determination of student academic growth.

In general, the evaluator will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1. Teachers instructing in value-added subjects exclusively;
- A2. Teachers instructing in value-added courses, but not exclusively;

OR

- B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.

Where value-added methodologies exist for A1 and A2 teachers, the evaluator will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." A1 teachers do not need to submit Student Learning Objectives (SLOs). Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth in the Appendix of the "District OTES Student Growth Measures Manual."

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance:

1. most effective;
2. above average;
3. average;
4. approaching average;
5. least effective.

G. FINAL EVALUATION PROCEDURES

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the Ohio Department of Education's Teacher Rating Framework.

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received. The teacher may submit a rebuttal in writing within three (3) working days of receiving the written evaluation.

Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating. Nothing in this provision limits the right of the Board to non-renew a limited contract teacher as permitted by Ohio Revised Code.

Starting in the 2015-2016, comparable evaluations should be derived from three summative ratings. Starting in the 2013/14 school year, a teacher will receive a point total of four (4) for accomplished, three (3) for skilled, two (2) for developing and one (1) for ineffective. In a three year period of time, a teacher will have a rating of three (3) thru twelve (12). Any teacher with a score of eight (8) thru twelve (12) over three years would be in group one, teachers with a score of four (4) thru (7) would be in group two, and teachers with a score of 3 would be in group three. Each separate group would be considered "comparable", with group one being the highest rated. Total scores would always be considered as consisting of the most recent three years' worth of evaluation data.

H. PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENT PLANS

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

1. Teachers whose performance rating indicates a most effective rating of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."
2. Teachers whose performance rating indicates average and above average ratings of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form"
3. Teachers whose performance rating indicates approaching average and least effective ratings levels of student growth will develop a professional improvement plan with their credentialed evaluator.

I. REMOVAL OF POORLY PERFORMING TEACHERS

Removal of poorly performing teachers will be in accordance with the non-renewal and termination statutes of the Ohio revised code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under

this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

J. GENERAL

1. The evaluation instrument and process shall be uniform throughout the district.
2. Members who teach in more than one (1) building shall be formally evaluated by their home school principal, after consultation with principals in each of the teaching locations. The home school principal is the one where a teacher spends the greater amount of student time. If the time is equal, the home school is the one where the teacher starts his/her day.
3. The Board and Association specifically agree that compliance with the evaluation procedure set forth in this negotiated agreement shall fully satisfy any and all requirements of law with respect to the adoption and implementation of evaluation procedures for members of the bargaining unit including but not limited to all of the requirements of Section 3319.111 of the Ohio Revised Code as amended by Amended Substitute HB 555.
4. Every three (3) years a committee composed of the Association President, three (3) Association members appointed by the president, the Superintendent, and three (3) administrators appointed by the Superintendent shall meet to jointly develop, or revise if necessary, a recommended evaluation instrument to be submitted to the Board and the Bargaining Unit for approval. Such instrument shall become an addendum to this Agreement for informational purposes only.
5. No employee shall be evaluated on his or her work performance except after fair and reasonable observations of the work performance of the employee.
6. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
7. No misleading, inaccurate, or undocumented information may become part of an employee's performance evaluation report.

ARTICLE 26 **PERSONNEL FILES**

The official personnel files of all teachers shall be kept in the Board office. When a principal or other administrator finds it necessary to make a notation in a teacher's personnel file, the teacher shall be given a copy of the notation at the time it is placed in the personnel file. Any teacher shall have the right to examine his/her file upon request to the Superintendent. The teacher has the right to add comments and rebuttals to documents and to secure a copy of

any or all items contained in the file. Each item shall be signed and dated when entered into the file except financial and fringe benefit information data filed each year by the Treasurer.

Obsolete items in the file agreed to by the teacher and Superintendent shall be destroyed in accordance with the District's Record Retention Policy.

Requests for personnel records by persons other than those authorized in paragraph one above shall be governed by the provisions of Section 149.43 ORC. A member shall be notified verbally as soon as possible and no later than twenty-four (24) hours of any person(s) other than authorized school personnel requesting to see a member's personnel file. The member may be present, if available, in the event a person other than authorized school personnel is permitted to see a member's file.

In the event a member is not able to be present when someone other than authorized school personnel reviews the member's file, or if a copy of a portion of a member's file is transmitted to a person by mail, the member may review his/her file to see what information was provided to the individual. If that individual's name is available, it will be provided to the member. The administration shall maintain a log inside each personnel file indicating what documents were transmitted and/or reviewed.

ARTICLE 27 **SEVERANCE PAY**

Employees, who have been employed with the Northridge Local School District for five or more years may, at the time of their separation from service with the Northridge Local Schools, elect to be paid in cash for one-fourth (1/4) of the value of their accrued but unused sick leave credit. Only those employees whose effective date of retirement with the State Teachers Retirement System of Ohio is no later than ninety (90) calendar days after determination of their employment with the Northridge Schools shall be eligible to be paid for such accrued but unused sick leave credit. The maximum payment which may be made shall be for one-fourth (1/4) of accumulated sick leave. Such payment shall be based on the employee's per diem rate of pay at the time of separation. The maximum number of days of sick leave credit which may be converted to severance is 270, except for those employees who were employed with the District as of June 30, 2007 and had already accrued in excess of 270 days of sick leave credit. For such employees, the maximum number of days of sick leave credit that may be converted to severance is established as the number of days of sick leave credit they had accrued as of June 30, 2007. Payment of sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. An employee shall collect severance pay only once.

Severance pay will be made in two (2) installments. Installment 1 shall be made within 60 (sixty) days after the effective date of retirement. Installment 2 shall be made no earlier than the anniversary of retirement nor later than 60 (sixty) days after the one (1) year anniversary of retirement. At the teacher's request, payment may be made to more than one entity.

ARTICLE 28

SEQUENCE OF LIMITED CONTRACT ISSUANCE

This statement on sequence of limited contracts is made to inform the teaching staff of the normal limited contract progression expectancy in this district. It is not intended to limit the Board of Education's statutory authority as to contract issuance.

The normal sequence of limited contracts will be:

- A. One year, upon initial employment.
- B. One year, upon re-employment, for the second contract.
- C. Two years, upon re-employment, for the third contract.
- D. Three years, upon re-employment, for the fourth contract.
- E. Five years, upon re-employment, for the fifth contract.

Any teacher on or eligible to receive a multi-year contract who, upon re-employment is offered a contract of less duration, shall be given notice in writing setting forth the reasons for not receiving the normal contract progression.

Continuing contracts will be issued as provided in the Ohio Revised Code.

ARTICLE 29

CONTINUING CONTRACT ELIGIBILITY

- A. Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding school year, and/or at the expiration of the current limited contract, shall provide written notice to the Superintendent that the staff member is eligible for a continuing contract no later than November 15 of the school year in which their current contract expires. Failure to notify the Superintendent shall be a waiver of the teacher's eligibility for the following school year and will result in the staff member being issued a limited contract in accordance with the sequence outlined in Article 28. Notice received after November 15th will not serve as the notice required by this section for the following school year.
- B. A teacher, who was initially certificated or licensed prior to January 1, 2011, becomes eligible upon satisfaction of one of the following:
 - 1. Teacher is employed by the Board for a period of two (2) years and the teacher has previously attained continuing contract status in another Ohio public school district.

2. Teacher has worked in the school district for three (3) of the last five (5) years, has a professional license/certificate, and:
 - a. If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or
 - b. If the teacher did not hold a master's degree at the time of the issuance of the initial license, the teacher has completed thirty (30) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.
- C. A teacher who is issued an initial educator's license on or after January 1, 2011, must comply with the requirements set forth in ORC 3319.08 for continuing contract eligibility.
- D. If the teacher misses the November 15th deadline and is offered a contract of less duration, during the term of this contract, the teacher shall be evaluated in consideration for a continuing contract to be issued for the following school year.

ARTICLE 30 **INSURANCE**

A. DENTAL, VISION, AND HEALTH

1. The Board shall provide Dental, Vision, Hospital, Medical, and Major Medical insurance coverage to all bargaining unit members.
2. Effective July 1, 2002, the Board will pay 70% of the monthly premium cost for these insurances (health, dental, and vision). Unit members will pay 30% of the premium costs.
3. Any increases or decreases in insurance premiums after July 1, 2005, will be shared as follows: Board – 70% of increase/decrease; Employee – 30% of increase/decrease.
4. Any bargaining unit member who is initially employed as part-time or voluntarily requests part-time status shall receive prorated Board contribution toward premiums based on the number of hours worked.
5. Any bargaining unit member, who as a result of a partial reduction in force, is reduced to a part-time contract shall retain the same level of Board contribution toward the monthly premium cost as the member received prior to the reduction in force.

B. SECTION 125

The Board will offer a Section 125 plan for employee health insurance premium payments (major medical, dental and vision), as long as permitted by law.

C. LIFE INSURANCE

The Board will provide all members with forty thousand dollars (\$40,000) term life insurance with accidental death and dismemberment.

ARTICLE 31
PAYROLL

A. PAYROLL

A teacher shall be paid in twenty-four (24) pays per year by direct deposit along with electronic paystubs.

B. HOME INSTRUCTION/TUTORING

Members who volunteer for tutoring and/or home instruction shall be reimbursed at a rate of \$20.00/hour.

ARTICLE 32
REGULAR SALARY SCHEDULE

Effective July 1, 2015, the BA-0 base salary shall be \$31,620. Effective July 1, 2016, the BA-0 base salary shall be \$32,252. Effective July 1, 2017, the BA-0 base salary shall be \$32,800. All members with experience shall move one step on the salary schedule. All hours in addition to the base degree refer to semester hours.

A. SALARY SCHEDULE EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2016

S	B	150 hrs.	M	M+15
0	\$ 31,620	\$32,849	\$ 34,714	\$ 36,295
1	32,849	34,236	36,228	37,967
2	34,078	35,623	37,741	39,638
3	35,307	37,010	39,255	41,310
4	36,535	38,397	40,768	42,982
5	37,764	39,784	42,282	44,653
6	38,993	41,171	43,795	46,325
7	40,222	42,557	45,308	47,996
8	41,451	43,944	46,822	49,668
9	42,680	45,331	48,335	51,339
10	43,908	46,718	49,849	53,011
11	44,695	47,634	50,859	54,146
12	45,912	49,007	52,357	55,801
13	45,912	50,380	53,856	57,456
14	45,912	50,380	55,354	59,112
15	47,128	51,754	56,853	60,767
16	47,128	51,754	56,853	62,422
17	47,128	51,754	56,853	62,422
18	47,128	53,127	58,352	64,077
19	48,345	53,127	58,352	64,077
20	48,106	54,231	59,554	65,407
21	48,106	54,231	59,554	65,407
22	48,106	55,597	61,045	67,054
23	48,106	55,597	61,045	67,054
24	48,106	55,597	61,045	67,054
25	49,317	56,964	62,536	68,701
26	49,317	56,964	62,536	68,701
27	49,317	58,040	63,709	69,998

**B. SALARY SCHEDULE EFFECTIVE JULY 1, 2016 THROUGH
JUNE 30, 2017**

S	B	150 hrs.	M	M+15
0	\$32,252	\$33,506	\$35,408	\$37,021
1	33,506	34,921	36,953	38,726
2	34,760	36,335	38,496	40,431
3	36,013	37,750	40,040	42,136
4	37,266	39,165	41,583	43,842
5	38,519	40,580	43,128	45,546
6	39,773	41,994	44,671	47,252
7	41,026	43,408	46,214	48,956
8	42,280	44,823	47,758	50,661
9	43,534	46,238	49,302	52,366
10	44,786	47,652	50,846	54,071
11	45,142	48,110	51,368	54,687
12	46,371	49,497	52,881	56,359
13	46,371	50,884	54,395	58,031
14	46,371	50,884	55,908	59,703
15	47,599	52,272	57,422	61,375
16	47,599	52,272	57,422	63,046
17	47,599	52,272	57,422	63,046
18	47,599	53,658	58,936	64,718
19	48,828	53,658	58,936	64,718
20	48,347	54,502	59,852	65,734
21	48,347	54,502	59,852	65,734
22	48,347	55,875	61,350	67,389
23	48,347	55,875	61,350	67,389
24	48,347	55,875	61,350	67,389
25	49,564	57,249	62,849	69,045
26	49,564	57,249	62,849	69,045
27	49,564	58,040	63,709	69,998

C. SALARY SCHEDULE EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018

S	B	150 hrs.	M	M+15
0	\$32,800	\$34,076	\$36,010	\$37,650
1	34,076	35,515	37,581	39,384
2	35,351	36,953	39,150	41,118
3	36,625	38,392	40,721	42,852
4	37,900	39,831	42,290	44,587
5	39,174	41,270	43,861	46,320
6	40,449	42,708	45,430	48,055
7	41,723	44,146	47,000	49,788
8	42,999	45,585	48,570	51,522
9	44,274	47,024	50,140	53,256
10	45,547	48,462	51,710	54,990
11	45,526	48,519	51,805	55,152
12	46,765	49,918	53,330	56,838
13	46,765	51,317	54,857	58,524
14	46,765	51,317	56,383	60,210
15	48,004	52,716	57,910	61,897
16	48,004	52,716	57,910	63,582
17	48,004	52,716	57,910	63,582
18	48,004	54,114	59,437	65,268
19	49,243	54,114	59,437	65,268
20	48,555	54,736	60,109	66,017
21	48,555	54,736	60,109	66,017
22	48,555	56,115	61,614	67,679
23	48,555	56,115	61,614	67,679
24	48,555	56,115	61,614	67,679
25	49,777	57,495	63,119	69,342
26	49,777	57,495	63,119	69,342
27	49,777	58,290	63,983	70,299

All hours in addition to the base degree refer to semester hours.

ARTICLE 33 SUPPLEMENTAL CONTRACTS

- A. Supplemental positions are defined as those positions for which a supplemental contract is issued.
- B. Compensation rates for supplemental positions shall be based upon a percentage of the base salary (B.A., No Experience) of the member's regular salary schedule in effect on July 1 of the given school year. This base salary shall remain the same for the entire school year. A two percent (2%) annual increment will be added to each supplemental salary for each year of experience completed while under contract with the Northridge Local Board of Education to a maximum of ten (10) years. No member will advance any experience steps for the duration of the contract.
- C. Experience is defined as experience in a given sport or activity.
- D. The awarding of initial experience for coaches and advisors coming from outside the system will be at the discretion of the administration with subsequent years in this district added as accrued.
- E. Experience accrued as a coach or advisor in the Northridge system will be applied when that coach or advisor moves to a higher level in the same sport or activity.
- F. The Board retains the right to add or delete supplemental positions as it deems appropriate. When a supplemental contract position is also taught as part of a class, written justification will be submitted by the building principal to the Superintendent for approval.
- G. Members employed under supplemental contracts for extended service related to their regular classroom duties shall receive a portion of their regular salary on the basis of their individual per diem rate.
- H. Mileage expenses which are approved by the contract holder's supervisor will be reimbursed at the IRS rate.
- I. Final payment of the supplemental contract will be subject to the written authorization of the building principal.
- J. Eligible members shall be paid no later than the second pay date in June.
- K. Payment shall be combined with a member's regular paycheck.
- L. The positions listed and the levels of supplemental positions are subject to review yearly in September upon request by either side. The review will be conducted by a representative committee consisting of six (6) members—three (3) members appointed by the President of the Board of Education and three (3) members appointed by the President of the Northridge Education Association.

M. SUPPLEMENTAL POSITIONS AND PERCENTAGE FIGURES

Group I--14%

- Head Varsity Boys' Basketball
- Head Varsity Football
- Head Varsity Girls' Basketball
- Band Director
- Vocal Director

Group II--11%

- Head Varsity Wrestling
- Head Varsity Track
- Head Varsity Volleyball
- Head Varsity Cheer (full year)
- Head Varsity Swim
- Head Varsity Baseball
- Head Varsity Soccer
- Head Varsity Cross Country
- Head Varsity Softball

Group III--9.5%

- Head Varsity Golf
- High School Assistant Coaches
- 7 & 8 Combined Coaches
- Bowling
- Assistant Band Director
- High School and Middle School Game Day Coordinator (Fall/Winter/Spring)

Group IV--8%

- Middle School Head Coaches (one grade)
- High School Yearbook
- Middle School Cheer (all year)
- Middle School Musical
- Resident Educator Program Coordinator

Group V--7%

- Middle School Assistant Coaches
- High School and Middle School Assistant Director of Musical
- LPDC Chairperson

Group VI-- 6%

- Weight Room Supervisor
- Junior Class/Prom Advisor
- High School Percussion Director
- High School Flag Corp Director
- Jazz Band Director
- Pep Band Director

Group VII--5%

- Quiz Bowl Coach
- High School Newspaper
- Theater Tech Advisor
- High School OMUN Advisor

Group VIII--4%

- Accompanist
- Middle School Yearbook
- Middle School OMUN
- Middle School Power of the Pen

Group IX--3%

- High School and Middle School Student Council Advisor
- Team Leaders

Group X--2%

- Senior Class Advisor
- National Honor Society Advisor
- K-3 Music Program Director
- 4-5 Music Program Director

n.o.b.: Homecoming Advisor

Group XI--1%

Orchestra Pit

- n.o.b. - rehearsal

- High School Eligibility
- Middle School Eligibility
- LPDC committee Members
- Sophomore Class Advisor
- Freshman Class Advisor
- Technical Advisor

Group XII--0.5%

- Building Mentors
- High School Club Advisors (Chinese, Spanish, Art, etc.)
- Middle School Art Club Advisor
- Primary Right-to Read Week Coordinator
- Battle of the Books Advisor

O. Members will be paid \$25.00 per hour for completing the following duties when approved by their principal and/or appropriate supervisor before the task is completed.

- 504 Coordinator
- Wednesday School Supervisor
- SAT/ACT preparation teacher

P. Resident Educator mentors:
for Resident Educators 1 \$700.00
for Resident Educators 2 \$350.00 per Resident Educator

ARTICLE 34

TUITION REIMBURSEMENT

A. GUIDELINES

To encourage certificated personnel to continue their professional growth, the Northridge Local Board of Education will make an annual appropriation of twenty-five thousand dollars (\$25,000) into the category 2210-470 to be used for the purpose of granting allowances to individual certificated personnel for tuition reimbursement. There shall be no carryover of unencumbered funds in this account. Tuition reimbursement shall be made according to the following guidelines:

1. Certificated personnel receiving tuition reimbursement must return to the Northridge Local District the school year following that in which tuition reimbursement was received. If a member does not remain employed at Northridge Local Schools for one year after receiving tuition reimbursement, the member must repay the reimbursement to the District.
2. Proof of eligibility for advancement on the salary schedule must be filed with the Superintendent by September 15th of the school year in which the advancement is to become effective.
3. To be eligible for payment, the coursework must be within the Education profession or have been approved by the Superintendent or his/her designee and a minimum grade of "C" or "Pass" must have been earned in each course for which tuition reimbursement is requested.
4. Before reimbursement is made, both a receipt showing payment for tuition cost and proof of satisfactory completion of the course must be presented to the Treasurer. Proof of satisfactory completion of the course shall consist of one of the following:
 - a. The official transcript from the college, university, or sponsoring organization
 - b. An official grade slip showing the final course grade
 - c. A letter from the college registrar's office confirming the actual completion of the course.
5. The annual appropriation shall be divided evenly, first by the total number of certificated personnel in tier I who have applied for and are eligible for tuition reimbursement. The remaining balance, if any shall then be divided evenly by the number of certificated personnel in tier II who have applied for and are eligible for tuition reimbursement. Both tier amounts of reimbursement are not

to exceed the maximum amounts set forth above and must be applied for by September 30 of each school year.

- a. Tier I – Any teacher who must obtain certification/licensure due to legal changes in the Ohio Revised Code or the Ohio Department of Education or those teachers with certification/licensure expiring at the end of the current year.
- b. Tier II – All others seeking coursework for professional purposes.

B. PROCEDURES

1. The reimbursement period for each fiscal year runs from September 1 of the current year through August 30 of the following year. Each certificated employee is eligible for tuition reimbursement
2. The guaranteed minimum amount will be determined by dividing the annual appropriation by the number of certified personnel.
3. As eligible courses are completed during the year, the requirements of Article 34(A) are met, the Treasurer will make appropriate reimbursements up to the above minimum amount.
4. On October 30 of the following year, the Treasurer will determine the amount of funds left in the previous year's appropriations. If funds remain, they shall be proportionally distributed among those who have received reimbursement. Any funds remaining after all participants have had their cost of tuition reimbursed shall be distributed among the principals' funds in a manner proportional to the number of members in their building.

ARTICLE 35 **PROFESSIONAL DEVELOPMENT**

A. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. The Local Professional Development Committee shall consist of three (3) teachers, all selected by the Association, one (1) administrator, and one (1) other employee appointed by the Superintendent.
2. Terms of membership shall be for three (3) years for teachers, except in the first or second year of the committee. To phase in members, the first year, one (1) term will be for one (1) year, the second term for two (2) years, and the third term will be for three (3) years. All subsequent terms will be for three (3) years.

3. The committee shall be a district level committee and shall meet four (4) times per year to review and approve teacher and administrative licensure programs and applications for relicensing.
 - a. The suggested meeting dates will be in January, May, August and November.
 - b. Teacher members will be given release time to participate in the committee activities during the school calendar year. They will be compensated at an hourly rate determined by dividing their daily rate by a maximum of seven and one-half (7½) hours for the August meeting.
4. In the event it becomes necessary to fill a vacancy of a teacher member before the end of his/her term, the Association will select a replacement.
5. In the event a teacher committee member is being considered for licensure renewal, the Association will select an alternate teacher member to serve on the committee to review that teacher's licensure renewal process only.
6. If an administrator member must be replaced or is being reviewed for licensure renewal, the Superintendent shall appoint a replacement member to serve on the committee.
7. The Local Professional Development Committee shall establish rules consistent with the rules set forth by the Ohio State Department of Education for operation. The committee shall also develop an appeal process that is in compliance with guidelines set forth by the Ohio State Department of Education.

B. MAINTENANCE OF CERTIFICATE

Each teacher must have a valid, unexpired teaching certificate/license, or true copy hereof, on file at the Board of Education office. No teacher shall be assigned to any position for which the teacher is not certificated.

C. PROFESSIONAL DEVELOPMENT COMMITTEE

A Professional Development Committee will be established annually early in the second semester. The Committee shall be made up of three (3) administrators, one (1) representative from each building, and one (1) unified arts teacher. The administrators shall be selected by the Superintendent. The teacher members shall be selected by the Association President. The Committee will be responsible for developing the District's professional development plan.

ARTICLE 36
STRS "PICK-UP" UTILIZING THE
SALARY REDUCTION METHOD

The Association, on behalf of its membership, has bargained that the Board implement the "pick-up" of the certificated teaching member's required contributions to the State Teachers Retirement System (hereinafter STRS), as a condition of employment.

Effective July 1, 1984, the Board will contribute to STRS an amount equal to each bargaining unit member's contribution to STRS in lieu of payment to such member, and that such amount contributed by the Board on behalf of the certificated member shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certificated member.

An addendum to each bargaining unit member's contract which states (1) that the member's contract salary is being restated as consisting of (a) a cash salary component and (b) a pick-up component, which is equal to the amount of the member's contribution being "picked-up" by the Board on behalf of the member; (2) that the Board will contribute to STRS an amount equal to the member's required contribution to STRS for the account of each bargaining unit member; and (3) that sick leave, severance, vacation, supplemental, and extended service pay which are indexed to or otherwise determinable by reference to the member's rate of pay shall be calculated upon both the cash salary component and pick-up component of the member's restated salary. All subsequent contracts and salary notices for these affected certificated members shall be conformed to include the provisions of the addendum.

Each member 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.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

ARTICLE 37
FAIR SHARE SERVICE FEE

- A. Each bargaining unit member who is not a member of the Association by October 1 or by the sixtieth (60th) calendar day after his/her initial employment with the Board, whichever is later, shall pay a service fee by payroll deduction. The amount of the service fee shall be deducted by the Treasurer without written authorization and shall be remitted to the Association Treasurer on the same basis as authorized dues deductions. The fee shall represent that portion of Association dues allocable to negotiating and administering the collective bargaining agreement and shall not exceed one hundred percent (100%) of the unified dues of the Association.

- B. The Board Treasurer shall issue a check to the Association's Treasurer each month with a list of those persons for which the deductions were made and the amount deducted for each staff member.
- C. The payroll deductions shall be in sixteen (16) equal installments. If there are not sixteen (16) payroll deductions remaining in the year, the unpaid balance shall be deducted in equal installments. A fair share service fee may also be paid in cash to the Association in full by November 1 of each year.
- D. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until such bargaining unit member has been employed sixty (60) calendar days.
- E. If a staff member's employment ends, if he/she goes on an unpaid status before all sixteen (16) deductions have been made, or if there are not sixteen (16) payrolls remaining in that school year, the unpaid balance will be deducted from his/her final payroll check for that school year. If the amount of the last payroll check is insufficient to cover the balance of the fee due, collection of any remaining amount shall be the Association's sole responsibility.
- F. Full-time bargaining unit members employed after the first semester of each school year who are members of the Association and its affiliates or non-members subject to the fair share service fee under this article shall pay no more than fifty-percent (50%) of the regular Association membership dues.
- G. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio 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 Constitutions of the United States and the State of Ohio.
- H. The Association shall notify each non-member of the fair share service fee prior to October 1 of each year. Upon timely demand, non-members may apply to the Association for an immediate advance reduction of the fair share fee pursuant to the internal procedure adopted by the Association. The advance reduction shall be the proportionate amount of monies expended for partisan political or ideological purposes not germane to the Association's work in the realm of collective bargaining.
- I. No member of the bargaining unit is required by this Article to become a member of the Association. Any person who objects to paying the fair share service fee because of religious beliefs as provided in Section 4117.09(C) of the Ohio Revised Code shall be exempted.

- J. This article shall remain in effect as long as the Association maintains membership of sixty percent (60%) or more of the eligible members of the bargaining unit as determined by October 30 of each school year for the duration of the contract.
- K. The Association agrees to defend and indemnify the Board for any cost, demands, claims, suits or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - 1. The Board shall give written notice within ten (10) work days of any claim made or action filed against the employer by a non-member for which defense and indemnification may be claimed;
 - 2. The Association shall reserve the right to designate counsel to represent and defend the employer;
 - 3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 - 4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no defense or indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE 38

EMPLOYMENT OF RETIRED TEACHERS

The Board may employ teachers who have retired and are or will be receiving benefits through STRS. There shall not be any expectation that any such teacher, whether an employee of the Northridge Local School District or not, will be offered employment. The Board reserves the right to offer or not to offer employment selectively, based on the needs of the school district, and no reason for declining to offer such employment to anyone pursuant to this provision shall be required. The decision whether to offer initial or continuing employment shall not be subject to the Grievance Procedure contained in this agreement.

A. SALARY

Retired teachers re-employed by the Board of Education shall be placed at the "5" years of experience step on the salary schedule in the appropriate column and shall advance in typical fashion from step to step.

B. CONTRACT OF EMPLOYMENT

Retired teachers who are re-employed by the Board shall receive one (1) year, limited contracts and shall not be eligible for continuing contracts. Continued employment will be solely at the discretion of the Board.

Each one (1) year contract shall automatically expire upon the completion of the school year and it shall not be necessary for the district to take formal action to non-renew the employee pursuant to Ohio Revised Code Section 3319.11 in order to terminate the employment relationship.

C. BENEFITS

In accordance with ORC, Individuals employed pursuant to this shall receive any health, dental, vision benefits or life insurance. He/she shall not receive any severance benefits.

D. SUPPLEMENTAL CONTRACTS

Retired teachers who are re-employed by the Board shall be eligible for supplemental contracts at the sole discretion of the Superintendent.

E. SICK LEAVE

Re-employed teachers shall start each contractual year with a zero (0) sick leave balance but shall earn sick leave during the contractual year at the same rate as other members of the bargaining unit. In no event will sick leave be carried over from any other employment, nor will there be carryover of sick leave days from year to year.

F. EVALUATION

The evaluation procedures required by law (Ohio Revised Code 3319.11 and 3319.111) and this contract shall not apply to retired teachers re-employed by the Board. The Superintendent or designee shall evaluate retired teachers re-employed by the Board in writing on an annual basis. Failure to evaluate or to follow negotiated or statutory practice or procedures shall not be basis for automatic re-employment of a retiree.

G. EXCLUSIONS

Retired teacher re-employed by the board are not eligible for any of the following: sick leave bank, bumping/seniority rights, professional growth payments, tuition reimbursement, early retirement incentive bonus.

ARTICLE 39
JOINT LABOR MANAGEMENT COMMITTEE

A joint labor management committee (JLMC) shall be formed that consists of the NREA President, a representative of each building (appointed by the NREA President), the Superintendent, two administrators (appointed by the Superintendent) and Treasurer or his/her designee.

The JLMC will meet at least quarterly and as needed on a more frequent basis as determined by the NREA President and Superintendent.

The JLMC will have no authority to alter, amend, or modify existing language of the Master Agreement, and the JLMC will not negotiate matters pertaining to terms and conditions of employment.

ARTICLE 40
DURATION

This Agreement shall become effective July 1, 2015, and shall remain in effect through June 30, 2018.

In the event the Board and the Association fail to secure a successor agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

If any part of this Agreement is found to be in violation of federal or state law, then that provision shall be automatically deemed invalid and shall be inoperative and shall be renegotiated by the parties.

This contract may be added to, deleted from or otherwise changed only by an amendment properly signed and ratified by each party.

**FOR THE NORTHRIDGE BOARD
OF EDUCATION**

PRESIDENT

VICE PRESIDENT

TREASURER

SUPERINTENDENT

DATE

**FOR THE NORTHRIDGE EDUCATION
ASSOCIATION**

PRESIDENT

VICE PRESIDENT

NEGOTIATIONS TEAM MEMBER

NEGOTIATIONS TEAM MEMBER

DATE

ARTICLE 40
DURATION

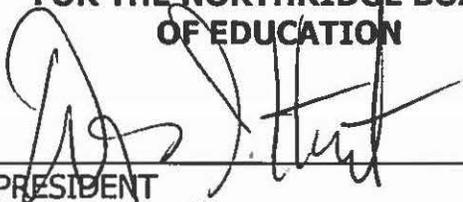
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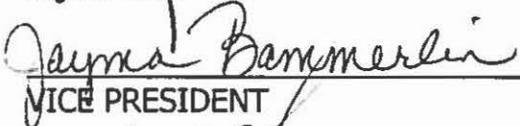
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**FOR THE NORTHRIDGE BOARD
OF EDUCATION**



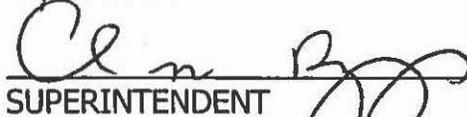
PRESIDENT



VICE PRESIDENT



TREASURER

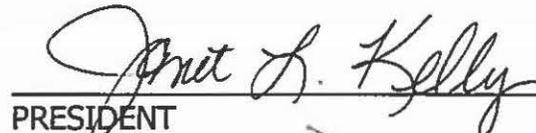


SUPERINTENDENT



DATE

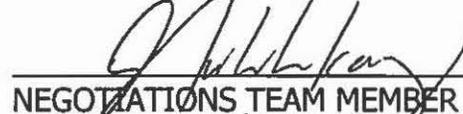
**FOR THE NORTHRIDGE EDUCATION
ASSOCIATION**



PRESIDENT



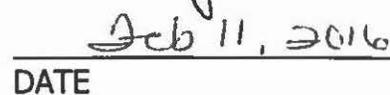
VICE PRESIDENT



NEGOTIATIONS TEAM MEMBER



NEGOTIATIONS TEAM MEMBER



DATE

APPENDIX A

SICK LEAVE BANK
DONATION FORM

Complete this form to donate accumulated sick day(s).

_____ I have read the information in Article 17 of the Negotiated Agreement on the Sick Leave Bank and I wish to contribute one (1) accumulated sick day this school year of 20____.

_____ In the event the Sick Leave Bank goes to zero (0) this 20____ school year, I will contribute one (1) accumulated sick day.

Signature

Date

Please make a photocopy of this signed document for your records before sending to the Treasurer's Office.