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CERTIFIED

NORTH BALTIMORE BOARD OF EDUCATION

AND

NORTH BALTIMORE EDUCATION ASSOCIATION

JOINT OPERATION AGREEMENT

July 1, 2016
June 30, 2019

N.B.E.A.
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CERTIFIED

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I
RECOGNITION AGREEMENT

A. Preamble

It is the purpose of this document to establish a relationship between the Board of Education and the North Baltimore Education Association. This document establishes an orderly procedure for the consideration and mutual resolution of matters of concern to either party.

B. Recognition

This Agreement is entered into by and between the Board of Education of the North Baltimore Local School District (hereinafter called the Board) and the North Baltimore Education Association (hereinafter called the NBEA/OEA/NEA).

For purposes of recognition, the "bargaining unit" shall include certificated/licensed classroom teachers, guidance counselors, speech and hearing therapists, all school employed tutors, librarians and nurses. Excluded from the unit are transient substitute teachers, administrators.

The Board agrees not to negotiate with any one of, or group of, bargaining unit members other than the NBEA for the duration of this agreement. Nothing in this document shall prohibit any certificated/licensed employee from presenting views, proposals, or grievances to the Superintendent or to the Board in accordance with established procedure. Negotiations, however, shall be conducted according to this document.

C. Exclusive Recognition

Exclusive recognition shall entitle the NBEA to these rights exclusively:

1. Use of building bulletin board in the faculty lounge for staff information.

2. Payroll deductions of membership dues.

3. Announcements at faculty meetings.

4. Use of public address systems to coincide with regular school announcements.

5. Use of duplicating equipment for NBEA announcements. Materials to be paid for by the NBEA. .

6. Distribution of bulletins to bargaining unit members according to normal school procedures (access to and use of faculty mailboxes).

7. Association spokesman rights at regular Board meeting .

8. At the time of normal distribution, a copy of the tentative agenda of each meeting of the Board with all normal public attachments shall be made available to the NBEA

president and secretary. After approval by the Board, three (3) copies of the minutes of each regular Board meeting will be made available to the NBEA president (pick up at the Board office).

9. Two or three members of NBEA and/or delegates of the local teachers association will be permitted to attend state wide meetings with no loss of sick leave, no loss of salary and the substitute provided, providing:

   a. Prior Board approval is requested and granted.
   b. Length of time per meeting not to exceed use of two (2) school days.

II
NEGOTIATIONS SECTION

A. Negotiations Procedure

1. **Directing Requests**

All requests for negotiations meetings shall be made in writing on or after January 1st. Requests initiated by the NBEA shall be directed to the Superintendent, acting as the Board's representative. Requests initiated by the Board shall be directed from the Superintendent to the President of the NBEA. The written request for professional negotiations shall include the following:

2. **Response to Requests**

Within ten (10) working days after receipt of such notice an initial meeting with the Association President and/or negotiation chair will be scheduled for the purpose of setting a date for exchanging proposals.

Proposals for negotiations shall be written and in detail. Exchanging of packages shall take place within thirty (30) days unless time lines are extended by mutual agreement. Once packages are exchanged, no new item can be submitted by either party unless mutually agreed upon.

B. Negotiations Meeting Period

1. The first negotiations session shall be held within twenty-five (25) days from the date of exchanging proposals unless an extension of time is mutually agreed upon.

2. NBEA team members may be released from their normal school duties to attend negotiations sessions without loss of pay. No reprisal or punitive action of any kind shall be taken against any participant in negotiations.

3. No new matters shall be introduced for consideration during the course of this negotiations meeting without mutual consent of both teams.

4. Negotiations meetings shall be in executive session. No other person or persons shall be present during the negotiations meeting unless mutually agreed upon by both teams. Request must be submitted at the preceding negotiations meeting.

5. During the course of negotiations, items mutually agreed to shall be reduced to writing. Before an official tentative agreement can be signed.

6. Each negotiations team shall have no more than three (3) members not counting the Association consultant or the Board attorney/consultant.

7. Each negotiations team may use consultants in the course of negotiations, each team bearing its own respective costs

8. Either team may declare a recess within the negotiations period when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined. A recess shall be for no more than 72 hours, unless extended by mutual agreement.

9. Either team may call for a caucus at any time. A caucus shall not last longer than sixty (60) minutes unless an extension is mutually agreeable by both teams.

10. Members of the respective negotiations teams have the power to negotiate.

11. Members of negotiations teams shall bargain in good faith.

12. Progress reports may be made to the represented bodies by either negotiations team. Discretion should be used in disseminating information.

13. All negotiations shall terminate (July 31, 12:00 a.m.), but may be extended by mutual consent for a period not to exceed fifteen (15) days.

C. Agreement

When agreement is reached on the items being negotiated, a final copy of the provisions shall be submitted to the NBEA for ratification and then to the Board at its next regular or special Board Meeting.

The final written copy shall contain the following:

1. The terms of the provisions.
2. The effective date of the provisions.

When approved by both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board. Thereupon, the items agreed to shall constitute a revision of school policies. When applicable, provisions will be reflected in the individual contract or statement of conditions of service to employees.

As soon as practicable, but not later than thirty [30] calendar days after ratification, the Agreement shall be printed, with a table of contents including all appendices, by the Local Association utilizing Board of Education equipment and expendable supplies. The Association will be responsible for one-half the cost of such printing, including paper. Eighty (80) copies of the contract shall be printed; the Board shall receive fifteen (15) copies of the contract and the Association shall receive sixty-five (65) copies for distribution to members. The Association will be responsible for producing the final copy of the contract for printing. The Board will transmit an original signed copy of the Agreement, in its final form, to the State Employment Relations Board.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and

settles all demands and issues on all matters within the scope of negotiations.

All prior negotiated agreements not contained herein, and all prior practices, rules or regulations not contained herein shall not be binding upon the parties of this Agreement.

D. Impasse

1. **Responsibilities**

   The parties pledge themselves to negotiate in good faith and, in the event agreement is not reached, a mediator will be provided by FMCS.

   The following alternate dispute settlement procedure shall replace ORC 4117.14(C)(2) through 4117.(D)(1) as provided for under ORC 4117(C)(1)(f) in the negotiations for a successor Contract.

   If impasse is declared either party shall have the right to request the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request.

E. Definitions

1. **Casual/temporary employee -** Employees hired for a short term and/or irregular interval assignments. See Article XIX, G. Contract Status Operating Procedures.

2. **Caucus** - A limited break in the negotiations session of not more than sixty (60) minutes.

3. **Consultants** - Advisors to the negotiations team. Individuals who, due to special training, experience, and talents, have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings. The consultants will meet outside of negotiations room.

4. **Executive Session** - A closed meeting with negotiations teams only. (Page 3, I.B. 4)

5. **Experience** - Total number of years teaching.

6. **Immediate Family** - All those persons residing full time with the employee. Mother, father, mother-in-law, father-in-law, person in loco parentis when the employee was a child, significant other living within household, grandparents of either spouse, loco parentis child(ren) natural or adopted children, brothers and sisters of either spouse are within the immediate family.

7. **Impasse** - Disagreement, a deadlock on a given issue being negotiated.

8. **Mutual Agreement** - Any written agreement between the Board and the duly authorized representative of the NBEA.

9. **Negotiate** - To confer, discuss, propose, consider, and make counter-proposals, in

an effort to reach mutual agreement on items under consideration. Such effort requires the participants to provide good and sufficient reasons for proposals and counter proposals. Negotiations shall be conducted by representatives of the Board and the NBEA with authority to negotiate. Final approval of any negotiated item shall be first by action of the NBEA and then official adoption of the Board.

10. **Negotiations Meeting Period** - January 1 through July 1 (Page 4, Item I, B. 13.)

11. **Negotiations Session** - The actual conferring of the representatives of the Local Board of Education and the NBEA.

12. **Negotiations Team** - Official representatives of the Board or the NBEA. Each team is comprised of three (3) members.

13. **Progress Report** - Reports made to the Board or the NBEA while negotiations are in progress.

14. **Provision** - The part of an agreement referring to one specific item.

15. **Recess** - The period of time between negotiations sessions once the negotiations meeting has commenced. A negotiations session shall not be recessed for a period longer than seventy-two (72) hours, unless mutually agreed by both negotiations teams.

16. **Reference to (day) -** Any reference to (day) in this agreement, refers to a scheduled/contracted work day not a calendar day.

17. **Seniority** - Total number of years teaching in the North Baltimore Local School District.

18. **Tenure** - Continuing contract status with the North Baltimore Local School District.

19. **Transient Substitute Teachers** - Are defined as those teachers who teach less than sixty (60) consecutive school days in the same position within any school year.

III
TEACHER CONDITIONS

A. Work Hours/Work Day

The normal full-time teacher work day shall be no more than 7 and ¼ hours inclusive of planning/conference time and at least a 30 consecutive minute duty free lunch and will be in direct instructional contact with student for six hours and 45 minutes except for conference/planning time as specified in Article XVII.

B. Work/Year/Week/Day

1. Work Year

The regular contract year for a member of the bargaining unit shall be no more than one hundred eighty-four (184) days and shall consist of the following:

180 Days Instruction
2 Days Teacher In-service
2 Days Teacher Workdays
184 Days

2. New Staff Orientation

All new employees work year will be one hundred eighty-five (185) days. This one (1) additional in-service day prior to the start of the school year, will be scheduled by the administration. A half day orientation to district/building procedures will be given. The other half of the day will be for the employee to use for classroom preparation. Employees will receive their daily per diem rate. A time sheet must be submitted.

3. Work Week

The work week shall be Monday through Friday.

C. Contracts

All members of the bargaining unit shall be issued written contracts for teaching and/or supplemental duties performed. See also Staff Salary Section.

1. Limited Contracts

This section applies only to full time limited teaching contracts. After three (3) years of being issued one year limited contracts, a bargaining unit member will be recommended for a two-year contract. Once the two-year contract is completed, the bargaining unit member will be eligible for a continuing contract as defined in C2. If the employee does not meet professional requirements for a continuing contract they may be recommended for a two (2) year contract.

2. Consideration for a Continuing Contract

Any qualified bargaining unit member in midterm of contract who wishes to

be considered for the award of a continuing contract for the next school year, will notify his/her immediate supervisor. The notification shall be in writing, not later than October 1 of the school year in which the teacher anticipates that he/she shall be eligible for continuous contract prior to April 1 and desires consideration for a continuing contract. A teacher shall be eligible for a continuing contract in accordance with the provisions Ohio Revised Code Section 3319.08 and 3319.11.

Failure to notify his/her immediate supervisor or to file the teaching certificate or license will be deemed a waiver of any right to be considered for a continuing contract in that school year and said member shall remain on his/her present limited contract until the next school year.

The Board will take formal action on the request at the April Board Meeting. The Board shall have the option to either award a continuing contract or to award a probationary limited contract for a duration of not more than two school years. The Board may determine that no action be taken if the Bargaining Unit Member has remaining years of an existing contract.

Teachers awarded probationary contracts instead of a continuing contract, will be provided written reasons directed at the professional improvement of the teacher. Administration will also meet with the teacher and the Association President/or designee to jointly develop a Plan or Action which indicates how improvements are to be made. The Plan of Action shall be developed within the month following the issuance of the probationary contract – to start implementation at the beginning of the next school year.

A schedule of monthly meetings with the probationary teacher, the Association President/or designee and Building Administrator/or designee will be set to monitor progress. A written summary of monthly progress will be issued to the probationary teacher and Association President/or designee within five days of monthly meetings.

3. The provisions contained herein for the consideration and awarding of a continuing contract to a teacher shall supersede and replace, where applicable, those provisions of Ohio Revised Code Section 3319.08 and 3319.11.

D. Local Professional Development Committee

1. Purpose

The Local Professional Development Committee (LPDC) shall oversee and set policy and review professional development goals for the full implementation of the teacher certification/licensure law SB 230.

2. **Representation**

The LPDC will consist of five (5) members, three members will be bargaining unit members selected by the North Baltimore Education Association. In all cases, if the LPDC committee has a need for expansion or develops sub committees, there will be a majority of teacher members appointed by the Association. A chairperson for all committees shall be elected by a majority vote of the LPDC with all members present. All members must be present to vote on any changes relating to procedural matters. The term of office for members serving on the committee shall be determined by the LPDC. Members may be appointed to consecutive terms. In the event of an unexpected vacancy, the committee member shall be replaced by the responsible appointing party.

3. **Responsibility**

The committee's responsibility shall include, but not be limited to, approval of all individual professional development plans for all certified employees, development and approval of all district or building professional development activities, approval of all C.E.U. credits, coursework, workshops, inservice, or any activity that could be used for professional growth credit which will apply to certification and license renewal.

4. **Procedures**

The LPDC shall determine its rules for voting, planning, or other organizational issues that are in compliance with the Master Contract and O.R.C.

The LPDC shall determine the meeting times, places, dates, and frequency of meetings to be held.

All Association committee members serving on the Local Professional Development Committee shall be given release time from their teaching duties or they will be paid twenty dollars ($20) per hour per time sheet procedure.

The North Baltimore Board of Education shall provide for and pay all costs related to the purpose, responsibilities, training of LPDC members, material needs, and legal requirements that may be needed to function proficiently.

The LPDC shall keep confidential all reviews, evaluations, and discussions of Individual Professional Development Plans.

For bargaining unit members that need IPDP approval, a majority vote of all LPDC members must take place to agree upon or reject any proposal submitted. Administrative IPDP's approval will consist of two administrators and one teacher voting.

5. **Appeals and Approvals**

Reviewed Individual Professional Development Plans (IPDP's) and/or course/activity proposals are to be returned within three working days. Notice of a request for an appeal shall be submitted to the LPDC chairperson within ten (10) working days during the school year.

During the summer months, notice of an appeal request can be submitted within thirty (30) calendar days or at the discretion of the LPDC.

A written appeal and/or oral presentation will be reviewed within thirty (30) calendar days. An appeal decision will be issued within fourteen calendar days after written or oral presentation has been given.

If the proposal is still denied the applicant may request a decision rendered by a three-person mediation team chosen as follows: one person selected by the applicant, one person chosen by the LPDC, and a third person mutually agreed upon by the first two. Members of the mediation team must hold a current Ohio Department of Education

Certificate or License. If a third person cannot be mutually agreed upon, the LPDC will appoint the third mediator.

The decision of the three-person mediation team will not be binding if the applicant chooses to pursue an existing State appeal process and/or legal recourse.

6. **Policy**

Individual Professional Development Plans and any other activities related to Certification/Licensure are not related to teacher evaluations.

Employees who come from another district will automatically be granted approval of what was approved by their former LPDC with proper verification and documentation.

All minutes and records of actions and proceedings of the LPDC shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.

Members of all LPDC's and/or Appeals committee shall be indemnified for action related to the proper performance of their duties as members of the LPDC.

Any decisions rendered by the LPDC and/or Appeals committee are not subject to the collective bargaining grievance procedures.

7. **Staff Responsibilities**

It is the responsibility as a North Baltimore certificated/licensed employee to monitor their own expiration date(s) of their certificate(s)/license(s) as well as maintain the proper documents to renew. Proper planning is needed in order to meet all LPDC/state requirements. Individual Professional Development Plans should be submitted to the LPDC for pre-approval during the first year of the five year licensing cycle. During the third year of the IPDP, the employee needs to request a review of their IPDP and submit appropriate paperwork verifying progress. The LPDC will review and advise the employee if any adjustments need to be made before license approval is sent to the State Department. If adjustments are needed, the LPDC will notify the employee within fourteen calendar days after the request and paperwork has been submitted.

E. Resident Educator Mentors/Teachers

The North Baltimore Board of Education agrees to pay each active Mentor Teacher a total of one thousand dollars ($1,000) for each teacher the mentor teacher mentors annually.

The Lead Mentor/Trainer/Coordinator, will receive two hundred fifty dollars ($250) for each active mentoring pair for which they are responsible for within the district, up to a total of one thousand dollars ($1,000) yearly.

The Lead Mentor/Trainer/Coordinator can act as both a Lead Mentor/Trainer and a Mentor Teacher for a maximum of two thousand dollars ($2,000) yearly.

Lead Mentor/Trainer/Coordinator and Mentor Teacher are voluntary positions.

The purpose of the Resident Educator Program is to provide a program of positive formal support including mentoring to foster professional growth of the individual, and assessment of the performance of beginning teachers and other bargaining unit members who require a license. The Resident Educator Program and assessment examination does not replace the employment evaluation and is used exclusively for licensure determination.

1. Definitions

a. Mentor Teacher – a teacher or lead mentor/trainer who will provide formative assistance to a Resident Educator teacher and/or the lead mentor/trainer/coordinator serving the Resident Educator program.

b. Resident Educator Teacher – a teacher in the Resident Educator Program under a teaching or educational personnel certificate who will be provided assistance by the mentor teacher.

2. Teaching Assignment of Mentor Teachers and Resident Educator Teachers

a. The Board shall make every attempt to provide work schedules for Mentor Teachers and Resident Educator Teachers which are compatible to maximize the ability of the Mentor Teachers and Resident Educator Teachers to confer.

3. Training and Release Time for Entry Year Training and/or Teachers

a. The Board shall provide release time to Mentors or Lead Mentors to attend training if/when training is in order to establish and maintain an effective Resident Educator Program.

b. The Board shall pay for all actual and necessary training costs if not provided by the county for Pathwise/Praxis III and any other training necessitated.

4. Training and Release Time for Resident Educator Teachers

a. The Mentor Teacher and/or Lead Mentor shall have release time for

consultation with the assigned Resident Educator Teacher and this time shall be provided or schedules shall be adjusted to facilitate Mentor Teacher/Resident Educator Teacher meetings and observations of each other.

5. Compensation for Mentor Teacher/Lead Mentor

a. Travel allowance and other related expenses shall be granted for all trainings and/or travel between buildings.

6. Resident Educator Teachers

a. The Resident Educator Teacher shall have release time for consultation with the assigned Mentor Teacher and this time shall be provided or schedules shall be adjusted to facilitate Mentor Teacher/Resident Educator Teacher meetings and observations of each other.

b. Should the Resident Educator Teacher perceive a personality conflict or is not satisfied with their Mentor Teacher assignment, they are to contact their building administrator and Lead Mentor within the first eight weeks of the school year. Administration may assign a new Mentor Teacher to the teacher within a week of notification. Monies due to the previous Mentor Teacher and the newly assigned Mentor Teacher will be pro-rated accordingly. If the Resident Educator Teacher feels they need a change of Mentor Teacher beyond the first eight weeks of school, they will discuss the problem with the Lead Mentor who in turn will schedule a meeting for them to meet with the building principal and/or Superintendent. Administration will decide appropriateness to a new assignment.

c. Should the Resident Educator Teacher fail to complete the Resident Educator Program after one (1) attempt, it shall not be the sole reason to adversely impact said Teacher's employment because the OAC provides for a second opportunity to successfully complete the Resident Educator Teacher Program.

7. Confidentiality

a. Mentor Teachers shall communicate directly with the Resident Educator Teacher and shall hold all information in strict confidence. All interaction, written or verbal, between the Mentor Teacher and the Resident Educator teacher shall be confidential information.

b. No Mentor Teacher shall participate in any informal or formal contractual evaluation of a Resident Educator Teacher.

c. No Mentor Teacher shall be directed, required, or requested to make any recommendation regarding the employment of a Resident Educator Teacher.

8. Contractual Evaluation

a. The Resident Educator Program shall not replace employment evaluation.

Evaluations of Resident Educator teachers shall be conducted in accordance with the provisions of the evaluation procedure.

9. Length of Program

a. The Resident Educator Program shall be four (4) academic year in length, a minimum of 120 school days.

F. College Credit Plus

1. The opportunity to teach any course offered by the North Baltimore School District through College Credit Plus (CCP) shall be offered to all members of the bargaining unit who are qualified to teach the course.

2. Teaching a course that qualifies for College Credit Plus (CCP) shall be voluntary on the part of the teacher.

3. Any teacher who teaches a course that qualifies for College Credit Plus (CCP) shall be offered a professional development day to visit the participating institution of higher education to engage in planning with the cooperating college instructor. The teacher shall be paid his/her mileage at the district rate.

4. Any teacher who teaches a course in College Credit Plus (CCP) shall be paid a stipend of $500 per course. The stipend shall be paid as a part of the employee's regular pay and shall be paid over the regular pay periods.

5. Any teacher who teaches a course in College Credit Plus (CCP) shall be provided one-half day of professional leave at the end of each district semester in order to fulfill required administrative responsibilities (e.g., grading the course, etc.). This can be extended to a full day of professional development with the Superintendent's approval.

6. To the extent possible, all students enrolled in a College Credit Plus (CCP) class will be scheduled into a class for instruction.

7. No existing bargaining unit position shall be eliminated, and no bargaining unit employee shall be displaced, as a result of the district's participation in College Credit Plus (CCP).

G. Class Size

1. Elementary - The pupil-teacher ratio in each building shall not exceed twenty-five (25) pupils to one (1) teacher.

2. High School

   a. The pupil-teacher ratio shall not exceed 25-1. The pupil-teacher ratio is determined by dividing the total enrollment by the total teaching staff.

b. Except in certain activity-type classes such as key boarding, physical education and music, no teacher shall instruct more than one hundred sixty-five (165) pupils per day exclusive of study halls. Where a number of staff members are involved in a cooperative teaching project, the amount of each person's involved time may be counted in computing the individual teacher's load.

H. Room Conditions

1. Each teacher shall be provided an individual teaching station, if space permits, with the necessary equipment.

2. The Board shall provide the supplies necessary for maintaining the best educational program possible.

   a. Teacher and administration shall establish by May 15 a minimum budget in areas that require heaviest usage of consumables (i.e., technology, art, home economics, science, labs, etc.).

   b. Teacher input shall be sought before cuts are made in requisitions of consumable supplies.

   c. Teacher will be notified before any personal materials are removed from his/her room. Daily waste removal shall not be included.

3. The physical arrangement of the room shall be at the discretion of the teacher and principal.

I. Smoking

1. The use of any tobacco products is not allowed within any school building or school owned and/or leased vehicles.

J. Drug Free Work Place and Awareness Program

Due to the enactment of the federal Drug-Free School and Communities Act, it is the Policy of the Board to establish a drug-free work place. Drug or alcohol abuse in the work place is dangerous and can lead to harm to not only the person abusing drugs or alcohol, but also to fellow employees and students. It is especially important that employees not use drugs or alcohol in the work place in view of the fact that, as employees within the schools, the conduct of all board of education employees can potentially influence children within the schools.

For these reasons, the Board and Association are committed to maintaining a drug-free work place, and will enforce the following policies:

1. The unlawful possession, use, abuse, or distribution of controlled substances by an employee on school premises or as part of any school-sponsored activity is prohibited.

2. Possession, use, or distribution of alcoholic beverages by an employee on school premises or as part of any school-sponsored activities is prohibited.

3. a. Disciplinary sanctions up to and including termination of employment and referral for

prosecution will be imposed on employees who violate the standards of conduct set forth in paragraphs (1) and (2) of this Policy.

b. For a first violation of the standards of conduct set forth in paragraphs one (1) and two (2) involving personal use, the sanction imposed will be good faith participation in, and completion of, an appropriate drug or alcohol rehabilitation program approved by the Board. Failure to so participate and complete such program may result in imposition of other disciplinary sanctions up to and including termination.

c. At the option of the Board, violations of one (1) and two (2) above beyond the first violation may also result in those provisions listed in three (3) (a) and (b) above.

4. New employees will be notified of this policy upon employment.

K. Principal Advisory Committee

A Principal's Advisory Committee shall be established in each building. The committee will be composed of the building administrator and/or and up to three (3) members of the association appointed by the association president. A meeting of this committee can be called by any representative of the committee. Dates of the meetings are to be determined by the committee.

L. Criminal Records Check

1. The parties acknowledge that O.R.C. §3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he/she have a clean record on a criminal records check. If the records check on such a person discloses a conviction of guilty plea which disqualifies the person from employment in a position in this bargaining unit, the following procedure shall be followed:

   a. Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to O.R.C. §3319.39.

   b. The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and an Association representative and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law.

   c. The Superintendent then shall determine whether the statute requires release of the employee and shall notify him of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.

   d. The cost of all criminal record checks and fingerprinting not related to the initial employment will be reimbursed by the Board to all employees subjected by statute to have a criminal records check for years 98-99, 99-00, 00-01.

2. This Article is the exclusive procedure for release of a bargaining unit member from employment because of an adverse criminal records check in accordance with O.R.C. §3319.39. The bargaining unit member's release shall not be subject to any provision of this collective bargaining agreement with respect to the dismissal, non-renewal, or

termination of employees. The release of an employee pursuant to this Article is not subject to the grievance procedure.

M. ESEA (Elementary and Secondary Education Act – Employment Practices and Working Conditions)

No action shall be taken without the consultation of the Association in regard to any issue relating to the Board's compliance with the Elementary and Secondary Education Act of 1965, as amended, 20 USC 6301 et seq (2002), where said action would adversely impact any bargaining unit member or otherwise affect the wages, hours, or terms and conditions of employment of any bargaining unit member.

Mid-term negotiations shall contain the following ground rules:

Specify:

1. Desired restrictions on exchange of proposals.
2. Number of meetings, and
3. Whether a mediator will be used at any point.
4. Any agreement reached shall be subject to ratification by simple majority of the bargaining unit.
5. If no agreement, no action will be taken until parties bargain the next successor Agreement.

N. Behavior Unbecoming

The Board shall share information reported to the Ohio Department of Education (ODE) regarding Behavior Unbecoming <u>within ten (10) days</u> of reporting. Further, any information received by the ODE regarding Behavior Unbecoming of an educator shall be reported to the member <u>within ten (10) days</u> of receipt of such information as permitted by law. It is further understood that Behavior Unbecoming leading to disciplinary actions against a staff member is subject to all Just Cause and Due Process rights.

O. Equipment Use

The Board authorizes the Association the following rights: To utilize Board of Education equipment, with any expendable supplies to be supplied by the Association. Such use shall not interfere with the operation of the school system. Association use of Board of Education equipment shall be prohibited during the school day and use at other times shall require prior approval of the Superintendent.

IV
VACANCIES - TEACHING ASSIGNMENTS

A. Filling Vacancies

1. Vacancy notices shall be sent to the NBEA President during the months the school is in regular session. During the summer months or at times the school is not in regular session, such vacancy notices will be sent to all certified staff with normal payroll distribution. If written interest in the vacancy is not expressed within five (5) working days (except for August which will be five (5) working days) after the date of the notification, it shall be assumed there is no interest on the part of the staff.

2. Any vacancies caused as a direct result of the vacancy for which notice is given ("Bumping" and/or staff movement into other teaching assignments) shall not require subsequent notice of vacancy.

   a. Vacancies shall be filled on the basis of qualifications. Items to be considered in order of priority are:

      1. Tenure

      2. Seniority

      3. Experience

3. Newly created positions shall be filled as if they were vacancies.

4. A teacher desiring a change in a full-time teacher assignment may make their desire known to the Board Office in writing prior to the end of the school year. Teachers will be called when their desired vacancy occurs. If the teacher requests a transfer and it is denied, they shall be granted a personal interview to receive an explanation of such denial.

5. Vacancies in the extra duty program shall be given the same consideration as the above.

B. Vacancies Due to Leave of Absence

Any teacher employed under a one (1) year contract to fill a leave of absence vacancy shall have such condition noted on the face of the contract.

C. Vacancies - Teaching Assignments

Teachers returning from leave of absence shall be entitled to a position for which they have proper certification/licensure and have more seniority than any one other member of the teaching staff in that certificated/licensed area. The intent of the right of a returning employee is to be able to use the total area of their certification/licensure.

The assignment of all members of the teaching staff shall be the responsibility of the Superintendent.

Any member who is displaced by a person returning from a leave of absence shall be

entitled to a position for which they have proper certification and have more seniority than any one other member of the teaching staff in that certificated/licensed area.

A member returning from a leave of absence or a member displaced directly or indirectly by a member returning from a leave of absence who does not have seniority over any one other member of the teaching staff shall be entitled to the recall benefits of the Reduction in Force provisions of this agreement.

Time spent on inactive pay status (unpaid leave or lay-off) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

V
SUPPLEMENTAL CONTRACTS

A. Supplemental contracts for the fall and winter sports and co-curricular activities shall be offered by the Board of Education prior to April 30th, where appropriate personnel are recommended by the Superintendent.

B. The supplemental contracts of spring sports shall be offered prior to June 30th, where appropriate personnel are recommended by the Superintendent.

VI
ASSAULT

A. Verbal

The provocative use of words and/or oaths so as to humiliate or embarrass a professional staff member.

B. Physical

The use of hands, fists, feet, teeth, or other objects so as to attempt to or to actually inflict physical harm upon a professional staff member from any source.

C. Reporting

Any case of assault on a professional staff member shall promptly be reported to the building administrator. If in the judgment of the professional staff member the assault is sufficiently severe, the police will be notified. A written report of all assaults on professional staff personnel will be made to the office of the Superintendent. Immediate investigation, hearings, and actions shall commence according to the adopted suspension and expulsion regulations of the Board.

D. Evaluation of Injuries

Any professional staff member who is physically assaulted will be excused by the principal to seek a physician's evaluation of their injuries.

E. Student Penalty

Any student who commits an assault and/or battery on a staff member will be accorded due process; however, such an assault will give rise to the immediate removal of that student from the class or activity in which the assault and/or battery took place. Discipline of such student shall be as provided within the policies and procedures established by the Board. The student may be returned to the class or activity in which the assault and/or battery took place at the discretion of the administration at such time as it may be felt that the fear of a threat no longer exists. The professional staff member will provide, in writing, all pertinent information. The Central Administration will immediately advise the professional staff member of his/her rights and will notify the professional staff member of its readiness to assist as follows:

1. The administration will immediately obtain all relevant information in writing from the students, professional staff members, and/or other witnesses and police.

2. Act in appropriate ways as liaison between the professional staff member, police and the courts.

3. Up to three (3) assault days may be used by the staff member for absences due to injury or court appearances caused by assault and/or battery. (Days will not be counted against sick leave).

4. With appropriate medical documentation an unlimited number of days, concluding with the completion of the school year, may be used for absences due to injury or court appearances caused by assault and/or battery.

VII
REDUCTION IN FORCE POLICY

A. Reasons

A reduction in force is a reduction in certified staff deemed necessary by the North Baltimore Board of Education. Any study with the Board of Education shall include input by NBEA leadership (President or designee) prior to implementation. A reduction in force may be necessary for one or more of the following reasons:

1. Decreased enrollment of pupils (to include pupil population course enrollments, grade level enrollment).

2. Return of regular teachers after leave of absence.

3. Suspension of schools or territorial changes affecting the district.

4. Necessary programmatic reasons as it relates to 1, 2, or 3, above which will be verified and subject to challenge in accordance with the Grievance Procedure.

5. Financial reasons - the District will follow the provisions set forth in Ohio Revised Code 3319.17 for Reductions in Force for financial reasons.

B. Reduction in Force

A reduction in force includes all staff reductions, or lay-offs caused, for any one or more of the above reasons.

C. Contract Suspension

When the Board determines that staff reductions shall occur, due to decreased student enrollment or shortage of revenue, the following procedure shall apply:

1. All teachers in the NBLS system shall be placed on a seniority list in their areas of certification. Teachers shall be placed on all lists for which they are certified. A teacher shall not lose seniority when he or she changes assignment to a different position, department, grade level or building.

2. The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools, who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

3. **Breaking Seniority Ties** - If two or more professional staff members are equal in seniority, the following criteria will be applied in numbered sequence until the tie is broken. The more senior professional staff member is:

   a. The one who has the greater number of years (including time spent on a RIF status) under the continuing contract.

   b. The one who has the greater number of years of actual teaching experience in

Ohio's accredited and/or chartered schools.

c. The one who has the greater number of years of actual teaching experience in non-Ohio accredited and/or chartered schools.

d. The one who received Board approval first.

e. The one who has the greater number of college credit hours.

f. If all the above procedures have been exhausted, a drawing will be held to determine the most senior staff member. All staff members who are to be determined the most senior by the drawing, must be present, along with the Superintendent and the NBEA President.

D. Restoration of Continuing Contract

Teachers whose limited or continuing contracts are suspended shall have the right of restoration to continuing service status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. However, seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

A restoration list of tenured teachers shall be kept for two (2) years by a designee of the North Baltimore Board of Education. Teachers must furnish and keep current a mailing address where they may be reached. The teacher must respond to the offer within seven (7) days of receiving an offer of restoration. Failure to respond or accept an offered position shall result in removal of the teacher's name from the list and no further right to restoration shall exist.

E. Bumping Rights

In the case of a reduction in force, when a position is eliminated, that person whose position is being eliminated, shall have the right to one "bump" for each area listed on their certificate/license, if the person wishing to "bump" has an evaluation that is better than or comparable to the person who is being bumped, and if either of the following conditions have been met by that person wishing to "bump" before such a reassignment may be effected.

1. **Proper Certificate/License for Bumping** - The employee seeking such reassignment shall have a proper certificate/license for the teaching area being requested and shall have greater seniority within that teaching area within the North Baltimore School district than that employee whom he/she seeks to replace, or

2. **Experience for Bumping** - That employee seeking such reassignment shall have a proper certificate/license for the teaching area being requested and shall have greater teaching seniority (in any area) within the North Baltimore School District and shall have completed at least ten (10) quarter hours (or the equivalent) within the past five years in the teaching area being sought for reassignment. Such employees shall have until the start of the succeeding school year to complete the ten (10) hours.

F. Recall of Limited Contract Teachers

Limited contract teachers will be given the right to be recalled for twenty-three (23) months

following the teacher's last active workday based upon the following:

1. School district seniority
2. Qualifications
3. Relevant Teaching Experience
4. Past Teacher Evaluations

Seniority shall not be the basis for recalling a limited contract teacher, except when making a decision between teachers who have comparable evaluations.

G. Informing the Treasurer

Teachers who wish recall shall keep their current addresses on file with the treasurer of the Board of Education. Teachers who do not respond to a recall for five (5) school days (or 10 working days when school is not in session) after receipt of notice by certified mail shall forfeit any right of recall.

H. Leave of Absence

A teacher who is involuntarily laid off because their position has been eliminated, shall be granted an unpaid leave of absence upon request. Leave granted under this provision may be renewable annually to a maximum of two (2) school years if so requested by the teacher. If the teacher accepts other full time employment as a teacher, such leave of absence shall be terminated.

If a teacher accepts an unpaid leave, the Board will not dispute a claim for unemployment compensation.

I. Returning Contract

An employee must sign and return his/her individual contract within thirty (30) calendar days of the issuance of the contract by the treasurer or the employee shall be deemed not to be reemployed.

VIII
FAIR DISMISSAL

A. Termination

1. Termination shall be defined as the dismissal of any member of the bargaining unit prior to the expiration of his/her limited contract or dismissal of any member of the bargaining unit who is on a continuing contract.

2. Termination proceedings shall be held in accordance with applicable statutes as outlined in the Ohio Revised Code 3319.16.

B. Non-Renewal

1. **Definition** - Non-renewal shall be defined as the dismissal for just cause of any member of the bargaining unit at the expiration of his/her limited contract, provided, however, that just cause shall not apply to non-renewal at the expiration of the bargaining unit member's first four consecutive full-time teaching contracts with the Board.

2. **Non-Renewal Conditions** - No teacher may be non-renewed unless and until all of the following procedures have been implemented:

   a. At least two [2] evaluations have been conducted during the year in which the decision to non-renew is made.

      i. The first evaluation must be completed by December first.

      ii. The second evaluation must be completed before March 31 during the second semester.

   b. If there are any deficiencies noted in the evaluation, the evaluation must specify what must be improved, how improvement can be made, and recommend means of assistance by which the teacher could make the improvement(s).

   c. The teacher must be given an opportunity of not less than thirty [30] work days after the first evaluation in which to overcome any perceived inadequacies.

   d. At any time when perceived inadequacies, if uncorrected, would warrant a recommendation for non-renewal, a jeopardy sheet must be issued [see Appendix C].

   e. Notice of non-renewal must include written reasons for non-renewal and must be received prior to April 30.

   f. Upon notification of non-renewal, a teacher is entitled to a meeting with the superintendent to review the reasons for non-renewal.

   g. Alleged violations of the non-renewal procedure may be grieved. A teacher is entitled to association representation at any step of the non-renewal procedure.

   h. This Article supersedes the non-renewal protection provided in ORC 3319.11

and 3319.111 [HB 330].

IX
STUDENT TEACHERS

A. Supervisor's Contract

A teacher shall be issued a supplemental contract to supervise student teachers if the counseling and preparation is done after regular school hours.

B. Supervisor's Qualifications

Only teachers with three (3) or more years of experience, one of which must be in the North Baltimore district, may supervise student teachers.

C. Stipend

Stipend shall equal amount received from the university.

X
LEAVES

Preamble

All staff attendance is recorded from June 16 through June 15. This does not effect normal accumulation of sick leave.

A. Personal Leave

1. Three days per year can be requested as unrestricted personal days.

2. Personal days shall not be taken consecutively after May 1st.

3. One cannot use such a day during the first or last week of the school year, with the exception to move a child into college or to attend a college graduation, nor the day before or the day after the Thanksgiving, Christmas or Spring Vacation period or to extend any State or National holiday exclusively for the purposes of extending vacations. Personal days may also not be used during a scheduled in-service or a professional development opportunity, state achievement testing days, and parent-teacher conference days. The Superintendent may at his/her discretion approve exceptions to these regulations for good reason(s).

4. One must request use of such a day at least forty-eight (48) hours in advance. The request is approved or denied by the principal and may be appealed to the Superintendent. The forty-eight (48) hour notice may be waived at the discretion of the principal and the availability of a substitute.

5. Personal leave may also be used for required medical--dental exams of routine or unspecified diagnostic nature.

B. Sick Leave

1. Pursuant to the Revised Code, all bargaining unit members shall accrue sick leave at the rate of 1 ¼ days per month of service accumulative to two hundred and seventy-five (275) days. Bargaining unit members employed for a period less than a regular full-time bargaining unit member shall accumulate days in proportion to time served.

   A bargaining unit member who has accumulated sick leave in another school in Ohio shall present a properly certified record of these days upon employment in this school system.

2. All certificated/licensed professional bargaining unit members new to the profession in the North Baltimore school system shall be granted five (5) sick leave days as of the first official day of the school year. These five (5) days are construed as being concurrent with, but not in addition to, the 1¼ days per month allowed. At the completion of the fourth month of service and the completion each month thereafter, 1¼ days of sick leave (15 days per year) shall be credited to the sick leave account of the employee.

3. Any bargaining unit member whose personal illness extends beyond the period of compensation provided by the accumulated or additional sick leave shall be granted upon request a leave of absence without pay for such time as is necessary for the complete recovery from such illness. Any bargaining unit member on leave of absence without pay, if 120 days have been worked during that school term shall be entitled to a one-year advancement on the salary schedule upon return.

4. A doctor's excuse shall be required after an employee's personal illness has exceeded five (5) consecutive working days.

5. The same monthly accrual of 1 ¼ days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.

6. Sick leave shall be allowed bargaining unit members for periods not to exceed their accumulated sick leave account.

7. Bargaining unit members shall be granted sick leave for personal or immediate family illness, injury or death or one (1) day to assist with the birth of a grandchild. (ORC 3319.141.) Immediate family is defined as all persons residing full time with the employee. Mother, father, mother-in-law, father-in-law, person in loco parentis when the employee was a child, significant other living within the household, grandparents of either spouse, loco parentis child(ren) natural or adopted children, brothers and sisters of either spouse are within the immediate family.

C. Bereavement Leave

1. In the case of death in the immediate family, the employee may have up to three (3) days paid leave. At the discretion of the Superintendent, this period may be extended due to responsibilities**.**

2. Absence for the first three (3) days of bereavement leave shall not be deducted from sick leave.

3. In the event the bereavement leave period is extended for more than three (3) days, the

ensuing days absent will be deducted from sick leave.

4. For less immediate relatives or friends: One day will be allowed.

D. Perfect Attendance

A bonus for perfect attendance shall be paid to both full and part-time employees. The amount of $100 will be paid for the first quarter of perfect attendance, $125 for the second accumulated quarter of perfect attendance, $150 for the third accumulated quarter of perfect attendance, and $250 for the fourth accumulated quarter of perfect attendance. Payment for perfect attendance shall be reflected in the second paycheck each January and July for qualifying Association members. These pay dates may be adjusted if the school calendar changes. In order to be considered for perfect attendance no sick leave, personal leave days, partial days, or days without pay may be used during the quarter.

E. Maternity/Paternity Leave

1. A bargaining unit member who becomes pregnant or whose spouse becomes pregnant shall have one of the following options:

   a. Request leave of absence.
   b. Request resignation.

2. Requested sick leave not to exceed thirty (30) consecutive work days unless accompanied by a doctor's written request stating debilitating reasons for extending maternity/paternity leave.

F. Military Leave

1. Paid leave of absence must be granted every employee on military duty, (not to exceed thirty-one (31) days in any one calendar year, whether voluntary taken or by military order and whether consecutive days or in broken lot days), which this individual might be entitled. This includes active and temporary military duty in the U.S. Armed Forces, Reserves, Ohio National Guard or Militia (R.C. 5923.05). They shall earn sick leave while absent.

G. Jury Duty

1. In the event that a bargaining unit member is required to perform jury duty, the teacher shall receive the regular salary minus any jury remuneration (not including mileage or living expenses) received.

H. Leave of Absence

1. Any employee of North Baltimore School District shall be granted leave of absence for the following reasons:

   a. Extended illness (used up sick leave)
   b. Maternity/Paternity Leave
   c. Child adoption requirement

2. All benefits to which a teacher was entitled at the time their leave of absence commenced, including unused sick leave, will be restored to them upon their return.

I. Family and Medical Leave Act

Bargaining unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The district shall grant such leave in accordance with the rules promulgated under that Act. Leaves granted under the Act shall be in addition to any paid leaves provided for in this contract subject to limitations stated below. Any contractual unpaid leave shall be granted upon request at the expiration of those granted under the Family and Medical Leave Act. Return from any unpaid leave shall be under the same terms as those provided under the Family and Medical Leave Act.

Medical Examination

1. The Superintendent may require a medical examination in accordance with the FML statute and regulations to verify the need for the leave and its expected duration.

Certificate to Return to Work

2. If the employee uses FML for his/her own serious medical condition, the Superintendent may require the employee to supply a certificate upon his return to work from the health care provider that he/she is able to return to duty.

J. Worker's Compensation

When released by the employee's physician, if light duty is available, the employee must accept that assignment.

K. Leave Without Pay

A maximum of three days may be taken per life of the contract as unpaid leave. Additional unpaid leave for medical or family emergencies may be approved by the Superintendent.

XI
ADVISORY COMMITTEE

A. Charge

This committee shall deal with concerns of the NBEA and the Board in regard to education in the schools. Its topics for annual review shall include, but will not be limited to: (1) the school calendar; and (2) parent-teacher conference schedule as it relates to the school calendar.

B. Representation

The committee shall consist of the following: the Superintendent, the NBEA President, the NBEA Building Level Representatives (4) and the (1) representative appointed by the Board (from their membership), and principals. The meeting shall be monthly and shall be open to general visitation under mutual agreement of the members.

XII
SCHOOL CALENDAR

A. Committee

A committee, appointed by the Superintendent, will meet during the month of October for the purpose of preparing a calendar. The committee will include three (3) representatives named by the Association (one from elementary, junior high and high school).

B. The calendar year shall consist of the following:

1. No more than 184 teacher work days. Included in the 184 days will be:

    a. Two (2) parent/teacher conference meeting days for teachers in grades kindergarten through six.

    b. Two (2) parent/teacher conference meeting days for teachers in grades seven through twelve.

    c. Each conference schedule shall encompass two (2) days. The first day shall be from 2:00 P.M. to 8:30 P.M. allowing one (1) hour for dinner, and the second shall be from 8:30 A.M. to 11:00 A.M. The remainder of the second day shall be staff release time. Each such arrangement shall constitute a conference day. However, if there is a two (2) hour delay due to weather or other calamity related issue, the student dismissal time will be 2:30 P.M. (elementary)/2:40 P.M. (high school), and conferences will begin at 4:00 P.M.

    d. Two (2) In-service days:

        i. One at the BEGINNING of the first semester.
        ii. One (1) planned in cooperation with the NBEA representatives.

    e. One (1) day at the end of each semester as a teacher records day.

    f. Additional professional days may be granted to individual teachers.

C. Procedure for Adoption

1. The Committee will survey the staff for input before the proposals are drafted. The committee will submit no less than two (2), nor more than three (3) proposals to the staff for input.

2. The prepared calendar will be submitted to the Superintendent for comments prior to its presentation to the Board of Education. The Board may, in turn, approve, disapprove, modify, or amend such calendar.

3. Suggestions for modification or amendment may be made and the calendar may be returned to the committee for final reworking and/or approval.

3. Should the calendar have to be altered due to a crisis situation (i.e., energy, weather,) the calendar committee as outlined above will be consulted.

D. Calamity Days

1. A calamity day shall be defined as an instructional day when the closing of school is deemed necessary as a result of disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to a school building or other property or other temporary circumstance that renders the school facility unfit for instructional use.

2. Teachers will not be required to report to work on days when the district has cancelled classes for students due to the reasons listed above.

XIII
TUITION REIMBURSEMENT

A. Stipend

There will be a fiscal year cap of $22,000 for tuition reimbursement. Funds will be distributed based on an equal distribution of the funds among the bargaining members that applied for reimbursement, not to exceed the expenses of the tuition. Funds will be distributed on November 15 of each school year upon presentation to the treasurer of acceptable receipts and proof of credit earned and turned in by October 1st. Course work needs to be completed by August 15th. Request must be made by July 1st for the previous fiscal year. No tuition reimbursement will be made for summer study if the teacher does not return to NBLS the following fall.

1. **Graduate Hours** - Graduate hours successfully completed at an accredited college or university that directly relate to the teacher's:

   a. assigned classes or duties or
   b. educational methodology or training courses or
   c. certification subjects as listed on teacher's certificate/license.

2. **Undergraduate Hours** - OR undergraduate hours pursuing new or additional certification or within present certification areas.

3. **Continuing Education Units** - Continuing Education Units (CEU) from an Ohio Department of Education (ODE) recognized CEU provider that directly relate to the teacher's:

   a. assigned classes or duties or

b. educational methodology or training courses or

c. certification subjects as listed on the teacher's certificate license.

B. LPDC Approval

All course work or CEU's that will be submitted for reimbursement must be approved by the LPDC in advance before submitting any controversy for further review by the Superintendent.

XIV
OHIO TEACHER EVALUATION SYSTEM

This language only applies to those teachers who are under the Ohio Teacher Evaluation System ("OTES") per the requirements of section 3319.111 of the Ohio Revised Code.

A. Definitions

Evaluation Procedure: The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to sections 3319.111 and 3319,112 of the Ohio Revised Code and will prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012. Each completed evaluation will result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived from a summative evaluation where fifty (50) percent of the overall evaluation is based on student growth measures as provided for in this agreement and fifty (50) percent of the overall evaluation is based on a teacher's performance rating as provided for in this agreement, or per law if these percentages change.

Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from the Ohio Department of Education (ODE) approved list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). Some SGM results are reported as: above expected levels of student growth, expected levels of student growth, or below expected levels of student growth. When five (5) levels are used, expected growth will cover the three (3) middle tiers. See Appendix E for Teacher Performance/Student Growth Chart & SLO Template.

Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. In addition, teacher provided evidence will be utilized. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for

in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement (or per law if percent changes). Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Proficient, Developing or Ineffective. (See Appendix E).

Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the current school year (or the previous year for VA until assessment results are available the same year as the assessments are given), are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.

Evaluation Instrument: The process and forms used by the teacher's evaluator. The forms are located in Appendix E.

Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher team, in collaboration with the building administrator, sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.

Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the Board to electronically report to ODE aggregate final, summative teacher evaluation ratings. The Board shall annually report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Teacher(s) of Record:

a. Is/are responsible for assigning the grade to the student;

b. Is/are required to have the proper credentials to teach the particular subject for which he/she has been designated "Teacher(s) of Record(s)", and

c. Is/are responsible for a least 50% of a student's instructional time with a given subject or course.

   (1) Minimum of 51% co-teaching;

   (2) Minimum of 31% team teacher (classroom teacher(s));

   (3) Minimum of 31% interventionist(s) (example: Title One and special education).

Shared Attribution: The practice of sharing student(s) achievement scores amongst a collaborative group of appropriately licensed educators who consistently meet, plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level.

Student Growth: The change in student achievement for an individual student between two or more points in time.

SLO Building Committees: There will be two committees formed; one for the elementary

and one for the MS/HS. The committees will meet after September 20th but before October 1st of each school year.

a. Release time provided

b. Teacher member having content related to SLO being approved is preferred

c. SLO Training provided to committee members

d. Minimum of three (3) Association team members jointly agreed upon by the association and the Board; if additional resources are needed (i.e. SIS or additional teachers), the too need to be jointly agreed upon.

e. While consensus is the goal with recommended language to improve the SLO, a majority of team members must agree to the SLO for approval.

f. If not approved, the teacher has one (1) week to resubmit the SLO to the committee.

B. Purpose

1. The purposes of teacher evaluation are:

   a. To serve as a tool to advance the professional development of teachers;

   b. To inform instruction; and

   c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and development.

2. The Board and the Association agree to establish and maintain an ongoing Teacher Evaluation Committee with continuing participation by District teachers for the express purpose of recommending necessary changes to the Board for the appropriate revision of the Evaluation Process. The committee will contain an equal number of Association members and administrators. It will have no authority to negotiate wages, hours or terms and conditions of employment.

C. Teacher Evaluation

Any person who is employed under a teacher's license or a professional or permanent teacher's certificate in accordance with law, or a permit issued under Ohio Revised Code section 3319.301 and who spends at least 50% of his/her time employed providing student instruction shall use this teacher evaluation policy. This policy does not apply to any person employed as a substitute teacher or an instructor of adult education. Teaching staff with instructional time, but is less than 50% of their scheduled day, shall utilize the teacher performance piece of the evaluation cycle, without the Student Growth component.

1. Rating categories

   Teachers will be evaluated and assigned a rating based on specific standards established by ODE's OTES:

   a. Accomplished

b. Skilled

c. Developing

d. Ineffective

2. Distribution of Evaluation Instrument

The administration shall distribute all information and work sheets regarding evaluation to the staff during the first staff meeting.

3. Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators which will be updated annually at the August Board meeting. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with section 3319.111(D) of the Ohio Revised Code; and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment. The evaluator must be employed by the District and be Board approved for evaluation purposes. **If the building administrator feels that additional support is needed to complete the evaluation cycles for all teachers or the teacher has an accomplished summative rating the previous year, then the Administration may provide an alternative evaluator list at the beginning of the school year from which the teacher may select an alternative evaluator.** In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. No bargaining unit member shall evaluate another member.

4. Evaluation Instrument

The evaluation instrument shall be the process and forms used by the teacher's evaluator as set forth in the collective bargaining agreement. The forms are located in Appendix E.

5. Timeline

The following timeline will be utilized during the yearly evaluation cycle.

a. Teachers on an Improvement Plan must meet with their TAP Committee, if applicable, within the first fourteen (14) days of the start of school (student days).

b. September 20th – Deadline to submit Professional Growth Plan (formerly Goals) or Improvement Plan to evaluator for approval (self-assessment summary tool must be completed by teachers rated "Ineffective" or "Developing"). In addition, SLO must be submitted to the building committee by September 20th.

c. Each observation (first evaluation cycle) completed by January 31st includes:

i. Pre-conference (bring self-assessment tool if required)

The pre-conference may be waived by the evaluator and teacher for the second

observation cycle by mutual agreement.

ii. Classroom walkthroughs

iii. Observation

iv. Post conference to be scheduled within five (5) school days

d. Evaluations will be completed by May 1st and the teacher will be provided a written report of the results of his/her evaluation by May 10th.

e. One-week notice will be given to schedule an observation, or less if mutually agreed upon. If extenuating circumstances arise, either the evaluator or the teacher may request one reschedule date.

6. Goals

One (1) personal professional goal and one (1) student learning goal shall be established (by the teacher) by September 20th and Professional Growth Plan Form will be submitted to building principal and evaluator (if not principal) for approval. If teacher has above SGM, the teacher establishes the plan; if at SGM the plan is done collaboratively between teacher and evaluator; if below SGM an improvement plan is created by the evaluator and no Professional Growth Plan is utilized.

a. Student Achievement – Goal shall reflect individual needs of teacher and area of refinement as identified in previous evaluation.

b. Teacher performance goal based on standards – Goal should include evidence indicators and/or how the goals will be evaluated.

c. Evaluators shall recognize that goal may not be attainable; however, growth should be evident.

7. Principal Assistance

The principal shall help any teacher develop appropriate goals who is experiencing difficulties in establishing approved goal by October 15th.

a. The evaluator will provide the teacher with his/her suggestion of appropriate goals.

b. The teacher will provide the evaluator with his/her suggestion of appropriate goal.

c. If no consensus is reached between the teacher and the evaluator by October 31, both sets of suggested goals will be submitted to the Superintendent who will in discussion with both the teacher and principal, establish the teacher's goal for the year.

d. Teachers with a below SGM must follow the Improvement Plan established by the evaluator rather than a Professional Growth Plan.

8. Formal Observations, Walk Throughs and Informal Observations

a. All teachers shall have a minimum of two (2) formal classroom observations per school year.

b. The following teachers shall have a minimum of (1) formal classroom observation every other year:

   i. Teachers with an Accomplished summative rating on their evaluation shall be conducted once every two years. Teachers have the option to request an evaluation on the "off" year or may choose to complete research or do a project which is mutually agreed upon between the evaluator and the teacher, which must demonstrate the teacher's continued growth and practice at the Accomplished level. Not applicable to teachers on a one-year contract.

c. Teachers with Ineffective ratings will have three (3) formal observations.

d. Each formal observation is to be at least thirty (30) minutes duration in the classroom.

e. Within five (5) school days following the formal observation, the staff member and the evaluator shall have a post conference to discuss the evaluation rubric which is based on formal observations, walkthroughs and informal observations.

f. All evaluations are to be signed by the staff member and evaluator, with each receiving a written copy. Signature represents completion of evaluation rubric, not necessarily agreement.

g. Reinforcement and refinement statements shall be in writing.

h. The teacher will have the right to attach an explanation or other appropriate material to his/her evaluation.

i. There shall be no formal observations on the day before or after a holiday vacation or the day of a holiday party.

j. All teachers shall be observed throughout the year on an informal basis and these shall be included with the formal evaluation.

k. The technology coordinator will answer to and will be evaluated by the Superintendent.

l. Teachers deemed to need assistance as defined by below expected student growth or Ineffective Teacher Evaluation rating, would be placed on an Improvement Plan.

9. Walkthroughs

a. A walkthrough is a formative written assessment piece. The form to be used by the evaluator is found in Appendix E.

b. The walkthrough shall be at least five (5) consecutive minutes, but not more than fifteen (15) minutes in duration.

c. No more than two (2) walkthroughs, **with a minimum of one (1),** shall be included

in each observation cycle. A teacher may request additional walkthroughs.

d. Final debriefing data gathered from the walkthrough must be placed on the form designated in Appendix E.

e. The teacher shall be provided a copy of the walkthrough form including all scripted and anecdotal documents relative to the walkthrough within two (2) days.

10. Professional Growth and Improvement Plans

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. Teachers who meet Above-Expected levels of student growth must develop a professional growth plan and choose their credentialed evaluator for the evaluation cycle from the Board adopted list. The professional growth plan shall include the components from the approved, attached form.

Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board adopted list. The teacher will have input on the selection of a credentialed evaluator. The professional growth plan shall include the components from the approved, attached form. Any standard identified as ineffective from the previous year's evaluation must be addressed in the plan.

Teachers who have Below-Expected levels of student growth must comply with an improvement plan developed by a credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board adopted list. The improvement plan shall include the components from the approved, attached form.

11. Self-Assessment Summary Tool

This form is required **for teachers rated "Ineffective" or "Developing."** It is a good tool to support goal decisions. If the teacher and evaluator do not reach a consensus for the goals, this tool will be referenced. This tool is found in Appendix E.

12. Professional Development

It is recognized that the purpose of professional development is to accelerate the continued teacher growth and provide support to poorly performing teachers.

Allocations of financial resources are available to support professional development, see language for professional meetings.

In addition, OTES training will be offered to all interested staff within the first two (2) weeks of school. All newly hired staff are required to attend.

13. Student Growth Measures

Student Growth Measure is student academic growth measured through multiple measures:

a. Must include VA scores if available (based on % of teaching schedule with VA tested areas) per law.

b. May include ODE approved vendor assessments with district approval.

c. LEA Measures – local measures of student growth using state-designed criteria/guidance or in rare cases locally designed criteria with administrative approval; this includes Student Learning Objectives.

d. Exclude students as per law.

e. If VA measures are less than per law percentage an LEA measure must be utilized in addition (only SLOs).

f. There can be a combination of vendor assessments and LEA measures.

g. There may be just LEA measures used (specific number of measures identified by ODE).

h. SGM data must be submitted to the evaluator by 4/30.

Districts must decide a percent based on teacher schedule; however, ELA and Math SLOs are priority for staff teaching those areas. Examples of these will be listed. The Board of Education is required to annually report to ODE the number of teachers evaluated and the number assigned each rating aggregated by teacher preparation programs from which an in which the teachers graduated.

14. Intervention Plan

The North Baltimore Teacher Assistance Program (TAP) is designed to bring direct, focused help to teachers experiencing issues in the classroom or in the professional non-instructional areas. These areas would include but are not limited to an Ineffective Teacher Effectiveness Rating or Below Student Growth Measure. It offers straightforward, specific procedures for dealing with classroom teaching issues. The procedures protect students from unsatisfactory teacher performance and teachers from arbitrary action on the part of the school board or administration.

The purpose of this program is to assist teachers in making significant improvements in their performance or student growth. In no way will it be construed that the TAP will supplant state law procedures for the dismissal of tenured teachers. A step-by-step description of this program is presented below.

a. Entrance into TAP based on the following:

After one (1) Ineffective summative evaluation rating or Below Student Growth Measure the teacher has the option to participate in TAP. After a second ineffective summative rating or second year of Below Student Growth Measure; the teacher is required to participate.

Evaluation by another administrator for the next evaluation cycle may be requested before consultation with building administrator, if satisfactory evaluation no further referral.

b. Placement into the TAP will be made by the evaluator at the time the ineffective rating is issued.

c. Development of the TAP plan – TAP committee will develop the TAP Plan. It is

understood that the TAP Plan is intended to be in addition to and does not supplant the Improvement Plan referred to elsewhere in this agreement.

1) TAP Committee (meet within fourteen (14) working days of the beginning of the school year)

    I. Two (2) teachers appointed by the Association that preferably have Resident Educator Program training.

    ii. Association officer (in consultation)

    iii. Teacher that is referred

    iv. Building Administrator, optional

2) Referred teacher will have the opportunity to provide input to the committee and/or to make any formal statement.

3) Components of TAP

    I. Specific areas needing refinement

    ii. Specific suggestions/strategies for refinement

    iii. Specific plan of action and sources of evidence

    iv. Specific professional development opportunities

    v. As appropriate, provisions for informal classroom walkthroughs and discussions by appropriate personnel from the TAP committee

    vi. Non-exclusive resources available for TAP

        - Visit to other classes/schools

        - Teaching colleague

        - University professor

        - Professional literature/media

        - Professional workshops/seminars/course work

        - School Improvement Specialist, Special Education Supervisor, or other qualified personnel as determined by the TAP committee.

        - Meeting time – during school day or otherwise timesheets at tutor rate for committee members

    vii. Provisions for progress conferences

    viii. Provisions for progress conferences as conducted by the administration,

with a recorder from TAP to record information.

ix. A timeline of implementation (i.e. within 14 school days the teacher will have to implement the TAP plan and an additional evaluation will be completed by administrator). Specific meeting dates for the committee will be established.

x. The TAP Plan shall be written and signed by the teacher and TAP committee members and the teacher's evaluator. Copies shall be sent to the teacher, principal, and Superintendent. If Teacher and Principal don't agree, goes to the Superintendent.

xi. A summary committee report, including signatures of committee members and signature of acknowledgement by the referred teacher, will be given to the referred teacher.

xii. Copies of the summary committee report will be sent to the teacher, principal, and the evaluator.

xiii. Teachers involved in the Mentor Program will not be placed in the TAP program. These teachers will continue with the Resident Educator Program. When appropriate the building administrator will become a member of the Resident Educator Program team if previous year's rating is ineffective. After two (2) ineffective evaluations a Notice of Non-renewal may be given. These notices must be received no later than June 1st.

xiv. Any written reports produced by TAP committee members are confidential

d. Continuation or Discontinuation of TAP plan

1) Options

If the issues have been corrected and an evaluating rating of Developing or higher is achieved, then the teacher should be removed from the program.

15. Due Process

a. Teachers who disagree with the rating performance after the first observation shall have the right to choose a different evaluator from the board adopted list. In addition, if the teacher feels the final summative rating is unfair, the teacher shall have the right to choose a different evaluator from the board adopted list for the next evaluation cycle.

b. A teacher shall be entitled to union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

c. Teachers and principals should confer throughout the year to discuss problems.

16. Personnel Action Requirements

a. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any

teacher until three years of data have been collected and three evaluation cycles have been completed. (Does not apply to teachers hired in the first three years of employment in the district)

b. Comparable Evaluations shall be based on three (3) years of consecutive data under either current or former language until the 2015-16 school years.

17. Additional Provisions

If HB 153 or O.R.C. Section 3319.17 is repealed, the evaluation system procedure set forth in 2010-2012 shall apply to the extent permitted by law. Both sides agree to meet to discuss and negotiate any changes to the evaluation system process required by the law while still meeting RttT requirements.

XV
DISCIPLINE AND DUE PROCESS

A. Just Cause Discipline

Discipline shall be imposed on employees only for just cause. Discipline may include oral or written reprimand, suspension, disciplinary reduction and termination.

Disciplinary action against an employee shall be imposed only for violation of written rules and regulations as set forth by the Board of Education and Administration for incompetency, inefficiency, dishonesty, drunkenness, and immoral conduct, and insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance.

An oral or written reprimand may be imposed following a conference. An employee may be accompanied to any such conference by a representative of his/her choice. A written disposition of each oral reprimand will be maintained in the employee's personnel file. This written disposition will contain the following: The employee's name, date of reprimand, and the topic/issue of the reprimand along with a brief summary. A copy of each oral reprimand will be removed from the employee's personnel file after five years as stated in Section D of this Article.

B. Procedure

Before an employee may be suspended without pay, terminated, or transferred or reduced for disciplinary reasons, the following procedure shall be followed:

1. **Preliminary Hearing**

The employee shall have the right to a preliminary hearing to be conducted by the Superintendent or his/her designee. This preliminary hearing shall be informal and shall not be an evidential hearing. The employee may be accompanied at the hearing by a representative of his/her choice. The employee shall have not less than two (2) days notice of the time and place of the preliminary hearing. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver of his/her right to such hearing.

2. **Disclosure of Charges**

At the preliminary hearing, the employee shall be advised by the Superintendent or his/her designee of the nature of the charges against him/her and shall be given the opportunity to respond by way of explanation or defense.

3. **Superintendent Action - Notification**

Following this hearing, the Superintendent or his/her designee may conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such recommendation as he/she deems appropriate. The employee shall be notified in writing of any action taken.

4. **Suspension/Termination**

In any case wherein the Superintendent or his/her designee imposes, following the preliminary hearing, a suspension of more than three (3) working days, or termination, the Superintendent or his/her designee shall furnish such employee with a copy of the order of suspension or termination, which order shall state the reasons thereof.

5. **Board Level Meeting - Notice**

If the Superintendent or his/her designee recommends a suspension of more than three (3) working days, a disciplinary reduction or termination, such recommendation shall be presented to the Board of Education at its next regularly scheduled meeting or at a special meeting called for such purpose. The employee shall be given notice of the date, time and place of such board meeting. The employee shall have the right to a hearing before the Board, which shall be an evidential hearing; both parties may call witnesses who will be examined under oath and may be cross-examined, an audio or stenographic record of the proceedings will be made by the Board. The decision of the Board shall be in writing and shall be served on the employee.

6. **Appeal of Board Decision**

The decision of the Board may be appealed through the grievance procedure.

7. **Notification**

Any notice, copies of order or recommendations required by this article to be served upon an employee shall be served in person; provided however, in the event the employee is on any type of leave or is absent without leave when service is attempted then such service shall be by ordinary mail sent to the employee's last address as shown on the Board records. In that event, service is deemed complete 72 hours after mailing.

C. Employee Rights

At such hearing, an employee is entitled, or his/her Association representative is entitled, to examine and cross-examine witnesses. Any discipline which results from such a hearing shall be in writing with the specific findings and reasons for discipline stated specifically therein.

D. Removal of Discipline from Personnel File

In the event discipline is imposed which appears in an employee's written personnel file, the following procedures shall be followed:

1. If an employee works five (5) school years after receiving a reprimand without additional discipline noted in his/her personnel file, such reprimand will be removed from the file.

XVI
PROFESSIONAL MEETINGS

A. Classroom Teachers

A Professional Meeting Request Form must be submitted in advance. Each teacher from each subject area in the elementary school, middle school or in the high school shall have the privilege to attend one clinic or professional meeting per school year on recommendation of the superintendent and the approval of the Board of Education. The school year is from July 1 to June 30. The meeting should be considered to be worthwhile and pertain to the subject area taught. The information gained from the meeting should be relayed to the members of the department in verbal or written form. The cost shall be reimbursed for meals and accommodations only, by the Board, not to exceed One Hundred Twenty Dollars ($120) per day. If room taxes are charged and paid for by the employee, they will be reimbursed by the Board of Education and not come out of the One Hundred Twenty Dollars ($120) per day allotment. This does not include transportation and registration.

B. Extra-curricular Activity

The head of the department of an extra-curricular activity (drama, newspaper, student council, etc.) shall have the privilege to attend one workshop or meeting per year on recommendation of the Superintendent and approval of the Board of Education. The school year is from July 1 to June 30.

C. Coaches

The head coach and varsity assistant coach of each sport or their designee shall have the privilege to attend one clinic per year as a professional day on recommendation of the Superintendent and approval of the Board of Education.

The head coach in his/her sport shall have the privilege to attend the play-off in his/her respective sport on recommendation of the Superintendent and approval of the Board of Education.

The information gained from the clinic should be related to the other members of the department. In the case of assistant coaches, a personal day may be used for the above. The cost shall be paid through the athletic co-curricular fund.

D. Daily Rate

Any staff member required to attend any seminar/meeting, etc. outside the contractual 184 days, will be paid a daily rate based on the teachers' salary schedule at BA Step 0 divided by 184. The conditions of the Contract pursuant to Professional Meetings and Travel Compensation shall be adhered to regarding the above.

XVII
PREPARATION PERIODS

A. Workload Balance

Teacher loads within the secondary, middle and elementary school staff shall be balanced insofar as possible within the academic areas while assigning staff members within their areas of certification. Study hall and extra duty assignments will also be used to affect this balance of teacher loads.

B. Planning Time - Middle and High School

All bargaining unit members assigned to the middle school and high school levels shall be provided at least the equivalent of five (5) class periods per week to be used as planning-conference time during the student day.

Every effort will be made to insure a balance of planning time among the teachers at the secondary level with the exception that an attempt will be made to provide one extra conference (planning) period for those teachers who have, through the master schedule, been assigned four or more separate and distinct preparations. (This consideration will be on a semester basis with the benefit being considered for each semester that the teaching load includes four separate and distinct preparations.)

C. Additional Load Balance

Planning and conference period assignments will then be balanced among the remainder of the staff insofar as possible using local seniority as a guideline when more than one person within the staff might benefit by the assignment of an additional planning or conference period.

(This policy is not intended to provide a condition which would preclude any teacher from study hall assignment if a balance in student and teaching loads may be accomplished through such assignment.)

D. Limitations to Workload Balance

The following considerations will also be included in determining teacher assignments for such planning and conference periods:

1. No additional staff will be hired to provide such a benefit.

2. Courses will not be dropped to provide such a benefit.

3. Where the schedule dictates such assignments (study hall, extra duty, etc.) and more than one teacher, because of scheduling, might benefit from the procedure outlined above, local seniority will be used in making such assignments.

E. Elementary Planning Time

Each elementary certified/licensed staff member shall be guaranteed a minimum of two

hundred (200) minutes per week of planning time during the student day. The aforementioned two hundred (200) minutes will be distributed as evenly as possible and every certified/licensed staff member will have at least one preparation period consisting of a minimum of thirty (30) consecutive minutes of conference/planning time during every work day. Providing this conference period for each staff member shall not be cause to extend the elementary certificated/licensed staff member's work day.

XVIII
SUBSTITUTES

A. Hiring Substitutes

Every administrative effort will be made to hire a substitute.

B. Pay for Substituting - Secondary

Any secondary teacher who teaches a class during their assigned conference or planning period shall be compensated at the rate of $20.00/class.

C. Pay for Substituting - Elementary

Any elementary teacher who teaches a class during their assigned conference or planning or during the time a specialist (Art, Music, P.E.) would have had the class he/she normally teaches due to the absence of the specialist, shall be compensated at the rate of $20.00/class.

XIX
TEACHING STAFF SALARIES - SCHOOL CONTRACT YEAR

A. Schedule Placement

September 15th will be the deadline for transcript submission to the treasurer for placement on the current salary schedule for that year. Once a teacher has been placed on the salary schedule according to official transcript hours and years of teaching experience, there will be no leftward movement.

B. Salary Notice

Annual salary notices shall not be provided to the employees.

C. Pay Periods

Salaries will be paid twice a month (on the 15th and last day of each month) of the contract year (24 pay periods) September through August. In the event the 15th or last day falls on a Saturday, Sunday or Holiday, payroll would be available on the previous Friday.

All pay on an hourly rate will be rounded to the quarter hour according to accepted practices. Therefore, time sheets should be turned in by the employee with rounding to the quarter hour completed.

A member who is leaving the school district at the end of the school year due to resignation, non-renewal, retirement, or staff reduction shall continue to receive his/her pay according to the twenty-four (24) installment plan with continuation of all fringe benefits through August 31st.

All certified employees of the North Baltimore Schools shall enroll in a direct deposit payroll program.

D. Non-Routine Time Pay

Providing all paperwork is completed, approved and received by the Treasurer prior to processing; non-routine time will be paid as follows:

1. Staff working the 1st through the 15th will be paid on the last day of the month.

2. Staff working the 16th through the last day of the month will be paid on the 15th of the month.

E. Supplemental Duty Payroll Procedures

1) Type 1

Type I supplemental contracts held by regular contract employees will be paid through regular payroll procedures.

Non-regular contract employees will receive a one-time payment upon completion of duties with verification from the authorizing individual (i.e., principal or athletic director).

2) Type II

Upon completion of Type II supplemental activities, the advisor must write a letter identifying duties completed. This letter is to be signed by the principal and submitted to the treasurer for payment at the end of the current school year. All Type 2 supplementals will be paid in a separate pay on or before June 30 of each year of the contract. All Type 2 supplementals will receive a 1% (one percent) increase on BA+0 for the 2016 – 2017 year only.

F. Salary Schedule

Any previous freeze shall not be restored.

The base salary multiplier shall be increased two and one half percent (2.5%) for the 2016-2017 school year, two and one fourth percent (2.25%) for the 2017-2018 school year and two and one fourth (2.25%) for the 2018-2019 school year. The Board will notify the Association no later than December 1, 2017, if it determines it does not have adequate funding to fund the final year of this contract as verified by an Ohio Department of Education financial analysis. If the Board determines to nullify the final year of this contract, the contract will expire June 30, 2018 at midnight.

The salary index shall remain the same as in the prior Agreement.

North Baltimore Education Association
2016-17

Base Salary Multiplier $30,577 2.50% Increase

Step	BA	Masters	MA+10	MA+20	MA+30
0	31,739	33,482	34,858	36,081	37,915
	1.03800	1.09500	1.14000	1.18000	1.24000
1	33,115	34,950	36,540	37,915	39,903
	1.08300	1.14300	1.19500	1.24000	1.30500
2	34,491	36,417	38,221	39,750	41,890
	1.12800	1.19100	1.25000	1.30000	1.37000
3	35,867	37,885	39,903	41,585	43,878
	1.17300	1.23900	1.30500	1.36000	1.43500
4	37,243	39,353	41,585	43,419	45,866
	1.21800	1.28700	1.36000	1.42000	1.50000
5	38,619	40,820	43,266	45,254	47,853
	1.26300	1.33500	1.41500	1.48000	1.56500
6	39,995	42,288	44,948	47,089	49,841
	1.30800	1.38300	1.47000	1.54000	1.63000
7	41,371	43,756	46,630	48,923	51,828
	1.35300	1.43100	1.52500	1.60000	1.69500
8	42,747	45,223	48,312	50,758	53,816
	1.39800	1.47900	1.58000	1.66000	1.76000
9	44,123	46,691	49,993	52,592	55,803
	1.44300	1.52700	1.63500	1.72000	1.82500
10	45,499	48,159	51,675	54,427	57,791
	1.48800	1.57500	1.69000	1.78000	1.89000
11	46,875	49,626	53,357	56,262	59,778
	1.53300	1.62300	1.74500	1.84000	1.95500
12	48,251	51,094	55,039	58,096	61,766
	1.57800	1.67100	1.80000	1.90000	2.02000
13	49,626	52,562	56,720	59,931	63,753
	1.62300	1.71900	1.85500	1.96000	2.08500
14	51,002	54,030	58,402	61,766	65,741
	1.66800	1.76700	1.91000	2.02000	2.15000
15	52,378	55,497	60,084	63,600	67,728
	1.71300	1.81500	1.96500	2.08000	2.21500
17	53,754	56,965	61,766	65,435	69,716
	1.75800	1.86300	2.02000	2.14000	2.28000
19	55,130	58,433	63,447	67,269	71,703
	1.80300	1.91100	2.07500	2.20000	2.34500
21	56,506	59,900	65,129	69,104	73,691
	1.84800	1.95900	2.13000	2.26000	2.41000
23	57,882	61,368	66,811	70,939	75,678
	1.89300	2.00700	2.18500	2.32000	2.47500
25	59,258	62,836	68,492	72,773	77,666
	1.93800	2.05500	2.24000	2.38000	2.54000
27	60,634	64,303	70,174	74,608	79,653
	1.98300	2.10300	2.29500	2.44000	2.60500

North Baltimore Education Association
2017-18

Base Salary Multiplier $31,265 2.25% Increase

Step	BA	Masters	MA+10	MA+20	MA+30
0	32,453	34,235	35,642	36,893	38,769
	1.03800	1.09500	1.14000	1.18000	1.24000
1	33,860	35,736	37,362	38,769	40,801
	1.08300	1.14300	1.19500	1.24000	1.30500
2	35,267	37,237	39,081	40,645	42,833
	1.12800	1.19100	1.25000	1.30000	1.37000
3	36,674	38,737	40,801	42,520	44,865
	1.17300	1.23900	1.30500	1.36000	1.43500
4	38,081	40,238	42,520	44,396	46,898
	1.21800	1.28700	1.36000	1.42000	1.50000
5	39,488	41,739	44,240	46,272	48,930
	1.26300	1.33500	1.41500	1.48000	1.56500
6	40,895	43,239	45,960	48,148	50,962
	1.30800	1.38300	1.47000	1.54000	1.63000
7	42,302	44,740	47,679	50,024	52,994
	1.35300	1.43100	1.52500	1.60000	1.69500
8	43,708	46,241	49,399	51,900	55,026
	1.39800	1.47900	1.58000	1.66000	1.76000
9	45,115	47,742	51,118	53,776	57,059
	1.44300	1.52700	1.63500	1.72000	1.82500
10	46,522	49,242	52,838	55,652	59,091
	1.48800	1.57500	1.69000	1.78000	1.89000
11	47,929	50,743	54,557	57,528	61,123
	1.53300	1.62300	1.74500	1.84000	1.95500
12	49,336	52,244	56,277	59,404	63,155
	1.57800	1.67100	1.80000	1.90000	2.02000
13	50,743	53,745	57,997	61,279	65,188
	1.62300	1.71900	1.85500	1.96000	2.08500
14	52,150	55,245	59,716	63,155	67,220
	1.66800	1.76700	1.91000	2.02000	2.15000
15	53,557	56,746	61,436	65,031	69,252
	1.71300	1.81500	1.96500	2.08000	2.21500
17	54,964	58,247	63,155	66,907	71,284
	1.75800	1.86300	2.02000	2.14000	2.28000
19	56,371	59,747	64,875	68,783	73,316
	1.80300	1.91100	2.07500	2.20000	2.34500
21	57,778	61,248	66,594	70,659	75,349
	1.84800	1.95900	2.13000	2.26000	2.41000
23	59,185	62,749	68,314	72,535	77,381
	1.89300	2.00700	2.18500	2.32000	2.47500
25	60,592	64,250	70,034	74,411	79,413
	1.93800	2.05500	2.24000	2.38000	2.54000
27	61,998	65,750	71,753	76,287	81,445
	1.98300	2.10300	2.29500	2.44000	2.60500

North Baltimore Education Association
2018-19

NOTE: See Article 19, F

Base Salary Multiplier $31,968 2.25% Increase

Step	BA	Masters	MA+10	MA+20	MA+30
0	33,183	35,005	36,444	37,722	39,640
	1.03800	1.09500	1.14000	1.18000	1.24000
1	34,621	36,539	38,202	39,640	41,718
	1.08300	1.14300	1.19500	1.24000	1.30500
2	36,060	38,074	39,960	41,558	43,796
	1.12800	1.19100	1.25000	1.30000	1.37000
3	37,498	39,608	41,718	43,476	45,874
	1.17300	1.23900	1.30500	1.36000	1.43500
4	38,937	41,143	43,476	45,395	47,952
	1.21800	1.28700	1.36000	1.42000	1.50000
5	40,376	42,677	45,235	47,313	50,030
	1.26300	1.33500	1.41500	1.48000	1.56500
6	41,814	44,212	46,993	49,231	52,108
	1.30800	1.38300	1.47000	1.54000	1.63000
7	43,253	45,746	48,751	51,149	54,186
	1.35300	1.43100	1.52500	1.60000	1.69500
8	44,691	47,281	50,509	53,067	56,264
	1.39800	1.47900	1.58000	1.66000	1.76000
9	46,130	48,815	52,268	54,985	58,342
	1.44300	1.52700	1.63500	1.72000	1.82500
10	47,568	50,350	54,026	56,903	60,420
	1.48800	1.57500	1.69000	1.78000	1.89000
11	49,007	51,884	55,784	58,821	62,497
	1.53300	1.62300	1.74500	1.84000	1.95500
12	50,446	53,419	57,542	60,739	64,575
	1.57800	1.67100	1.80000	1.90000	2.02000
13	51,884	54,953	59,301	62,657	66,653
	1.62300	1.71900	1.85500	1.96000	2.08500
14	53,323	56,487	61,059	64,575	68,731
	1.66800	1.76700	1.91000	2.02000	2.15000
15	54,761	58,022	62,817	66,493	70,809
	1.71300	1.81500	1.96500	2.08000	2.21500
17	56,200	59,556	64,575	68,412	72,887
	1.75800	1.86300	2.02000	2.14000	2.28000
19	57,638	61,091	66,334	70,330	74,965
	1.80300	1.91100	2.07500	2.20000	2.34500
21	59,077	62,625	68,092	72,248	77,043
	1.84800	1.95900	2.13000	2.26000	2.41000
23	60,515	64,160	69,850	74,166	79,121
	1.89300	2.00700	2.18500	2.32000	2.47500
25	61,954	65,694	71,608	76,084	81,199
	1.93800	2.05500	2.24000	2.38000	2.54000
27	63,393	67,229	73,367	78,002	83,277
	1.98300	2.10300	2.29500	2.44000	2.60500

North Baltimore Education Association

Salary Index (Base Multiplier Equals 1.000)

Experience	Bachelors	Masters	MA+10	MA+20	MA+30
0	1.0380	1.0950	1.1400	1.1800	1.2400
1	1.0830	1.1430	1.1950	1.2400	1.3050
2	1.1280	1.1910	1.2500	1.3000	1.3700
3	1.1730	1.2390	1.3050	1.3600	1.4350
4	1.2180	1.2870	1.3600	1.4200	1.5000
5	1.2630	1.3350	1.4150	1.4800	1.5650
6	1.3080	1.3830	1.4700	1.5400	1.6300
7	1.3530	1.4310	1.5250	1.6000	1.6950
8	1.3980	1.4790	1.5800	1.6600	1.7600
9	1.4430	1.5270	1.6350	1.7200	1.8250
10	1.4880	1.5750	1.6900	1.7800	1.8900
11	1.5330	1.6230	1.7450	1.8400	1.9550
12	1.5780	1.6710	1.8000	1.9000	2.0200
13	1.6230	1.7190	1.8550	1.9600	2.0850
14	1.6680	1.7670	1.9100	2.0200	2.1500
15	1.7130	1.8150	1.9650	2.0800	2.2150
17	1.7580	1.8630	2.0200	2.1400	2.2800
19	1.8030	1.9110	2.0750	2.2000	2.3450
21	1.8480	1.9590	2.1300	2.2600	2.4100
23	1.8930	2.0070	2.1850	2.3200	2.4750
25	1.9380	2.0550	2.2400	2.3800	2.5400
27	1.9830	2.1030	2.2950	2.4400	2.6050

4. SUPPLEMENTAL SALARY SCHEDULE

All stated percentages will be calculated to the established BA+0 in effect each January 31 of the contract year.

TYPE I	STEP I	STEP II	STEP III	STEP IV	STEP V
Assistant Athletic Director	13.5	14.	14.5	15	15.5
Athletic Director	45.5	46.0	46.5	47.0	47.5
Athletic Equipment Manager	8.	8.5	9.	9.5	10.
Head Varsity Football Coach	13.	13.5	14.	14.5	15
Head Varsity Basketball Boys Coach	13.	13.5	14.	14.5	15
Head Varsity Basketball Girls Coach	13.	13.5	14.	14.5	15
Summer Program Supervisor	5.	5.5	6.	6.5	7.
Band Director	12.	12.5	13.	13.5	14
Marching Band Auxiliary Group Advisor	2.5	3.	3.5	4.	4.5
Jazz Band	9.	9.5	10.	10.5	11.
Pep Band	6.	6.5	7.	7.5	8.
Show Choir	9.	9.5	10.	10.5	11.
Head Varsity Wrestling Coach	10.	10.5	11.	11.5	12
Head Varsity Volleyball Coach	10.	10.5	11.	11.5	12
Head Varsity Baseball Coach	10.	10.5	11.	11.5	12
Head Varsity Softball Coach	10.	10.5	11.	11.5	12
Head Varsity Track Boys Coach	10.	10.5	11.	11.5	12
Head Varsity Track Girls Coach	10.	10.5	11.	11.5	12
Weight Room Supervisor	10.	10.5	11.	11.5	12
Summer Weight Room Supervisor	5.	5.5	5.5	6.	6.
High School Assistant Football Coach	8.	8.5	9.	9.5	10
High School Assistant Basketball Boys Coach	8.	8.5	9.	9.5	10
High School Assistant Basketball Girls Coach	8.	8.5	9.	9.5	10
Head Golf Coach	6.5	7.	7.5	8.	8.5
Yearbook	6.5	7.	7.5	8.	8.5
Freshman Basketball Girls Coach	6.5	7.	7.5	8.	8.5
Freshman Basketball Boys Coach	6.5	7.	7.5	8.	8.5
Head Cross Country Coach	6.5	7.	7.5	8.	8.5
Middle School Basketball Boys Coach (2)	5.5	6.	6.5	7.	7.5
Middle School Basketball Girls Coach (2)	5.5	6.	6.5	7.	7.5
Middle School Football Coach (2)	5.5	6.	6.5	7.	7.5
Middle School Track Boys Coach (1)	5.5	6.	6.5	7.	7.5
Middle School Track Girls Coach (1)	5.5	6.	6.5	7.	7.5
Middle School Volleyball Coach (2)	5.5	6.	6.5	7.	7.5
Middle School Wrestling Coach (1)	5.5	6.	6.5	7.	7.5
Assistant Golf Coach	4.	4.5	5.	5.5	6.
Assistant Volleyball Coach	6.	6.5	7.	7.5	8
Assistant Track Girls Coach	6.	6.5	7.	7.5	8
Assistant Track Boys Coach	6.	6.5	7.	7.5	8
Assistant Cross Country Coach	4.0	4.5	5.	5.5	6.
Assistant Baseball Coach	6.	6.5	7.	7.5	8
Assistant Girls Softball Coach	6.	6.5	7.	7.5	8
Drama Director	5.	5.5	6.	6.5	7
Choral Music	9.	9.5	10.	10.5	11

Varsity/J.V. Cheerleader Advisor	6.	6.5	7.	7.5	8
7th & 8th Cheerleader Advisor	4.5	5.	5.5	6.	6.5

Jazz Band will be filled when there is sufficient student participation and instrumentation as decided mutually by the high school principal/designee and the jazz band director.

Pep Band will be filled when there is a sufficient student participation and instrumentation as decided mutually by the high school principal/designee and the band director. The number of games at which the pep band will perform will also be mutually decided by the high school principal/designee and band director.

Assistant Golf will be filled when 10 or more students participate in the sport.

Assistant Cross Country will be filled when there are a sufficient number of student participants to field a junior high and varsity team.

Summer School Teacher – twenty dollars ($20)

Response to Intervention (RTI) – twenty dollars ($20)

1. With a 1 hour maximum per meeting for the referring teachers at Powell.
2. With a 1-1/2 hour maximum per meeting for the standing members.
3. With a 1 hour maximum per meeting for the referring or participating teachers at Main.

Tutor rate is Twenty Dollars ($20.00) per hour outside the teacher day.

Detention rate is $15.00 per session or $15.00 per hour on Saturdays.

Covering a class is twenty dollars ($20) per class.

LPDC rate is twenty dollars ($20) per hour or release time from teaching duties (see Article III, Section D. 4) (Required Position)

TYPE II

Class Sponsor			
	Class 6-7-8	1 each	1.50
	Grade 9	1 each	1.75
	Grade 10	1 each	**4**.00
	Grade 11	2 each	6.00
	Grade 12	2 each	3.50
Clubs			
	Safety Patrol	2 (1 at Powell and 1 at High School)	3.00
	Student Council		2.00
	National Honor Society		2.00
	Outdoor Education		2.00
	Outdoor Education Coordinator		3.00
	Quiz Bowl		2.00
	International Club		1.75
	F.B.L.A.		1.75
	F.H.A.		1.75
	Varsity Club		1.75
	Art Club (2) Elem & MS/HS		1.75
	Newspaper		1.75
	S.A.E./ Paws for a Cause		1.75
	Middle School Student Council		2.00
	Middle School Newspaper		1.50
	Intramural 5-6 Grade Basketball		
	Director Boys		1.50
	Director Girls		1 50
	Elementary Student Council		2.00
Team Leaders	Team Leaders at Main		6.00
	Team Leaders at Powell		6.00
	(Number to be determined by Principal's advisory committee and LPDC)		
	Community Education Director		6.50% plus $1.00 per student enrolled in classes other than Saturday Surprise

A. All Supplemental contracts will be employed upon the recommendation of the Superintendent to the Board of Education.

B. Not all listed positions may be filled in any given year depending on student interest and demand.

C. Supplemental positions not specifically listed may be created and placed on schedule at discretion of Superintendent and/or Board of Education.

D. When one employee takes a supplemental that is on the scale for two positions, the single employee will be paid at two (2) times the listed stipend.

E. The outdoor education stipend will be paid for overnight trips during the school year at a recognized educational camp. The employee shall remain for the duration of the camping experience, i.e., Powell at Camp Storer.

F. Supplemental vacancies and newly created positions will be posted before the position is filled.

G. Contract Status Grid Operating Procedures

1) Casual – Employees hired for a short-term and/or irregular interval assignment

- Group C (see more definition under Article XX – Insurance)
- Funded by limited means which do not have the expectation of continuing

(with exceptions)
- 5 days per week or less depending on assignment
- Irregular hours of work (with exceptions)
- No benefits extended
- No union dues
- Time sheeted

2) One Year Only – Limited contract that is offered for a "regular" position but that position cannot be guaranteed for more than one year

- Group A or B, or sometimes C (see more definition under Article XX – Insurance)
- Funded with grants or programs which have a limited lifespan of at least one year (with exceptions)
- Five days per week (with exceptions)
- Set hours
- Benefits extended unless in C group
- Union dues
- Regular payroll if 5 days a week and regular hours – otherwise time sheeted.

3) Regular

- Group A, B, or sometimes C (see more definition under Article XX – Insurance)
- Supported by general fund with the expectation of continued funding
- Expectation of continued employment based on employee evaluations
- Five days per week (with exceptions)
- Set hours
- Benefits offered unless in C group
- Union dues
- Regular payroll if 5 days a week and regular hours – otherwise time sheeted.
- Employees hired during the school year shall be awarded a one-year contract based on job performance during their first <u>full</u> year contract.

*Exceptions: There are always various new situations arising where the Board needs to hire new employees. All of these situations can not be covered in this guide, but this is a good tool to discern most contracted situations.

XX
INSURANCE

The Board and the Association have agreed to split the cost of the premium of the medical, dental and vision insurance as follows:
(Contingent upon the provisions of Article XXIX) July 1, 2016 – June 30, 2019 the Board will pay 80.25 and Group A will pay 19.75 (With Group B remaining at 50% of Group A) (With Group C not qualifying for insurance)

All Insurances for Employees hired after July 1, 2003

If the employee's spouse has insurance available to them through their employer or any retirement plan, then they will not be offered insurance. The "birthday rule" method will be used to determine primary and secondary insurance carrier for all insurees. In the event that both spouses are employees they will be able to choose either two single policies or one family policy (two family policies will not be offered).

For All Employees

In order to qualify for insurance, an employee must be able to have the employee share of the cost as a payroll deduction; i.e., the employee share can not become a collection item for the Board of Education.

A. Medical

Effective July 1, 2016, coverage will be as shown in the booklet received by all employees.

a. To be eligible, all certified employees must sign an application form.

Group A = Employees working nine (9) months or more and 30 hours or more per week.

Group B = Employees working (9) months and 15-29 hours per week. (With Group B remaining at 50% of Group A)

Group C = Casual/temporary certified employment employees shall not be entitled to insurance benefits. The President of the Association will be notified when such a person is to be hired to discuss placement of such person in this category. (Less than 15 hours per week.) (With Group C not qualifying for insurance).

b. Group A employees will pay nineteen and three-fourths (19.75%) of the premium amount for this coverage.

B. Dental

Employees (Group A) will pay a flat Five Dollars ($5.00) per month of the monthly premium via payroll deduction.

To be eligible, all certified employees must sign an application form.

Group A = Employees working nine (9) months or more and 30 hours or more per week.

Group B = Employees working (9) months and 15-29 hours per week. (With Group B remaining at 50% of Group A)

Group C = Casual/temporary certified employment employees shall not be entitled to insurance benefits. The President of the Association will be notified when such a person is to be hired to discuss placement of such person in this category. (Less than 15 hours per week.) (With Group C not qualifying for insurance).

C. Vision

Employees (Group A) will pay a flat Five Dollars ($5.00) per month of the monthly premium via payroll deduction.

To be eligible, all certified employees must sign an application form.

Group A = Employees working nine (9) months or more and 30 hours or more per week.

Group B = Employees working (9) months and 15-29 hours per week. (With Group B remaining at 50% of Group A)

Group C = Casual/temporary certified employment employees shall not be entitled to insurance benefits. The President of the Association will be notified when such a person is to be hired to discuss placement of such person in this category. (Less than 15 hours per week.) (With Group C not qualifying for insurance)

D. Group Term Life Insurance

The Board of Education shall provide PAID-UP term life insurance for each bargaining unit member, in the amount of Forty Thousand Dollars ($40,000). The premium shall be provided by the Board.

E. Employees on Leave

Individuals on any approved unpaid leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board for full cost of such premium. Failure to pay premiums at stipulated times will terminate this benefit.

XXI
RETIREMENT/SEVERANCE PAY

As a result of the District's desire to provide an enhanced severance pay plan for the benefit of its employees, the Board shall pay to members severance pay as follows:

A. Qualification - Retirement

Upon retirement of a member of the bargaining unit, the Board of Education shall pay to such employee a sum equal to the employee's daily rate of pay at retirement, excluding supplemental salary, times twenty-five per cent (25%) of the total accumulated sick leave days (to a maximum of twenty-five per cent (25%) of 275 days). Any employee hired after September 1, 1992 shall be required to serve no less than five years in the North Baltimore Local School District to be eligible for such payment.

1. **Service Retirement -** For the purpose of Section A above, retirement shall mean disability or service retirement in the State Teachers Retirement System.

2. **Death -** Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the form attached as Appendix B, or in the absence of a beneficiary designation, severance is to be so paid then to the estate of the deceased employee.

3. **Evidence of Eligibility -** Prior to this payment, the Treasurer of the Board of Education must have evidence in his/her possession that the certificated/licensed employee is in fact in a status of retirement from the teaching profession in Ohio or is deceased. This evidence shall be an affidavit or written notification supplied by the State Teachers Retirement System of Ohio or in the event of the employee's death, a death certificate.

B. Qualification - Separation

Upon separation of service from the North Baltimore School District, a member of the bargaining unit having ten or more years of service in the North Baltimore School District shall be paid a sum equal to the employee's daily rate of pay at the date of separation, excluding supplemental salary, times twenty-five per cent (25%) of the total accumulated sick leave days (to a maximum of twenty-five per cent (25%) of two hundred and seventy-five (275) days that he/she has in public employment. No employee terminated for cause pursuant to 3319.16 and 3319.161 shall be eligible for such payment. Sick leave that has been transferred to another employer is not eligible for separation payment. Additionally, sick leave that has been paid out in severance by North Baltimore Schools and/or any other public employer is not eligible for transfer.

C. Payment Methods

Members who have made election A or B above may choose the distribution of the severance pay option that best meets their individual need. The member has the following choices for distribution of severance:

1. The Board shall make two (2) payments. The first payment will be issued on the 1st payroll in September of the year the employee retires. The second payment will occur in the following year on the 1st payroll in September.

2. All payments shall be made directly to the member. Such payment(s) shall be considered to eliminate all sick leave accrued by the employee at the time of payment.

D. Retirement Pick-Up

In accordance with Internal Revenue Code Section 414 (h) (2) and applicable IRS ruling thereunder, the Board agrees to pick-up an Employee's required contribution to the State Teacher Retirement System (STRS). The pick-up shall be a "salary reduction" pick-up of the entire amount of the Employee contribution which the Employee is required to contribute to STRS, based upon the salary provided in this contract. Thus, the cash salary that is payable to the Employee shall be reduced by the amount of the salary reduction pick-up amount; in furtherance of the foregoing, the Treasurer is hereby authorized to pay the amount of the pick-up directly to STRS as an employee contribution of the Employee; and the amount paid to STRS by the Treasurer shall not be considered as current taxable income for Federal, State and School District Income Tax for the Employee. No Employee shall have the option of receiving cash in lieu of the fringe benefit. The salary reduction pick-up amount shall be included in the contract salary of the Employee for all other purposes, including calculations of daily rate of pay, salary to be paid due to absences from employment, severance pay, life insurance or other employee benefits; and unless otherwise required by law, considered as compensation of the Employee for purposes of Ohio Revised Code Section 33107.01 (U).

This section is not to be misconstrued as pick-up or pick-up on the pick-up for salary increase purposes.

E. Employment of Retirees

1. Where a teaching vacancy exists, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

2. A Retiree shall be placed zero (0) in the appropriate training column and thereafter may advance on the schedule on the same basis as the teachers. This section shall expressly supersede Chapter §3317 of the Ohio Revised Code.

3. A Retiree shall receive a one-year or two-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree shall be through the offering of a new one-year or two-year contract recommendation of the Superintendent. The requirements of Article VIII of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §3319.11 and §3319.111. A retiree is eligible for a supplemental contract only if no other bargaining unit member is interested in such position.

4. For the purposes of Seniority and/or any reduction-in-force, a teacher retiree shall earn seniority with the District beginning with his/her employment as a retired teacher. For those former teachers employed by the District as a retiree,

a new status as a retired teacher shall be deemed to be a break in service for purposes of seniority.

There shall be no difference in the type of seniority between, a teacher retiree's seniority and regular teacher's seniority should the District effect a reduction-in-force, except that it is recognized that all teacher retirees are employed on limited teacher contracts and shall be placed on a separate seniority list by certificated/licensed area. For purposes of a RIF, continuing contract teachers shall have seniority over regular limited contract teachers and regular limited contract teachers shall have seniority over teacher retirees.

RIF'd employee's names shall be placed on a Recall List as set forth in Article VII of the Agreement and RIF'd employees shall be recalled in the reverse order of layoffs.

Teacher retirees, except rehired retired teachers of the District employed in the school year immediately succeeding his/her retirement-in-fact, shall be subject to the New Staff Orientation provisions in Article III of this Agreement.

Retirees may be hired for part-time days. Salary rates/stipend will be pro-rated accordingly.

Retired rehires are entitled to all other negotiated agreements of the contract not specifically addressed herein. Retired rehires will not be entitled to any paid leave under this Contract. Retired rehires will not be credited with any years of experience upon rehire. Retired rehires will be eligible for single insurance coverage to be paid by the District at the current rate offered to Association members on a pro rated basis. Should a retired rehire wish to purchase family coverage, such employee will be responsible for the difference between the negotiated rate for Association members for single coverage and the negotiated rate for Association members for family coverage.

XXII
WITHHOLDING

A. Association Dues

The Board will withhold pay, upon authorization of the individual teacher, for professional membership dues or assessments of the NBEA and the United Teaching Profession (the NEA, OEA, and NWOEA).

Such amount shall be deducted equally as dues from the regular salaries over twenty-four pay periods of all members as authorized. The Board Treasurer will cooperate with the NBEA membership chairperson on dues transmittals.

B. Credit Union

The Board will withhold pay, upon authorization of the individual teacher, for tax-sheltered annuities (limited to ten companies per Board Policy), investment programs, and Wood County Federal Credit Union. Such withholding to be forwarded on regular pay days or monthly.

C. Payroll Deductions

Certified employees may sign and deliver to the Board an authorization for deduction from their paycheck, membership dues and assessments of the association and its affiliates. Such authorization shall continue in effect until such time that said individual gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates. Such authorization must be filed with the Treasurer by September 5 in the year such deductions are to begin.

The Treasurer of the Association shall notify the Treasurer of the Board during the first week of September of each year the amount of dues to be deducted for each association category which is authorized under this policy.

Certified employees may sign up for insurance programs and investment programs which have been accepted by the Board. The Treasurer of the Board shall deduct from the employees' checks payments to such programs in amounts as may be required by the contracts between the Employees, Board and companies involved.

If an employee who is terminated or resigns fails to pay the full amount of union dues, then the employee waives all union rights and protection.

D. Tax Sheltered Annuity Program

1. When the Employee wishes to obtain the benefits of Section 403(b) of the Internal Revenue Code (IRC) of 1986, as amended, by participating in an annuity purchase program of the Employer; the annual rate of salary otherwise payable to the Employee shall be reduced and will be applied to the purchase of a nonforfeitable annuity contract for the Employee. It is understood and agreed that such annuity is to be purchased at the request of the Employee under a program adopted by the Employer and that the Employee hereby accepts the provisions of that program, and that the Employer does not guarantee such annuity.

2. A salary reduction agreement between the parties to this agreement may not be made more than one time during any taxable year of the Employee.

3. The Employee releases all rights, present and future, to receive any or all the amounts to be used by the Employer as premium payments in any other form.

4. No provision of this agreement shall affect the Employer's right to discharge the Employee, with or without cause.

5. The employee acknowledges that if his/her contributions to Code Section 403(b) tax - sheltered annuity accounts exceed the IRC Limits, the excess is currently treated as taxable income. The employee shall be responsible for the payment of any additional income taxes, employment taxes, excise taxes, penalties and/or interest. The IRC limits are the limitations imposed under Internal Revenue Sections 403(b), 402(g), 415 and any other limitations that may be imposed under the IRC. The Board shall require the Provider to calculate the limit of the employee contribution.

6. The Board shall require the Provider of a tax sheltered annuity or deferred compensation plan that meets the requirements of Internal Revenue Code (IRC) Section 403 (b), Ohio Revised Code 9.91 and Board Policy, to agree to defend, indemnify and hold harmless the Board of Education, all of its members, officers, employees and agents from and against all claims, suits, liability, expenses, damages and loss of any kind to any person including attorney fees, which may arise out of the offering, implementation, and administration of an annuity provided by the Provider's agents, employees or any other person acting on the Provider's behalf.

7. The Board shall require that the provider agree to accept responsibility for all costs, expenses, fees and any damages incurred by the Board and/or the annuitant in connection with the implementation, administration and total operation of the Plan by reason of a challenge to the maximum exclusion allowance computed for any participant of the Plan.

8. The Board shall require that the Provider comply with all Board rules, policies and regulations covering the Plans, including solicitation of Board employees and calculation of maximum exclusion allowances for all employee reductions designated to the Provider and its Plans.

9. Any information provided by the Board shall be treated as confidential and shall not be used by the Provider its agents and/or employees for any purpose other than to carry out their responsibilities under the annuity.

10. There must be a minimum of three (3) employees initially enrolled in an annuity purchase program, and there is a ten (10) annuity program limit.

E. Section 125 Cafeteria-Style Benefits Plan

The board agrees that it will maintain a cafeteria plan under Internal Revenue Code (IRC) Section 125 which is intended to permit employees to make employee contributions to Section 125 Part A and Part B on a pre-tax basis. The cafeteria plan also may permit employees to purchase other health care benefits on pre-tax basis and to make pre-tax contributions to a flexible spending account designated for health care. The terms of the cafeteria plan shall be determined by the Board and the Board shall be permitted to interpret

and operate the plan as the Board shall deem necessary for compliance with IRC Section 125 and applicable regulations (including proposed regulations) and rulings thereunder. To the extent required for compliance with IRC Section 125, the Board may also provide for restrictions on the timing of the benefit elections of employees and dependents under the plan. The Board may elect to have a third-party administrator for the plan. The insurance provider shall provide the School District a hold harmless and a record keeping agreement that will further hold the employer risk free under the IRS provisions regulating non-reimbursed medical payments.

This shall take effect September 15, 1996.

Neither the Board nor the employee shall incur any fees to establish the plan, nor for enrollment and administrative services provided by the third-party administrator.

XXIII
TRAVEL COMPENSATION

Any traveling (including travel within the district) that is a requirement of the teacher's position will be compensated at the I.R.S. rate per mile as adopted by the Board of Education. Compensation will be paid with the last check of each month. This does not include any travel between home and school.

XXIV
EXTENDED SERVICE

All certificated/licensed staff: five (5) extended service days at the employee's per diem rate.

All staff in-service days will be served in whole or part outside the student instructional day(s) as decided by a team of: building administrator, principal's advisory committee, and members of the LPDC. If an agreement cannot be reached by this committee, it will be decided by the Building Principal; and then if there is still a disagreement, the Superintendent will make the final approval.

The following positions shall have the extended service days granted in the formula that follows:

Guidance Counselor	25
Part-time Librarian	Four (4) days before and four (4) days after the student calendar year; and one (1) period per day during the student calendar year
Computer Sciences	5
Technology Coordinator	22 days

In the event that the Board retains a full-time librarian during any time of this effective Contract, he/she will be entitled to only fourteen (14) extended service days.

XXV
FAIR SHARE FEE

The North Baltimore Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the United Teaching Profession from the pay of all bargaining unit members who elect not to become members of the United Teaching Profession, (NEA, OEA, NWOEA, NBEA) or who elect not to remain members.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.

Payroll deduction of such fair share fees shall begin with the first full pay period that follows January 15 each year for the balance of the contract year. Deductions shall be made in equal installments and shall be the sum of the United Education Profession dues less the amount determined by the audit done at the State level to be for political or ideological purposes. The Local Association shall submit by January 1 each year the list of fee payers and the prescribed amount to be payroll deducted after the January 15 pay period described earlier in this article.
The Board Treasurer agrees to promptly transmit all amounts deducted to the Association and to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

The Association agrees to notify all non-members of their right to become members of the Association during the month of September.

The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.
The NBEA indemnifies the Board of Education from this provision in the contract with the following understanding:

1. The employer is required to give the NBEA ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

2. The NBEA has a right to designate counsel to represent and defend the employer;

3. The employer agrees to (a) give full and complete cooperation and assistance to the NBEA and its counsel at all levels of the proceeding, (b) permit the NBEA or its affiliated organizations to intervene as a party if it so desired, and/or (c) to not oppose the NBEA or its affiliated organizations application to file briefs amicus curiae in the action;

4. The action brought against the employer must be a direct consequence of the employer's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

XXVI
GRIEVANCE PROCEDURE

A. Purpose

The primary purpose is to secure at the lowest level possible and in the shortest period of time equitable solutions to problems of parties involved with no reprisals of any kind against any employee initiating or participating in the procedures.

B. Definitions

1. GRIEVANCE – A claim by an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

2. GRIEVANT – An employee filing a grievance. If more than one member is a grievant, each shall sign the grievance.

3. CLASS ACTION GRIEVANCE – A grievance which affects a group or class of employees or is an alleged violation of this Agreement with respect to the rights and/or privileges granted the Association. To qualify as a Class Action Grievance, the grievance must include the signature of the NBEA President or designee.

4. The term days when used in this document shall mean working days unless otherwise indicated. Weekend and vacation days are excluded.

C. Initiation and Processing

1. **Level One** - Principals

   a. When making the appointment to discuss the grievance with the principal, the bargaining unit member will tell the principal the topic of the complaint within twenty-five (25) working days of the act or condition which is the basis of the complaint. During the level one oral grievance hearing, the grievance will be discussed with the principal or immediate superior, either individually or accompanied by the representative, with the objective of resolving the matter informally. The principal will give his/her disposition in writing with five (5) working days by using Appendix A. (When the grievance involves a decision that the principal has no authority to determine a disposition, the grievance can be automatically filed at Level Two within twenty-five (25) working days.)

   b. If the bargaining unit member is not satisfied with the written disposition of the principal, within ten (10) working days, the teacher may file a written grievance with the Superintendent to activate the Level Two process. The written statement of the alleged Grievance and relief sought will be done on Appendix A.

2. **Level Two** - Superintendent

   a. Within five (5) working days of receipt of the written grievance, the Superintendent will schedule a meeting with the grievant and/or Association representatives. The Superintendent may, at his/her discretion, request that a member of the administrative team be present at this meeting.

   b. Within ten (10) working days after the meeting, the Superintendent will render a written disposition, including supporting reasons, to all parties

3. **Level Three** - Mediation

   a. If the grievant and the Association are not satisfied with the disposition in Step II, the Superintendent and the Association may mutually agree to refer the grievance to mediation using a mediator from the Federal Mediation and Conciliation Service (FMCS). The Association must notify the Superintendent within ten (10) days following receipt of the written disposition in Step III if it is interested in considering mediation. Mediation will be done at no cost to either party.

4. **Level Four** – Binding Arbitration

   a. If the grievant is not satisfied with the disposition in Step II (or termination of the mediation process under Step III if mediation is used), the grievance may be submitted to arbitration within five (5) days.

   b. Selection of the Arbitrator - The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

   c. Authority of the Arbitrator - The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Union.

   d. Costs of Arbitration - The costs for the arbitrator and the hearing room shall be shared equally by the Employer and the Union.

D. General Procedure

1. Failure of the administration at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. The Board shall recognize a grievance representative in each building.

3. Any party in interest must be present, but may be represented by another person of their own choosing, at all stages of the grievance procedure.

4. The grievant has the right to Union representation to all meetings and hearings involving the grievance (4117.23(A)(5). The Union has the exclusive right to file grievances and to be present for the adjustment of any and all grievances. Grievance forms shall be exhibited in the appendix of this Contract and it shall be the exclusive right of the Union to issue forms to grievants. The Union shall have the exclusive right to determine

whether to proceed to the arbitration step of the procedure. The Union shall receive copies of all communications in the processing of grievances.

5. If any member of the NBEA Grievance Committee is a party in interest to any grievance, that person shall not serve as the grievance representative in the processing of such a grievance.

6. The Board and the administration will cooperate with the grievant and the NBEA in its investigation of any grievance.

7. It will be the practice of all parties in interest to process grievances after the regular work day has ended or at other times which do not interfere with assigned duties; however, upon mutual agreement among the grievant or the NBEA and the Board the proceedings should be held during regular working hours, the grievant and/or the appropriate NBEA representative will be released from assigned duties without loss of pay. The NBEA shall have the right to designate one teacher as its grievance chairperson. The NBEA Grievance Committee shall not preempt more than ten (10) unassigned periods a year from the teaching schedule to such chairperson.

8. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his 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 to individual rights of a teacher, having a complaint or a problem, to discuss the matter informally with members of the administration through normal channels of communication.
11. Nothing contained in this procedure shall be construed as limiting to rights of a teacher from using other professional or legal rights to resolving a complaint or problems.

12. No reprisal shall be made against any party involved in use of this grievance procedure.

XXVII
PROVISIONS CONTRARY TO LAW

A. If any provision of this document or any application of the document to any certificated/licensed person or persons shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force.

B. Nothing in this agreement shall restrict or deny to any employee, individual rights provided by law, unless such rights are otherwise addressed by a specific provision of this agreement.

C. This agreement shall be in compliance with O.R.C. 4117.

D. This Agreement shall, to the extent permitted by law, prevail over any state statute or regulation expressly inconsistent therewith. It shall be subordinate to any applicable federal law or regulation to the extent required by the law or regulations.

NORTH BALTIMORE LOCAL SCHOOLS

CERTIFIED STAFF

JOB DESCRIPTIONS

JOB DESCRIPTION: GUIDANCE COUNSELOR - HIGH SCHOOLS

QUALIFICATIONS:

1. Must possess a school counselor's certificate valid in the state of Ohio.

2. The Superintendent of Schools may require of an applicant for a position as a school counselor a certificate from a physician, designated by the Board that they are physically and mentally qualified to perform.

3. Sound moral character and an informed professional attitude.

4. Loyalty to work and enthusiasm for it.

5. Ability to meet performance responsibilities.

6. Practical success in actual counseling.

7. Thorough professional training and demonstrated skill.

PERFORMANCE RESPONSIBILITIES:

The guidance services, as an integral part of the K-12 program, consists of those activities and provisions which are planned and organized to accomplish the school's goals and objectives. The activities and provisions include:

1. The counseling services

a. Schedules interviews

1. Conference with all senior high students concerning:

a. High School graduation requirements
b. College choices, applications and required entrance tests
c. Scholarship and other financial aids for advanced training and education
d. Choices of vocational areas, training, basic job requirements, and general vocational preparation

2. Counseling failing students of two (2) or more subjects each grading period.

3. Conferencing eleventh grade students about post high school education preparation of college application and financial aid that is available.

4. Counseling students and parents of incoming sixth and freshmen classes.

b. Voluntary and special conferences

1. Registration and orientation of all students
   a. Selecting course of study
   b. Graduation requirements
   c. Assisting new students in adjusting to a "new school"

2. Spring conference with all students

   a. Review of past academic achievement
   b. Selecting course of study for following academic year

3. Exit interview with students - "transfer and drop-outs"

   a. Insure grades are recorded for all subjects to date of withdrawal
   b. Discuss consequences of leaving school without a diploma
   c. Discuss appropriate alternatives available to having a high school diploma

4. Schedule changes

   a. All schedule changes must be processed through the guidance office and approved by the principal
   b. All schedule changes requested by students, teachers, parents and administrators will be reviewed.

5. Personal counseling

   a. Individual and group - assist students in making decisions and considering alternatives with their:

      personal-social problems
      school adjustment
      peer group relations
      home-related problems

   b. Schedule career and college representatives to meet with students - singularly or group.

2. Pupil appraisal service

a. Coordinate the accumulation and dissemination of meaningful information about each pupil.

b. Help identify and provide guidance to students who:

   1. Are not achieving
   2. Have special needs or abilities
   3. Have potential for post-high school education
   4. Need financial assistance for post-high school education
   5. Seem to have selected inappropriate courses
   6. Should be referred to community agencies.

c. Schedule, supervise, administer and report the testing program to include the district

C.B.E. tests, ability achievement tests and Ninth Grade Proficiency Test, as prescribed in EMIS/School Board Policy.

d. Interpret individual student data to students, parents, teachers and other school personnel

e. Acquaint students with national, state and local testing programs

f. Publish all testing results to the community and students making comparisons of past performance and relationships to local, state and national norms.

g. Prepare a comprehensive report for the Superintendent to be included in the district annual report delineating the services rendered by the guidance office for the past year. Contents of the report should be in keeping with the guidelines established by the State Department of Education.

3. Guidance information service

a. Assist students in obtaining knowledge of education (vocational) opportunities available to them in high school and post-high school.

b. Assist in the development, compilation and distribution of the following informational materials:

1. Vocational programs
2. High School programs of studies
3. Student policies
4. Study skills
5. Financial aids and scholarships
6. Career opportunities
7. Military services
8. Community employment opportunities
9. Personal-social information

c. Establish specific procedures which encourage parents to have individual conferences with school counselor.

4. Consultative Services

a. Provide teachers with appropriate information about their students
b. Participate in "case" conferences with teacher and parents
c. Establish a procedure for reporting back to teachers who make student referrals
d. Confer regularly with building principal

5. Student placement services

a. Assist principal with scheduling of students
b. Help students make appropriate choices of school program and develop career objectives
c. Process applications and admissions materials to facilitate student entrance into college and other educational programs
d. Process student applications for scholarships and aids
e. Assist students in filing applications to Penta County J.V.S.
f. Maintain records of transactions which the school performs in processing applications
g. Provide information on available jobs to students

6. **Follow up and research service**

    a. Conduct regular follow up studies to include a 5-year graduate survey.

JOB DESCRIPTION: TECHNOLOGY COORDINATOR

QUALIFICATIONS:

1. To display integrity, loyalty, and hard work as attributes for all to strive towards.

PERFORMANCE RESPONSIBILITIES:

1. Act as a chair of the Technology Committee. Conduct meetings on a minimum of a quarterly basis. Distribute minutes of the meetings to committee members and administration.

2. Research the software/hardware needs of the staff and make recommendations for purchase to the Technology Committee.

3. Work with the Inventory Control Clerk to maintain an inventory of all software/hardware and make sure that it is properly stored and/or distributed to staff and students.

4. Order and receive all software, licenses and hardware based on the recommendations of the Technology Committee.

5. Maintain a listing of available software and make that software available to staff.
6. Work with the administration in determining budget.

7. Seek additional funding for technology through grant applications, contributions etc.

8. In consultation with the administration, formulate rules to govern student use of the network.

9. Publish rules in a manner that insures all students have been informed of proper procedure for the use of computer and network.

10. Be responsible for the distribution and collection of all network use policy permission sheets for student and staff.

11. Update user files as needed.

12. Police network for unauthorized or inappropriate use.

13. Assist the administration in handling all discipline cases involving violations of the rules that are serious in nature.

14. Maintain open lines of communication with administration and staff so that problems or suggestions can be acted on in a timely manner.

15. Keep abreast of new technology and make recommendations to the administration and Technology Committee.

16. Evaluate the need for equipment/system repair. Make minor repairs or schedule service.

17. Teach computer application or related classes as deemed necessary by the administration.
18. Coordinate summer storage/staff check-out and check-in of software/hardware and file a report with the Inventory Control Clerk.

19. Prepare staff use policies and handbooks as necessary

20. Create and maintain the North Baltimore Schools web page. Involve students as much as possible.

21. In-service staff on software/hardware

22. Load and maintain all software packages

23. Perform such duties and tasks that might be assigned by the administration from time to time.

JOB DESCRIPTION: CLASSROOM TEACHER

QUALIFICATIONS:

1. Must possess a teacher's certificate/license valid in the state of Ohio.

2. The Superintendent of Schools may require of an applicant for a position as a teacher a certificate from a physician, designated by the Board, that they are physically and mentally qualified to perform.

3. Sound moral character and an informed professional attitude.

4. Loyalty to work and enthusiasm for it.

5. Ability to meet performance responsibilities.

6. Practical success in actual teaching.

7. Thorough professional training and demonstrated skill.

PERFORMANCE RESPONSIBILITIES:

1. Be on duty from 8:00 a.m. till 3:15 p.m. daily, in the halls or rooms available to students starting at 8:15 a.m. (except for calamity days when teachers should be here fifteen (15) minutes before students arrive and fifteen (15) minutes after the completion of school).

2. Attend all faculty meetings called by the principal regularly and promptly.

3. Keep an outline of class procedure by lesson plans, and formulate those plans in conjunction with the adopted course of study.

4. Keep a class seating chart.

5. Follow a daily class and time schedule approved by the principal.

6 Shall keep their classes in session each day during school hours and shall not dismiss them for any time without the consent of the principal.

7. Shall utilize class time in the most educationally beneficial manner.

8. Shall not be absent from school without permission from the principal or Superintendent.

9. Shall be responsible for all school apparatus and property entrusted to their charge.

10. Shall be responsible for the orderly deportment and progress of their pupils.

11. Give every reasonable assistance to pupils in their studies.

12. Give careful attention to the health and comfort of the pupils while under their charge.

13. Promote a positive line of communication between school and community through positive notes home, phone calls, home visits, positive interim reports, parent-teacher

conferences.

14. Familiarize oneself with the rules and guidelines as outlined in the student and teacher handbooks.

15. Maintain a detailed accounting of each student's progress.

16. Maintain adequate lesson plans and classroom procedures when a substitute teacher is needed in your classroom.

17. Maintain confidentiality when dealing with student records, student problems and staff concerns.

JOB DESCRIPTION: L.D. TUTOR

QUALIFICATIONS:

1. Must possess a valid LD/BD teaching certificate/license from the State of Ohio.

PERFORMANCE RESPONSIBILITIES:

1. Support the regular classroom instruction by reading materials not understood both in daily lesson and test.

2. Give tests orally for those SLD students who have problems reading and/or writing.

3. Tutor in any academic area where extra help is needed by a student designated SLD; especially IEP goal areas.

4. Keep a daily record of time each student spends with SLD tutor.

5. Shall keep students in classroom each period the same time as the regular class period.

JOB DESCRIPTION: LIBRARY/MEDIA SPECIALIST

QUALIFICATIONS:

1. Must possess a teacher's certificate/license valid in the state of Ohio.

2. The Superintendent of Schools may require of an applicant for a position as a Library/Media Specialist a certificate from a physician, designated by the Board, that they are physically and mentally qualified to perform.

3. Sound moral character and an informed professional attitude.

4. Loyalty to work and enthusiasm for it.

5. Ability to meet performance responsibilities.

6. Practical success in actual teaching.

7. Thorough professional training and demonstrated skill.

PERFORMANCE RESPONSIBILITIES:

The Librarian will assume the administrative responsibilities of the school district library/media program as a whole, including non-certified staff and volunteers.

The Librarian will direct the organizational procedures of services or routines and of technical processing so as to make a functional library/media center. The Librarian will also be responsible for the selection and ordering of print and non-print materials, professional materials, and equipment.

The Librarian will work closely with the staff and administration to provide the best possible service available for print and non-print materials, equipment, and instruction. The Librarian will also serve as a consultant to the staff and administration.

The Librarian will implement the library/media program in the teaching of library skills within the classroom curriculum in order that the students can become independent library users.

The Librarian will work with and use outside resources to help improve and expand the existing library/media program.

JOB DESCRIPTION: BAND DIRECTOR

QUALIFICATIONS:

1. To display integrity, loyalty, and hard work as attributes for all to strive towards.

2. Education and experience in musical basics required to plan, rehearse and perform marching and concert band activities.

3. Willingness to give time, beyond that required, for group activities to aid individuals as necessary.

PERFORMANCE RESPONSIBILITIES:

1. Approve all fund raising activities and complete appropriate fund raising request forms.

2. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.

3. To complete building use application for all after-school group activities.

4. To complete requisitions for any expenditures to be made through this group's activity account.

5. To conduct group meetings in a businesslike fashion so matters at hand can be completed.

6. To notify the proper persons of all activities scheduled by the group.

7. Keep instruments, music and equipment in proper order.

8. Purchase equipment, music and repair services through proper fiscal procedures.

9. Submit building and transportation requests in timely manner.

10. Coordinate music boosters' assistance with short and long term needs of the band program.

11. Coordinate publicity for band activities.

12 Plan and execute appropriate summer practices to prepare for community activities and football season.

13. Publish some basic rules for proper student participation in band activities, i.e. - a Band Handbook.

JOB DESCRIPTION: CHORAL DIRECTOR

QUALIFICATIONS:

1. To instill an appreciation for choral music styles.

2. To create a learning experience through performance.

3. To meet the needs of the students' ability to pursue music as a career.

4. Piano skills are needed to conduct rehearsals.

5. To display integrity, loyalty, and hard work as attributes for all to strive towards.

PERFORMANCE RESPONSIBILITIES:

1. To notify the proper persons of all activities scheduled by the group.

2. Send programs to Board Office at least four days before performances.

3. Organize 6th grade teachers to bring classes down, 7th & 8th sit in the auditorium with one J.H. or H.S. teacher with them.

4. To organize 3-4 performances a year. Fall concert in October, Christmas, Spring, and Pop's Concert in May.

   - At least one concert should involve choreography.

5. Schedule all concert dates during the first week of school.

6. Approve all fund raising activities and complete appropriate fund raising request forms.

7. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.

8. To complete building use application for all after school group activities.

9. To complete requisitions for any expenditures to be made through this group's activity account.

10. To conduct group meetings in a businesslike fashion so matters at hand can be completed.

JOB DESCRIPTION: ATHLETIC DIRECTOR

QUALIFICATIONS:

1. Shall have at least three years of successful teaching experience.

2. Hold a current State of Ohio Certification/License, or its equivalent.

3. Preferably have experience as a coach or administrator.

PERFORMANCE RESPONSIBILITIES:

1. Serve as the administrative representative in all athletic league matters.

2. Evaluation and recommendation of athletic programs, athletic coaches and other related athletic activities.

3. Chair the Athletic Council as administrative representative.

4. Coordinate and supervise the workings of the Faculty Manager.

5. Prepare appropriate athletic schedule in all sports.

6. Contract appropriate officials for all home scheduled sports events.

7. Maintain record of eligibility of all students involved in the athletic programs.

8. Maintain and support all rules and regulations concerning the local athletic program either from the Ohio High School Athletic Association or the Local Board of Education policy.

9. Coordinate administrative representation at all athletic events.

10. Provide appropriate administrative support of the athletic programs and the athletic coaching staff.

11. Serve as liaison for the Board of Education, Administrative team and coaching staff.

12. Prepare appropriate annual budgets for athletic department.

13. Coordinate transportation needs for athletic events.

14. Other duties required by the operation of an athletic program or assigned by the Building Principal.

JOB DESCRIPTION: ASSISTANT ATHLETIC DIRECTOR

QUALIFICATIONS:

1. Hold a current Teacher State of Ohio Certification/License, where possible.

2. Be contracted by the North Baltimore Local School Board of Education.

3. Receive the recommendation of the Athletic Director, Building Principal and the Superintendent of Schools.

PERFORMANCE RESPONSIBILITIES:

1. Be directly responsible to the Athletic Director.

2. Assist in the organization and planning of the Athletic Program.

3. Shall arrange for ticket and gate personnel, police and fire protection, maintenance, parking, ushers and other necessary game personnel.

4. Deposit all game receipts or other received monies in the manner described by Board policy, in compliance with the Auditor, State of Ohio, and in cooperation with the Treasurer of the school.

5. Maintain active records of travel forms, insurances, and current physical forms for all participating athletes.

6. Manage the planning and preparation of Athletic Awards Banquets and any other student athlete recognition programs in cooperation with the Athletic Boosters Club.

7. Prepare, order and organize appropriate awards for athletes.

8. Assist the A.D. in the maintenance of current inventory of equipment for all sports in cooperation with the Head Coach of each individual sport.

9. Assist the A.D. in the coordination of needs, orders and requisitions of equipment with Head Coach of sport.

10. Order and maintain record of varsity and school jackets as paid for by the students. Follow the standard accounting procedures as defined by the Treasurer.

11. Assist the A.D. in the preparation and processing of necessary forms and records as required by the Ohio High School Athletic Association.

12. Serve as Tournament Manager for all regularly scheduled tournaments held in the school facilities.

13. Other duties as requested by the Athletic Director or Building Principal.

JOB DESCRIPTION: HEAD COACH

QUALIFICATIONS:

1. To display integrity, loyalty and hard work as attributes for all to strive towards.

2. To demonstrate self-discipline, good sportsmanship and a spirit of fair play.

3. A comprehensive background in the rules, strategies and coaching techniques of the sport.

4. Meet all requirements as prescribed by the OHSAA necessary to supervise athletic teams, including Sports Medicine Clinic and CPR training.

PERFORMANCE RESPONSIBILITIES:

1. The head coach shall operate at all times within the scope of the general and specific educational philosophy of our schools. His/her first responsibility is the welfare, safety and growth of the students under his/her supervision. In expediting this responsibility, he/she will work closely with the Athletic Director who has a similar responsibility.

2. The coach will cooperate with and uphold all the policies adopted by the Athletic Council and the Board of Education of North Baltimore Schools.

3. The coach will assist and cooperate with the Athletic Director.

4. The coach will assign clearly the duties of the assistant coaches.

5. The coach will act in an advisory capacity to the seventh and eighth grade coaches in his/her sport (if a seventh and eighth grade program in that sport exists) by helping to formulate general guidelines and procedures to be followed that are consistent with the philosophies of the head coach.

6. The coach will be alert of the health, safety and welfare of all student athletes.

7. The coach will stress sportsmanship at all times.

8. The coach will exemplify good behavior and demand it of all players.

9. The coach will attempt to develop students to their highest degree of skill possible and mold them into as an efficient a team as material permits.

10. The coach will demand adherence to training rules.

11. The coach will attempt to develop a friendly and courteous relationship with the press and community.

12 All press releases and publicity initiated by the coach shall be cleared through the Athletic Director prior to releasing to the media. (This does not include the calling in of game results or phone interviews initiated by the media.)

13. The coach will inspect facilities and equipment and report any problems to the Athletic Director for repair, replacement, etc.

14. The coach shall be responsible for the issuance, maintenance and collection of athletic equipment and uniforms in his/her sport.

15. The coach will be responsible to submit to the Athletic Director an inventory of equipment within two weeks of the conclusion of his/her season.

16. The coach will be responsible to submit to the Athletic Director as soon as possible following final selection of the squad (cuts) and a minimum of one week prior to the first scheduled contest of the season.

17. The coach will assume responsibility of payment for any expenditures not approved by the Athletic Director and/or the high school Principal.

18. The coach will work through the Athletic Director when dealing with the North Baltimore Boosters Club or special interest groups.

19. All head coaches are responsible to coordinate the distribution of information concerning summer camps to interested athletes under their supervision.

20. When appropriate summer league opportunities are available in the immediate area, coordinate participation in said leagues.

21. Develop and coordinate a schedule of self-improvement opportunities for athletes of the district. (i.e. open gym, summer weight lifting, golf tournaments, etc.)

JOB DESCRIPTION: SUMMER PROGRAM COORDINATOR

QUALIFICATIONS:

1. Sports Medicine & C.P.R.

2. Three years successful teaching experience

3. Coaching or administrative experience

PERFORMANCE RESPONSIBILITIES:

1. Coordinate summer camps with coaches i.e. dates, times, equipment.

2. Develop and coordinate a schedule of open gym opportunities for athletics of the district in cooperation with the building principals and district scheduling coordinator.

3. Be responsible for distribution of equipment to coaches for their use in camps and open gyms.

4. Prepare a printed schedule for summer and post and distribute to coaches and administrative offices.

5. Serve as liaison for coaches and custodial staff.

6. Serve as liaison for Board of Education, Administration and coaching staff.

7. Assist coaches in the preparation for fall sports in regard to summer practice schedules, building and facility usage and distribution of equipment.

8. Assist in the collection of forms from students in preparation for the start of the fall sports season.

JOB DESCRIPTION: ASSISTANT COACHES

QUALIFICATIONS:

1. To display integrity, loyalty and hard work as attributes for all to strive towards.
2. To demonstrate self-discipline, good sportsmanship and a spirit of fair play.
3. A comprehensive background in the rules, strategies and coaching techniques of the sport.
4. Meet all requirements as prescribed by the OHSAA necessary to supervise athletic teams, including Sports Medicine Clinic and CPR training.

PERFORMANCE RESPONSIBILITIES:

The assistant coaches in each sport shall carry out the program and recommendations established by the head coach. Under no circumstances shall the assistant coach initiate policies or procedures which are inconsistent with the recommendation of the head coach.

The assistant coach must not only represent the head coach in a manner above reproach, but he/she must also at all times exemplify, through his/her own personal speech and actions, the highest type of good sportsmanship and character.

All coaches are expected to:

1. Follow all instructions and plans of the head coach.
2. Promote good public relations
3. Assume responsibility for the use, care and storage of all athletic equipment, along with the head coach.
4. Be responsible for the athletes when left in charge in the absence of the head coach.
5. Go on all scouting trips requested by the head coach.
6. Attend all meetings requested by the head coach.
7. Be responsible for supervising their own athletes.
8. Assume full responsibility for that part of the program that is delegated to them by the head coach.
9. Assist the head coach in all of his/her duties and responsibilities
10. Work and confer with the head coach on a day-to-day basis.
11. Be loyal to, and support the head coach and his/her policies at all times.
12. Help with the duties of storing, cleaning, issuing etc. of equipment.
13. Always set a good example in sportsmanship and exercise mature judgment.
14. Be aware of the channels of authority (chain of command) and use them as they are intended to be used.

JOB DESCRIPTION: ASSOCIATE TEAM PHYSICIAN

DESCRIPTION:

The Associate Team Physician works in cooperation with, and under the direction of, the Head Team Physician to provide medical services, as needed, to District athletes.

QUALIFICATIONS:

Must possess an M.D., D.O., or D.C. and be currently licensed (without restriction) to practice in the State of Ohio.

Must conduct him/herself within the guidelines established by §4734 of the Ohio Administrative Code, including adhering to the prohibitions against the treatment of infectious, contagious, or venereal disease, and the administration of prescription, over-the-counter medications, or any other medication.

Must be available to attend North Baltimore School District athletic events as agreed in contract between the School District and the contracting agency.

Must possess a sincere interest in the District's overall athletic program.

Must possess a fundamental knowledge of emergency care regarding athletic events.

Must be certified in CPR.

Must be able to communicate with and work cooperatively with other members of the Sports Medicine Team, coaches, athletes, parents, and school administration.

DUTIES:

In the absence of the Head Team Physician, has the responsibility to determine an athlete's suitability to return to play.

In the absence of the Head Team Physician, and when an athlete is not under the care of a physician, will make the final determination as to an athlete's suitability to return to play.

May conduct physical examination of the School District's students for the purpose of determining their physical suitability to participate in scholastic athletic events.

ADDENDUM:

The physician of record will have the final determination as to treatment, taping/bracing/padding, necessary rehabilitation, and return to sports, unless the physician of record releases, in writing, the athlete to the care of his/her primary care or the School District's sports medicine team. At the time, the Associate Team Physician will follow the guidelines presented by the Head Team Physician.

If any conflict of medical opinion between Team Physicians occurs, the Head Team Physician will make the final decision as to the care and/or suitability of the athlete to return to play.

The statements above reflect the general duties considered necessary to describe the principle functions of the job and shall not be construed as detailed descriptions of all work requirements which may be inherent to the positions.

JOB DESCRIPTION: ATHLETIC TRAINER

DESCRIPTION:

The Athletic Trainer, works under the direction of the Head and Associate Team Physicians, and is responsible for performing the routine tasks related to prevention, recognition, assessment and treatment of athletic injuries.

QUALIFICATIONS:

Must be currently licensed in accord with §4755.62 of the Ohio Revised Code.

Must be dedicated in his/her commitment to the North Baltimore School District sports program.

Must be willing to work long, flexible hours often six days a week, morning through night, and on holidays, covering games and practices, within the guidelines on the contract between the School District and the contracting agency.

Must be able to work quickly and efficiently in stressful situations.

Must be able to work very closely with the athletes and coaches to prepare and maintain the athlete's physical and mental well being.

Must possess excellent leadership and organizational skills.

Muss possess excellent communication skills both oral and written in the maintenance of medical records.

Must be able to work well with all members of the Sports Medicine Team.

Must be able to work with minimal supervision and independent judgment in the safe and healthy care of the School District's athletes.

Must be available to attend School District's athletic practices and events in accordance with the current contract between the School District and the contracting agency.

DUTIES:

Acts as the first responder in case of athletic injury.

Applies basic first aid principals for injuries during the course of practice and games.

Must be certified in CPR

Decides if emergency care is necessary and initiates the EAP (Emergency Action Plan)

Provides necessary taping, bandaging and bracing for athletes for athletic practices and games.

Refers athletes with injuries to physicians as deemed necessary.

Assists in development of pre- and post-season conditioning programs, as requested.

Possesses the responsibility to provide the initial clinical impression of an injury and method of care.

Coordinates the rehabilitation programs in consultation with the physician of record.

Will follow the rehabilitation protocols adopted by the Head Team Physician (see copies in the Training Room Policy and Procedure Manual).

Maintains accurate records including:

a. physical examination cards (photocopy)
b. emergency medical release form (photocopy)
c. injury evaluation forms
d. written communication with physicians
e. daily treatment records.

Manages the Training Room including equipment and supplies.

Prepares pre-/post-practice and event medical needs.

Will not dispense any oral medication to School District's athletes, with these exceptions: epinephrine, eye contacts, insulin, glucotabs or glucogel, and inhalers. These medically prescribed items will be carried for the athlete.

Will adhere to Universal Precautions.

The statements above reflect the general duties considered necessary to describe the principle functions of the job of Athletic Trainer but shall not be construed as detailed descriptions of all work requirements which may be inherent to the position.

JOB DESCRIPTION: HEAD TEAM PHYSICIAN

DESCRIPTION:

The Head Team Physician is the leader of the District's sports medicine team, overseeing all aspects of the sports medicine program.

QUALIFICATIONS:

Must possess an M.D., or D.O., and be currently licensed (without restriction) to practice in the state of Ohio.

Must possess a fundamental knowledge of emergency care regarding sporting events.

Must be trained in CPR.

Must be available to attend, or designate an alternative M.D., or D.O., North Baltimore Local Schools athletic events as described in the current contract between the School District and the contracting agency.

Must possess a sincere interest in the District's overall athletic program.

DUTIES:

The Head Team Physician serves as the leader of the District's sports medicine team, and as such determines the roles and responsibilities of all members of the District's sports medicine team.

The Head Team Physician serves as the primary coordinator of medical treatment for the District's athletes.

The Head Team Physician shall attend District games and events as described in the current contract between the District and the contracting agency.

When on-site, the Head Team Physician will make the final determination as to treatment or the suitability of an athlete to return to play.

The Head Team Physician may conduct physical examination of the School District's students for the purpose of determining their physical suitability to participate in scholastic athletic events.

ADDENDUM:

If an athlete is seen in the Emergency Department or by another M.D. or D.O. (i.e., primary care physician), he/she will have the final determination as to treatment and suitability of the athlete to return to play. The Head Team Physician may administer appropriate medication in the case of an emergency.

The physician of record will have the final determination as to treatment, taping/bracing/padding, necessary rehabilitation, and return to sports, unless the physician of record releases, in writing, the athlete to the care of his/her primary care physician or the School District's sports medical personnel. At that time, the head physician will make the final determination as to the athlete's

fitness for return to play.

If any conflict of medical opinion between physicians occurs, the Head Team Physician will make the final determination as to the suitability of the athlete's return to play.

The statements above reflect the general duties considered necessary to describe the principle functions of the job and shall not be construed as detailed descriptions of all work requirements which may be inherent to the positions.

JOB DESCRIPTION: EQUIPMENT MANAGER

The Equipment Manager shall:

1. Be directly responsible to the Athletic Director.

2. Distribute, with assistance of the respective coaches, equipment to members of all sports teams.

3. Keep a list of equipment issued and provide a copy to the Athletic Director and the respective coaches.

4. Inspect equipment periodically and replace or repair if necessary. Updates on equipment replacements/repairs shall be made to the coach and Athletic Director.

5. Establish a collection procedure and time to each team.

6. Collect all equipment at the end of the season, with the assistance of the coach(es).

7. Provide a list of outstanding equipment to the Athletic director, coach and high school office.

8. Provide a detailed inventory to the Athletic Director within two weeks of the end of the season.

9. Make recommendations to the Athletic Director for purchases of new equipment, with the assistance of the head coach.

10. Shall not order equipment without approval of the Athletic Director.

11. Be responsible for inventory, storage, and repair of all athletic equipment.

12. Be at all varsity football contests and scrimmages, and shall be available to coaches as needed for issuance, changes, repairs, etc., of equipment.

13. Be responsible for other duties as deemed necessary by the Athletic Director or Principal.

JOB DESCRIPTION: STRENGTH COORDINATOR

QUALIFICATIONS:

1. The duty of the strength coordinator shall be to develop a safe and healthy weight program that shall be beneficial to all sports and appropriate for different age levels.

PERFORMANCE RESPONSIBILITIES:

1. Supervise the weight program and all related activities.

2. Develop and maintain an incentive or motivational program, coordinated with the Athletic Director.

3. Keep the appropriate records, posters, etc. up to date.

4. Keep a current record of inventory of all weight equipment.

5. Make sure that all students participating in the program have a current physical examination card on file.

6. Make the weight room available a minimum of three days per week for a total of at least 270 minutes per week arranged as appropriate the entire year (12 months).

JOB DESCRIPTION: CHEERLEADER ADVISOR

QUALIFICATIONS:

1. Willingness to work with young people to create a positive and sportsmanlike atmosphere.
2. CPR Certificate
3. Sports Medicine Certificate
4. To display integrity, loyalty, and hard work as attributes for all to strive towards.

PERFORMANCE RESPONSIBILITIES:

1. Supervise all practice sessions and contests.
2. Arrange for transportation to away contests through the athletic director.
3. Make arrangements for cheerleader camps, should the group decide to attend.
4. Call practice sessions on a regular basis.
5. To aid cheerleaders in promoting the sports programs through spirit clubs, hall decorations, pep sessions, etc.
6. Arrange and supervise cheerleader tryouts, using the accepted procedures of the North Baltimore Schools.
7. To observe all rules and regulations of the North Baltimore Schools relating to student eligibility, student demeanor at contests, supervisory responsibilities.
8. To establish guidelines for cheerleaders as to appropriate dress, cosmetics, hair styles, and overall appearance both at practice and contest situations.
9. To make arrangements for properly fit uniforms kept in good repair.
10. To requisition through the athletic director any needed supplies and equipment.
11. Any other duties appropriate to the position as assigned by the athletic director.
12. Make certain that all candidates meet academic eligibility.
13. To insure that all cheerleaders have a current physical examination card on file with the faculty manager.
14. Approve all fund raising activities and complete appropriate fund raising request forms.
15. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.
16. To complete building use application for all after school group activities.
17. To conduct group meetings in a businesslike fashion so matters at hand can be completed.

18. To complete requisitions for any expenditures to be made through this group's activity account.

JOB DESCRIPTION: DRAMA DIRECTOR

QUALIFICATIONS:

1. To display integrity, loyalty, and hard work as attributes for all to strive towards.
2. Willingness to take the students to college, community theatre, and professional performances to expand their knowledge of theatre.
3. Knowledge of theatre and technical directing.
4. A willingness to cooperate with the choral music director and art teacher whenever they help on projects.
5. If time, a willingness to perhaps do a program of one-acts for the eighth grade class as preparation for high school drama.
6. A willingness to work, to produce at least one major Drama Club production each year.

PERFORMANCE RESPONSIBILITIES:

1. To notify the proper persons of all activities scheduled by the group.
2. To organize events from beginning to end and to supervise;
   - budgets
   - set buildings (stage designs)
   - auditions
   - all rehearsals
   - performances
   - ticket sales
   - all rentals (costumes, props, scenes, etc.)
3. To oversee all phases of the production;
   - the technical director should supervise the set, lights, sound, etc.
   - drama director's major emphasis rests with the preparing of the actors.
4. To work to establish a partnership with the Rocky Ford Theatre group.
5. To turn in a critique of each production noting successes, problems, etc.
6. To complete building use application for all after-school group activities.
7. To schedule production well in advance, and have it placed on school calendars.
8. To run advance publicity for all productions.
9. To supervise all activities of the group and adhere to the student behavior code as described in student/parent handbook.
10. Approve all fund raising activities and complete appropriate fund raising request forms.
11. To complete requisitions for any expenditures to be made through this group's activity account.

12. To conduct group meetings in a businesslike fashion so matters at hand can be completed.

JOB DESCRIPTION: ART CLUB

QUALIFICATIONS:

1. A willingness to devote time to community and school needs.
2. Have a background in art or knowledge of art.
3. To display integrity, loyalty, and hard work as attributes for all to strive towards.

PERFORMANCE RESPONSIBILITIES:

1. To notify the proper persons of all activities scheduled by the group.
2. To advise the students - not to do the work for them.
3. Notify students of art projects people need done and oversee the work being done.
4. Approve all fund raising activities and complete appropriate fund raising request forms.
5. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.
6. To complete building use application for all after-school group activities.
7. To complete requisitions for any expenditures to be made through this group's activity account.
8. To conduct group meetings in a businesslike fashion so matters at hand can be completed.

JOB DESCRIPTION: CLASS ADVISOR

QUALIFICATIONS:

1. To display integrity, loyalty and hard work as attributes for all to strive towards.

PERFORMANCE RESPONSIBILITIES

1. Call on parents to organize and arrange parties.

2. Set up individual conferences for students after school, to discuss problems.

   - Stress confidentiality at these conferences.
   - Be there to listen, refer and suggest solution.

3. Room parents will be provided with phone numbers of those willing to help with parties.

4. Approve all fund raising activities and complete appropriate fund raising request forms.

5. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.

6. To complete building use application for all after school group activities.

7. To complete requisitions for any expenditures to be made through this group's activity account.

8. To conduct group meetings in a businesslike fashion so matters at hand can be completed.

9. To notify the proper persons of all activities scheduled by the group.

JOB DESCRIPTION: SENIOR CLASS ADVISOR

QUALIFICATIONS:

1. A willingness to give a lot of time on outside activities.

2. To display integrity, loyalty, and hard work as attributes for all to strive towards.

PERFORMANCE RESPONSIBILITIES:

1. To notify the proper persons of all activities scheduled by the group.

2. Advise the students - don't do the work for them.

3. Assist with graduation responsibilities including:

   - Caps and gowns
   - Announcement selections
   - Commencement Speaker
   - Decorations for Commencement
   - Flowers for Graduates

4. Approve all fund raising activities and complete appropriate fund raising request forms.

5. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.

6. To complete building use application for all after-school group activities.

7. To complete requisitions for any expenditures to be made through this group's activity account.

8. To conduct group meetings in a businesslike fashion so matters at hand can be completed.

JOB DESCRIPTION: JUNIOR CLASS ADVISOR

QUALIFICATIONS:

1. To display integrity, loyalty, and hard work as attributes for all to strive towards.

2. Prefer a certified/licensed member of the teaching staff.

PERFORMANCE RESPONSIBILITIES:

1. Plan and supervise all class meetings.

2. Supervise all the home basketball game concession stand operations or arrange for appropriate supervision.

3. Order all concession stand supplies using Board adopted purchasing procedures.

4. Provide advice, support and supervision for planning of prom related activities. This includes decorations, rental of facilities, entertainment, refreshments and all other activities involved with the prom.

5. Approve all fund raising activities and complete appropriate fund raising request forms.

6. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.

7. To complete building use application for all after-school group activities.

8. To complete requisitions for any expenditures to be made through this group's activity account.

9. To conduct group meetings in a businesslike fashion so matters at hand can be completed.

JOB DESCRIPTION: F.H.A. ADVISOR

QUALIFICATIONS:

1. A willingness to spend time before/after school when/as necessary.
2. A working knowledge of the Future Homemakers of America goals and objectives.
3. To display integrity, loyalty, and hard work as attributes for all to strive towards.

PERFORMANCE RESPONSIBILITIES:

1. To notify the proper persons of all activities scheduled by the group.
2. Supervise at District Rallies and provide transportation.
3. Monitor Treasurer's books.
4. Allow students to learn leadership skills by running own club by adhering to cooperatively set guidelines.
5. Present good example for students to follow.
6. Approve all fund raising activities and complete appropriate fund raising request forms.
7. Guide students with problem solving situations.
8. Offer suggestions for meetings.
9. Assist with record keeping.
10. Guide students to positively represent N.B.H.S. by dressing and acting appropriately at all functions.
11. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.
12. To complete building use application for all after-school group activities.
13. To complete requisitions for any expenditures to be made through this group's activity account.
14. Teach members to conduct group meetings in a businesslike fashion so matters at hand can be completed.

JOB DESCRIPTION: S.A.E. ADVISOR

QUALIFICATIONS:

1. Willingness to provide services to the teaching staff and administration.

2. Willingness to convey a positive and professional attitude.

3. To display integrity, loyalty, and hard work as attributes for all to strive towards.

PERFORMANCE RESPONSIBILITIES:

1. To arrange and notify the proper persons of all activities scheduled by the group.

2. To send out the proper correspondence for all activities.

3. Approve all fund raising activities and complete appropriate fund raising request forms.

4. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.

5. To complete building use application for all after-school group activities.

6. To complete requisitions for any expenditures to be made through this group's activity account.

7. To conduct group meetings in a businesslike fashion so matters at hand can be completed.

GENERAL ACTIVITIES:

1. Help-A-Teacher Day

   - Students will aid a teacher for one day.
   - Powell Building - Grades K-5 plus specials.

2. Teacher Appreciation Day

   - Students will provide salads and desserts.
     (Sponsored by the Parents' Club - someone will contact the advisor)
   - Students will also escort teachers during the assembly.

3. Arrange a money-making project

   - Money can be used for a donation to the school.
   - Money can be used for a small gift for the staff and administration. (i.e. Purchase flats of flowers, replant in paper cups and give as gifts).

OTHER: HELP-A-TEACHER DAY

1 Check available date with principals and office calendar book.

2. Check with Powell teachers to see which teachers would like an aid for a day.

3. Distribute a list of excused students to staff members.

4. Write thank-you notes to the teachers.

JOB DESCRIPTION: INTERNATIONAL CLUB ADVISOR

QUALIFICATIONS:

1. To display integrity, loyalty, and hard work as attributes for all to strive towards.

2. A level of proficiency in the languages being offered in the foreign language department of North Baltimore Schools.

PERFORMANCE RESPONSIBILITIES:

1. To notify the proper persons of all activities scheduled by the group.

2. Approve all fund raising activities and complete appropriate fund raising request forms.

3. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.

4. To complete building use application for all after-school group activities.

5. To complete requisitions for any expenditures to be made through this group's activity account.

6. To conduct group meetings in a businesslike fashion so matters at hand can be completed.

7. Arrange for students to vote or elect club officers.

8. Select or have students select a club project.

9. Arouse interest in cultural affairs.

10. Inform students of cultural events in the area.

11. Assist with club projects.

12. Arouse interest in exchange programs and make arrangements.

13. Plan tours and/or trips.

JOB DESCRIPTION: NATIONAL HONOR SOCIETY ADVISOR

QUALIFICATIONS:

1. To display integrity, loyalty, and hard work as attributes for all to strive towards.

PERFORMANCE RESPONSIBILITIES:

1. To notify the proper persons of all activities scheduled by the group.
2. Plan and supervise the evaluation committee for election of new inductees.
3. Pass out and tabulate results of evaluation forms.
4. Plan and supervise an induction ceremony befitting the organization and the image it portrays.
5. Hold regular meetings to conduct business and enhance image of the society.
6. To familiarize self with the guidelines and regulations of the National organization of the National Honor Society.
7. To approve and supervise all fund raising activities of the organization.
8. To use local media sources to publicize the activities of the Society.

JOB DESCRIPTION: HIGH SCHOOL STUDENT COUNCIL ADVISOR

QUALIFICATIONS:

1. To display integrity, loyalty, and hard work as attributes for all to strive towards.

PERFORMANCE RESPONSIBILITIES:

1. To notify the proper persons of all activities scheduled by the group.

2. To assist in planning and supervision of Homecoming Dance.

   - Complete Building Request Form
   - Decorations
   - Decorate - prior to dance
   - Chaperones for dance
   - Music for dance

3. To assist in planning and supervision of Homecoming:

   - Trophies for Queen and Court - need purchase order
   - Flowers for Queen and Court - need purchase order
   - Cars for parade for Queen and Court
   - Escorts for Queen and Court
   - Work with Bank Director - (parade and on Football Field)
   - Contact Newspapers - pictures
   - Get Tiara for Queen - need purchase order
   - Contact Police for parade
   - Contact last year's Queen
   - Sell flowers at the game - need purchase order

4. Bloodmobile - spring
   - Contact Red Cross

5. Hold class elections in the spring.

6. Approve all fund raising activities and complete appropriate fund raising request forms.

7. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.

8. To complete building use application for all after-school group activities.

9. To complete requisitions for any expenditures to be made through this group's activity account.

10. To conduct group meetings in a businesslike fashion so matters at hand can be completed.

JOB DESCRIPTION: MIDDLE SCHOOL STUDENT COUNCIL ADVISOR

QUALIFICATIONS:

To display integrity, loyalty, and hard work as attributes for all to strive towards.

PERFORMANCE RESPONSIBILITIES:

1. To notify the proper persons of all activities scheduled by the group.
2. To coordinate planning and supervision of council activities.
3. Approve all fund raising activities and complete appropriate fund raising request forms.
4. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.
5. To complete requisitions for any expenditures to be made through this group's activity account.
6. To conduct group meetings in a businesslike fashion so matters at hand can be completed.
7. To complete building use application for all after school group activities.

JOB DESCRIPTION: ELEMENTARY SCHOOL STUDENT COUNCIL ADVISOR

QUALIFICATIONS:

To display integrity, loyalty, and hard work as attributes for all to strive towards and help build a positive school atmosphere.

PERFORMANCE RESPONSIBILITIES:

1. To notify the proper persons of all activities scheduled by the group.

2. To coordinate planning and supervision of council activities.

3. Approve all fund raising activities and complete appropriate fund raising request forms.

4. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.

5. To complete requisitions for any expenditures to be made through this group's activity account.

6. To conduct group meetings in a businesslike fashion so matters at hand can be completed.

7. To establish leadership qualities in membership.

JOB DESCRIPTION: YEARBOOK ADVISOR

QUALIFICATIONS:

1. To display integrity, loyalty, and hard work as attributes for all to strive towards.

2. The ability to encourage students to work together to create a good yearbook.

3. Background in writing copy (news, feature, and sports). Students should write their own copy. Advisor should be there to help with ideas.

4. Editing skills. All yearbook copy must be advisor-approved. Skills in editing or proofreading are necessary.

5. Experience in photography is a definite plus.

PERFORMANCE RESPONSIBILITIES:

1. To notify the proper persons of all activities scheduled by the group.

2. Approve all fund raising activities and complete appropriate fund raising request forms.

3. To supervise all activities of this group and adhere to the student behavior code as described in student/parent handbook.

4. To complete building use application for all after-school group activities.

5. To complete requisitions for any expenditures to be made through this group's activity account.

6. To conduct group meetings in a businesslike fashion so matters at hand can be completed.

7. To raise money for production costs. Students can sell ads as soon as the previous yearbook is in. Also, yearbook sales are a good source of income. Running a flyer with the monthly Tiger Tales is helpful.

8. To keep a receipt book for any money collected from students. Yearbook orders can be recorded here. Also, pay-in slips must be filled out and turned in to the high school secretary when advertising money is collected.

9. To schedule group pictures during the year. The studio currently contracted to take all group photos must be notified two weeks in advance. It is also necessary to notify teachers and coaches a week in advance. Check with your principal for a good date.

10. To train students to take good pictures. Students who are willing to attend after-school functions can really be of help in collecting candids for layout.

11. To schedule appointments with yearbook company representatives.

12 To organize a ladder diagram or page-plan for each yearbook. This must be done before students begin actually laying out the book.

13. To assign pages to individual students. Students should be responsible for laying out photos, body copy, and caption copy for each assignment.

14. To edit all student assignments and discuss any revisions that may be necessary.

15 To send in the appropriate number of pages to publisher in order to meet mandated deadlines. There are usually four major deadlines during the second part of the school year.

16. To proofread copies of dummy pages provided by the plant. These are mailed to the advisor's home address during the summer. It is very important to make corrections and mail the dummies back to the publishers within the given time period. Late shipments result in late yearbooks.

17. To deliver yearbooks to student customers. This usually takes place in September. It is necessary to have a list of orders, and it's a good idea to make a copy.

18. To order an appropriate number of extra books to sell. It is not difficult to sell 15-20 extra books to those who did not pre-order.

19. To fill out a pay-out form when it's time to pay the final bill to the yearbook company. This is done shortly after new books are received. The building principal approves this before it is sent to the Board Office.

JOB DESCRIPTION: COMMUNITY INVOLVEMENT PROGRAM DIRECTOR

QUALIFICATIONS:

1. A minimum of a high school diploma or equivalent (GED)

2. Ability to represent the North Baltimore Local Schools in a manner which displays integrity, loyalty, and dedication.

3. This position reports to the Superintendent.

PERFORMANCE RESPONSIBILITIES:

1. Provide educational opportunities for students and adults throughout the school year as facilities are available during and outside the regular school day.

2. Establish programs that will meet the appropriate educational needs and interests of the total community in areas of education, recreation, and avocation.

3. Coordinate the development and scheduling of community education classes.

4. Secure and assigning of appropriate instructors for Community Education classes.

5. Complete and arrange necessary facilities for classes, whether using school or outside facilities.

6. Prepare and distribute community involvement class brochures or flyers.

7. Conduct community needs assessment when appropriate.

8. Work in cooperation and coordination with the Superintendent and School Board member(s).

9. Work in cooperation with the Treasurer in regards to certain financial aspects of the program.

10. Report and make recommendations to the Superintendent regarding Community Involvement Program activities and needs.

11. Conduct other business or activities in cooperation with the Superintendent for the continuation and improvement of the Community Involvement Program.

12. Represent the school in the School Business Partnership Program if such a program is deemed necessary or desired.

JOB DESCRIPTION: OUTDOOR EDUCATION COORDINATOR

QUALIFICATIONS:

1. Must possess a teacher's certificate/license valid in the state of Ohio

2. Sound moral character and professional attitude.

3. Ability to meet performance responsibilities.

RESPONSIBLE TO:

Building Principal

PERFORMANCE RESPONSIBILITIES:

1. Serve as school contact for camp.

2. Coordinate camp date using school calendar and camp availability.

3. Coordinate initial parent letter to go home with principal.

4. Plan camp activities with camp representative.

5. Take care of camp scholarships for eligible students.

6. Coordinate all fund raising.

   McDonald's fund raising: coordinate date with McDonald's contact, make posters for restaurant and school to advertise, flyers home to students, schedule students to volunteer, supervise during McDonald's night, check presentation.

7. Send out letters to community businesses and members for donation.

8. Set up Camp night for parents and students: Coordinate date with camp representative and school calendar, complete building request, notes home with students, attend the meeting.

9. Complete bus request for trip.

10. Copy/send home camp packets to students.

11. Work with health aide to collect paperwork for camp binder and collection of medications.

12. Inform superintendent, principal and secretary of upcoming events related to camp.

13. Mesh bags for students: pass out, collect.

14. Find contact chaperones and meet with them prior to camp.
15. Handle any situations or problems that arise at camp.
16. Send out thank you letters to all that helped with camp.
17. Complete fundraising paperwork for board office.
18. Order t-shirts for camp.

JOB DESCRIPTION: PAWS FOR A CAUSE ADVISOR

QUALIFICATIONS:

1. To display integrity, loyalty, and hard work as attributes for all to strive towards..
2. Willingness to convey a passion for service and include others in service activities.

PERFORMANCE RESPONSIBILITIES:

1. Plan and supervise all meetings – with a goal of a minimum of one meeting per month during the school year
2. Plan community service activities – with a goal of a minimum of one per month during the school year
3. To conduct group meetings in a businesslike fashion so matters at hand can be completed
4. Approve all fundraising activities and complete appropriate fundraisings request forms
5. To complete building use application for all after-school group activities
6. To complete requisitions for any expenditures to be made through this group's activity account
7. To collect permission slips for activities off school grounds
8. To communicate with parents so that they are aware of activities where they can assist
9. To communicate with local media about community endeavors

JOB DESCRIPTION: SHOW CHOIR DIRECTOR

QUALIFICATIONS:

1. Certified staff with appropriate knowledge and experience. Unfilled positions offered to other individuals may require a state department of education permit.

2. Meets all mandated health screening requirements.

3. Record free of criminal violations that would prohibit public school employment.

4. Embodies high ethical standards and integrity and accepts responsibility for decisions and conduct.

5. Complies with drug-free workplace rules and board policies.

6. Ability to establish working relationships with co-workers and function as part of a cohesive team.

7. Keeps current with technology and other workplace innovations that support job functions.

8. Musical production skills.

9. Completion of all pupil activity supervisor validation requirements.

REPORTS TO: Building Principals

PERFORMANCE RESPONSIBILITIES:

1. Organize, directs, and evaluates the show choir program

2. Provides guidance and encouragement to help students profit from their participation

3. Promotes close working relationships with parents and the community

4. Produces creditable show choir productions, develops performance programs for school events and public service activities, and ensures compliance with all production licensing agreements

5. Provides reasonable accommodations to enable a qualified individual with a disability to perform essential functions

6. Develops a budget and an outline of activities for the principal's approval and ensures that the program is self-sustaining except for financial support authorized by the board or administration. Requisitions for supplies and equipment will be completed accordingly

7. Communicates program objectives to encourage student participation. Organizes open auditions, informs participants about personal responsibilities, and maintains the integrity of the selection process

8. Supervises a practice schedule, and coordinates activities with the school calendar

9. Promotes the proper use, care, and security of school and rental property

10. Ensures that all financial activities are processed through the proper student activities accounts

11. Provides safe working conditions, oversees the proper care and storage of production equipment, makes minor repairs, and ensures that program equipment is operational and available when needed

12. Promotes academic success as an important priority for all students

XXIX
IMPLEMENTATION AND DURATION

Except as provided in (a) below, this Contract will be in effect from July 1, 2016, 12:01 A.M. and will continue in full force and effect until June 30, 2019, 12:00 midnight and from year to year thereafter.

a. The final year of this contract is expressly contingent on the Board's determination that it can fund the collective bargaining agreement for the 2018-2019 contract year. The Board will notify the Association no later than December 1, 2017, if it determines it does not have adequate funding to fund the final year of this contract as verified by an Ohio Department of Education Financial Analysis and of its decision to nullify the contract. If the Board determines to nullify the final year of this contract, the contract will expire June 30, 2018, 12:00 midnight. The negotiations procedure set forth in Article II will be followed in the event the Board determines to nullify the final year of this contract. The Board's decision that it does not have adequate funding to fund the 2018-2019 contract year will not be subject to the grievance procedure.

b. The Board agrees that it will not, during the period of this Agreement, officially adopt or implement any condition of employment not contained within this Agreement until such term or condition has been a subject of negotiation. Sections of the present Agreement not proposed for discussion during the bargaining process shall be carried forward into the newly adopted Agreement.

c. The master contract supersedes board policy whenever the two documents are in conflict with one another.

For the Board:	**For North Baltimore Education Association:**
_____	_____
Ryan Delaney, Superintendent	President
_____	_____
Eve Baldwin, Treasurer	Vice President
_____	_____
Tami Thomas, Board President	Negotiator
	_____
	Negotiator

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Negotiator

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For the Board:

Ryan Delaney, Superintendent

Eve Baldwin, Treasurer

Tami Thomas, Board President

For North Baltimore Education Association:

President

Vice President

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

APPENDIX A

NORTH BALTIMORE LOCAL SCHOOL DISTRICT

GRIEVANCE FORM

Grievance # _____

_____ _____
Name of Grievant and/or NBEA President Date

Date of alleged grievance: _____

LEVEL ONE

<u>Discussion with Principal</u>:

Date held: _____

_____ _____
Principal Signature Grievant Signature

Written Disposition of Principal: _____
_____
_____
_____
_____
_____

<u>Formal Grievance</u>: Written Grievance to Superintendent

Statement of Alleged Grievance: _____
_____
_____
_____
_____
_____
_____
_____

Relief Sought: _____
_____

_____

_____

LEVEL TWO:

<u>Superintendent Level</u>:

Date handed in to Superintendent: _____

_____
Signature of Superintendent or person receiving this form

Date of meeting with the Superintendent:_____

Disposition Response from Superintendent: _____
_____
_____
_____
_____

LEVEL THREE:

<u>Notice of Submitting to Arbitration</u>:

Date: _____

_____
Signature of Grievant/Association President

Received by: _____
Signature of Superintendent/Designee

APPENDIX B

Designation of Beneficiary for Receipt of Severance Benefits in the Event of Death

I,_____, designate the following beneficiary(ies) for receipt of payment of any severance benefit under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary(ies) the following person(s):

Name	**Relationship**	**Address**	**Phone No.**	**Percentage**

(Total for all beneficiary(ies) should equal 100%)

In the event none of the foregoing survive me, I hereby designate as secondary beneficiary (ies) the following person(s):

Name	**Relationship**	**Address**	**Phone No.**	**Percentage**

Total for all beneficiary(ies) should equal 100%)

I understand that it is incumbent upon me to keep the Treasurer informed of current addresses and telephone numbers of all beneficiary(ies) named by me so that they may be contacted without undue delay or difficulty in the event of my death.

Date: _____ _____
Employee

Date: _____ _____
Spouse's Signature

APPENDIX C

JEOPARDY SHEET

Teacher _____ Building _____

YOU ARE BEING CONSIDERED FOR NONRENEWAL FOR THE FOLLOWING REASONS:

Attempts have been made to help you solve your difficulties in the following manner:

Further improvements are necessary in the following areas:

Principal's Signature _____ Date _____

I have read and understand the above statements. I am fully aware of the implications. I understand my signature does not necessarily indicate agreement with the above consideration.

Teacher's Signature _____ Date _____

Teacher's comments: Rebuttal is attached _____

Rebuttal will be forwarded to Superintendent's office _____

APPENDIX D

Verbal Reprimand (One copy for Administration file; one copy for employee) Date:

Brief Summary of Oral Reprimand:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Employee Response (if any):

_____
_____
_____
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_____
_____
_____
_____
_____

Signature of Administrator:_____

Date:_____

Signature of Employee:_____

Date:_____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the North Baltimore Local School District Board of Education ("Board") and the North Baltimore Education Association ("Association") and is for the purpose of modifying the current Joint Operation Agreement ("Agreement") for Certified employees between the parties in regard to Exchange Days. Accordingly, the parties agree as follows:

WHEREAS, the current provisions of the Agreement do not address Exchange Days as a negotiated provision for the Certified staff. However, the parties mutually agree the Exchange Days are recognized as past practice since the 2009 school year for Certified staff.

NOW, THEREFORE, the parties agree to the following language:

> Teachers who perform additional duties outside the normal school day or work hours, as a request of their building principal, are entitled to exchange such work for time off during the school year.
>
> The additional duties must meet the following criteria:
>
> 1) Must be a full work day as defined in Article III: Teacher Conditions, A. Work Hours/Work Day.
>
> 2) Must be completed during the summer, on a Saturday, or multiple hours outside the normal workday equivalent to a workday as defined in criteria #1.
>
> 3) Must involve working with students.
>
> 4) Exchange Days will not be granted for tutoring or other provisions already specified in this Joint Operation Agreement.

Use of Exchange Days are subject to the terms and conditions established for Personal Days under the current Agreement Article X: Leaves, A(3)(4)(5). Requested Exchange Days must be submitted in writing using the adopted Exchange Day form attached to this Memorandum.

Exchange Days are limited to no more than one (1) per employee per school year.

The mutually agreed Exchange Day form must be completed and approved by the building administrator prior to the commencement of the activity/work performed.

IN WITNESS WHEREOF, the parties have ratified, adopted, and have executed this Memorandum of Understanding on this 13th day of September, 2012.

NORTH BALTIMORE EDUCATION ASSOCIATION

By Charlotte Powell
Association President

By: Julie Traver

By: Denise Carmack
Denise Carmack, OEA Consultant

NORTH BALTIMORE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By: Jami Thomas
President

By: Marlene K North
Superintendent

By: Eric Pashwig
Treasurer