CONTRACT

BETWEEN THE

NORTHEASTERN LOCAL BOARD OF EDUCATION

AND THE

NORTHEASTERN LOCAL EDUCATION ASSOCIATION

JULY 1, 2017- JUNE 30, 2019

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ARTICLE ONE

RECOGNITION

- **1.01 RECOGNITION:** The Northeastern Local Board of Education, hereinafter referred to as the "Board" recognizes the Northeastern Local Education Association, hereinafter referred to as the "Association" as the sole and exclusive bargaining representatives of all full and part-time certificated personnel employed by the Board under a regular teaching contract as classroom teachers, guidance counselors, librarians, speech and hearing therapists and nurses.
- **1.02 EXCLUSIONS FROM BARGAINING UNIT:** The bargaining unit shall exclude substitute teachers, temporary employees, non-certificated personnel, administrators and any other personnel employed to perform managerial and/or supervising duties.

ARTICLE TWO NEGOTIATIONS

2.01 SCOPE OF NEGOTIATIONS:

- 2.011 Wages;
- **2.012** Hours;
- **2.013** Terms and conditions of employment; and
- **2.014** The continuation, modification and/or deletion of an existing provision of the collective bargaining agreement.
- **2.02 SUBMISSION OF ISSUES:** Notice of intent to open negotiations shall be submitted in writing by the Association President to the Superintendent before November 30 of any year. By December 15, unless the parties agree to a time change, the Parties will set a date for their initial meeting. Ten (10) days prior to the initial meeting, both parties shall exchange Initial Proposals. After the first meeting, no further items may be submitted without mutual consent of both parties.
- **2.03 NEGOTIATION TEAMS:** The Board and the Association shall be represented at all meetings by a team of negotiators, not to exceed five (5) members each. Both the District and the Association are permitted to invite a representative of the OEA or the District's general counsel if necessary. All negotiations shall be conducted exclusively between said teams. No other spectators shall be permitted admittance except upon the approval of both teams.
- **2.04 NEGOTIATION MEETINGS:** The negotiation team shall meet at such mutually agreed upon places and times for the purpose of affecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach a mutual understanding and agreement. Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period to caucus. The period of time shall be a maximum of thirty (30) minutes, unless agreed otherwise.
- **2.05 EXCHANGE OF INFORMATION:** Upon reasonable request, both negotiating teams shall exchange all available information pertinent to the issues under negotiation.
- **2.06 CONSULTANTS:** Professional and/or lay consultants may be used by either party to assist in obtaining information pertinent to the issues under consideration. The expenses shall be borne by the inviting group unless agreed otherwise.
- **2.07 PROGRESS REPORTS:** Only with the prior approval of both parties may periodic progress reports be issued to the public.

- **2.08 AGREEMENT:** When an agreement is reached on the issues being negotiated, the agreement shall be reduced to writing as agreed upon by the parties' chief spokespersons. Such agreement shall be submitted to the Association's Membership for ratification. The Association shall notify the chief spokesperson for the Board of the Association's action.
 - **2.081 BOARD TO ACT UPON AGREEMENT AFTER ASSOCIATION VOTE:** Upon ratification by the Association, the Board shall take action at the next Board meeting. If the agreement is adopted by the parties, it shall be signed by the respective representatives.

2.09 DISAGREEMENT:

2.091 MEDIATION: In the event an agreement is not reached within sixty (60) days of the initial bargaining session or upon declaration of either party, an impasse may be called unless an extension of the sixty (60) days is mutually agreeable. A joint written request shall be made to the Federal Mediation and Conciliation Service (FMCS) to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to both parties. There shall be at least three (3) sessions with the mediator prior to the declaration of the right to strike by the Associations set forth in ORC 4117.

ARTICLE THREE GRIEVANCE PROCEDURE

3.01 INTRODUCTION: The Board, the administration and the Association have a mutual concern which recognizes that a well-conceived procedure for grievance adjudication which will resolve the dissatisfactions and redress the legitimate grievance of staff members is essential to the efficient and harmonious operation of the school district. The purpose of this procedure shall be to secure, at the lowest possible administrative level, prompt, impartial and equitable solutions to grievances that may from time to time arise. A numbering system will indicate the school year and chronological number of the grievance filed for that particular year.

3.02 DEFINITIONS:

- **3.021 GRIEVANCE:** A "grievance" shall mean a complaint by a teacher(s) that there has been a violation or inequitable interpretation or misapplication of one or more of the provisions of this contract, or that the teacher(s) has been treated inequitably by an act or condition contrary to established school board policy.
- **3.022 AGGRIEVED PERSON OR GRIEVANT:** An "aggrieved person" or "grievant" is the person(s) making the complaint.
- **3.023 PARTY IN INTEREST:** A "party in interest" is the person(s) making the complaint and any person who might be required to take action or against whom action might be taken to resolve the complaint.
- **3.024 DAYS:** The term "days" when used in this document shall mean school days when students are present, as defined by the District's adopted calendar unless otherwise indicated during summer, the term days in this document shall mean work days that the central office is open.
- **3.03 INITIATION AND PROCESSING:** A grievance must be filed within thirty (30) days of the act or condition which caused the grievance or when the grievant should have known of the act or condition

3.04 GRIEVANCE LEVELS:

- **3.041 LEVEL ONE (INFORMAL—PRINCIPAL OR IMMEDIATE SUPERVISOR):** A teacher with a grievance will first discuss it with his/her principal or immediate supervisor with the objective of resolving the matter informally. In this meeting the grievant may, at his/her discretion, be accompanied by a representative of the Association.
- **3.042 LEVEL TWO (FORMAL-PRINCIPAL):** A teacher with an alleged grievance, which has not been resolved informally, shall first put the complaint in writing, present it to his/her principal within ten (10) days following the meeting at Level One, and then both shall discuss the complaint with the objective of resolving the matter. In this meeting the grievant may, at his/her discretion, be accompanied by a representative of the Association. This meeting must take place within ten (10) days of the receipt of the teacher's written complaint. Within ten (10) days after the meeting, the principal must respond in writing to the grievant and the Association representative, if the representative-participated in the Level Two meeting.
- **3.043 LEVEL THREE (FORMAL—SUPERINTENDENT):** Within ten (10) days of receipt by the grievant of the decision rendered by the principal, such decision may be appealed by the Association to the Superintendent, at the request of the grievant. The appeal shall include:
 - **3.0431** A copy of the decision.
 - **3.0432** The grounds for appeal and:
 - **3.0433** The names of all persons officially present at the hearing.
 - **3.0434** Each person officially present at the hearing shall receive a copy of the appeal.
 - **3.0435** The appeal shall be heard by the Superintendent within ten (10) days of its receipt by him/her at a time and place mutually agreed to by the grievant or grievants and the Superintendent or his designee. Two (2) days prior to the hearing, written notice of the time and place shall be given to the grievant, his/her representative if any, the Association, and any administrator who has previously been involved in the grievance.
 - **3.0436** Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the hearing his/her written decision, including supporting reasons. A copy of the decision shall be sent to the Association.
- **3.044 LEVEL FOUR (FORMAL-BOARD):** A grievance dispute which is not resolved at the level of the Superintendent under the grievance procedure set forth shall be placed upon the agenda of the next regular meeting of the Board if requested in writing by the Association within ten (10) days of the answer of the Superintendent. The aggrieved person shall have the right to be represented at the board meeting by the Association. The Board shall act upon the appeal within ten (10) days.

3.045 LEVEL FIVE (ARBITRATION):

3.0451 AUTHORITY FOR SUBMISSION TO ARBITRATION: A grievance dispute which is not resolved at the level of the Board under the grievance procedure set forth above may be submitted by the Association to an arbitrator for decision.

- **3.0452 TIMELINE FOR SUBMISSION:** The Association may, within ten (10) days after the answer of the Board, notify the Superintendent of its intent to submit the grievance to arbitration by the American Arbitration Association. The Association President and the Superintendent shall select an arbitrator using the alternate strike method. A coin flip shall be used to determine which party will strike first. The party who prevails in the coin flip shall choose whether to strike first or defer.
- **3.0453 SELECTION OF ARBITRATOR:** The arbitrator shall be selected as follows: The Association shall, within ten (10) days after 3.0452, request the American Arbitration Association to submit a list of arbitrators according to the voluntary rules and regulations established by the American Arbitration Association.
- **3.0454 AUTHORITY OF ARBITRATOR:** The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision in keeping with the normal procedures of the American Arbitration Association. The arbitrator's decision shall be in writing and binding. The Board shall act upon the arbitrator's decision within fifteen (15) working days.
- **3.0455 COSTS:** Cost incurred by the arbitrator shall be shared equally by the Association and the Board.
- **3.05 CONFIDENTIALITY:** Both parties agree that the grievance procedure should be kept confidential at all levels of the grievance procedure. Any official public records requests relating to grievances will be honored in accordance with ORC 149.43.
- **3.06 NO REPRISALS:** No reprisals of any kind shall be taken by either party or by any member of the Administration against any party in interest, any school representative, or any other participant in the grievance procedure by reason of such participation.
- **3.07 TIME LIMITS:** In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures; however, the time limits may be extended by mutual agreement of both parties.
- **3.08 FAILURE TO MEET TIME-LINES:** Failure 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 unless stated otherwise by the grievant and/or the Association.
- **3.09 REPRESENTATION:** The Association will process all grievances entered at Level Two or above at the request of the grievant. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement or existing teacher personnel policies, and that the Association has been given the opportunity to be present, if necessary, at such adjustment beginning at Level Two. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing.
- **3.10 ASSOCIATION CONSENT:** No grievance may be submitted to arbitration without the consent of the Association.
- **3.11 SHARING OF INFORMATION:** The Board and the Administration will cooperate with the Association in its investigation of any grievance, and will mutually furnish each other with such information as is relevant for the processing of any grievance.

- **3.12 PROCESSING OF GRIEVANCES:** 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, the Association, and the Board that proceedings should be held during regular working hours, the grievant and the appropriate Association representative will be released from assigned duties.
- **3.13 GROUP OR CLASS GRIEVANCE:** If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing as a class grievance. The Association will name the class or group of affected teachers on the written grievance form. Class grievances shall be submitted following the standard process. However, if a class grievance involves grievants in more than one (1) building, then the class grievance shall be filed with the Superintendent directly, and the processing of such grievance may commence at Level Three.

ARTICLE FOUR ASSOCIATION RIGHTS

- **4.01 EXCLUSIVE RIGHTS:** Rights and privileges shall be exclusively granted to the Association as the sole and exclusive bargaining agent.
- **4.02 USE OF SCHOOL BUILDINGS AND EQUIPMENT:** The Board and the administration will cooperate with the recognized teacher association in the use of school buildings and equipment providing such use does not interfere with regular school activities and is in accordance with the provisions of the Board's policy on use of buildings and facilities for school-associated groups.
- **4.03 DISTRIBUTION OF MATERIALS:** Materials to members from the Association may be distributed to the members in the following way: copies may be sent to the Central office, properly packaged for individual schools, and they may be sent out in the school mail for placement in the members' mailbox. Placing in the building is to be done by the Association's Building Representative.
- **4.04 ACCESS:** The Association shall have the right to have its agents and officers contact teachers during the regular school day. Said contacts shall not interrupt instructional time of teachers.
- **4.05 PROVISION OF DOCUMENTS:** The Board and Administration shall cooperate with the Association in providing documents, data and/or information which assists the Association in developing accurate, informed and informational materials for teachers or for the Association's use.
 - **4.051** All releases of the above shall be done in accordance with state and federal law.
 - **4.052** During the negotiations period, reasonable requests for information pertinent to the issues under negotiations shall be furnished at a charge of ten (10) cents per copy, other times according to Board policy.
- **4.06 ATTENDANCE AT PROFESSIONAL MEETINGS:** The Board shall grant the President of the Association and/or his/her designees up to twenty (20) days, or the equivalent, of professional leave per school year to attend necessary professional meetings outside the school district. The standard procedures for professional leave will be used.
 - **4.061** Additional leave may be granted to the above persons upon request and with the approval of the Superintendent, provided the Association shall reimburse the Board for the cost of substitute teachers necessitated by the granting of such additional professional leave.
 - **4.062** All requests must be made sufficiently in advance of the leave in order that the respective building principals have at least twenty-four (24) hours' notice.

- **4.07 ASSOCIATION MEMBERSHIP:** There shall be no reprisals taken by the Board or the administration against any teacher by reason of membership in the recognized teachers' association.
- **4.08 COMMUNICATIONS:** The Board and the Administration will cooperate with the Association in matters of communication utilizing the existing school channels so long as it does not disrupt the normal operation of the school system. As soon as possible in each school year, a Liaison Committee shall be formed in any individual school with a Principal. Three (3) teachers and the principal shall form the committee. Meetings shall be called by any of the three teacher members or the principal. The purpose of the committee is to enhance building communications.

4.09 **DUES**:

- **4.091 PROFESSIONAL DUES:** The Board agrees to payroll deduction for payment of membership dues in professional associations. Teacher authorization shall be required in writing. The Treasurer to the Board and the Treasurer of the Association shall cooperate in setting up the proper bookkeeping arrangement by which the various organizations shall receive monies due them as quickly as possible.
- **4.10 RELEASE TIME FOR THE ASSOCIATION PRESIDENT**: The Association President will not be assigned to any non-teaching duties (i.e. lunch duty, recess duty, homeroom) during his or her tenure as president. This release time is provided to attend to both district and Association matters.
- **4.11** The Association will be provided with thirty (30) minutes to introduce the Contract to newly hired members of the bargaining unit during new staff orientation in August of each year.

ARTICLE FIVE MANAGEMENT RIGHTS

- **5.01 AUTHORITY:** The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law.
- **5.02 LIMITATIONS:** The exercise of these powers, rights, authority-, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement.

ARTICLE SIX WORKING CONDITIONS

6.00 FLEX TIME: Teachers may use flex time up to two (2) hours and as approved by their Principal. The use of flex time shall not be deducted from the employee's accumulated leave. In no case shall the use of flex time cause the district to incur any expense, including but not limited to, engaging in substitute pay or paying another staff member for class coverage.

6.01 PERSONNEL FILE

6.011 RIGHT TO REVIEW: The teacher shall have the right to review his or her personnel folder in the office of the Superintendent. Additionally, the teacher has the right to view all contents of the personnel file pertaining to all areas of his or her employment except that of recommendations leading to his or her initial employment. Arrangements for the review conference shall be made by the teacher with the Superintendent or his designee at a mutually agreed upon time. All information regarding a bargaining unit member shall be included in one centrally located personnel file. The current year's evaluation and related paperwork may remain in the file of the building administrator until May 1. The administrator

may then retain a copy of the evaluation and related paperwork in his/her administrative files. New information shall be placed in said personnel file in a timely manner.

- **6.0111 COPY OF FILE MATERIAL:** A teacher will be entitled to a copy of any material except that of recommendations leading to initial employment upon request.
- **6.012 PLACEMENT OF MATERIAL IN FILE:** Information placed in the member's personnel file shall include the initials of the member and the administrator placing the material in the file, with the date of examination by the member and the date the material was placed in the file. Before anything is placed in a member's file, said member has the right to see and rebut in writing the addition.
- **6.013 RIGHT TO REBUTTAL:** If the teacher finds materials in the personnel folder which he/she feels are detrimental, he or she may file an explanatory or a rebuttal memorandum which will be attached to the material in question.
- **6.014 REMOVAL OF INFORMATION:** An employee may request the nullification of any written reprimand or warning contained in his or her personnel file after five (5) years. Such request shall be made to the Superintendent or designee in writing. Upon receipt of such request, the Superintendent or designee shall schedule a conference with the employee to review the matter. The employee may be accompanied at this meeting by a representative of the Union. If the Superintendent or designee agrees to the nullification, the Superintendent or designee shall prepare a memorandum of nullification and affix it to the reprimand or warning in the employee's personnel file. Nullified reprimand or warnings shall not be considered in the imposition of subsequent discipline or termination action taken against the employee.
- **6.015 NO ANONYMOUS LETTERS OR MATERIAL:** Anonymous letters or material shall not be placed in a member's file, nor shall they be a matter of record.
- **6.016 TEACHER SIGNATURE OR INITIAL:** Material to be placed in the personnel folder should be signed or initialed by the teacher. If the teacher refuses to sign or initial such material this shall be duly noted on said material and signed by a witness.
- **6.017 SCHOOL PERSONNEL ACCESS TO FILE:** School personnel who shall have immediate access to a member's personnel file shall be limited to the Superintendent, assistant superintendents, other administrators, Board, treasurer, and payroll clerk, who are directly involved in either the supervision of the member(s), or an employment decision concerning the member.
- **6.018 PUBLIC ACCESS TO FILE:** Individuals, other than those identified in the preceding paragraph, wishing to review personnel records shall:
 - **6.0181** Request access to a specific file at least twenty-four (24) hours in advance. A copy of the request shall be emailed to the teacher as soon as possible.
 - **6.0182** Review the records in the presence of the administrators designated to maintain such records.
 - **6.0183** Make no alterations or additions to the record nor remove any materials there from.
 - **6.0184** A log shall be maintained of who has viewed the files.

6.0185 Personnel records shall be available for public review except for matters which are exempted by law as set forth in O. R.C. 149.43 (A)

6.01851 Confidential law enforcement investigatory records.

6.01852 Medical records.

6.01853 Trial preparation records.

6.01854 Any other records the release of which is prohibited by state or federal law.

6.019 LETTERS OF MERIT: The member may submit letters of merit which shall be placed in his/her personnel file.

6.020 RIGHT TO GRIEVE: Any materials entered into a member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If it is found to lack in any of the aforementioned, it shall be removed from the member's file.

6.0201 REPRIMAND REMOVAL: Refer to 9.0161

6.02 COMPLAINT PROCEDURE:

6.021 FIRST LEVEL: If it is a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District administrative guidelines. The complainant should be presented to the certificated staff member in writing within two (2) work weeks from the date of the alleged infraction.

6.0211 This level does not apply if the matter involved suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the professional staff member.

6.0212 As appropriate, the staff member shall report the matter and whatever action may have been taken to the building principal.

6.022 SECOND LEVEL: If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor and in compliance with provisions of a collective bargaining agreement, if applicable.

6.023 THIRD LEVEL: If a satisfactory solution is not achieved by discussion with the supervisor, a written request for a conference shall be submitted to the Superintendent. This request should include:

6.0231 The specific nature of the complaint and a brief statement of the facts giving rise to it:

6.0232 The respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;

- **6.0233** The action which the complainant wishes taken and the reasons why it is felt that such action be taken. Should the matter be resolved in conference with the Superintendent, the Board shall be advised of the resolution.
- **6.024 FOURTH LEVEL:** Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, a meeting by the Board. The Board, after reviewing all material relating to the case, shall provide the complainant with its written decision or grant a meeting before the Board. The complainant shall be advised, in writing, of the Board's decision, no more than thirty (30) business days following the meeting. The Board's decision will be final on the matter, and it will not provide a meeting to other complainants on the same issue. If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant that s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this policy.
- **6.025 REPRESENTATION:** In each of the steps mentioned above, a member may request to be accompanied by an Association Representative.
- **6.026 ANONYMOUS COMPLAINTS:** Anonymous complaints against a certificated staff member will be presented to the staff member within forty-eight (48) hours. Anonymous complaints will be considered null and void if not substantiated upon internal investigation. If not substantiated, then the anonymous complaint will not be placed in the staff member's personnel file or result in disciplinary action.

6.03 TEACHER'S DAY:

- **6.031 TEACHER WORK DAY:** The starting and dismissal times for students may vary from building to building provided, however, the length of the teachers' work day does not exceed seven and one-half (7 1/2) hours and the time for students is within the statutes set forth by the State of Ohio.
- **6.032 BUILDING MEETING SCHEDULE:** Early in the school year the teachers and building administrators shall work together in establishing regularly scheduled days and times for building and/or center teachers' meetings, and teachers shall reserve these days and times. The building administrators reserve the right to call emergency meetings when conditions warrant.
- **6.033 NON-STUDENT CONTACT TIME:** Every certificated employee working the normally scheduled seven and one-half (7-1/2) hour school day shall be entitled to at least ninety (90) minutes per day exclusive of travel time and change of class time or four hundred fifty (450) minutes per week at intermediate and high school and ninety-five (95) minutes per day exclusive of travel time and change of class time or four hundred and seventy five (475) minutes per week at elementary grades of non-student contact time for the purpose of receiving non-student contact time. Employees scheduled less than a full seven and one-half (71/2) hour day will receive a thirty (30) minute preparation period. Additional non-student contact time will be calculated on a pro-rated basis.
 - **6.0331 DUTY-FREE LUNCH:** At least a one-half (1 /2) hour daily lunch time as provided by law. At such scheduled time he or she shall not be responsible for any duties relating to students.
 - **6.0332 PREPARATION PERIOD:** At least one (1) preparation period per day equal in length to one regular class period shall be provided for all fulltime teachers. Part-time teachers will receive a daily thirty (30) minute preparation period. Conferences

with parents during preparation periods shall be scheduled only with approval of the teacher.

- **6.0333 ADDITIONAL TIME:** Additional time is to be used at the employees' discretion for additional preparation, student intervention, or for parent conferences. Up to an average of 45 minutes per week of non-student contact time may be used by the administration for meetings under the guidelines of paragraph 6.042 of this Section.
- **6.034 MAXIMUM CLASSES, GRADES 7-12:** There will be no more than six (6) classes 330 minutes, whichever is greater, taught per day by a certificated staff member of grades 7-12.
- **6.035 NOTIFICATION OF CHANGE IN TEACHER DAY:** Changes in the teacher day will be preceded by a forty-eight (48) hour notice.
- **6.036 DISTRIBUTION OF STUDENTS:** Distribution of students at the beginning of each school year will be equitable among teachers with the same teaching assignment within the same building. The administration will distribute students equitably among teachers with the same teaching assignment within the same building throughout the school year as new students enroll. Numbers of students distributed in classes and input from teachers will be factors the administration will consider.
- **6.037 PART TIME TEACHERS:** The term "part-time teacher" for the purposes of this contract shall be defined as any teacher who works less than seven and one-half (71/2) hours per day.
- **6.04 CONTRACT YEAR:** The school year shall be one hundred and eighty-four (184) days (one thousand three hundred eighty (1,380) hours).
 - **6.041 USE OF ONE HUNDRED AND EIGHTY FOURTH (184TH) DAY:** The one hundred and eighty fourth (184th) day is provided to be used cooperatively between building principals and teachers. Examples of some of the uses: work in the building before school starts in August; staff decided to have an in-service 4-6 p.m.; after school; work during a Saturday or holiday; and other uses. Time shall accumulate over the year to the equivalent of seven (7) hours or seven and one-half (7 1/2) hours with one (1) thirty (30) minute lunch period. The responsibility of the teacher is to notify the principal of time spent and the principal's responsibility is to document hours spent by each teacher.
 - **6.0411** Teachers will not be required to report to work and will suffer no loss of pay when school is delayed or when school is dismissed early due to calamity.
 - 6.0412 Teachers will not be required to report to work and will suffer no loss of pay for the first two (2) days when school is cancelled for reason of calamity, including hazardous weather conditions. On days three (3) through five (5), teachers will work four (4) hours of their contracted day and will receive no additional pay. This work can be done on or off school premises within two (2) work weeks of the calamity day. Professional activities will be logged by the teacher and submitted to their Administrator within ten (10) work days of the cancelled day. Up to only two (2) hours total of training time actually spent on Public Schoolworks may be counted toward the total hours of make-up time required by calamity days 3-5. Any actual hours of training spent in Public Schoolworks logged and submitted for this purpose shall not be used toward the 184th day or LPDC credit. Beginning on day six (6), all cancelled days will be made up per the school calendar, unless the requirement for make-up days is waived by the Board. Teachers will not be required to work or report to work and will suffer no loss in pay in the event of a level three snow emergency.

- **6.042 PARENT-TEACHER CONFERENCES:** Two (2) parent-teacher conferences will be scheduled and observed each year. Times shall be selected by majority vote of the faculty of each school and with the approval of the school principal.
- **6.043 KINDERGARTEN PARENT-TEACHER CONFERENCES:** Kindergarten teachers who have both a morning and afternoon session shall be given three (3) days for conferences and the third day is to be used in conjunction with the regularly scheduled fall conference. The third conference day, students will be in session and a substitute teacher will be provided.
- **6.044 IN-SERVICE AND WORKDAYS:** The first day of each year shall be designated for District-wide and/or building-level meetings. The second day of each year shall be designated as a teacher workday and used for uninterrupted work time. The last day of the year shall be designated as a teacher workday, inclusive of one (1) sixty (60) minute meeting, exclusive of travel time, that is called by the administration.
- **SCHOOL CALENDAR:** Between September 1 and November 30 the Association President shall arrange a meeting with the Local Superintendent to communicate input from the Association regarding the next school year's calendar.
- **TEACHERS' SUPPLIES:** It shall be the responsibility of each principal to explain to his/her staff all the channels that exist in terms of school resources and teachers' supplies. This communication shall take place at the building meeting when budgetary concerns are discussed with the staff for the next school year. Staff members may express their budgetary concerns at staff meetings.
- 6.07 LESSON PLANS: Lesson plans shall meet the minimum requirements established by the State Department of Education and the Northeastern Local Lesson Plan Committee. Upon review and approval by the Superintendent and the Executive Committee of the Association the recommendations of the Lesson Plan committee will be accepted.
 - **6.071 MAKE UP OF COMMITTEE:** The Committee shall be comprised of up to six (6) members appointed by the Association and up to six (6) members appointed by the Superintendent. The Committee shall annually (prior to May 1) review lesson plan requirements upon the request of either party.
 - **6.072 LESSON PLANS AVAILABILITY:** The instructional staff shall prepare daily lesson plans which shall be available at the teacher's desk for review by the building administrator. Upon request, an instructional staff member will have a copy of his/her lesson plans available at his/her desk for administrative review.
- **6.08 INFORMAL SUBSTITUTES:** In all cases of employee absence of one-half (1/2) day or more, the Principal or his/her designee shall make an effort to secure a substitute.
 - **6.081 REQUESTS MADE BY PRINCIPALS:** Only when a qualified substitute is not available or an emergency arises during the school day, will other bargaining members be requested by the Principal or his/her designee to cover the classes of an absent teacher. Teachers have the right to refuse without fear of reprisal.
 - 6.082 COMPENSATION FOR COVERING FOR AN ABSENT TEACHER
 - **6.0821 COMPENSATION FOR COVERING FOR AN ABSENT TEACHER'S CLASS:** If no substitute is available for the entire day, any staff member covering duties or assignments for the absent teacher at the request of an administrator shall be

compensated according to the current hourly rate of a substitute for any planning time, discretionary time or lunch time lost.

- **6.0822 COMPENSATION FOR COVERING AN ABSENT TEACHER'S CLASSES:** If no substitute is available for the entire day and the staff member is asked by an administrator to cover for an absent teacher for the majority of the student day, such teacher will be paid at the current hourly rate of a substitute.
- **6.083 REIMBURSEMENT SCHEDULE:** The building administrator will initial any such time as set forth in 6.0921 and 6.0922 above and will turn the time in to the Treasurer's office at the end of each semester.
- **6.09 SPECIAL TEACHERS:** Substitute teachers shall be provided, if available from the approved sub list, for "special area" teachers who are absent. Teachers included in this category are: special education, art, music, band, physical education, foreign language, home economics, and industrial arts.
- **6.10 CLASS SIZE:** The Board and the Association mutually recognize that class size is an essential component for maximizing learning. The Board will consider recommended class size numbers published by the Ohio Department of Education in the Ohio Administrative Code (3301.35.05). No class size will exceed the physical facilities necessary for adequate instruction or exceed the number of desks or workstations necessary for each student, as determined by the Administration.
 - **6.101 IEP CONFERENCES AND INTERVENTION ASSISTANCE TEAM MEETINGS:** The Board of Education understands that time is a very valuable commodity. As a result, all Special Education and IEP meetings that include regular education teachers are to be scheduled as closely as possible to the regular school day.

6.11 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- **6.111 PURPOSE:** A local professional development committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities. The LPDC shall review and be knowledgeable of the entry year program as established by the District and teachers in accordance with Ohio Revised Code and the Rules and Regulations as established by the Ohio Department of Education.
- **6.112 TEACHER/ADMINISTRATOR INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN:** The LPDC shall be responsible for the design of the process for submitting an individual professional development plan for license renewal or upgrade. The plan shall be based on the needs of the educator, the students, the school, and the school district.
- **6.113 LPDC STRUCTURE:** The LPDC shall be comprised of five (5) classroom teachers (one from each campus, if possible) selected by the Association and four (4) administrators of the district to be selected by the Board, upon the recommendation of the Superintendent. The chairperson and the vice-chairperson of the LPDC shall be a class room teacher. Teacher shall mean any employee covered in the recognition clause of the Agreement between the Parties.
- **6.114 LENGTH OF TERMS OF LPDC MEMBERS:** Teacher members shall serve terms three (3) years on a staggered basis as determined by the Association. A teacher member may succeed himself/herself if so appointed in accordance with section 6.133 above. In the event a LPDC member transfers to a new building, the Association reserves the right to terminate and/or replace the LPDC member.
- **6.115 REEVALUATION OF STRUCTURE AND SELECTION PROCESS:** The Association and the Board agree to reevaluate the structure of the LPDC, the selection of LPDC members,

and terms of LPDC as needed. The Association President and the Superintendent will annually review the adequacy of the budget allocations of nine thousand (\$9,000) dollars for the LPDC at the end of each school year.

- **6.116 LPDC OPERATING PROCEDURES:** Members of the LPDC shall select the chairperson, vice-chairperson and secretary at the first meeting. Additionally, LPDC members shall determine its operating procedures and meeting schedule by consensus. Meetings shall be held, when possible, to keep district costs at a minimum. Where consensus is not possible a vote of fifty-five (55) percent of the full membership of the LPDC shall be required for action.
- **6.117 APPEALS PROCESS:** The LPDC will establish the procedures to achieve the following appeal process:
 - **6.1171 RECONSIDERATION:** If an educator disagrees with an LPDC's decision, the educator should be given the opportunity to meet with the LPDC in person to discuss his/her IPDP and to discuss his/her case.
 - **6.1172 THIRD PARTY REVIEW:** If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party should review the decision.
 - **6.11721 REVIEW PANEL FORMATION**: A review panel will be appointed to review the educator's IPDP. This panel will consist of certified or licensed members of the Association. One licensed educator selected by the LPDC; one licensed educator selected by the educator; and one licensed educator agreed upon by the above two (2).
 - **6.11722 REVIEW PANEL FUNCTION**: The review panel shall review and be knowledgeable of the entry year program as established by the District and teachers in accordance with Ohio Revised Code and the Rules and Regulations as established by the Ohio Department of Education. These three (3) individuals then function as a panel to review the LPDC decision and either uphold or overturn it. The reconsideration shall be based on the needs of the educator, the students, the school and the school district.
 - **6.11723 CONFIDENTIALITY:** All members of the LPDC and the LPDC appeals committee shall keep confidential all discussion, actions, material and other information as related to the duties of the Committee.
- **6.12 PROGRESS BOOK:** The Superintendent shall consult the Association President prior to any intended implementation of features of the Progress Book.
- **6.13 INCLUSION:** An Inclusion student shall be defined as a student identified with a disability who, as part of the student's IEP, participates in regular education classes through the course of the school day. Each individual child's IEP team shall determine the educational goals and placement of the child. The composition of each IEP team shall be determined by the Administrative staff.
 - **6.131** Any teacher with assigned responsibility for providing educational services to a child under an IEP will be given reasonable advance notice, if practical.
 - **6.132** It is mutually recognized that regular classroom teachers are not normally expected to administer medication to students, perform invasive medical procedures, assist students in

taking care of bodily needs, or physically lift students. However, regular classroom teachers who are assigned special need students may receive training for emergency procedures unique to individually assigned students to their classrooms, and will be required to provide such services in emergency situations. In all cases, a member who in good faith engages in such activities will be considered to be acting in accordance with Board policy with the full and complete material support of the Board.

ARTICLE SEVEN EMPLOYMENT PRACTICES

- **7.01 VACANCIES:** A vacancy is a new position or an open position which occurs within the bargaining unit.
 - **7.011 CONTENT OF POSTING NOTICE:** Notice of all new positions or vacancies, including supplemental, will be posted in each building during the school year as soon as the position becomes officially open. The postings will include:
 - **7.0111** Position available;
 - **7.0112** Requirements for the position;
 - **7.0113** Deadline for application;
 - 7.0114 Effective starting date; and,
 - **7.0115** Date of posting.
 - **7.012 POSTING PERIOD**: Posting shall be for five (5) working days internally from the date of posting. An external posting of five (5) working days will follow the internal posting.
 - **7.013 POSTING DURING SCHOOL RECESS:** Except as noted below, written notice of any employment opening and/or vacancy that occurs during a school recess will be; posted in the central office; enclosed with any employee paycheck that occurs during the recess, for any employee that so requests (if paycheck is mailed during the posting timeline). Efforts will be made to post openings/vacancies on the district web page and/or mass e-mailings.
 - **7.014 POSTING DURING JUNE, JULY AND AUGUST:** During the months of June, July and August, the following procedure shall be followed:
 - **7.0141** At any time employees may request in writing consideration for openings or positions for which they are certified or expect to be certificated for the following year.
 - **7.0142** When an opening occurs the Superintendent shall attempt to notify those who have requested notification of such opening.
 - **7.0143** Those notified have three (3) days from posting to declare interest in the open position.
 - **7.015 INTERNAL APPLICANTS:** A teacher desiring to apply for a vacancy shall apply for a vacant position, in writing once it is internally posted. Bargaining unit members applying for a vacancy will be guaranteed an interview for the position. Vacant positions will be awarded to a qualified bargaining unit member who applies for the vacancy and who meets qualifications as specified on the job posting, as determined by the Superintendent. In the case of equally

qualified candidates, district seniority will be the determining factor. If no qualified bargaining unit member applies, the vacancy may be posted externally.

- **7.016 SENIORITY DEFINED:** Seniority is defined as continuous years of service within the district. Approved leaves of absences or suspensions of contracts shall not be considered as interrupting continuous service.
- **7.017 CRITERIA FOR DETERMINING QUALIFICATIONS:** The following criteria shall be used in determining the qualifications of a present staff member:
 - 7.0171 Certification;
 - **7.0172** Years of service in the sought-after position/area;
 - 7.0173 Academic preparation including college course work;
 - **7.0174** Evaluations within the last three (3) years;
 - **7.0175** Interview by administrator(s); and,
 - 7.0176 Awards/recognition for excellence in teaching
 - 7.0177 Highly qualified teaching status
- **7.018 REASONS FOR REJECTION:** Upon request, any staff member who has been rejected for a position shall be entitled to a conference with representation to receive reasons as to why they were not chosen for the position.
- **7.019 SENIORITY LIST:** Upon request from the Association President, the administration shall issue a seniority list to the President on November 1 of each contract year. The information provided shall include the name, the year and date of hire, and the certification areas of each member of the bargaining unit and type of contract (continuing or limited). If there is a dispute, the staff member may request a meeting with administration to resolve the differences, and may be accompanied by association representation.

7.02 INVOLUNTARY TRANSFERS:

- **7.021 INVOLUNTARY TRANSFER DEFINED:** An involuntary transfer involves a staff member being moved to a different school within the school district at the request of the administration.
- **7.022 ORDER OF INVOLUNTARY TRANSFER:** Any proposed involuntary transfer shall be preceded by a review and polling of all qualified staff members to determine if said transfer can be accomplished by mutual agreement. Following the review, if involuntary transfers are needed, aid transfers shall be effected by a review if certification and least seniority.
- **7.023 PREFERENCE FOR SUBSEQUENT VACANCIES:** Bargaining unit members who have been involuntarily transferred shall be given preferential consideration when additional positions for which they are qualified come available within the two (2) year period following the effective date of the transfer.
- **7.024 NOTIFICATION OF INVOLUNTARY TRANSFER:** The administration shall give the affected teacher as much notification as possible prior to the transfer.

- **7.03 ROOM ASSIGNMENT, GRADE LEVEL ASSIGNMENT, SUBJECT ASSIGNMENTS:** Efforts should be made to avoid changes in room, grade level and/or subject assignments. When changes must be made, the bargaining unit member is to be involved in discussion leading to the decision to make such change. Proper assistance in making changes is to be provided by the administration.
 - **7.031 NOTIFICATION OF ASSIGNMENT CHANGES:** Building principals will report yearly in September each incidence of a teacher who has made a room, grade level and/or majority change of teaching assignment. This information shall be collected and available to both administration and the association. This data will be used for future negotiations.
 - **7.032 RELEASE TIME FOR TRANSFER:** Bargaining unit members transferred during the school year shall be given two (2) release days to prepare for the move.
 - **7.033 PAYMENT FOR TRANSFER:** In the event a bargaining unit member is subjected to a transfer for the next school year, said unit member shall be entitled to a grant of one hundred fifty (\$150.00) dollars to be paid at the next appropriate pay.
 - **7.034 TRANSFER BASED ON DECLINING ENROLLMENT:** In the event an involuntary assignment of a staff member, being moved solely due to declining enrollment in a particular grade level or subject area, said transfer shall be made according to least seniority in area of licensure.

7.04 TEACHER ASSIGNMENTS:

- **7.041 NEWLY-EMPLOYED PERSONNEL:** The Superintendent shall assign all newly-employed personnel to their specific positions; which positions shall be within the subject area/grade level for which the employee is qualified. The teachers shall be given notification of his or her assignment and building as soon as possible.
- **7.042 PRESENTLY-EMPLOYED PERSONNEL:** All teachers not newly employed in the district shall be given notice of their classes, subject, or grade levels and room assignments for the forthcoming year not later than June 1.
 - **7.0421 ASSIGNMENT CHANGES AFTER JUNE 1:** In the event that changes in assignments are proposed after June 1, the teachers involved shall be notified immediately of this occurrence in writing and it shall be their responsibility to notify the Association. Upon written request, within ten (10) days, of a teacher or teachers, the changes shall be reviewed promptly by the Superintendent or his representative, with the teacher or teachers affected, who may have the option to have a representative of the Association present. Should a disagreement arise as to the desirability of, or the need for such changes, the disagreement shall be subject to the grievance procedure.
- **7.043 TEACHERS ASSIGNED TO MORE THAN ONE BUILDING:** Schedules shall be arranged so that teachers assigned to more than one building shall not be required to engage in unreasonable amounts of travel. Adequate time shall be provided in the schedule for travel between buildings.
- **7.044 REIMBURSEMENT FOR USE OF PERSONAL VEHICLE:** Teachers who use their personal automobile for travel as assigned in the schedule shall be reimbursed at the then current mileage rate established by the IRS, excluding travel to their first location from home and travel from their last daily-assigned location to home.

- **7.05 INDIVIDUAL AND SUPPLEMENTAL CONTRACTS:** The Board shall provide each teacher a written base contract, and where applicable, a supplemental contract. Such contracts shall be in accordance with the Ohio Revised Code and the contracted agreement, and shall include the following items:
 - 7.051 Name and address;
 - **7.052** Type of contract.;
 - 7.053 Length of contract;
 - **7.054** Salary schedule class and step and/or hourly rate;
 - **7.055** Annual salary;
 - 7.056 Number of pay periods per year;
 - 7.057 Employee hereby agrees to fulfill the assigned duties in Northeastern Local Schools;
 - **7.058** Employee further agrees to abide by and maintain the rules and regulations adopted by the Board; and,
 - **7.059** Employees agree to work the number of school days as provided in the contracted agreement.
- 7.06 HIRING OF RETIRED TEACHERS: Any bargaining unit member who retires under STRS and subsequently is reemployed in the district may be hired at a rate of pay different from his or her years of service as specified in the salary index contained in this Agreement. Any teacher employed under this article shall be placed at the appropriate salary schedule placement on the salary schedule as determined by the administration at a minimum of Step 4 on the salary schedule with appropriate credit for educational placement. This provision and such salary and individual contract with a member expressly supersedes RC Section 3317.13 and all other applicable laws. While employed by the district subsequent to retirement, such member who is interested in obtaining health care benefits may enroll and participate in such health care benefits offered by the District pursuant to the terms of this Contract. Such retired member is not eligible to receive a severance payment upon leaving employment with the district. This provision of the agreement and such salary and contract will not be grievable under the grievance procedures of this agreement nor through any claim or action filed before the State Employee Relations Board (SERB) or any other court of law.

Positions that are paid with grant money or Title funds, or ones that are short-term may be paid at such rates as: substitute pay, tutor rate, or beginning teacher rate.

7.07 CONTINUOUS IMPROVEMENT PLAN: All issues pertaining to Continuous Improvement Plans (CIP) shall be in accordance with this contract. All matters pertaining to wages, hours, or terms and other conditions of employment are subject to collective bargaining as stated in ORC 4117.08.

ARTICLE EIGHT EVALUATION AND NON-RENEWAL

8.01 TEACHER EVALUATION: The Board and Association agree that the District shall utilize the Ohio Teacher Evaluation System (OTES) as contained in ORC 3319.11, and 3319.112 for the evaluation of all teachers in the bargaining unit. All teachers in the bargaining unit are to be evaluated at least once per year, except as noted below in 8.011 exceptions. All evaluations must be completed by May 1 of each year and the teacher shall meet with his/her credentialed evaluator to receive a written report of the

results of the evaluation by May 10 of each year. A single performance rubric will be used for the entirety of the evaluation. The credentialed evaluator will consider evidence gathered during the observation and walkthrough processes to support placement within the rubric. This document will be available to the teacher throughout the process. The Association and the Board agree to establish a Joint Evaluation Committee (JEC) for the sole purposes of recommending policies and procedures applicable to the negotiated language for teacher evaluation and school counselor evaluation as contained in this Contract; and hearing appeals from bargaining unit members regarding SLO's. The JEC will be comprised of 4-7 Association members and an equal number of Administrators as assigned by the Superintendent. The JEC will not have the right to negotiate any terms or conditions of employment. The JEC will be co-chaired by a member of the Association and a member of the Administration. All policy and procedure recommendations of the JEC will be presented as an MOU and ratified by both the membership and the Board. All decisions of the JEC regarding SLO appeals will be reached by majority vote.

8.011 EXCEPTIONS:

8.0111 Those teachers who are on continuing contract who receive a rating of "Accomplished" on their most recent summative evaluation and whose student academic growth is "average" or higher shall be evaluated once every three (3) school years. However, in any year if a teacher's student academic growth data is "below average" or "below expected," then the teacher will return to the regular annual evaluation cycle immediately.

8.0112 Those teachers who are on a continuing contract who receive a rating of "Skilled" on their most recent final summative evaluation and whose student academic growth is "average" or higher shall be evaluated once every two (2) school years. However, in any year if a teacher's student academic growth data is "below average" or "below expected," then the teacher will return to the regular annual evaluation cycle immediately.

8.0113 In any year in which a teacher who has not been formally evaluated as a result of the application of the provisions in sections 8.0111 and 8.0112 above, the teacher will still be observed by a credentialed evaluator at least once during the school year and at least one (1) conference shall be held between the credentialed evaluator and the teacher to discuss the observation.

8.0114 Teachers new to the District will start the full OTES cycle regardless of previous OTES summative ratings received in a prior district.

8.0115 Those teachers who tender notice of retirement and for whom the Board formally acts to accept the same prior to December 1 of the school year in which the teacher intends to retire, the administration may choose not to evaluate said teachers under terms and conditions as stated in this Article.

8.012 OBSERVATION PROCEDURES:

8.0121 Any formal observations performed as part of a teacher evaluation shall be preceded by a pre-observation conference between the evaluator and teacher to discuss content and expectations for the day of the observation. This conference shall occur no earlier than two (2) days nor more than four (4) work days prior to the formal observation and will be at a mutually agreeable time. The purpose of the preconference is to discuss the expectations of the observation cycle, to review the lesson that will be observed, and to collect any pre-conference artifacts/data prior to the observation.

- **8.0122** The first formal observation will be completed between October 1 and January 15. Observations may take place prior to October 1 if mutually agreed upon by the teacher and credentialed evaluator. The second formal observation will be completed between January 16 and April 30. There will be a minimum of four (4) weeks between formal observations. The timelines in this section shall be waived for those teachers who are on Board-approved extended leave of absence of 20 or more consecutive days.
- **8.0123** No more than two (2) formal observations shall be included as part of an evaluation cycle unless one of the following occurs:
- **8.0124** The teacher in question requests a third (3) observation. In such cases the teacher must request the third (3) observation within one (1) business day of the post-conference of the second observation.
- **8.0125** The teacher in question is in the final year of a limited contract. In this circumstance, the Board may include a third (3) formal observation.
- **8.0126** Following the performance of a formal observation, a post observation shall occur between the teacher and the evaluator to discuss what was observed, areas of strength and/or possible improvement. This conference shall occur no later than three (3) work days following the formal observation.
- **8.0127** The teacher may provide evidence to the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples. All evidence must be supplied by January 15 for the first observation cycle and by April 30 by the second observation cycle.

8.013 WALKTHROUGH PROCEDURES:

8.0131 An informal walkthrough is a proper evaluative tool that may be conducted without prior notification to the teacher and included in the full evaluation. An informal walkthrough shall last no longer than fifteen (15) minutes in duration. A minimum of one (1) but, no more than two (2) informal walkthroughs shall be included as a part of a full evaluation.

8.014 SUMMATIVE RATINGS:

- **8.0141** Each completed summative evaluation shall result in the assignment of one of the following evaluation ratings to each teacher; Accomplished, Skilled, Developing or Ineffective. Ratings will be assigned based in equal part upon teacher performance (50%) and student growth (50%).
- **8.0142** Teachers receiving a summative rating of Accomplished or Skilled will independently develop a professional growth plan which shall be tied directly to the Ohio Teaching Standards.
- **8.0143** Teachers receiving a summative rating of Developing will collaboratively develop a professional growth plan with the teacher's credentialed evaluator. The PGP shall be developed by September 15 of the following school year.

8.0144 Teachers receiving a summative rating of Ineffective will be placed on a professional improvement plan developed by the teacher's credentialed evaluator. The PIP shall be developed by September 15 of the following school year. The PIP will consist of up to five (5) measurable areas of improvement.

8.015 STUDENT GROWTH:

8.0151 For A1 teachers, the student growth will be measured exclusively by value-added.

8.0152 For A2 teachers, student growth will be measured through a combination of value-added and locally determined measures including vendor assessments.

8.0153 For B teachers, student growth will be measured by vendor assessments.

8.0154 For C teachers, student growth will be measured by student learning objectives (SLO), SLO's will be approved by building-level SLO Committees comprised of three (3) or more bargaining unit members. Using the ODE recommended SLO rubric, each SLO Committee will review SLO's submitted by bargaining unit members in its building, and will recommend approval to the building principal, or refinement by the teacher. Each building principal shall review all SLO's submitted. If the building principal disagrees with the content of the SLO or the SLO Committee's recommendation, the bargaining unit member may appeal the matter to the JEC for final decision. The JEC's decision shall be binding and shall not be subject to the grievance process.

8.0155 Student Growth shall be rated as "above," "expected" or "below."

8.016 CREDENTIALED EVALUATOR:

8.0161 For the purposes of OTES, each teacher subject to evaluation will be evaluated by a credentialed evaluator who meets the eligibility requirements of ORC Section 3319.11.1(D), who holds a credential established by the Ohio Department of Education for teacher evaluation, who has completed state-sponsored OTES training, and who is not an NELEA bargaining unit member.

8.0162 Once credentialed evaluators are assigned, a teacher may make a request in writing to the Superintendent to consider assigning an alternate evaluator. Decisions of the Superintendent are not subject to the grievance process.

8.017 PROCEDURAL DEFECT:

8.0171 Both parties are to adhere to the timelines established in the Article for the teacher evaluation process. Should the Board fail to adhere to the timeline, the evaluation will be considered null and void, unless mutually agreed upon by both parties. Should a bargaining unit member fail to adhere to the timelines, disciplinary action may result.

8.018 TIME LIMITS:

8.0181 All timelines referenced in the evaluation procedure may be modified by mutual agreement of the parties.

- **8.02 GUIDANCE COUNSELOR EVALUATION:** Guidance Counselors shall be evaluated in accordance with the Ohio School Counselor Evaluation System, including the standards-based state framework that requires school counselors to demonstrate their ability to produce positive student outcomes using metrics as identified in the standards, including those from the school or school district's report card.
 - EVALUATION PROCESS AND RATING: All school counselors shall be evaluated annually be a building administrator, except as otherwise appropriate for high-performing school counselors, as defined by the Ohio Department of Education on the Evaluation Rubic. School counselors shall receive a rating on each evaluation as follows: Accomplished, Skilled, Developing, or Ineffective. Each evaluation shall consist of two (2) cycles of formal observations of at least thirty (30) minutes each and periodic walkthroughs (if applicable) by cycle will run from January 16 - April 30. Formal observations will be preceded by a conference between the evaluator and the counselor in order for the counselor to explain plans and objectives for the work to be observed. The pre-conference will be scheduled no earlier than two (2) days and no more than four (4) days prior to the formal observation. If a scheduled formal observation does not occur due to the counselor missing work on the scheduled day of the formal observation, it will be immediately reassigned by the administration. Formal observations will be followed by a post-conference between the evaluator and the guidance counselor. During this post-conference, a working draft of the rubric will be shared with the counselor and areas of strength and/or possible improvement will be discussed. The counselor may also provide appropriate evidence to the credentialed evaluator at the post-conference, which may consist of student surveys, lesson plans, student metrics, records of collaboration and contact notes. This post-conference will occur within three (3) work days of the formal observation. All school counselors who are evaluated shall be provided with a written report of the results of the evaluation. Evaluations will be completed by May 1st and each school counselor will be provided a written report of the results of his/her evaluation by May 10th.

8.022 EFFECT OF RATINGS:

- **8.0221** School counselors receiving a final summative rating of "Accomplished" will develop a professional growth plan.
- **8.0222** School counselors receiving a final summative rating of "Skilled" will develop a professional growth plan collaboratively with their evaluator.
- **8.0223** School counselors receiving a final summative rating of "Developing" will develop a professional growth plan collaboratively with their evaluator and a building administrator must approve the plan.
- **8.0224 EFFECT OF INEFFECTIVE RATING:** School counselors receiving a summative rating of Ineffective will be placed on a Professional Improvement Plan. The evaluating administrator will develop the improvement plan. The improvement plan will be developed and given to the counselor no later than September 15 of the following year. The PIP will consist of up to five (5) measurable areas of improvement.

8.03 NON-RENEWAL OF LIMITED TEACHERS CONTRACTS:

8.031 LIMITED CONTRACT TEACHERS WITH FOUR (4) OR LESS YEARS OF SERVICE: Newly hired limited contract teachers shall be placed on a one-year contract. Upon satisfactory completion of the contract, the employee shall be issued a one-year limited contract and if renewed, issued another one (1) year limited contract. If the third one-year

contract is renewed, the teacher shall be placed on one (1) additional one-year limited contract. At the conclusion of the fourth year, subsequent contract renewal shall be for a three-year period. (Contractual sequence: one year, one year, one year, one year, three years).

8.0311 RIGHTS OF LIMITED TEACHERS WITH FOUR (4) YEARS OR LESS: The Association and Board expressly agree that a limited contract teacher with four (4) or less years' experience in the District may be non-renewed for any reason during the first four (4) years of employment. Further, the Board's determination not to renew the limited contract of a teacher with four (4) years or less experience is made at the Board's sole discretion and is not subject to the Grievance Procedure contained in the Agreement. Finally, any teacher who is non-renewed under this Section will not have the right to appeal the Board's determination to the Court of Common Pleas, or any other Court of competent jurisdiction.

8.0312 PROCEDURAL RIGHTS: Any teacher with four (4) or less years of teaching experience in the district will be granted the same due process rights for timelines for observations and evaluation as outlined in 8.0121. A procedural error will apply only to the current limited contract. Procedural errors may be subject to the grievance procedure and the Court of Common Pleas.

8.032 LIMITED CONTRACT NON-RENEWAL AFTER FOUR (4) YEAR PROBATIONARY PERIOD: Limited contract teachers who have met the four (4) year probationary period shall be non-renewed for only good and just cause. All principles of due process shall be afforded the bargaining unit member who is non-renewed under this provision. All limited contract teachers who have met the four-year probationary period shall receive, starting with the fifth year, three (3) year limited contracts.

8.0321 NON-RENEWAL OF TEACHER WITH MORE THAN FOUR (4) YEARS OF EXPERIENCE: The non-renewal of a teacher with more than four (4) years' experience in the District, upon the expiration of the limited contract after the one in effect on September 1, 1998, will be subject to either the grievance and arbitration provisions of the Agreement, or an appeal filed in Clark County Court of Common Pleas, but not both.

- **8.04 QUALIFYING FOR TENURE UNDER LIMITED CONTACT:** Any bargaining unit member who is serving a multi-year limited contract and qualifies for a continuing contract during said time may be recommended for continuing contract status upon written request to the Superintendent for same. If it is the intent of the Superintendent to not recommend continuing contract status, the Superintendent will notify the teacher of his/her decision, and the teacher may withdraw the request. The refusal of the Superintendent to recommend a continuing contract while an employee is serving under a multi-year limited contract is not grievable.
- **8.05 CONTINUING CONTRACT EXCLUSION:** No provision of this section shall be applicable to any teacher who has a continuing contract. Any action taken by the Board against any continuing contract shall be in accordance with O.R.C. 3319.16 and 3319.161. Any bargaining unit member who possesses a continuing contract on December 1, 1994 shall not have his/her contract terminated other than the reasons set forth in Ohio Revised Code 3319.16 on December 1, 1994.

ARTICLE NINE DISCIPLINE

9.01 PROGRESSIVE REPRIMAND PROCEDURE: It shall be the goal of the administration to issue reprimands only as a last resort. If, however, a reprimand is necessary, the basic concepts of just

cause, privacy, and due process shall be maintained at each level of any reprimand. Reprimands must be handled in a professional manner.

- **9.011 DUE PROCESS AND JUST CAUSE:** Reprimands shall be progressive in nature when appropriate. If a staff member is charged with a violation which would be initiated at a higher level, due process and just cause shall be afforded the staff member. Only violations deemed of a serious nature by the Superintendent or Assistant Superintendent shall be initiated at a higher level.
- **9.012 SUSPENSION ONLY BY SUPERINTENDENT:** Only the Superintendent has the right to suspend a staff member's contract with pay. The suspension shall be for no more than five (5) working days. In the event of a suspension, the staff member shall have the right to appeal to the Board as through the grievance procedure. Paid suspensions will not interrupt the continuous service of the employee.
- **9.013 UNPAID SUSPENSION:** Only the Board_has the right to suspend a staff member's contract without pay. The suspension shall be-for no more than five (5) working days. In the event of a suspension, the staff member shall have-the right to appeal to the Board as through the grievance procedure. If the Board rejects the-suspension, back pay will be made.

9.0131 PROGRESSIVE STEPS OF REPRIMAND: Progressive Steps of Reprimand:

9.01311 Verbal reprimand with Association representative present;

9.01312 Written;

9.01313 Suspension with pay;

9.01314 Suspension without pay; and,

9.01315 Termination.

- **9.014 WRITTEN REPRIMAND:** Reprimands at steps 9.0132 through 9.0135 shall be in writing and submitted to the staff member.
- **9.015 REPRESENTATION:** Any certificated staff member shall have the right to representation at any level.
- **9.016 REMOVAL OF REPRIMANDS FROM FILE:** An employee may request the nullification of any written reprimand or warning contained in his or her personnel file after five (5) years. Such request shall be made to the Superintendent or designee in writing. Upon receipt of such request, the Superintendent or designee shall schedule a conference with the employee to review the matter. The employee may be accompanied at this meeting by a representative of the Union. If the Superintendent or designee agrees to the nullification, the Superintendent or designee shall prepare a memorandum of nullification and affix it to the reprimand or warning in the employee's personnel file. Nullified reprimand or warnings shall not be considered in the imposition of subsequent discipline or termination action taken against the employee.
 - **9.0161 REPRIMAND REMOVAL**: Nothing in this article shall prevent an employee from challenging a written letter of reprimand on a timely basis, consistent with this agreement.

- **9.017 REPRIMAND STATUS:** While reprimands may be a part of the evaluation process, classroom instruction shall be the main focus of evaluation.
- **9.018 CONTRACT STATUS OF TENURED TEACHERS:** The contract status of tenured teachers shall be addressed under O.R.C. 3319.16, 3319.161 and other applicable 0. R.C. only.

ARTICLE 10 REDUCTION IN FORCE

- **10.01 REASON FOR REDUCTION IN FORCE:** When it would become necessary for the Board to make a reasonable reduction of instructional staff by suspending teachers' contracts, the following shall be applied.
- **10.02 ATTRITION**: Reductions shall be made through attrition prior to initiating a reduction in force, unless the Superintendent in his sole discretion, determines that any vacancy needs to be filled.
- **10.03 ORDER OF CONTRACT SUSPENSION:** Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:
 - **10.031** Any reduction will first be made by reducing limited contract teachers before continuing contract teachers, regardless of evaluation rating or seniority.
 - **10.032** Reduction will then be made by teaching field, using comparable evaluations, instead of seniority, as a basis for reduction, as follows:
 - a. Ineffective Category #1 (first to be reduced)
 - b. Skilled and Developing Category #2 (second to be reduced)
 - c. Accomplished Category #3 (last to be reduced)
 - **10.033 SENIORITY LIST BY TEACHING FIELD:** All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
- **10.04 SENIORITY DEFINED:** Seniority will be defined as the length of continuous service as a certificated employee under regular contract in this district.
 - **10.041 TIME ON LEAVE:** Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
 - **10.042 TIE IN SENIORITY:** If two (2) or more teachers have spent the same length of continuous service, seniority will be determined by:
 - **10.0421** The date of the board meeting at which the teacher was hired, and then by;
 - **10.0422** The date the teacher signed his/her initial employment contract in the district, and then by:
 - **10.0423** Any remaining ties will be broken by lot.

- **10.05 DISPLACEMENT RIGHTS:** A teacher whose contract is to be suspended, and who has an additional license / certificate in another teaching field may elect to displace a teacher with a comparable evaluation rating who has less seniority in that teaching field in accordance with Article 9.03 above.
- **10.06 RECALL RIGHTS:** The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Teachers on the recall list will have the following rights:
 - **10.061 NO NEW HIRES:** No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy.
 - **10.062 ORDER OF RECALL:** Teachers on the recall list will be recalled in reverse order of layoff, with continuing contract teachers having preference over limited contract teachers, regardless of evaluation rating.
 - **10.0621** Teachers in each teaching field will be recalled based upon comparable evaluation rating as follows:
 - a. Accomplished (first to be recalled)
 - b. Skilled and Developing (second to be recalled)
 - c. Ineffective (last to be recalled)
 - **10.0622** In the event that two teachers in an affected teaching field have the same comparable evaluation rating, seniority will be utilized for recall.
 - **10.063 NOTIFICATION OF RECALL:** If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within five (5) working days, upon receipt. The vacant position will be awarded in accordance with 9.062 above. Any teacher who fails to respond within five (5) working days upon receipt, or who declines to accept the position, will forfeit all recall rights.
 - **10.064 RIGHTS UPON RETURN FROM REDUCTION IN FORCE:** A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

ARTICLE ELEVEN LEAVES OF ABSENCE

11.01 SICK LEAVE:

- **11.011 ACCUMULATION (SICK LEAVE):** The maximum number of sick days' accumulation for the life of this contract shall be 280 days.
- 11.012 USE OF SICK LEAVE: Such accumulated sick leave may be used for exposure to contagious disease, complications due to pregnancy, funeral, illness or injury of the employee or member of the immediate family (children, stepchildren, father, mother, step-parent, sister, brother, husband, wife, parent-in-law, brother and sister-in-law, daughter and son-in-law, grandparents of either spouse or any relative living in the household) without limitation, provided documentation for reasonable cause is submitted as required by state statute. Use of sick leave for personal illness, in excess of eight (8) days in a school year will require

submission of a statement of a physician's visit for each subsequent sick leave day used during the year.

- **11.013 BEREAVEMENT LEAVE:** Each employee may have up to three (3) days per contract year of his/her sick leave to attend the funeral of a close friend or acquaintance. Said leave shall be approved by the Superintendent on an individual needs basis.
- **11.014 MAINTAINING MAXIMUM ACCUMULATION:** When an employee earns the maximum accumulated sick leave days and earns leave at one and one fourth (1-1/4) days per month up to fifteen (15) more and the employee does not use more than is earned per month, the district's record keeping system will show no less than the maximum accumulation possible.

Examples for illustration only:

- **11.0141** An employee has earned the maximum two hundred eighty (280) days and is ill two (2) days in September, the maximum will not drop below two hundred and eighty (280) due to the employee earning one and one-fourth (1-1/4) days in July and August.
- **11.0142** If an employee has earned the maximum two hundred and ninety-five (295) days and is ill twenty-five (25) days during the school year, the maximum will drop to two hundred and seventy (270) days.
- **11.015 SICK LEAVE ADVANCE**: All full-time employees may be advanced up to five (5) days of sick leave which are not yet earned. Time shall remain in the current year to earn the sick leave days advanced. Employees will be required to reimburse the district for any days advanced, that not enough days were worked to earn back the advanced days, when an employee's service to the district is terminated by the employee or by the district and prior to any severance payments being made or final check released.
- **11.016 MINIMUM USE OF SICK LEAVE:** Sick leave will be deducted in multiples of one-half (1/2) day.
- **11.017 TRANSFER OF SICK LEAVE UPON EMPLOYMENT:** Any member having an accumulated sick leave balance through employment with a public agency in the state of Ohio that was accumulated within ten (10) years prior to the date of employment with the District is eligible to transfer the balance of such accumulated sick leave up to a maximum of 280 days to the member's credit in the District pursuant to the provisions of O.R.C. 3319.141.
- 11.018 Sick Leave will not be deducted from an employee's accumulated sick leave balance if the corresponding day was cancelled due to weather conditions or other public calamity on calamity day one (1) or two (2) of the school year. Sick Leave will be deducted from the employee's accumulated Sick Leave balance proportional to the expected hours of work, if the corresponding school day was cancelled due to weather conditions or other public calamity for calamity days three (3) through five (5) of the school year. Sick Leave will not be deducted from an employee's accumulated Sick Leave balance if the corresponding day was cancelled due to weather conditions or other public calamity on calamity days beyond day five (5) or for a Level 3 Emergency.

11.02 PERSONAL LEAVE:

11.021 ACCUMULATION (PERSONAL LEAVE): Three (3) days of personal leave per year shall be available to each member upon approval of the Building Principal, at least twenty-four (24) hours in advance, except in an emergency

- **11.022 ABUSE OF PERSONAL LEAVE:** Abuse of the following provisions may constitute grounds for disciplinary action (Article VII, Section 7.07), and could include dismissal.
- 11.023 UNRESTRICTED USE: The use shall be unrestricted except for the following:
 - **11.0231** Personal leave shall not be used for gainful employment.
 - **11.0232** Personal leave shall not be used for lengthening vacations (unless extreme emergency conditions exist, such as travel conditions).
 - **11.0233** If more than two (2) teachers in any individual school with a Principal request the same day for Personal Leave, the Principal's decision will be based upon the reasonable management of schools (more than two (2) may be granted).
 - **11.0234** It is important that the staff be present on in-service and teacher work days. A minimal number of personal days may be used on these days.
- **11.024 PERSONAL LEAVE NOT DEDUCTED FROM SICK LEAVE:** Personal leave days shall not be deducted from sick leave accumulation and no salary deduction shall be made.
- 11.025 Personal Leave will not be deducted from an employee's accumulated Personal Leave balance if the corresponding day was cancelled due to weather conditions or other public calamity on calamity day one (1) or two (2) of the school year. Personal Leave will be deducted from the employee's accumulated Personal Leave balance proportional to the expected hours of work, if the corresponding school day was cancelled due to weather conditions or other public calamity for calamity days three (3) through five (5) of the school year. Personal Leave will not be deducted from an employee's accumulated Personal Leave balance if the corresponding day was cancelled due to weather conditions or other public calamity on calamity days beyond day five (5) or for a Level 3 Emergency.
- **11.03 ASSAULT LEAVE:** Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical or mental disability resulting from physical assault under the following conditions:
 - **11.031 LENGTH OF PAID LEAVE:** Any certificated teacher who must be absent from his or her duties due to physical or mental disability resulting from a physical assault by a student or the parent or legal guardian of a student of this system, while teaching or in school-related activities, on or off school premises before, during or after school hours, will be paid his or her full scheduled compensation for a maximum period of thirty (30) days.
 - **11.032 DISABILITY RETIREMENT:** If permanently disabled, the teacher must apply for disability retirement, and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."
 - 11.033 STATEMENT OF ASSAULT: Before assault leave can be approved, the teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the physical assault and the cause thereof, including the location and time of the assault, name and address of victims and witnesses, if known. If medical attention is required or sought, the teacher shall also furnish to the Superintendent a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio.

- **11.034 FALSIFICATION:** Falsification of either the written, signed statement of the events or circumstances surrounding the physical assault or the physician's statement shall be grounds for suspension or termination of employment under 3319.16 O. R.C.
- **11.035 ASSAULT LEAVE NOT CHARGED TO SICK LEAVE:** Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the teacher or leave granted under regulations adopted by the Board, pursuant to 3319.08 O.R.C., or any other leave to which the teacher is entitled.
- **11.04 ADOPTIVE. PARENT, CHILD CARE, MATERNITY/PATERNITY LEAVE OF ABSENCE:** The Board shall grant a staff member who has at least thirty (30) accumulated Sick Leave days an adoptive, parent, child care and/or maternity/paternity leave of absence, with pay, utilizing sick leave, for thirty (30) working days upon proper certification.
 - **11.041 EXTENDED LEAVE:** An employee may request an extended leave of absence without pay for the purpose of adoption, parent, child care and/or maternity/paternity in addition to that provided in Section 11.04 herein. Such request must be submitted to the Superintendent at least thirty (30) days prior to the start of the requested leave of absence except in emergency situations. The request shall state the length of absence desired by the employee.
 - **11.042 DURATION OF LEAVE:** The duration of the leave of absence shall be no longer than one (1) year but may be renewed by the Board upon request of the teacher.
 - **11.043 NOTIFICATION OF RETURN:** The teacher shall notify the Superintendent of intent to return from leave not later than April 1, if the intent is to return at the beginning of the new school year. If the Superintendent is not notified, the Board may assume the teacher will not return.
 - **11.044 EARLY RETURN FROM LEAVE:** At the discretion of the Board and upon the recommendation of the Superintendent, an adoptive, parent, child care leave requested and granted may be curtailed or terminated prior to the expiration of the full term for which the Board granted the leave in case of interrupted pregnancy or death or recovery of the child, or other circumstances eliminating the necessity for such leave. Such action shall be taken only after a doctor certifies that the employee is in good health and able to resume his or her full duties. A return to some form of part-time or limited service shall be permitted by mutual agreement.
 - **11.045 CONTINUING CONTRACT STATUS/ANNUAL SALARY INCREMENT:** The continuing contract status of any such employee shall not be adversely affected by adoptive/parent/child care leave, but the normal annual salary increment shall not be granted unless one hundred and twenty (120) days of the contract have been fulfilled.
 - **11.046 CONTINUATION OF BENEFITS:** Such staff member may continue participation in group benefit plans, with the exception of term life insurance, at his or her expense. Appropriate arrangements shall be made with the treasurer to continue in such plans prior to the beginning of such leave.
 - **11.047 REINSTATEMENT RIGHTS:** Teachers taking leave pursuant to this section (11.04 through 11.046) who return from such leave within the same student academic year in which leave is taken will be reinstated to the original position. Teachers taking leave pursuant to this section (11.04 through 11.046) who return from such leave outside of the student academic year in which leave is taken will be reinstated to a similar or same position within his/her certification area.

- **11.05 MILITARY LEAVE:** Any regular member who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. Such members shall be reinstated into the school system with annual increments of up to five years' credit towards the salary schedule, upon written request supported by competent proof that they are fully qualified to perform the duties of the position. The application for reinstatement shall be made within a reasonable time.
- **11.06 PROFESSIONAL STUDY LEAVE:** A leave of absence without pay or benefits for professional or educational purposes may be granted by the Board upon receipt of a written request. The request shall contain the inclusive dates for a leave period and a plan for the professional or educational program.
 - **11.061 RESTRICTIONS:** The Board may not grant such a leave unless there is available a satisfactory substitute; nor grant such leaves to more than five (5) percent of the professional staff at any one time; nor grant a leave longer than one (1) school year; nor grant a leave to any teacher more often than once for each five (5) years of service; *nor* grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.
 - **11.062 NOTIFICATION OF RETURN FROM LEAVE**: The employee shall notify the Superintendent in writing by April 1 prior to returning to the school district.
 - **11.063 EVIDENCE OF PROFESSIONAL STUDY LEAVE:** Upon returning, the employee shall give evidence in writing that the plan submitted at the time of the request was followed.

11.07 JURY DUTY AND COURT SERVICES:

- **11.071 JURY DUTY:** When a member is called for jury service, he/she shall give his/her immediate supervisor notice and the Board will reimburse the teacher his/her regular pay. The teacher shall retain the stipend received for serving on jury duty to cover the expenses for transportation, meals, and room. The employee shall provide proof of having served.
- **11.072 SUBPOENA AS WITNESS:** When a teacher under contract is subpoenaed to serve as a witness in a court action in a proceeding directly related to his/her job, he/she shall be given a leave of absence with pay for the actual time required for such court appearance. The teacher shall retain any stipend received for court service to cover for the expenses for transportation, meals, and room. The employee shall provide proof of receiving the subpoena and proof of having served. It is the responsibility of the teacher to collect for his/her court services.
- 11.073 COURT DUTY ARISING FROM EMPLOYMENT: When a teacher is involved in a court action arising from his/her employment, except on court action adverse to the District, he/she shall be given a leave of absence with pay for the time required. (This section, however, shall in no way prevent the Board from its right to suspend or terminate a teacher's contract without pay.)
- 11.08 FAMILY AND MEDICAL LEAVE ACT: Teachers who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which a teacher is entitled under the FMLA shall run consecutively with existing leave benefits.

11.09 SICK LEAVE BANK:

- **11.091 PURPOSE:** The purpose of the Sick Leave Bank, hereinafter referred to as the 'SLB' is to provide paid days for serious personal illness or family illness to contributors to the SLB who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness. Withdrawals will be limited to participating employees for use only in cases of illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the SLB Committee.
 - **11.0911 ENROLLMENT PERIOD:** Members may enroll in the SLB, during the enrollment period, which shall be during the month of September of each school year.
 - **11.09111 DAYS ALLOWED TO DONATE -** Upon enrollment, a member shall contribute two (2) of his/her accumulated sick days to the Bank. Days contributed to the SLB are non-returnable.
 - **11.09112 CONTINUOUS MEMBERSHIP IN SLB** Enrollment in the SLB shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the SLBC of his/her intent to withdraw.
- **11.092 SLB COMMITTEE:** The SLBC shall be composed as follows:
 - **11.0921** A member of the Association's Executive Committee to serve as a chair person.
 - **11.0922** Three (3) members appointed by the Association President.
- **11.093 SLBC RESPONSIBILITIES:** The SLBC shall review and approve or deny by a majority vote all applications to the SLB. The chairperson shall vote only in the case of a tie vote. The SLBC shall also determine the necessity for additional contributions to the SLB and shall notify SLB members of the need for said contributions.
 - **11.0931 REPORTING INFORMATION:** The SLBC shall be responsible for reporting data concerning the SLB to the Board Treasurer.
 - **11.0932 FINALITY OF SLBC:** Decisions of the SLBC are final and are not grievable.
- **11.094 ANNUAL REVIEW OF SLBC:** The SLBC shall review the operation of the SLB annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board. Such changes shall be voted upon by the Executive Committee of the Association.

11.095 GENERAL PROCEDURES

- **11.0951** Application for withdrawal from the SLB will be accepted only from those individuals who have contributed to the Bank.
- **11.0952** Withdrawals will be limited to use for serious personal illness and serious illness in the immediate family. A doctor's statement is required with the application in order for the request to be considered.

- **11.0953** An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances.
- **11.0954** Days withdrawn from the SLB will be paid at one hundred (100) percent of the member's daily rate of pay.
- **11.0955** Once qualified to receive a withdrawal from the SLB, the maximum number of days a member may receive from the SLB shall not exceed thirty (30) days per year. Withdrawals from the SLB shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.
- **11.0956** Withdrawal from the SLB will be made only for absences under a member's normal teaching contract. Withdrawals will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by full-time contracted member.
- **11.0957** Days may not be received from the SLB for absences due to childbirth (natural or Cesarean section).
- **11.0958** Days may not be received from the SLB for absences due to disabilities which qualify the member for Workers Compensation personal benefits or disability retirement.
- **11.0959** Whenever the total number of available days in the SLB falls below fifteen (15) days, the SBC may require the SLB enrollees to donate up to one (1) additional day of their accumulated sick days to the SLB.
 - **11.09591** Contributions to the SLB shall not count against a member's record of perfect attendance.
 - **11.09592** Members withdrawing days from the bank will be required to return days to the bank. Each time the withdrawing member's sick leave balance reaches ten (10) days, the member will be required to return two (2) days to the bank until the days are repaid.
 - **11.09593** Members who have withdrawn days from the bank and leave Northeastern, will only be able to transfer his/her sick leave balance to the new school of employment less the days owed to the SLB.
 - **11.09594** Members who have withdrawn from the bank will receive severance pay on the balance of sick leave days less the days owed to the SLB.
- **11.096 POLICIES OF SICK LEAVE BANK:** The Association shall provide the Treasurer with a copy of the policies of the Association's sick leave bank.
- **11.097 NUMBER OF DAYS TO BE DONATED TO BANK:** No bargaining unit member will be permitted to donate a sick leave day to the sick leave bank which is in excess of the maximum allowable accumulated sick leave days.
- **11.098 TRANSFER OF DAYS:** The Association shall give the Board Treasurer notice of the number of days to be transferred from the donor to the affected employee.

11.10 UNPAID LEAVE:

11.101 Members will not accrue sick leave when on Unpaid leave.

ARTICLE TWELVE COMPENSATION AND PAYROLL PRACTICES

12.01 SALARY SCHEDULE

FINANCIAL: Salary Schedules are at the end of the contract.

Effective for the 2017 – 2018 school year, the base salary shall be increased by 1.25% Effective for the 2018 – 2019 school year, the base salary shall be increased by 1%

Additionally, all experience and longevity steps will be awarded for the 2017-2018 school year, 2018-2019 school year.

12.011 DIRECT PAYROLL DEPOSIT: By August 1, 2001 any current bargaining unit member shall have the right to elect to be paid by direct payroll deposit. All new certificated employees after August 1, 2001 will be required to participate in direct payroll deposit. All certificated employees who choose direct deposit shall receive a non-negotiable check at their building, or receive an email, showing their direct deposit. A consistent check (regular or non-negotiable) distribution policy will be set up at each building which establishes check security.

12.02 SALARY SCHEDULE INFORMATION

12.021 TRAINING CLASSIFICATIONS:

TRAINING CLASSIFICATIONS			CONTRACT CLASS
	CLASS I	Bachelor's Degree	BS
	CLASS 11	Bachelor's Degree Plus 10 Semester Hours of Graduate Credit	BS + 10
	CLASS III	150 Semester Hours with a Bachelor's Degree or Bachelors Degree Plus 20 Semester Hours of Graduate Credit	BS +20
	CLASS IV	Master's Degree	MA
	CLASS V	Master's Degree Plus 15 Semester Hours of Graduate Credit	MA+ 15
	CLASS VI	Master's Degree plus 25 Semester Hours of Graduate Credit	MA +25

12.03 EXTRA CURRICULAR ACTIVITIES (PAID):

12.031 ADDITION OF EXTRA-CURRICULAR ACTIVITY: Upon recommendation of an acceptable sponsor and approval of the building principal and Superintendent, the Superintendent shall recommend to the Board that an additional extra-curricular activity is added.

- **12.032 WRITTEN SUPPLEMENTAL LIMITED CONTRACT:** Except for administrative discretionary funds, all members assigned additional responsibilities and/or granted additional compensation for such responsibilities shall be given a written supplemental limited contract that is in addition to their regular contract.
- **12.033 OFFERING OF SUPPLEMENTAL CONTRACTS:** Nothing herein contained shall be construed to prohibit the Board from offering a supplemental contract to any member, such additional time to be paid at the rate as established by this agreement, provided that no member shall be required to accept a supplemental contract. Nor shall anything herein contained be construed to prohibit the addition or deletion of supplemental contract categories to the schedule. Salary for such positions shall be a matter for bargaining.
- **12.034 BARGAINING UNIT PREFERENCE (SUPPLEMENTAL CONTRACTS):** Supplemental positions shall be offered to members of the bargaining unit prior to any notice of openings made outside the unit. A member of the bargaining unit, who is qualified as determined by the Superintendent, applying for a vacant supplemental position shall be awarded the position in lieu of an individual not a member of the bargaining unit.
- **12.035 SUPPLEMENTAL SALARY CALCULATION:** The salary for supplemental positions listed on the schedule shall be determined by multiplying the percent times the Bachelor's Degree, Step 0.
- **12.036 EXTRA-CURRICULAR/ATHLETIC POSITIONS:** The Extra Curricular/Athletic position compensation is paid solely for time out side of the school day. While "school time" might be used for a portion of the activity (depending on the position), substantial and appropriate time outside of the school day is a requirement.
- **12.037 EXTRA-CURRICULAR/ATHLETIC EXPERIENCE RAISES:** Extracurricular experience raises are intended to encourage and reward coaches/advisors for remaining in their current coaching/advising positions. Experience is counted specifically for that position/level sport. Changing coaching/advising positions, even if in the same sport/activity, or between girls and boys sports/activities, returns the coach/advisor to the no experience level. Experience credits are transferable to another building for the same position/level/sport. The years do not have to be consecutive.
 - **12.0371** Both experience credits are calculated on the extra-curricular base salary only.
 - **12.0372** The first experience raise shall be granted after the completion of three (3) years in one coaching/advising position. The raise shall be an increase of ten percent (1 0%) of the current extracurricular base salary for that position.
 - **12.0373** The second raise shall be under the same conditions as the first raise, after the completion of the fifth year of service. The raise shall be a second ten percent (10%) of the current extracurricular base salary for that position.
 - **12.0374** It is the responsibility of each individual coach/advisor to notify the Treasurer's office when he/she is eligible for either of the experience raises.
- **12.038 EXTRA DUTY SALARY SCHEDULE, ATHLETIC:** These amounts shall be adjusted to reflect the increases reflected on the base increases of the negotiations of the teacher salary schedule effective as of July I of the given contractual year.
- **12.04 LENGTH OF SPORT SEASON:** The length of each sport season is as determined by the Board according to the Ohio High School Athletic Association and uniform school policy.

12.05 EXTRA DUTY SALARY SCHEDULE: (Follows at the end of the contract)

12.051 RESIDENT EDUCATOR PROGRAM:

12.0511 One (1) Mentor to One (1) Mentee Resident Educator – Year One (1): The Mentor shall be compensated at \$750.00.

12.05111 The Mentor shall be given release time, at his/her determination, up to a maximum of six (6) half days per year when the program coordinator determines that release time is needed.

12.0512 Mentors with two (2) Year One (1) Mentees – Year One (1): Ideally, each Mentor shall not have more than one (1) Mentee; however, when this is not possible, a Mentor may take a second Mentee but can never have more than two (2) Mentees.

12.05121 The Mentor who has two (2) Mentees shall be compensated at the rate of \$1,000.00 per year to be paid in one (1) installment upon completion of the Mentor's responsibilities as approved by the program coordinator. The payment shall be made through payroll.

12.05122 The Mentor shall be given release time, at the program coordinator's determination, up to a maximum of six (6) half days per school year.

12.0513 Mentors with Year Two (2) Mentees will be compensated at a rate of \$1,500.00 for a cohort of Resident Educators.

12.0514 Mentors with Year Three (3) Resident Educators will be compensated at a rate of \$1,000.00 for assisting Resident Educators with RESA. This is inclusive of all support role functions.

12.0515 Mentors with Year Four (4) Resident Educators will be compensated at a rate of \$1,000.00 for assisting Resident Educators with RESA due to repeating the program. This is inclusive of all support role functions.

12.0616 In order to receive compensation as a Mentor, the Mentor must meet the following criteria:

- a. Possess a 5-year professional license or a two-year provisional license that has been renewed two or more times:
- b. Five years of teaching experience within the District is preferred;
- c. Demonstrate recent classroom experiences within the last five years;
- d. Successfully complete both instructional mentoring and Resident Educator-1 state sponsored mentor training and
- e. Be assigned to the same building whenever possible within the District as their mentee(s).

12.06 PAYROLL PRACTICES:

12.061 JANUARY PAYROLL: The January payroll checks shall not be dated for December of the previous year.

- **12.062 PAY DATES:** A calendar with pay days identified shall be distributed to employees in the district.
- **12.063 PAY CHECK DISTRIBUTION ON HOLIDAYS:** When schools are closed for one (1) day scheduled holiday and Thanksgiving which falls on a pay day, checks shall be distributed the day before the holiday.
- **12.064 TWENTY-SIX (26) PAY PERIODS:** The contract year shall be divided into twenty-six (26) equal pay periods.
- **12.065 FCPE:** Upon request by the bargaining unit member, the board shall deduct the amount so designated by the employee for FCPE.
- **12.07 HOME TUTOR PAY:** The hourly rate to be paid to home tutors shall be no less than the amount determined by the following formula: Hourly rate = District base salary X .0007
- **12.08 ATTENDANCE INCENTIVE:** Twice a year a stipend of \$100 will be made to each teacher who has perfect attendance for a portion of the year. The first period begins with the teacher workdays in August and ends on January 15. The second time period begins January 16 and ends after the final teacher workday at the end of the year. Part-time teachers will be pro-rated. It is the employee's responsibility to inform the business office that they qualify for the stipend. Notification to Central Office must be made within 30 days of qualifying for the attendance incentive.

All absences from work count against perfect attendance except for the following:

Funeral of immediate family member Jury duty Job required court appearance Professional Leave

- **12.081 CONVERTING PERSONAL LEAVE TO SICK LEAVE:** At the end of each school year, each individual's personal leave hours not used shall be converted to sick leave hours.
- 12.09 STRS CREDIT FOR WORK ON BEHALF OF A TEACHER PROFESSIONAL ORGANIZATION: Association members or leaders shall be entitled to be paid by the Association and/or any of its state or national affiliates for service to or on behalf of the Association. Any compensation that an Association member receives from the Association and/or its affiliates for such service shall be subject to the provisions of the Ohio Administrative Rule 3307-6-02 for all Association service on or after July 1, 2004. Contributions shall be made by the Association member(s) to the State Teachers Retirement System of Ohio, at no cost to the Board of Education.
- **12.10 FINGERPRINTING:** Fingerprinting done as a requirement for employment, may be processed at the Board office. The Board shall pay 50 (fifty) % of the cost of any such fingerprinting done at the Board office.

ARTICLE THIRTEEN FRINGE BENEFITS

- **13.01 FULL-TIME STAFF MEMBER DEFINED:** For purposes of this Article, full-time staff members are those who are under contract to work six (6) or more hours per work day.
 - **13.011 FULL-TIME STAFF MEMBER BENEFITS:** A full-time staff member receives in addition to salary described in article 12, the following:
 - **13.0111** A single or family vision policy.

- **13.0112** A term life policy with accidental death and dismemberment.
- **13.012 FULL-TIME STAFF MEMBER BENEFIT OPTIONS:** A full-time staff member may elect to receive in addition to the above, the following benefits:
 - **13.0121** Employed before July 1, 2005, a single health insurance policy at a cost of one (\$1) dollar per year or eighty-five (85%) of the cost of a family policy which includes prescription drugs. Any newly-hired bargaining unit member who selects single health insurance coverage, which also includes prescription drugs, will receive that benefit at 90% of the cost of the Core Plan.
 - **13.0122** A single dental policy or 65% toward a family policy.

13.02 PART-TIME STAFF MEMBER:

- **13.021 PART-TIME STAFF MEMBER WORKING FIVE (5) HOURS OR MORE:** A part-time staff working five (5) hours or more per day {minimum of 25 hours per week} may participate in health, dental, and prescription drug coverage at 50% of the amount paid by the board for full-time employees for single or family coverage, through payroll deductions.
- **13.022 PART-TIME STAFF MEMBER WORKING LESS THAN FIVE HOURS:** A part-time staff member working less than 5 hours per day (less than 25 hours per week) may participate in health, dental, and prescription drug coverage by paying 100% of the total cost to the board for single or family coverage, through payroll deduction.
- **13.03 INSURANCE PROGRAMS:** Effective during the period of this Master Contract, the stated insurance programs shall be available for all members of the bargaining unit as specified with the elimination of the High Plan effective July 1, 2017. Core Insurance Program change effective January 1, 2018 to PPO II (deductible = \$200 single/\$400 family; coinsurance = 90/10; out of pocket maximum = \$1,000 single/\$2,000 family).
 - **13.031 OPEN ENROLLMENT:** Notification regarding the open enrollment period will be posted in each school building prior to and during the open enrollment period.
 - **13.032 CHANGE OF CARRIERS/EQUIVALENT COVERAGE:** All insurance provided shall be subject to the conditions set forth in any insurance contract secured by the Board, provided, however, if the Board elects to change carriers, the coverage shall be equivalent to that described below.
 - **13.033 EMPLOYEE CHANGE IN COVERAGE (I.E., SINGLE TO FAMILY):** Vision and Life Insurance coverage for a new regular teacher becomes effective their first working day on the payroll. Health and Dental Insurance coverage becomes effective after a thirty day (30) waiting period. In the event a teacher desires to change coverage (i.e., single to family) the teacher must file an application with the Treasurer. The effective date of change will be the date such change is accepted by the carrier.
 - 13.034 CONTINUATION OF BENEFITS: The above insurance shall be continued for any eligible teacher member who pays the member's portion when such teacher is on the active working payroll, compensated sick leave, FMLA, compensated leave of absence, non-compensated approved leave of absence of less than thirty (30) days, disability leave of absence of less than thirty (30) days, or until such teacher either resigns their employment status ends by virtue of retirement or any other action ending employment including, but not limited to, non-renewal and/or termination. Teachers on non-compensated approved leave of

absence (including disability leave of absence) of over thirty (30) days' duration or on lay-off under a suspended contract who desire to continue medical insurance may do so under the Federal Regulations of COBRA.

- **13.035 EMPLOYEE OPTION (NEGOTIATED INSURANCE PROGRAM OR PREPAID GROUP PRACTICE PLAN):** Each individual member of the bargaining unit shall have the option of subscribing to either the negotiated insurance program or the prepaid group practice plan. This may be done only once a year at a designated time. If the monthly cost of the prepaid group practice plan is more than the negotiated insurance program, the individual shall be responsible for paying the difference. The Board shall not be responsible for paying any more per individual member of the bargaining unit toward his/her prepaid group practice program than is paid toward his/her negotiated insurance coverage.
- **13.036 INSURANCE OPT-OUT** A new employee may elect to not join in, or an employee currently enrolled may withdraw participation from, the district's health benefits program. If such an election is taken, the employee may choose one of the two following provisions:
 - a. Provision of nine hundred dollars (\$900) annually for non-participation in the family plan. (The employee must provide proof of a qualifying family member) **or**
 - b. Provision of four hundred dollars (\$400) non-participation in the single plan.

These provisions are payable in the second paycheck of June of the qualifying year.

- 13.037 INSURANCE COMMITTEE: In order to facilitate an understanding of current employee insurance coverages and to periodically explore the market place for improved coverages and/or reduced costs, an Insurance Study Committee will be established by the Board and the Northeastern Local Education Association and the Northeastern Local Association of School Employees. Each group will appoint up to three (3) representatives to serve on this committee. The Insurance Study Committee will establish its own rules for meeting and operations. The committee will have the authority to analyze and review benefits plans and screen different plans for recommendation to the parties. The Board shall retain the authority to accept, reject or modify the Committee's recommendation. In no instance, shall any confidential medical information be viewed by the Committee
- **13.04 HOSPITALIZATION:** The Board shall notify employees annually of the open periods of the benefits noted below.

13.041 COVERAGE SPECIFICATIONS:

- **13.0411** Organ transplant rider that covers any and all transplants. This adds heart, lung, liver and pancreas to the current coverage.
- **13.0412** Lifetime maximum of \$1,000,000 on the major medical.
- **13.0413** UCR's to be set by the HAIA tables according to the zip code of the provider.
- **13.05 PRESCRIPTION DRUG:** Prescription drug coverage is part of the health coverage. The program will include a \$10, \$20, \$30 CORE Plan.
- **13.06 LIFE INSURANCE:** Term life insurance will be twenty-five thousand dollars (\$25,000) with an additional ten (\$10,000) for those employees with twenty-five (25) years or more of total teaching

experience. Accidental death and dismemberment and conversion rights shall be included if provided by the carrier.

- **STUDENT TUITION:** Members who have legal custody of a student shall be entitled to enroll such student in the Northeastern School District with no tuition cost to the member through the District's open enrollment policy. Should space through open enrollment not be available, the member shall be entitled to enroll such student with no tuition cost to the member provided such enrollment occurs before the first day of the applicable school year. Transportation will be the same as other students.
- **13.08 STRS EMPLOYEE PICK UP:** The Board agrees to facilitate the State Teachers' Retirement System Employee Pick Up, effective January 1, 1984, according to the rules and regulations as established by said retirement system and at no cost to the Board.
- **13.09 SEVERANCE PAY:** Severance pay will be provided to each employee who retires upon proper notification, entrance and acceptance into appropriate State Retirement System. Such pay shall be paid only once and shall be considered to eliminate all sick leave credit accrued by the employee at that time.
 - **13.091 SCHEDULE OF PAYMENT:** Such pay shall be paid in the first full month following the effective date of retirement and final pay period of the current contract as follows:
 - **13.0911** Payment shall be computed on the per diem rate of the retiring employee's current contract, not to include supplemental contracts.
 - **13.0912** Each employee shall be paid twenty-eight (28%) of the unused accumulated sick leave days based upon the maximum accumulation possible at the time of retirement.
 - **13.092 REQUEST FOR SEVERANCE PAY:** To implement the above, the certificated employee shall provide the Treasurer of the school district proof of acceptance in the State Teacher Retirement System and a written request for severance pay.
 - **13.0921** Payment of severance shall be made upon the request of the employee. Payment must be made within seventy-five (75) days or December 31st, whichever is later. The retiring employee may elect to collect severance in one lump sum or the unit member may direct that any portion or all of the severance pay be transferred in his/her tax-sheltered annuity (TSA) in accordance with Internal Revenue regulations. If the member's total severance pay exceeds the amount to be transferred to the member's TSA, the balance will be paid to the unit member.

In each of the two above instances. The TSA company must certify to the district treasurer that the amount the unit member requests to be contributed to their TSA is within legal limits.

- **13.10 TUITION REIMBURSEMENT:** Teachers employed by the Board are eligible to receive tuition reimbursement in accordance with the provisions below. Such tuition reimbursement is available only for graduate credit awarded directly by a graduate degree institution. In order to be eligible to receive tuition reimbursement, teachers employed by the Board must do the following:
 - **13.101** By September 15 of each contract year, submit to the Superintendent a list of graduate credit to be taken (or taken in the immediately preceding summer) directly from a graduate degree institution for that contract year.

- **13.102** If approved by the Superintendent, all such teachers shall be placed on an approved list for the contract year. The list will be used to calculate the maximum amount of tuition reimbursement available to each teacher on the list, with such calculation being made as follows: \$50,000 per contract year divided by the number of completed credit hours submitted.
- **13.103** Teachers will be reimbursed once upon successful completion of graduate credits as approved. Such reimbursement shall not exceed the maximum amount per completed credit hour as calculated per the list of completed credit hours or the actual cost of graduate credits taken as approved and submission of proof of actual cost. Credit must be complete and all documentation must be submitted on June 8, 9 or 10 in order for reimbursement to be paid. Reimbursement will be paid on or before June 30 and will be paid by separate check.
- **13.104** The tuition reimbursement fund will start each contract year with a base of \$50,000 per year. All undispersed funds for tuition reimbursement from the prior contract year will be added to the tuition reimbursement fund for the following contract year.
- **13.105** A tuition reimbursement committee will be formed to evaluate this provision and to make a recommendation to the negotiating teams for the successor agreement (expiring June 30, 2019). Such committee will be comprised of three (3) members per side (Board and Association). The committee will meet by September 1, 2018 and the Association will, with the approval of the Administration, set a time, date and location for this meeting.
- **13.11 OPTICAL INSURANCE:** The Board shall pay one hundred percent (100%) of the premium for an optical insurance plan which shall contain the following coverage;
 - **13.111** A twenty (\$20) dollar co-pay;
 - **13.112** Vision examinations as needed and lenses and frames once every twelve (12) months;
 - **13.113** Usual, customary, and reasonable charges for such items as:
 - 13.114 Examinations:
 - **13.115** Materials for vision, bifocal, trifocal and lenticular lenses;
 - **13.116** Frames, and
 - 13.117 Necessary contact lenses
 - **13.12 IRS SECTION 125 PLAN; The** Board will provide, pursuant to Internal Revenue Service Code and Regulations, Section 125, for the payment of unit members' allowable expenses under this section such as (but not necessarily limited to) the employee's portion of insurance premiums, medical equipment, eyeglasses, dependent care expenses.

ARTICLE FOURTEEN DURATION/TERMS OF AGREEMENT/SAVINGS CLAUSE

- **14.01 CONTRACT TO REMAIN IN FULL FORCE AND EFFECT:** All sections of this contract will remain in full force and effect in the successor contract unless altered during these negotiations.
- **14.02 RIGHTS OF THE PARTIES DURING NEGOTIATIONS OF SUCCESSOR CONTRACT:** The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the 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 this right and opportunity are contained in this Contract and the Parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues. All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the Parties to this Agreement.

- **14.03 LIMITED RIGHTS OF PARTIES TO CONSULT:** This Agreement does not preclude discussion or consultation regarding concerns expressed by personnel of the participating parties to this Agreement. However, the discussion(s) or consultation(s) shall not include items which are negotiable as defined by Ohio Revised Code 4117.
- **14.04 PROVISIONS CONTRARY TO LAW AND DUTY TO NEGOTIATE:** The terms of this Agreement shall not apply where inconsistent with constitutional, statutory or other legal provisions enacted after the signing of this Agreement. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, the parties to the Agreement shall meet within ten (10) work days to consider substitute provisions which are in conformity with the applicable laws.
 - **14.041 DUTY TO NEGOTIATE CHANGES:** If such negotiations do not resolve the matter within twenty-one (21) working days from the first date of negotiations on the matter, the normal impasse will be used to settle the differences as specified in the disagreement section of this contract. The remainder of this Agreement shall remain in full force and effect during the duration of this Agreement.
- **14.05 TERMS OF AGREEMENT:** It is agreed by the Parties that this contract shall be effective July 1, 2017 and remain in effect through June 30, 2019, with all issues closed unless otherwise specified in this contract.
- **14.06 RIGHTS OF ASSOCIATION UNDER REOPENER:** If a scheduled reopener occurs and an agreement cannot be reached on the items, the dispute process of this contract shall be used to settle the differences. If an agreement cannot be reached after the duration of the time limits in the negotiated process and the impasse procedure, then the Association will have the right to withhold its services in accordance with Ohio Revised Code 4117.

14.07 SIGNATURE OF THE PARTIES

For the Association		for the Board
President	_	President
Negotiations Chair	-	Superintendent
Team Member	-	Treasurer
Team Member	-	Team Member
Team Member	_	Team Member
Date Signed by the Parties _		

TYPE OR PRINT

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

Aggrieved _____

Assignment _____

GRIEVANCE #

(A single copy of which will be submitted to the Association, Superintendent and Principal by the aggrieved who will retain one copy.)

Date of Formal

Principal

Presentation _____

Date and nature of alleged grievance:

Grievance relates to agreement section(s):

Relief Sought:

Signature of Aggrieved

TYPE OR PRINT

GRIEVANCE FORM B

DECISION OF PRINCIPAL (To be completed by the Principal, who shall retain one copy and deliver one copy to the aggrieved the Association and the Superintendent within ten (10) school days of formal grievance presentation hearing.) Date of Formal Grievance Presentation Date of Formal Grievance Hearing Decision of Principal and reasons therefore: Date of Decision Signature of Principal Aggrieved's response (to be completed by aggrieved and one copy returned to Principal, Association and Superintendent within ten (10) school days of the decision date.) I accept the above decision of the Principal. I hereby appeal to the Superintendent on attached Form C.		GRIEVANCE #
Aggrieved Grievance Presentation Date of Formal Grievance Hearing Decision of Principal and reasons therefore: Date of Decision Signature of Principal Aggrieved's response (to be completed by aggrieved and one copy returned to Principal, Association and Superintendent within ten (10) school days of the decision date.) I accept the above decision of the Principal. I hereby appeal to the Superintendent on attached Form C.	(To be completed by the Principal, who shall re the Association and the Superintendent within t	
Date of Decision Signature of Principal Aggrieved's response (to be completed by aggrieved and one copy returned to Principal, Association and Superintendent within ten (10) school days of the decision date.) I accept the above decision of the Principal. I hereby appeal to the Superintendent on attached Form C.		Grievance Presentation Date of Formal
Aggrieved's response (to be completed by aggrieved and one copy returned to Principal, Association and Superintendent within ten (10) school days of the decision date.) I accept the above decision of the Principal. I hereby appeal to the Superintendent on attached Form C.	Decision of Principal and reasons therefore:	
and Superintendent within ten (10) school days of the decision date.) I accept the above decision of the Principal. I hereby appeal to the Superintendent on attached Form C. Date of Response	Date of Decision	Signature of Principal
I hereby appeal to the Superintendent on attached Form C. Date of Response		
Date of Response	I accept the above decision of the Prin	ncipal.
· ———	I hereby appeal to the Superintenden	nt on attached Form C.
Signature of Addrieved	Date of Response	Signature of Aggrieved

GRIEVANCE FORM C

GRIEVANCE #	
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REFERRAL BY AGGRIEVED TO SUPERINTENDENT

(To be completed by the aggrieved, who will retain a single copy and deliver one copy to the Superintendent, the Association, and the President of the Board of Education within ten (10) school days of receipt of Form B.)

Aggrieved	Date Appeal Delivered To Superintendent	
Date and nature of alleged grievance:		
Grievance relates to Agreement section(s):		
Relief Sought:		
Signature of Aggrieved		

GRIEVANCE FORM D

GRIEVANCE #	GRIEVANCE #	l
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DECISION BY SUPERINTENDENT

(To be completed by the Superintendent, who will retain one copy and deliver one copy to the aggrieved within ten (10) school days after the meeting, and one copy to the Association, the principal and the President of the Board of Education.)

	Date Hearing
	Held By
Aggrieved	Superintendent
Decision of Superintendent and reasons	therefore:
Date of Decision	-
Signature of Superintendent	
Aggrieved's response (to be completed Principal and the Association within ten (by aggrieved and one copy returned to the Superintendent 10) school days of the decision date.)
I accept the above decision of the	Superintendent.
I hereby appeal to the Board of Ed	ucation on attached Form E.
Date of Response	Signature of Aggrieved

GRIEVANCE FORM E

GRIEVANCE #

REFERRAL BY AGGRIEVED TO BOARD OF EDUCATION

(To be completed by the aggrieved within ten (10) school days of the receipt of Form D. One copy shall be retained by the aggrieved and one copy delivered within that time period to the Board President, the Treasurer, the Principal, the Superintendent and the Association.)

Aggrieved Person	Date Referral Delivered To Board
Assignment	Principal
Date and nature of alleged grievance:	
Grievance relates to Agreement section(s):	
Relief Sought:	
	Signature of Aggrieved

GRIEVANCE #	
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BOARD HEARING

(One copy of which the Board President shall retain and one copy shall be delivered, within ten (10) days after the hearing, to the aggrieved, and the following persons: The Superintendent, the Principal and the Association.)

	Date This Report Delivered
Aggrieved	To Aggrieved
Date Referral Received by	Date Hearing Held by Board
Board of Education	Of Education
(As stated in the grievance procedure, this he Education meeting or within two weeks of the	nearing shall take place at the next scheduled Board of filing of the appeal.)
Decision of Board of Education and reasons t	herefore:
Date of Decision	
	Signature of Board President
Aggrieved's Response	
(To be delivered to the Board Preside	ent within five (5) school days after the decision date.)
I accept the above decision of the Bo	pard of Education.
I hereby appeal this grievance to arb	itration.
Date of Response	
	Signature of Aggrieved

GRIEVANCE FORM G

ASSOCIATION RESPONSE TO DECISION OF BOARD HEARING

(To be completed by the Association within ten (10) school days of receipt of Form F with a single copy delivered within that period to each of the following persons: The Board President, the aggrieved, the Treasurer, the Superintendent, the Principal. An additional copy should be retained for reference.)

Aggrieved Person	Date Response Delivered to Board
Opinions of Association and reasons therefore:	
The decision of the Board of Educatio	n is accepted.
The attached grievance is hereby refe	erred to arbitration.
Date of Response	
	Signature of President of Association

TUITION REIMBURSEMENT PRE-APPROVAL FORM

Applicant	Approved
Building	Date
Request for payment of SUMMER TERM (June - Augu	
Course Name/Description:	
Degree or Field Relates to:	
University/# of Hours:	
Please Indicate quarter or semester hours:	
FALL TERM	
Course Name/Description:	
Degree or Field Relates to:	
University/# of Hours:	
Please Indicate quarter or semester hours:	
WINTER TERM (Proposed - May be vague)	
Course Name/Description:	
Degree or Field Relates to:	
University/# of Hours:	
Please indicate quarter or semester hours:	
SPRING TERM (Proposed - May be vague)	
Course Name/Description:	
Degree or Field Relates to:	
University/# of Hours:	
Please indicate quarter or semester hours:	

^{**} Must be returned to NELEA President by September 15th. If courses are approved, it is the responsibility of the individual to turn in proof of completion to the board office no later than June 10th.

NORTHEASTERN LOCAL BOARD OF EDUCATION INSTRUCTIONAL SALARY SCHEDULE 2017-2018

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		2017-	2018			
	CLASS	CLASS	CLASS	CLASS		
STEP	1				CLASS	CLASS
0	100%	1000	111	IV	v	VI
ANNUAL	\$35,592	103%	105%	108%	110%	112%
DAILY RATE	193.43	\$36,660	\$37,372	\$38,439	\$39,151	
1		199.24	203.11	208.91	212.78	\$39,863
ANNUAL	104%	107%	109%	112%		216.65
DAILY RATE	37,016	38,083	38,795	39,863	114%	116%
	201.17	206.98	210.84		40,575	41,287
2	108%	111%	113%	216.65	220.52	224,38
ANNUAL	38,439	39,507		116%	118%	120%
DAILY RATE	208.91	214.71	40,219	41,287	41,999	42,710
3	112%	115%	218,58	224,38		232.12
ANNUAL	39.863		117%	121%	123%	125%
DAILY RATE	218.85	40,931	41,643	43,066	43,778	44,490
4	117%	222,45	226.32	234,06	237.92	
ANNUAL		120%	122%	126%	128%	241.79
DAILY RATE	41,643	42,710	43,422	44,846	45,558	130%
5	226.32	232.12	235.99	243.73		46,270
ANNUAL	122%	125%	127%	132%	247.60	251,47
	43,422	44,490	45,202		134%	136%
DAILY RATE	235,99	241.79	245.68	46,981	47,693	48,405
6	127%	130%		255.33	259.20	263.07
ANNUAL	45,202	46,270	132%	138%	140%	142%
DAILY RATE	245.66	251,47	46,961	49,117	49.829	50,541
7	132%		255.33	266.94	270,81	274.69
ANNUAL	46,981	135%	137%	144%	146%	
DAILY RATE		48,049	48,761	51,252	51,984	148%
8	255,33	281.14	285.01	278.55	282.41	52,676
ANNUAL	137%	140%	142%	150%		286,28
DAILY RATE	48,761	49,829	50,541	53.388	153%	158%
9	265.01	270,81	274.68	290.15	54,466	55,524
ANNUAL	142%	145%	147%		295.96	301.76
	50,541	51,608	52,320	157%	160%	163%
DAILY RATE	274,68	280,48		55,879	56,947	58,015
10	148%	151%	284.35	303.69	309.50	315.30
ANNUAL	52,676		153%	164%	167%	170%
DAILY RATE	286.28	53,744	54,456	58,371	59,439	60,506
11	154%	292.09	295,96	317,23	323.04	
ANNUAL		157%	159%	171%	174%	328,84
DAILY RATE	54,812	55,879	56,591	60,882	61,930	177%
12	297,89	303.69	307.58	330.77	336,58	62,996
ANNUAL			165%	178%		342.38
DAILY RATE			58,727	63,354	181%	184%
13			319.17		84,422	65,489
			310-D	344.31	350.12	355.92
ANNUAL,				185%	188%	191%
DAILY RATE				65,845	66,913	67,981
14				357.85	363,66	369,46
ANNUAL					195%	198%
DAILY RATE					69,404	70,472
20	160%				377.20	
ANNUAL.		163%	171%	192%	202%	383.00
DAILY RATE	58,947	58,015	60,862	68,337	71,896	212%
25	309,50	315.30	330,77	371.39	390,74	75,455
ANNUAL	168%	169%	177%	199%		410.08
	59,083	60,150	62,998		209%	219%
DAILY RATE	321.10	326.90	342,38	70,828	74,387	77.946
		5250.00	244.36	384.94	404.28	4 😿 82
TRAINING CLASSIFICATIONS						
CLASS	Bachelor's De	Maria.			CONTRA	ACT CLASS
CLASS II	Bacheloi's De	ograna Otros Dhor 40 ft	and the second second			BS
CLASS III	160 Semont	gree Plus 10 Semo	mer Hours of Gra	duale Credit		BS+10
	100 Optilieson	i mours with a Back	With Contract			B\$150
CLASS (V	or bachelor's	Degree Plus 20 Se	mester Hours of G	Praduate Credit		D0100
CLASS V	moster a Dedi	rue				
CLASS V Master's Degree Plus 15 Semaster Hours of Graduate Condition						

Master's Degree Plus 15 Semester Hours of Graduate Credit Master's Degree Plus 25 Semester Hours of Graduate Credit ADDITIONAL BENEFITS CLASS VI MA+15 MA+25

A full time #staff member receives in addition to the above base, the following: A single or family vision policy. A term life policy with accidental death and dismemberment.

- A full time #staff member may elect to receive in addition to the above, the following benefits:

 1. Effective 7/1/05, 90% the cost of a single core policy for all new employees. 85% the cost of a family core policy.

 All health insurance policies include prescription drug coverage.

 2. A single dental policy or 65% the cost of a family policy.

A part time #staff member working 5 hours or more per day (minimum of 25 hours per week) may participate in health, prescription drug and dental coverage at 50% of the amount paid by the Board for full time employees for single or family coverage, through payroll deductions.

A part time #staff member working less than 5 hours per day (less than 25 hours per week) may participate in health, prescription drug and dental coverage by paying 100% of total cost to the Board for single or family coverage, through payroll deductions.

#Staff member is a contracted employee, employed as per adopted school calendar on a 28 pay schedule.

Effective for the 2017-2018 Contractual Year Adopted by the Board of Education August 25, 2017

NORTHEASTERN LOCAL SCHOOL DISTRICT EXTRA DUTY SALARY SCHEDULE ATHLETIC 2017-2018

NORTHEASTERN-KENTON RIDGE			NORTHRIDGE-SOUTH VIENNA		
POSITION	%**	AMOUNT	POSITION		
Conditioning Coord.	8	2,847.00	Faculty Manager	%·	AMOUNT 1,424.00
ATHLETIC SITE MANAGER			BASKETBALL	10.00	1,424.00
Fall Sports Winter Sports	5	1,780.00	Eighth Grade Boys	8	0.047.00
Without Sports	4	1,424.00	Seventh Grade Boys	8	2,847.00 2,847.00
BASEBALL			Eighth Grade Girls	8	2,847.00
Varsity Head	10	3,559.00	Seventh Grade Girls	8	2,847.00
Assistant	7	2,491,00	CHEERLEADER COACH		
BASKETBALL			Seventh & Eighth		
Varsity Boys	16	5,695.00	Basketball	2	712.00
Assistant Boys	9	3,203.00	Football	2	712.00
Freehman	8	2,847.00	CROSS COUNTRY		
Versity Girls Assistant Girls	16	5,695.00	Varsity Head	6	2,136.00
- Carpenia Only	9	3,203.00			2,130.00
BOWLING			Varsity Head	_	
Varsity Head	6	2,136.00	Assistant	8 5	2,847.00
CHEERLEADER COACH				9	1,780.00
Varsity Footbail	3	1,068,00	TRACK		
Reserve Football	ž	712.00	Varsity Head Assistant (2)	6	2,136.00
Varsity &		, 12.00	манаши (2)	4	1,424.00
Reserve Basketbell Freshman Basketbell	4	1,424.00	VOLLEYBALL		
THE STATE OF STATES	2	712.00	Varsity Head	6	2,136.00
CROSS COUNTRY			Assistant	4	1,424.00
Varsity Head Assistant	8	2,847.00	WRESTLING		
Washing.	5	1,780.00	Varsity Head	6	2 450 00
EQOTBALL.			Assistant	4	2,138.00 1,424.00
Varsity Head	16	5,895.00			1,161,00
Assistant (5)	9	3,203.00			
GOLF		-,			
Boys Vareity Head	6				
Girls Varsity Head	ě	2,138.00 2,136.00			
		2,130,00			
SOCCER Varsity Head Boys					
Varsity Head Girts	10 10	3,559.00 3,559.00	EXTRA-CURRICULAR/ATM	LÉTIC POSITION	IS.
Assistant Boys	6	2,136.00			
Assistant Girls	6	2,136.00	The Extra-Curricular/Athleti is paid solely for time outsix		
SOFTBALL			sichidol filma, withtit be risks	d for a northon of its	or mortholics
Varsity Head	10	3,559.00	(Opperation) on the position), substantial and -	remonator.
Assistant	7	2,491.00	time outside of the school of	fay is a requiremo	nt.
SIMILARIO		2,107,00			
SWIMMING Varsity Head Swim Coach			EXTRA-CURRICULAR/ATI	LETIC EXPERIE	NCE PAISES
Assistant Swim Coach	6	2,136.00			
	•	1,424.00	Extra-curricular experience	raises are Intende	ed to
TENNIS			encourage and reward coa- in their current coaching/ad	Chee/Bdvisors for a	emaining
Varsity Boys Varsity Girls	6	2,136.00	EXPERIENCE IS COUNTRY SAVE	MReally for that you	tition/
Furnity Onlis	6	2,136,00	INVERSION, Changing conc	Dinglashisiaa casi	Kome
TRACK			www.ii ii in tid aamie sporbad	DIMEN, OF Debassion	nide
Head Track Coach	10	3,559.00	and boys sports/activities, r to the no experience level.	Experience coachs	tovisor
Assistant (3)	6	2,138.00	menserable to another bull	ding for the same	nneiffan/
VOLLEYBALL			inversport, The years do n	lot have to be come	his cutture
Varsity Head	10	3,559.00	Both experience credits are curricular base salary only.	e colleuristad on the	extra-
Assistant	6	2,138.00	various case satary only.		
WRESTLING			The first experience raise a	hall be granted se	er the
Varsity Head	12	4 074 00	completion of three years is	i one coachino/ed	vleino
Assistant	8	4,271.00 2,847.00			
POWED IETALO		2,040,000	Current extra-curricular bas The second raise shall be		
POWERLIFTING Versity Head	4.6		and aliat raise, aller the com	IDEATION OF HIS RES	terror of
	4.5	1602.00	service. The raise shall be	8 88cond 10% of	the current
The length of each sport seaso	n is as determi	ned by the	extra-curricular base safary	for that position.	
Northeastern Board of Education	on: seconting to	the Ohio	for the second second		

The length of each sport season is as determined by the Northeastern Board of Education; according to the Chio High School Athletic Association and uniform school policy.

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*Percentage applied to a base of \$35,592

It is the responsibility of each individual coach to notify the Treasurer's office when he/she is eligible for either of the experience raises.

Effective for the 2017-2018 Contractual Year Adopted by the Board of Education August 25, 2017

NORTHEASTERN LOCAL SCHOOL DISTRICT EXTRA DUTY SALARY SCHEDULE 2017-2018

		2017-2	3010		
POSITION	<u>% *</u>	AMOUNT	POSITION	%:	AMOUNT
DISTRICT			PER MIDRI E ECHOOL		
*Coordinator, Art	5	\$1,780.00	PER MIDDLE SCHOOL		
Destination Imagination Coach	2	\$712.00	MUSIC/DRAMA		
Enrichment Program Home Instruction Tutor	.07	24.91/hr			
"Speech and Debate Coach	-07	24.91/hr	Director Musical/Drame (max 2)		
Speech and Depath Coach	6	\$2,136.00	,,		
NORTHEASTERN-KENTON RIDGE			Minor	1	356.00
The second second			#Major	3	1,068.00
DRAMA/MUSICAL					
#Major Play Director (max 1)	4	1.424.00	Vocal Solo/Ensemble Contest		
#Major Play Asst (may 1)	ż	712.00	Instrumental Solo/Ensemble Contact	1	356.00
#Major Musical Director (may 1)	2	1.424.00	Swing Ensemble	1	358.00
#Major Musical Asst (max 1)	3	1,068.00	Owing Elisablishe	7	356.00
#Major Musical Asst (max 1)	2	712.00	CLUBS/ACTIVITIES ADVISORS		
MUSIC/VOCAL			12710010		
BUSINAYUUAL			Yearbook	3	1,068,00
Basic Choir (max 1)****	_		Major Club Advisors (2)	2	712.00
Swing Choir (max 1)	3	1,068.00	Minor Club Advisors (4)	î	356.00
Grand Cried (max 1)	3	1,068.00			100,00
MUSIC/INSTRUMENTAL			PER ELEMENTARY		
The state of the s					
Band Director****+	12	4 224 22	DRAMA/MUSIC		
Assistant Band Director	7	4,271.00 2,491.00			
Flag	ź	712.00	PlayMusical (3 Total)		
Jazz Band	4	1,424.00	#Major Minor	2	712.00
Pep Band	2	712.00	MITIGE	1	358.00
CI ASS ATMESSED AND A TOTAL AN		- 10.00	CLUB/ACTIVITY ADVISORS		
CLASS ADVISORS/CLUBS/ACTIVITIES			Jacob Libriting Application		
Ernehman (1 1			Advisors (2 Total)		
Freshman (1 ea.)	2	712.00	Major	2	712.00
Sophomore (1 ea.) Junior (1 ea. w/Prom)	2	712.00	Minor	1	356.00
Senior (1 ea.)	5	1,780.00		•	336.00
Club Advisors (5 ea.)	2	712.00			
Annual Publication (1 ea.)	2	712.00			
Newspaper Advisor (1 ea.)	7	2,491.00			
Stu. Government Adv.(1 ea.)	3	1,068.00			
Quiz Bowl(1ea.)	3	1.424.00			
,,	3	1,068.00			
SUBSTITUTE TEACHER RATE					
Fixed Rate	= \$90.0	0			
Partial Day: Minimum of 1/2 day	= \$45.0	0 = 3 % hour			
Rates over 1/2 day	= 1/4 da		ate x hours beyond 3 % hours)		
	= \$45.0	0 + (\$12.00**	x hours beyond 3 1/4 hours)		
**Hourly Rate					
Hourry Rate	= \$90.0	10 = 7 ½ hours	day = \$12.00 per hour		

*ALL PERCENTAGES APPLIED TO A BASE OF \$35,592

- Funds which may be used in increments of .50% to recognize staff members who have performed a service for Students beyond the normal working day upon the recommendation of the Principal and Superintendent,
- Includes Solo and Ensemble Contest
- Includes Band Contest

- :

Supplemental contracts issued upon approval of program or project plans IN ADVANCE of production data and upon recommendation of the Principal and Superintendent. To be considered a major production the activity must include after school practices and/or rehearsals culminating in at least one evening performance.

EXTRA-DUTY POSITIONS

The Extra-duty position compensation is paid soley for time outside of the echool day. While "school time" might be used for a portion of the activity (depending on the position), substantial and appropriate time outside of the activity (depending on the position), substantial and appropriate time outside of the

EXTRA-DUTY EXPERIENCE RAISES

Extra-duty experience raises are intended to encourage and reward directors/advisors for remaining in their current directing/set/steing positions. Experience is counted specifically for that/position/fevel. Changing coaching/set/steing positions, even if in the same sport/set/vity, or between girts and boys sports/set/vities, returns the coach/set/set/sport to the no experience level. Experience credits are transferable to another building for the same position/level/sport. The years do not have to be consecutive. Both experience credits are calculated on the extra-curricular base salary only.

The first experience raise shell be granted after the completion of three years in one coach/advising position. The raise shall be an increase of 10% of the current extra-curricular base salary for that position. The second raise shall be under the same conditions as the first raise, after the completion of the fifth year of service. The raise shall be a second 10% of the current extra-curricular base salary for that position. It is the responsibility of each included coach to notify the Treasurer's office when he/she is eligible for either of the experience raises.

Effective for the 2017-2018 Contractual Year Adopted by the Board of Education August 25, 2017

NORTHEASTERN LOCAL BOARD OF EDUCATION INSTRUCTIONAL SALARY SCHEDULE 2018-2019

	01.400	20101	CLASS	CLASS	CLASS	CLASS
	CLASS	CLASS	CLASS			
STEP	1			IV	V	VI
0	100%	103%	105%	108%	110%	112%
ANNUAL	\$35,948	\$37,026	\$37,745	\$38,824	\$39,543	\$40,262
DAILY RATE	195.37	201.23	205.14	211.00	214.91	218.81
1	104%	107%	109%	112%	114%	116%
ANNUAL	37,386	38,464	39,183	40,262	40,981	41,700
DAILY RATE	203.18	209.05	212,95	218,81	222.72	226,63
2	108%	11156	113%	116%	118%	120%
ANNUAL	38,824	39,902	40,621	41,700	42,419	43,138
DAILY RATE	211.00	218.88	220.77	228,63	230.54	234,44
3	112%	115%	117%	121%	123%	125%
ANNUAL	40,282	41,340	42,060	43,497	44,216	44,935
DAILY RATE	218.81	224.68	228.58	235.40	240.30	244.21
4	117%	120%	122%	128%	128%	130%
ANNUAL	42,059	43,138	43,857	45,294	46,013	46,732
DAILY RATE	228.58	234.44	238.35	246.17	250.07	253.98
5	122%	125%	127%	132%	134%	136%
ANNUAL	43,857	44,935	45,854	47,451	48,170	48,889
DAILY RATE	238.35	244.21	248.12	257.89	281.80	285,70
6	127%	130%	132%	138%	140%	142%
ANNUAL	45,664	46,732	47,451	49,608	50,327	51,046
DAILY RATE	248.12	253.98	257.89	269,51	273.52	277.42
7	132%	135%	137%	144%	146%	148%
ANNUAL	47,451	48,530	49,249	51,765	52,484	53,203
DAILY RATE	257.89	263.75	267.68	281.33	285.24	289.15
8	137%	140%	142%	150%	153%	158%
ANNÜAL	48,248	50.327	51,046	53,922	55.000	58,079
DAILY RATE	267.66	273.52	277.42	293.05	298.92	304.78
9	142%	145%	147%	157%	160%	163%
ANNUAL	51.048	52,126	52,844	56,438	57,517	58,596
DAILY RATE	277.42	283.29	287.19	306.73	312.59	318.45
10	148%	151%	153%	184%	187%	170%
ANNUAL	63,203	54,281	55,000	58,955	60,033	61,112
DAILY RATE	289.15	295.01	298,92	320.41	326,27	332.13
11	154%	157%	159%	171%	174%	177%
ANNUAL.	55,360	56,436	57.157	61,471	82,550	63,628
DAILY RATE	294.22	299,95	303,77	328.89	332,43	338.16
12		*******	185%	178%	181%	184%
ANNUAL			59,314	63,987	65,066	86,144
DAILY RATE			322.36	347.76	353.62	359.48
13				185%	188%	191%
ANNUAL				68,504	67,582	68,681
DAILY RATE				361,43	367.29	373.16
14					195%	198%
ANNUAL					70,099	71,177
DAILY RATE					380.97	386.83
20	160%	163%	171%	192%	202%	212%
ANNUAL	57.517	58.595	61,471	69,020	72.615	76,210
DAILY RATE	312,59	318.45	334.08	375.11	394.65	414.18
25	166%	169%	177%	199%	209%	219%
ANNUAL	59,674	60,752	63,628	71,537	75,131	78,726
DAILY RATE	324.31	330.17	345.80	388.79	408.32	427.88
DIVET INTE	epe, T. of I	999.11	212.04	220.10		
TRAINING CLASSIFICATI	ONS				CONTI	RACT CLASS
CLASS	Buchelor's D	arree.				BS

TRAINING	CLASSIFICATIONS		CONTRACT CLASS
CLASS		Bachelor's Degree	BS
CLASS	i	Bachelor's Degree Plus 10 Semester Hours of Graduate Credit	BS+10
CLASS	III	150 Semester Hours with a Bachelor's Degree	BS160
	_	or Bachelor's Degree Plus 20 Semester Hours of Graduate Credit	
CLASS	!V	Master's Degree	MA
CLASS	v	Master's Degree Plus 15 Semester Hours of Graduate Credit	MA+15
CLASS	νı	Master's Degree Plus 25 Semester Hours of Graduate Credit	MA+25
00.00	••	ADDITIONAL BENEFITS	

A full time #staff member receives in addition to the above base, the following:

1. A single or family vision policy.

2. A term life policy with accidental death and dismemberment.

- BENEFIT OPTIONS

 A full time #ets#f member may elect to receive in addition to the above, the following benefits:

 1. Effective 71/05, 90% the cost of a single core policy for all new employees. 85% the cost of a family core policy. High Option single and/or family policies will also be offered at an additional cost to the employee. All health insurance policies include prescription drug coverage.

 2. A single dental policy or 85% the cost of a family policy.

A part time #staff member working 5 hours or more per day (minimum of 25 hours per week) may participate in health, dental and vision coverage at 50% of the amount peld by the Board for full time employees for single or family coverage, through payroil deductions.

A part time #staff member working less than 5 hours per day (less than 25 hours per week) may participate in health, dental and vision coverage by paying 100% of total cost to the Board for single or family coverage, through payroll deductions.

#Staff member la a contracted amployee, employed as per adopted achool calendar on a 25 pay school la.

Effective for the 2018-2019 Contractual Year

NORTHEASTERN LOCAL SCHOOL DISTRICT EXTRA DUTY SALARY SCHEDULE 2018-2019

POSITION	<u>% *</u>	<u>AMOUNT</u>	POSITION	<u>% *</u>	<u>AMOUNT</u>
DISTRICT *Coordinator, Art	5	\$1,797.00	PER MIDDLE SCHOOL		
*Destination Imagination Coach Enrichment Program	.07	\$719.00 25.16/hr	MUSIC/DRAMA		
Home Instruction Tutor *Speech and Debate Coach	.07 .07	25.16/hr \$2,157.00	Director Musical/Drama (max 2)		
NORTHEASTERN-KENTON RIDGE			Minor #Major	1 3	359.00 1,078.00
DRAMA/MUSICAL					
#Major Play Director (max 1)	4	1,438.00	Vocal Solo/Ensemble Contest	1	359.00
#Major Play Asst (max 1)	2	719.00	Instrumental Solo/Ensemble Contest	1	359.00
#Major Musical Director (max 1)	4	1,438.00	Swing Ensemble	1	359.00
#Major Musical Asst (max 1)	3	1,078.00			
#Major Musical Asst (max 1)	2	719.00	CLUBS/ACTIVITIES ADVISORS		
MUSIC/VOCAL			Yearbook	3	1,078.00
			Major Club Advisors (2)	2	719.00
Basic Choir (max 1)****	3	1,078.00	Minor Club Advisors (4)	1	359.00
Swing Choir (max 1)	3	1,078.00	,		
MUDIO (INICEDI INICATA)			PER ELEMENTARY		
MUSIC/INSTRUMENTAL			DRAMA/MUSIC		
Band Director***+	12	4,314.00	DRAMA/MUSIC		
Assistant Band Director	7	2,516.00	Play/Musical (2 Total)		
Flag	2	719.00	Play/Musical (3 Total) #Major	2	719.00
Jazz Band	4	1,438.00	Minor	1	359.00
Pep Band	2	719.00	WIII IOI	'	339.00
гер вани	2	719.00	CLUB/ACTIVITY ADVISORS		
CLASS ADVISORS/CLUBS/ACTIVITIES			<u>GEODING TIVITE NO VIOCINO</u>		
			Advisors (2 Total)		
Freshman (1 ea.)	2	719.00	Major	2	719.00
Sophomore (1 ea.)	2	719.00	Minor	1	359.00
Junior (1 ea. w/Prom)	5	1,797.00			
Senior (1 ea.)	2	719.00			
Club Advisors (5 ea.)	2	719.00			
Annual Publication (1 ea.)	7	2,516.00			
Newspaper Advisor (1 ea.)	3	1,078.00			
Stu. Government Adv.(1 ea.)	4	1,438.00			
Quiz Bowl(1ea.)	3	1,078.00			
SUBSTITUTE TEACHER RATE					
Fixed Rate	= \$90.0	00			
Partial Day: Minimum of ½ day	= \$45.0	$00 = 3 \frac{3}{4} \text{ hours}$	3		
Rates over ½ day	= ½ da	y + (hourly ra	ate x hours beyond 3 3/4 hours)		
,			x hours beyond 3 ¾ hours)		
**Hourly Rate	= \$90.0	$= 7 \frac{1}{2} \text{ hours}$	day = \$12.00 per hour		

*ALL PERCENTAGES APPLIED TO A BASE OF \$35,948

- Funds which may be used in increments of .50% to recognize staff members who have performed a service for Students beyond the normal working day upon the recommendation of the Principal and Superintendent.
- **** Includes Solo and Ensemble Contest
- Includes Band Contest
- Supplemental contracts issued upon approval of program or project plans IN ADVANCE of production date and upon recommendation of the Principal and Superintendent. To be considered a major production the activity must include after school practices and/or rehearsals culminating in at least one evening performance.

EXTRA-DUTY POSITIONS

The Extra-duty position compensation is paid soley for time outside of the school day. While "school time" might be used for a portion of the activity (depending on the position), substantial and appropriate time outside of the school day is a requirement.

EXTRA-DUTY EXPERIENCE RAISES

Extra-duty experience raises are intended to encourage and reward directors/advisors for remaining in their current directing/advising positions. Experience is counted specifically for that/position/level. Changing coaching/advising positions, even if in the same sport/activity, or between girls and boys sports/activities, returns the coach/advisor to the no experience level. Experience credits are transferable to another building for the same position/level/sport. The years do not have to be consecutive. Both experience credits are calculated on the extra-curricular base salary only.

The first experience raise shall be granted after the completion of three years in one coach/advising position. The raise shall be an increase of 10% of the current extra-curricular base salary for that position. The second raise shall be under the same conditions as the first raise, after the completion of the fifth year of service. The raise shall be a second 10% of the current extra-curricular base salary for that position. It is the responsibility of each individual coach to notify the Treasurer's office when he/she is eligible for either of the experience raises.

NORTHEASTERN LOCAL SCHOOL DISTRICT EXTRA DUTY SALARY SCHEDULE ATHLETIC 2018-2019

POSITION

Faculty Manager

BASKETBALL Eighth Grade Boys

Eighth Grade Girls

Seventh Grade Girls

CROSS COUNTRY

Varsity Head

FOOTBALL Varsity Head

TRACK Varsity Head

Assistant (2)

VOLLEYBALL Varsity Head Assistant

WRESTLING Varsity Head

Assistant

Assistant

CHEERLEADER COACH Seventh & Eighth Basketball

Seventh Grade Boys

NORTHRIDGE-SOUTH VIENNA

%*

4

8

6

5

6

AMOUNT

1.438.00

2.876.00

2,876.00

2,876.00

2,876.00

719.00

2,157.00

2,876.00

1,797.00

2.157.00

1,438.00

2,157.00 1,438.00

2,157.00

1,438.00

POSITION	<u>%*</u>	AMOUNT
·	· · · · · · · · · · · · · · · · · · ·	
Conditioning Coord.	8	2,876.00
ATHI ETIC SITE MANACED		
ATHLETIC SITE MANAGER Fall Sports	5	1,797.00
Winter Sports	4	1,438.00
Willier Sports	4	1,430.00
BASEBALL		
Varsity Head	10	3,595.00
Assistant	7	2,516.00
, looistant	•	2,010.00
<u>BASKETBALL</u>		
Varsity Boys	16	5,752.00
Assistant Boys	9	3,235.00
Freshman	8	2,876.00
Varsity Girls	16	5,752.00
Assistant Girls	9	3,235.00
BOWLING		0.457.00
Varsity Head	6	2,157.00
CHEEDLEADED COACH		
CHEERLEADER COACH Varsity Football	3	1 079 00
Reserve Football	2	1,078.00 719.00
Varsity &	2	7 19.00
Reserve Basketball	4	1,438.00
Freshman Basketball	2	719.00
Tresiman Basketsan	-	7 10.00
CROSS COUNTRY		
Varsity Head	8	2,876.00
Assistant	5	1,797.00
<u>FOOTBALL</u>		
Varsity Head	16	5,752.00
Assistant (5)	9	3,235.00
GOLF	•	0.457.00
Boys Varsity Head	6	2,157.00
Girls Varsity Head	6	2,157.00
SOCCER		
Varsity Head Boys	10	3,595.00
Varsity Head Girls	10	3,595.00
Assistant Boys	6	2,157.00
Assistant Girls	6	2,157.00
		,
<u>SOFTBALL</u>		
Varsity Head	10	3,595.00
Assistant	7	2,516.00
SWIMMING		
Varsity Head Swim Coach	6	2,157.00
Assistant Swim Coach	4	1,438.00
TENNIO		
TENNIS	•	0.457.00
Varsity Boys	6	2,157.00
Varsity Girls	6	2,157.00
TRACK		
Head Track Coach	10	3,595.00
Assistant (3)	6	2,157.00
7 toolotant (o)	Ü	2,107.00
<u>VOLLEYBALL</u>		
Varsity Head	10	3,595.00
Assistant	6	2,157.00
WRESTLING		
Varsity Head	12	4,314.00
Assistant	8	2,876.00
DOWED LETTE:		
POWERLIFTING	4.5	4000.00
Varsity Head	4.5	1602.00

The length of each sport season is as determined by the Northeastern Board of Education; according to the Ohio High School Athletic Association and uniform school policy.

EXTRA-CURRICULAR/ATHLETIC POSITIONS

The Extra-Curricular/Athletic position compensation is paid solely for time outside of the school day. While "school time" might be used for a portion of the activity (depending on the position), substantial and appropriate time outside of the school day is a requirement.

EXTRA-CURRICULAR/ATHLETIC EXPERIENCE RAISES

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Experience is counted specifically for that position/ level/sport. Changing coaching/advising positions, even if in the same sport/activity, or between girls and boys sports/activities, returns the coach/advisor to the no experience level. Experience credits are transferable to another building for the same position/ level/sport. The years do not have to be consecutive. Both experience credits are calculated on the extracurricular base salary only.

The first experience raise shall be granted after the completion of three years in one coaching/advising position. The raise shall be an increase of 10% of the current extra-curricular base salary for that position. The second raise shall be under the same conditions as the first raise, after the completion of the fifth year of service. The raise shall be a second 10% of the current extra-curricular base salary for that position.

It is the responsibility of each individual coach to notify the Treasurer's office when he/she is eligible for either of the experience raises.

^{*}Percentage applied to a base of \$35,948