



PROPOSED AGREEMENT

BETWEEN

**NOBLE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

**NOBLE LOCAL CLASSROOM
TEACHERS ASSOCIATION**

AUGUST 1, 2016 THROUGH JULY 31, 2019

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION	1
II	DEFINITIONS	1
III	NEGOTIATIONS PROCEDURE.....	2
IV	BOARD OF EDUCATION RIGHTS	3
V	SMOKING POLICY	4
VI	ASSOCIATION RIGHTS	4
VII	WORK DAY/WORK YEAR	7
VIII	SALARIES	8
IX	INSURANCE (Coverage changes as per committee recommendations)	11
X	OTHER FRINGE BENEFITS.....	13
XI	SEVERANCE PAY	14
XII	LEAVES OF ABSENCE.....	15
XIII	TEACHER LOAD AND ASSIGNMENT.....	22
XIV	INCLUSION	24
XV	GRIEVANCE PROCEDURE	24
XVI	PERSONNEL FILES	27
XVII	FAIR DISMISSAL/JUST CAUSE	28
XVIII	SEQUENCE OF TEACHERS' LIMITED CONTRACT	28
XIX	REDUCTION IN FORCE	29
XX	TEACHER RIGHTS.....	31
XXI	EVALUATION.....	32
XXII	TEACHER TERMINATION PROCESS	33
XXIII	BOARD PICKUP OF EMPLOYEE CONTRIBUTION TO STRS	36
XXIV	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE.....	36
XXV	REHIRING RETIRED TEACHERS	37
XXVI	MASTER TEACHER CERTIFICATION.....	38
XXVII	ACADEMIC DISTRESS.....	39
XXVIII	IMPLEMENTATION AND DURATION	39
<u>APPENDIX</u>	<u>SALARY SCHEDULE 2016-2017.....</u>	<u>40</u>

ARTICLE I
RECOGNITION

- 1.1 The Noble Local Board of Education (hereinafter “Board” or “District”) hereby recognizes the Noble Local Classroom Teachers Association, OEA/NEA-Local (hereinafter the “Association”/“Union”), as the sole and exclusive bargaining representative, for all full-time certificated personnel and all part-time certificated personnel employed to work twenty (20) hours or more per week under a regular contract. The superintendent, assistant superintendents, principals, assistant principals, persons properly certified and employed under administrative contracts as supervisors and directors, other administrative personnel and any other confidential, supervisory or management-level employees as defined in Section 4117.01 of the Ohio Revised Code, are excluded from the bargaining unit.

ARTICLE II
DEFINITIONS

- 2.1 Unless otherwise specified, “day” shall mean a work day, except during the summer when it shall mean Monday through Friday excluding holidays.
- 2.2 “School year” shall mean the year beginning July 1 and ending the following June 30.
- 2.3 A. “Seniority” shall mean the length of a teacher’s continuous service beginning with the most recent date of hire, that is the date of Board action on a teacher’s most recent employment. If two or more teachers have the same length of continuous service, seniority shall be determined by:
1. Total years of teaching experience in the district, continuous and non-continuous; then
 2. Total teaching experience; then by
 3. A toss of the coin.
- B. Continuous employment under this Article includes:
1. All time on sick leave; and
 2. All time accrued on a Board-approved leave of absence; and
 3. All time while on military leave of absence; and
 4. All time while on disability retirement up to a maximum of five (5) years; and
 5. All time a teacher was suspended if a teacher is reinstated or recalled; and
 6. All time when a teacher who submits a letter of resignation is consequently reemployed by the Board for the ensuing school year if no actual work days are missed.
- C. Seniority shall be lost when a teacher:
1. Resigns (except in b.6. above); or
 2. Retires; or
 3. Leaves the employ of the Board due to nonrenewal or termination of contract.

ARTICLE III
NEGOTIATIONS PROCEDURE

- 3.1 Alternative Procedure Established: Pursuant to Sections 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersedes the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary.
- 3.2 Scope of Bargaining: The scope of bargaining by and between the Board and the Association shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.
- 3.3 Initiation of Bargaining: In accordance with Section 4117.14 of the Ohio Revised Code, either party desiring to terminate, modify, or negotiate a successor collective bargaining agreement shall serve written at least sixty (60) days prior to the expiration of the existing agreement
- The initiating party will offer to bargain collectively with the other party for the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement. The initiating party will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining agreement.
- 3.4 Submission of Proposals: The parties shall exchange items proposed for negotiations at the first negotiation meeting. Items must be written in contract language and all changes in salaries, wages, hours, and fringe benefits must be clearly stated. No additional items may be introduced for negotiations after the initial submission unless both parties mutually agree.
- 3.5 Negotiations Meetings: The parties shall establish the time and place of the first meeting. Further meetings will be set at the first meeting and thereafter. Negotiations shall not exceed two hours in length unless mutually agreed upon by both parties and shall be held at times other than regular school hours. Negotiations meetings shall be private. Upon the request of either party, the negotiations meeting may be recessed to permit a caucus, which may not exceed thirty (30) minutes, unless mutually agreed to by both parties.
- 3.6 Representation: The Board and the Association bargaining teams shall be limited to five (5) members each at a bargaining session. In addition, each party may have up to two (2) observers who may only discuss negotiations with persons who are direct participants in the negotiations process.
- 3.7 Exchange of Information: Upon reasonable request, the Board shall make available to the Association, and the Association shall make available to the Board, all public information pertinent to the issues being considered, such as the financial condition of the District, that is routinely produced. The Board and the Association shall incur no special expense in providing such information to the other party. Nothing contained herein shall require the parties to make available any confidential information or reports expressly compiled for the use of the negotiating teams.
- 3.8 Agreement: When tentative agreement is reached on all matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Association

for its consideration, and possible ratification. If ratified, the tentative agreement shall be submitted to the Board for its consideration, and possible approval. If approved by the Association and the Board, the collective bargaining contract shall be signed by both parties.

3.9 Impasse

- A. If no agreement has been reached forty (40) days before the Agreement expires, either party may declare impasse. Thereupon, the parties shall jointly contact the Federal Mediation and Conciliation Service for assistance. The mediator shall assist the parties in bargaining, but may not bind either party.
- B. Prior to the expiration of the Agreement, the parties may mutually agree to an alternative dispute procedure or to extend the mediation begun under 3.9(a) above. Any mutually agreed change or alternative to this dispute resolution procedure shall be filed with the State Employment Relations Board in accordance with its rules. Any costs associated with the alternative procedure shall be shared equally by the parties.
- C. If the existing Agreement or extension thereof has expired, the Association may proceed in accordance with Section 4117.14(D)(2) of the Ohio Revised Code.

ARTICLE IV
BOARD OF EDUCATION RIGHTS

- 4.1 The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include the right to:
- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the school district organizational structure;
 - B. Direct, supervise, evaluate, or hire employees;
 - C. Maintain and improve the efficiency and effectiveness of Board operations;
 - D. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;
 - E. Suspend, discipline, demote, or terminate for just cause, or layoff, recall, transfer, assign, schedule promote, or retain employees;
 - F. Determine the adequacy of the work force;
 - G. Determine the overall mission of the school district;

- H. Effectively manage the work force in all aspects;
 - I. Take actions to carry out the mission of the school district.
- 4.2 The Board is not required to bargain on subjects reserved to its management and discretion, except as to matters within the scope of bargaining as identified provided in Section 3.2 of this Agreement and Chapter 4117 of the Ohio Revised Code. A school employee or the Association may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE V
SMOKING POLICY

- 5.1 The Noble Local Board of Education believes that the right of persons to use tobacco must be balanced against the right of those who do not use tobacco to breathe air untainted by tobacco.
- 5.2 In order to protect students and employees who choose not to use tobacco from an environment noxious to them and potentially damaging to their health, the Board prohibits the use of tobacco on school premises (except at designated outdoor areas), including all the buildings owned and operated by this Board at all times.
- 5.3 For purposes of this policy, “use of tobacco” means a cigar, cigarette, or pipe, or any other matter or substance that contains tobacco.
- 5.4 Should any employee violate this policy, the Board may administer an appropriate plan of progressive discipline. The employee shall be offered the opportunity to enroll in a tobacco cessation program prior to any disciplinary action by the Board. However, should the Board be assessed any fine by a state or federal agency as a result of such violation, then the employee who committed the violation shall be responsible for payment.

ARTICLE VI
ASSOCIATION RIGHTS

- 6.1 The Association shall have the right to use school facilities and equipment for purposes related to collective bargaining and contract administration. The Association shall observe all applicable Board policies and administrative regulations in regard to such use. Association use of school facilities and equipment shall be approved only when it does not interfere with or disrupt normal school operations. Subject to the preceding limitations, the Association may:
- A. Use designated space on school bulletin boards, unless an item is defamatory, obscene, derogatory or tends to impede or disrupt the normal operations of the school district.
 - B. Subject to all the preceding restrictions, place Association communications in bargaining unit members’ mailboxes.
 - C. Use school buildings for Association meetings.

- 6.2 Association representatives may transact Association business on school property before or after a bargaining unit member's regular work day or during his/her duty-free lunch. All visitors, including Association representatives, must report to the building office before transacting business and sign in.
- 6.3 Teachers may authorize payroll deductions for Association dues, initiation fees, assessments, and FCPE contributions in accordance with reasonable regulations established by the treasurer. All authorizations and revocations shall be made in writing on or before October 1st each year. Authorizations shall continue in effect until revoked. The Association shall hold the Board harmless and defend it against any claim by teachers based on such deductions. All members of the bargaining unit have the option of receiving their pay through direct deposit.
- 6.4 When the Board prepares a staff directory for distribution to the staff, it shall also provide the Association president with a copy.
- 6.5 The Association will be notified of any special Board meetings or change in any regular meeting at the same time the news media is notified.
- 6.6 An Association representative will be afforded an opportunity to speak at Board meetings during the time reserved for public discussion.
- 6.7 A. The treasurer of the Board shall provide to the Association at no cost, copies of the official Certificate of Estimated Resources, the Permanent Appropriations Resolution, Treasurer's Year End Report (June), the latest monthly report, the teacher training and experience grid, and the current tax budget.
- B. The Association may request at its expense copies of other public documents in accordance with Board policy.
- 6.8 Negotiation meetings, grievance hearings, and/or other meetings shall be conducted outside the workday to the extent possible. If the Board requests Association representatives to meet during the workday, there shall be no loss of pay or benefits as a result of participation in the meeting.
- 6.9 A bargaining unit member who is on a committee or an official of the Association or its affiliates shall be released to attend meetings of the Association or its affiliates. The Association shall reimburse the Board for the cost of the substitute. No more than a total of two (2) released days per school year may be taken.
- 6.10 Right to Fair Share Fee
- A. Payroll Deduction of Fair Share Fee
The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Noble Local Classroom Teachers Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. Notification of the Amount of Fair Share Fee

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

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payers:

Payroll deduction of such fair share fees shall begin no earlier than January 15, except that no fair share fee deductions shall be made for newly-employed bargaining unit members until after sixty (60) days, which period shall be the required probationary period of newly-employed bargaining unit members.

2. Upon Termination of Membership During the Membership Year:

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

D. Transmittal of Deductions

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

E. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

F. Entitlement to Rebate

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

G. Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;

2. The Association shall reserve the right to designate counsel to represent and defend the employer;
 3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;
 4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.
- 6.11 United Way or Other Charitable Foundation: If at least five (5) members elect to make a charitable donation to the United Way or any other charitable foundation, the Board shall provide the option of doing so by payroll deduction.

ARTICLE VII

WORK DAY/WORK YEAR

- 7.1 The teacher work year shall consist of one hundred eighty-two (182) days or the equivalent number of hours.
- 7.2 The teacher work day shall consist of seven (7) hours and fifteen (15) minutes, inclusive of a thirty (30) minute continuous, uninterrupted, duty-free lunch. Teachers are expected to perform their usual and customary duties beyond the work day without additional compensation such as lesson planning, grading papers, hall monitoring, and bus duty. If the administration schedules school improvement plan work, textbook selection/study, after school detention, professional development, or course of study committee meetings outside the work day, teachers shall be paid \$20.00 for each such hour worked. As part of the teacher's duties, the teacher shall submit the time sheet for additional work within thirty (30) days of work completed. If not scheduled during a seven (7) hour and fifteen (15) minute work day, attendance at open house meetings shall be voluntary, but is encouraged.
- 7.3 A School Calendar Committee shall be established consisting of three (3) members from the Noble Local Classroom Teachers Association, three (3) members of Noble Local Support Association and three (3) members of the combined administration/Board of Education members. No more than two (2) Board of Education members shall serve on the committee at one time. The committee shall meet at least once (1x) per calendar year and make recommendations to the Board of Education for the upcoming school year calendar. The Board of Education shall have the discretion to accept or reject the recommendation.

ARTICLE VIII
SALARIES

- 8.1 A. Effective August 1, 2016, the base salary shall be increased by 3%.
- B. Effective August 1, 2017, the base salary shall be increased by 2%.
1. If line 6.01 of the 5-year forecast for July 1, 2016 through June 30, 2017 is zero (0) or greater (reflecting actual data), the base salary for 2017-2018 shall be increased by an additional 1% on the negotiated index.
- C. Effective August 1, 2018, the base salary shall be increased by 2%.
1. If line 6.01 of the 5-year forecast for July 1, 2017 through June 30, 2018 is zero (0) or greater (reflecting actual data), the base salary for 2018-2019 shall be increased by an additional 1% on the negotiated index.
- D. At no time during the life of this Master Agreement shall the base salary (B.A.-0) step using the current index be below the base salary (B.A.-0) step of the teachers' state minimum salary schedule.
- E. Advancement to the "five-year" column of the salary schedule shall be permitted only after completion of one hundred fifty (150) semester hours of college-level course work, of which fifteen (15) hours must be earned after receipt of a bachelor's degree. This definition shall apply only to employees hired after July 1, 1998.
- F. Employees will only be eligible for advancement to the next subsequent step on the salary schedule upon working a total of one hundred and twenty (120) days in a school year.

8.2 A. Salary Index

<u>Step</u>	<u>BA</u>	<u>5Yr</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	1.0000	1.0500	1.1000	1.1500	1.2000
1	1.0400	1.0950	1.1500	1.2075	1.2600
2	1.0800	1.1400	1.2000	1.2650	1.3200
3	1.1200	1.1850	1.2500	1.3225	1.3800
4	1.1600	1.2300	1.3000	1.3800	1.4400
5	1.2000	1.2750	1.3500	1.4375	1.5000
6	1.2400	1.3200	1.4000	1.4950	1.5600
7	1.2800	1.3650	1.4500	1.5525	1.6200
8	1.3200	1.4100	1.5000	1.6100	1.6800
9	1.3600	1.4550	1.5500	1.6675	1.7400
10	1.4000	1.5000	1.6000	1.7250	1.8000
11	1.4400	1.5450	1.6500	1.7825	1.8600
12	1.4800	1.5900	1.7000	1.8400	1.9200
13	1.5200	1.6350	1.7500	1.8975	1.9800
14	1.5600	1.6800	1.8000	1.9550	2.0400
19	1.6000	1.7250	1.8500	2.0125	2.1000
24	1.6400	1.7700	1.9000	2.0700	2.1600
29	1.6800	1.8150	1.9500	2.1275	2.2200

B. The negotiated Salary Index shall reflect the following educational training:

- BA A member of the bargaining unit who has earned a Bachelor’s Degree from an accredited college.
- 5 Year A member of the bargaining unit who has received a Bachelor’s Degree with either 150 semester hours or has earned additional semester hours to a total of 150 after receiving their Bachelor’s Degree (in accordance with 8.1 D, above).
- MA A member of the bargaining unit who has earned a Master’s Degree.
- MA+15 A member of the bargaining unit who has taken 15 graduate semester hours after receipt of a Master’s Degree.
- MA+30 A member of the bargaining unit who has taken 30 graduate semester hours after receipt of a Master’s Degree.

8.3 Supplemental Salary Schedule: The supplemental salary schedule shall be as indicated below. All positions on the schedule shall be first offered to bargaining unit members who are qualified:

Band Director.....	15.0%
Athletic Director	25.0%
Associate Athletic Director.....	8.0%
Head Football Coach.....	15.0%
Asst. Football Coach.....	9.0%
Jr. Hi Football Coach.....	6.0%
Head Basketball Coach.....	15.0%

High School Basketball Assistant.....	8.0%
Reserve Basketball Coach.....	9.0%
9th Grade Basketball Coach.....	7.0%
Jr. Hi Basketball Coach.....	6.0%
Baseball Coach.....	11.0%
Asst. Baseball Coach	4.0%
Softball Coach.....	11.0%
Assistant Softball Coach	4.0%
Track Coach	11.0%
High School Track Assistant	3.0%
Jr. Hi Track Coach	3.0%
H.S. Cross Country Coach.....	7.0%
Wrestling Coach.....	11.0%
Assistant Wrestling Coach.....	6.0%
Jr. Hi Wrestling Coach.....	3.0%
H.S. Volleyball Coach	11.0%
Asst. Volleyball Coach, H.S.	6.0%
Jr. Hi Volleyball Coach.....	6.0%
Cheerleading, H.S.	6.0%
Jr. Hi Cheerleading	2.0%
Yearbook Advisor.....	6.0%
Senior Class Advisor.....	3.5%
Junior Class Advisor	3.5%
Sophomore Class Advisor.....	2.0%
Freshman Class Advisor	2.0%
Student Congress Advisor.....	2.5%
Drama Advisor.....	5.5%
Attendance Officer.....	4.0%
Mathcounts Coach	2.0%
Science Olympiad Coach.....	2.0%
Destination Imagination Coach.....	2.0%
Choral Director	4.0%
Junior High Year Book	2.0%
Junior High Congress.....	2.0%
Weight Room Coach.....	1.0% per quarter
National Honor Society Advisor.....	4.0%
Building Technology Liaison	\$20/hour
Service Club.....	4.0%
Lead Mentor position	6.0%
Mentor position	3.0%

Resident Educator Mentoring

Mentors shall be provided for the four-year residency program as required by the Ohio Department of Education and ORC. The need for a mentor for each year of the four years shall be determined by the Superintendent and Lead Mentor. Mentors shall be paid as per Article 8.3.

Game Managers

Game managers may be utilized when the AD is unavailable to cover a specific athletic event. Requests for a game manager shall be made in advance and approved by the building principal except in the case of an emergency situation. Compensation shall be \$40.00 per event for those events up to three (3) hours. Compensation shall be \$60.00 per event for those events longer than three (3) hours.

As part of the game manager's duties, he/she shall submit the time sheet for said coverage within thirty (30) days of the season ending.

Supplemental Example: Head FB Coach = \$30,432 (B-0) x .15 = \$4,565

- A. The Treasurer shall pay all supplementals with a check separate from regular payroll checks.
 - B. The Board shall reimburse coaches for sports medicine clinics, not to exceed \$20 per contract year.
- 8.4 When needed, A+ programs shall be offered to staff in the following order:
1. Current staff teaching the student needing remediation
 2. Teacher with most seniority with appropriate certificate
 3. Teacher from district substitute list with appropriate certificate

Teachers shall be compensated for outside work as per Article 7.2.

- 8.5 Employees teaching a dual enrollment course per ORC 3365.02 shall be granted three additional days per diem salary. This salary shall be paid as per Article 8.3. In lieu of the three days salary, the employee may elect to utilize the additional three days or any portion thereof as professional leave. This applies to any requirements to maintain status with partner school(s) for dual enrollment.

ARTICLE IX **INSURANCE**

- 9.1 Open enrollment period is 7/15 to 8/15 each year. Any teacher employed after the above-mentioned deadline will have no more than ten (10) working days to enroll from starting date of employment.
- 9.2 Each full-time teacher enrolled for medical and hospitalization insurance will pay \$45.00 a month for single coverage or \$90.00 a month for family coverage. Only one policy will be provided per family employed by the District. The family members will inform the Treasurer in writing as to which employee will be covered. The medical and hospitalization insurance plan for eligible teachers will be provided through the plan agreed to by the insurance committee. There is no lifetime benefit maximum.
- 9.3 Life Insurance: The Board shall provide each full-time teacher with \$20,000 group term life insurance coverage at its expense.
- 9.4 Tax-Sheltered Annuities: In accordance with Section 9.90 and 9.91 of the Ohio Revised Code, the Board shall provide payroll deduction for teachers enrolled in tax-sheltered annuity programs if:
- A. The teacher's designated agent broker or company executes a reasonable agreement protecting the district from any liability attendant to procuring the annuity; and
 - B. The designee is designated by at least five (5) employees. Teachers may enroll for tax-sheltered annuities ten (10) working days after school begins each year.

Thereafter, a teacher who has enrolled may change the amount contributed once per school year in the month of January.

Each employee shall have the responsibility to determine that the employee's payroll deduction for tax sheltered annuities does not exceed the maximum amount provided under the Internal Revenue Code and regulations applicable thereto, and shall not seek any payroll deduction in excess of that amount. Each employee, upon request of the Treasurer, shall provide to the Board or obtain for the Board, any information which the Board may request to permit it to independently determine the qualified nature of the selected program and the applicable limitations on the amount of deferral. In the event the Treasurer and/or Board are assessed any taxes, charges, penalties or interest as a result of deductions by a member which exceed the IRC maximum limit, those amounts shall be reimbursed by the member to the Treasurer or Board.

- 9.5 Dental Insurance: The Board shall provide dental insurance to all full-time teachers, paying 100% of the total monthly premium for teachers. Only one policy will be provided per family employed by the district. The family members will inform the treasurer in writing as to which employee will be covered.
- 9.6 Vision Insurance: The Board shall provide vision insurance to all full-time teachers, paying a maximum of \$10.00 of the total monthly premium for teachers. Only one policy will be provided per family employed by the district. The family members will inform the treasurer in writing as to which employee will be covered.
- 9.7 The Board reserves the right to change carriers or coverage at any time in order to obtain the most cost-effective coverage for the district as long as substantially the same or better coverage overall is provided.
- 9.8 During the term of this Agreement, a committee of seven (7) employees with three (3) appointed by the Board of Education, two (2) appointed by the Noble Local Support Association and two (2) appointed by the Noble Local Classroom Teachers Association will be jointly formed to gather information and data on the subject of health insurance and make recommendations to the Board.

The Committee will be jointly chaired by a representative of the Associations and a representative of the Board and will be vested with the power to: review health insurance options and providers, investigate problems and concerns with the present providers, request studies and information as necessary to carry out the Committee's purpose; and interview potential health insurance providers in accordance with Board policy. The Committee will report findings and recommendations for any changes to the Board and the Association president.

All representatives on the committee will attend a joint insurance committee training no later than December 31st of any school year in which the membership of the committee changes. The training shall be selected and mutually agreed by the Association and the Board. The Association will contribute matching funds up to One Thousand Dollars (\$1,000.00) per year for the Committee to fulfill its purpose.

- 9.9 All teacher contributions to premium payments will be made by payroll deduction.
- 9.10 All fringe benefits are in effect only during the time that a teacher is under contract to the Board and nothing is carried over beyond the duration of such contract.

A. Exceptions:

1. A teacher on leave of absence may maintain the insurance coverage of 9.1 to 9.4 and 9.6 to 9.7 if he/she continues to pay the premiums during the length of time for which the leave has been granted. Such payment must be made to the treasurer thirty (30) days in advance.
2. Upon the effective date of retirement or resignation, said teacher may continue insurance coverage by the payment of premiums 30 days in advance for a period not to exceed 120 days.

B. Premiums for fringe benefits as mentioned in 1. and 2. above shall be paid directly to the treasurer of the district thirty (30) days in advance of when the premium is due. Failure to make advance payment shall result in the teacher being withdrawn from the plans and all Board responsibility will cease at the time of withdrawal.

9.11 If a teacher resigns having completed all of the duties required under his/her contract, Board-paid insurance benefits cease upon the last day of the individual's contract. If a teacher resigns before performing all required duties, Board-paid insurance benefits cease to be effective the last day of actual service.

9.12 Effective with the beginning date of this contract and thereafter, certificated employees who are employed on a regular, part-time basis, will be eligible for only that corresponding amount of Board-paid fringe benefit. That is, if an employee works one half (1/2) time, the Board would pay only one-half (1/2) the amount of premium normally paid for the full-time employees; three-fifths (3/5) time worked equals three-fifths (3/5) Board-paid premium, etc.

9.13 Employees who take short-term leave without pay (1-20 working days) while in the midst of a work year, will lose Board payment of all fringes during leave time. Thus, said employee will be required to pay for the cost of all fringes for each day that employee is on unpaid leave. Daily cost will be determined by dividing the total annual cost by 182. Payment will be through payroll deduction following the date(s) of the leave.

This section is not to be confused with Section 9.10, A.1.

9.14 Employees who take short-term leave without pay shall not be docked fringe benefits if said leave is used for educational purposes.

ARTICLE X
OTHER FRINGE BENEFITS

10.1 Reimbursement for Graduate Work

The Board will make available a maximum of Twenty Thousand Dollars (\$20,000) per fiscal year for tuition reimbursement granted under this section. Unused money, up to a maximum of \$3,000 will be rolled over at the end of the current fiscal year for use in the subsequent fiscal year only.

A. The Board shall reimburse teachers for graduate hours of work earned commencing August 1, 1998 at a rate of One Hundred Dollars (\$100) per quarter hour and/or One Hundred Thirty-Five (\$135) per semester hour earned, not to exceed a combined total

of twelve (12) quarter hours or eight (8) semester hours in any school year (September through August).

- B. Verification of course work must be submitted to the Superintendent for approval within thirty (30) days after completion of said course work.
- C. Course work must be completed with a grade of B or better if grades are awarded, or completed satisfactorily if no grades are given, and cannot be carried over from one school year into another.
- D. Courses taken must be directly related to the area of instruction of the teacher. All reimbursement, and any exceptions to the above, is subject to the approval of the Superintendent prior to enrollment.

10.2 Mileage: Teachers shall be paid the I.R.S. mileage rate for using personal automobile to conduct approved school business, or attend approved professional meetings. Prior approval must be granted by the Superintendent or designee. Mileage must be turned in to the Board treasurer within sixty (60) days of actual automobile usage; failure to do so will render mileage claim null and void, and the mileage payment request will be denied.

Exception: Extracurricular travel to be exempt from the 60-day limitation.

ARTICLE XI **SEVERANCE PAY**

11.1 The Board shall at the time of teacher's actual STRS retirement, grant severance payment for one-fourth (1/4) of the employee's unused sick leave, not to exceed two hundred forty-five (245) days of unused sick leave (sixty-one and a quarter (61.25) days of severance pay). Only teachers with five (5) or more years of actual full-time service of one hundred twenty (120) days or more in the Noble Local School District shall be eligible for severance pay. Retirement must occur within ninety (90) days of the teacher's last day of actual service.

A teacher retiring in the first year of eligibility for a service retirement under STRS will be given a severance payment for forty percent (40%) of the employee's unused sick leave, in lieu of the one-quarter (1/4) severance benefit, not to exceed two hundred forty-five (245) days. The severance payment upon retirement of forty percent (40%) of the employee's unused sick leave shall expire on July 31.

11.2 The treasurer of the District shall determine the daily rate of pay by dividing the actual number of work days in the work year for said teacher into the annual salary of the teacher, but shall not include supplemental salaries into the calculation. All twelve-month employees shall have their daily rate determined by using two hundred sixty (260) days as the actual number of days of service.

11.3 The teacher must validate his/her retirement to the Treasurer by presenting a retirement check as evidence of retirement before the Treasurer will be authorized to pay the severance claim.

11.4 If a teacher dies, his/her severance pay shall be paid to the estate.

- 11.5 Payment of severance pay shall eliminate all unused sick leave credited to a teacher. No teacher may receive more than one (1) payment.

ARTICLE XII
LEAVES OF ABSENCE

12.1 Unpaid Leaves of Absence

- A. Leaves of absence may be granted to teachers for personal illness, military service, graduate study, parenting and such other reasons as may be approved by the Superintendent and confirmed by the Board of Education.
- B. Upon return from a leave as described above, such teacher will be assigned to the same position, if available, or a similar position for which he/she is certified.
- C. The teacher replacing the regular teacher on leave of absence will be given consideration for vacancies in his/her area of certification.
- D. A leave of absence shall not be granted for more than one (1) year, and may not be renewed.
- E. Notification of intent to return from leave of absence shall be made by the teacher no later than March 30 preceding the September of return. Failure to comply with said notification shall be considered a resignation.

12.2 Sick Leave

- A. Full-time teachers shall accumulate sick leave at the rate of 1 1/4 days for each month under contract. Sick leave shall not accrue with respect to any time a teacher is on unpaid status.
- B. Unused sick leave shall accumulate to a maximum of two hundred forty-five (245) days. Teachers who retire shall be paid for their accrued but unused sick leave in accordance with the severance pay provisions of this Agreement.
- C. Part-time teachers shall accrue and may use sick leave proportionate to the time worked.
- D. Each newly employed regular full-time teacher shall be advanced five (5) days sick leave to be charged against sick leave earned during the first four (4) months of employment.
- E. Teachers may use sick leave for personal illness, pregnancy, injury, or exposure to contagious disease. A signed statement on Board-prescribed forms justifying the need for absence shall be required. Any teacher taking three (3) or more consecutive sick leave days may be required by the Superintendent or his designee to provide a signed physician's certificate.
- F. A teacher may also use sick leave for illness, injury, or death in his/her immediate family. "Immediate family" shall mean spouse, child, grandparents, grandchild, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-

law, mother-in-law, father, mother, a legal guardian, other persons living in the immediate household, other persons who stand in place of a parent (in loco parentis) or other persons approved by the superintendent.

- G. When a teacher is incapacitated and is unable to report to work, he/she shall notify by telephone or other means of communication, his/her building principal or designee as soon as possible on the first day of absence, preferably not later than 6:30 a.m. If such notification is not made, the absence may be charged, upon the recommendation of a principal, to leave without pay. Subsequent notification beyond the first day of absence shall be governed by the nature of the circumstances, always maintaining the 6:30 a.m. guideline mentioned above.
- H. When a teacher is involved in any accident on school property, it must be reported in writing to the building principal or Superintendent on the date of the accident or the following day, if at all possible.
- I. Teachers failing to comply with sick leave rules and regulations will not be paid.
- J. The charging of any leave except sick leave against the sick leave provisions is prohibited.
- K. Falsification of sick leave statement shall be grounds for disciplinary action, including dismissal.
- L. When a teacher knows that an absence shall be for an extended period, he/she shall notify the principal.
- M. One (1) day per school year may be used for death outside the immediate family and charged to sick leave.

12.3 Pregnancy Leave

A pregnancy leave may be granted without pay. Sick leave benefits will be paid, FMLA leave shall be provided or pregnancy leave granted only during the actual period of physical disability as determined by the attending physician in a written statement to the treasurer. Pregnancy leave shall not constitute a break in service for the purpose of calculating seniority but shall not be counted in the calculation of service for placement on the salary schedule.

12.4 Adoption Leave

A bargaining unit member who adopts a child may take paid leave for a period not to exceed fifteen (15) work days. Absence for adoption leave will be deducted from available sick leave or available FMLA leave. If the bargaining unit member has no sick leave available, the adoption leave will not be paid, and unpaid FMLA leave will be used. Adoption leave shall not constitute a break in service for the purpose of calculating seniority and shall not be counted in the calculation of service for placement on the salary schedule.

12.5 Family and Medical Leave

- A. In addition to any and all leave provided herein, and in accordance with the Family and Medical Leave Act of 1993, bargaining unit members shall be annually entitled to a maximum of twelve (12) weeks of unpaid leave for the following reasons:
1. to care for a newborn son or daughter;
 2. for a placement of a son or daughter with the bargaining unit member for adoption or foster care;
 3. to care for a seriously ill spouse, child or parent; or
 4. because of their own serious health condition.
- B. Bargaining unit members must give the Board at least a thirty (30) days' notice, or as much notice as is practicable in foreseeable situations.
- C. Bargaining unit members will not be required to use their accumulated paid leave prior to using the twelve (12) weeks of unpaid leave.
- D. Medical certification may be required to substantiate leave for reason number four (4) stated above with the Board having the option of requiring second and third opinions. Medical Certification shall include the following:
1. the date the condition began;
 2. the probable duration of the condition;
 3. appropriate medical facts regarding the condition and the necessity for the leave; and
 4. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.
- E. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements have been satisfied.
- When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Board may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.
- F. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

12.6 Personal Leave

- A. Qualification: Personal leave is not qualified by any intent or purpose, except as set forth in (c) below.

- B. Authorization: Each teacher shall be authorized three (3) days of personal leave each school year. Any teacher employed after the beginning of the school year shall receive a prorated amount of personal leave for the initial school year.

An applicant for personal leave is required to use the application form provided by the Board. Such application shall be submitted to the building principal or immediate supervisor as far in advance as possible.

- C. Restrictions: Personal leave shall not be used as a means of making any additional income by being paid by another employer.

No more than ten percent (10%) of the staff shall be on personal leave at one time. This will be determined on a seniority basis.

Personal leave shall not be available for use on any extended service day.

- D. Personal leave may be granted under the present policy on the day immediately preceding the Noble County "fair days" school vacation. Such leave may be granted to teachers who are directly involved with the Noble County Fair to such extent that it is highly desirable that said teacher be present at the fair during school time for the purpose of promoting and maintaining the normal activities of the fair. Such a request will be made on the regular personal leave request form and submitted to the Superintendent prior to the date the leave is requested. Such request must be accompanied by a statement signed by the fair board president signifying the nature of the employee's involvement and requesting the teacher's presence at the fair.

- E. Personal leave shall not be used in place of sick leave.

- F. Falsification of a personal leave request or misuse of personal leave shall be grounds for disciplinary action, including dismissal.

- G. The personal leave form shall be as follows:

I have read the personal leave provision as stated in the current Agreement and hereby request personal leave in accordance with the requirements of said provision:

I hereby request _____ day(s) of personal leave beginning at _____ am/pm on _____, 20_____, and ending _____ am/pm on _____, 20_____.

Number of personal leave days used to date this school year _____.

Signature of Teacher

Signature of Approval

12.7 Military Leave

- A. Any regular teacher who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. (Ohio Revised Code Section 3319.14.)
- B. A teacher returning from military service will be returned to a position comparable to that held before leave and given full credit on the salary schedule for such service, not to exceed five (5) years.

12.8 Absence for reasons other than sick leave: Only the Superintendent may arrange for a teacher to be absent from his/her job for any reason other than those permitted under sick leave or personal leave.

- A. Such requests must be presented in writing and should allow sufficient time to obtain a suitable substitute.
- B. Such absence will not be deducted from sick leave.
- C. In each case, the Superintendent shall select one of the following options with regard to salary:
 - 1. Loss of pay
 - 2. No loss of pay
- D. Unpaid day(s) may be permitted in accordance with Section 9.12 of the contract.
- E. The decision of the Superintendent in the above shall be final.

12.9 Civil Leave

A bargaining unit member who is subpoenaed as a witness in a civil or criminal case, or by a government agency such as or equivalent to the State Employment Relations Board, or is called and serves on a jury, shall be granted paid leave for that period of time that he/she is unable to report to work. Notification shall be made in advance, but not less than 24 hours, when possible.

An employee who is absent in response to jury duty or a civil or criminal subpoena in a case in court shall have deducted from his/her salary the amount of any witness fee or other compensation. A certificate signed by the employee and stating the amount of such fee or other compensation, if any, must be submitted by the employee to the treasurer.

12.10 Professional Leave

- A. Policy, definition, intent, and purpose: Professional leave is defined as time away from school for the purpose of participating in meetings or conferences or school activities of which the intent and purpose will be to have a direct positive effect on the educational activity of the teacher and the school programs to which said teacher is assigned.
- B. Authorization: An applicant for professional leave is required to use the application form provided by the Board. Such application shall be submitted at least seven (7) working days in advance of the day for which the leave is requested. Said form is to be submitted to the Superintendent.

Approval may be granted only by the Superintendent or Superintendent's designee who will use as criteria for approval 1) the nature of the request, 2) the availability of funds, and 3) the intended effect on the educational activity. The decision of the Superintendent shall be final.

- C. Restrictions: Professional leave shall not immediately precede or immediately follow a regularly scheduled school vacation. No more than ten percent (10%) of the staff shall be on professional leave at any one time. If necessary, this will be determined on a seniority basis.
- D. Falsification: Falsification of a professional leave request, or misuse of professional leave, shall be grounds for disciplinary action, including dismissal.

12.11 Resignations

A. Mid-Term Resignations

1. It is not mandatory that the Superintendent and Board honor a mid-term resignation.
2. A mid-term resignation may be honored providing the result of such resignation is not detrimental to the students affected by such action.

B. End-of-Year Resignations

1. To ensure educational planning, to facilitate a smooth change in personnel, and to continue curriculum development, a teacher deciding to resign should inform the Superintendent of his/her decision as soon as possible, and preferably before the end of the school year.
2. A teacher may terminate his/her contract with the Board at the close of any school year on or before July 10.
3. The Board will not honor resignations after July 10 until a suitable replacement is employed.

- C. Issuance of Contracts: Contracts shall be issued on or before May 15 each year. Each teacher shall sign and return his/her contract within ten (10) calendar days after receipt thereof. If a teacher fails to sign and return the contract, the Superintendent shall notify him/her that he/she has five (5) calendar days to do so. Failure to do so may be deemed an automatic resignation.

12.12 Attendance Bonus

- A. Full-time teachers at the end of each contract year, will receive two-thirds (2/3) per diem rate for each unused personal day with the option of rolling over one (1) unused day per year up to a maximum of five (5) days accumulated personal leave by notifying the treasurer by the final teacher workday of the year.

12.13 Assault Leave

- A. A teacher who is required to be absent due to disability resulting from an assault related to the performance of the teacher's duties shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted for not to exceed

thirty (30) days upon delivering to the treasurer a signed statement on forms prescribed by the Board of Education and maintained by the treasurer. Such statement will indicate the nature of the injury, the date of the occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the willingness of the teacher to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

- B. Full payment for assault leave, less worker's compensation and any other Board-provided financial remuneration, shall not exceed the teacher's per diem rate of pay and will not be approved for payment unless and until the forms and certificate, as provided above, is supplied to the treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.16.
- C. Where the teacher exhausts the assault leave, he/she may use sick leave. If sick leave and the assault leave provided herein become exhausted, the teacher may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted member becomes eligible for benefits under the State Teachers Retirement System because of any disability or because of age, or where the teacher's employment by this district ceases, this leave provision shall no longer apply.

12.14 Sick Leave Bank

If an employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness, or injury of the bargaining unit member or bargaining unit member's spouse, children, or parents as determined by the individual's physician, and additional days are still needed, then he/she may request through the Association that additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish an internal policy to administer such a transfer. The Association shall notify the treasurer of the Board, in writing, of the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by the bargaining unit member involved authorizing the Board treasurer to transfer the days. These additional limitations will apply to this paragraph:

- A. It cannot be used if the bargaining unit member has applied for disability retirement;
- B. No more days can be given than needed by the bargaining unit member to serve out the regular school year, only that school year;
- C. The bargaining unit member must exhaust his/her own sick leave days;
- D. The bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated sick days;
- E. A bargaining unit member's donation of sick leave to another bargaining unit member shall not count as use of sick leave for the purposes of calculating the non-use incentive payment;
- F. The total number of transferred days a bargaining unit member can use is forty (40) in one school year;

- G. The Association will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the Association's administration of the sick leave transfer days;
- H. The Sick Leave Bank Committee shall consist of the NLCTA president, two (2) members appointed by the NLCTA, the Superintendent, and two (2) persons appointed by the Superintendent. All decisions of the Sick Leave Bank Committee require a majority vote. All decisions are final and not grievable.

ARTICLE XIII
TEACHER LOAD AND ASSIGNMENT

- 13.1 When regular teachers of special subjects are assigned to instruct a total classroom unit in physical education, art, and music, the regular classroom teacher shall not be required to remain in the classroom unless the classroom teacher's presence will serve the continuity of instruction. The necessity for the teacher remaining will be determined by the building principal.
- 13.2 If the administration requests a teacher to substitute during his/her planning time, the teacher shall be paid \$17.50 for each class period covered.
- 13.3 Teacher participation in extracurricular activities after the regular school day for which no additional compensation is paid shall be voluntary. Non-participation in such activities shall not be a valid item for teacher evaluation purposes.
- 13.4 Regular monthly faculty meetings called by the principal shall be scheduled at the beginning of the school year. Such meeting shall be cancelled or rescheduled if necessary. When held in the afternoon, said meetings shall commence as soon as possible following student dismissal time and shall be completed within one-half (1/2) hour, if possible. Other urgent meetings may be called. Routine administrative and Association announcements should be reduced to writing and distributed to all teachers instead of being part of the meeting agenda. All teachers shall attend faculty meetings unless excused by the building principal.
- 13.5 All regular teachers shall be assigned within their area(s) of certification and every effort will be made to assign substitutes within their areas of certification. This provision shall apply to new teachers employed for the 1984-85 school year and thereafter.
- 13.6 Teachers who will be affected by a change in grade and/or building assignment in the elementary grades and by changes in subject assignments in the secondary grades shall be informed by their principal or Superintendent and discuss the change with him/her prior to December 1st, when possible, for the second semester and prior to June 1st, when possible, for the following year. Any further changes will be made only after discussion with the teacher or teachers concerned. The Superintendent will retain the statutory right to assign teachers.
- 13.7 Transfers and Assignment

- A. Posting

All vacancies in positions within the bargaining unit shall be posted in each school for seven (7) work days. Notification of vacancies during the summer months will be completed by email and district all-call unless otherwise requested. Vacancies which occur after the first paycheck in August will also be posted in the Superintendent's

office. The Association President shall receive a copy of all postings for vacancies for bargaining unit positions at the time of their posting. Teachers applying for vacancies shall have the opportunity to meet with the building principal to discuss the vacancy. A vacancy shall exist whenever a teacher permanently leaves the employ of the District because of resignation, retirement, death, non-renewal or termination. The Superintendent shall determine when and whether a vacancy shall be filled. Vacancies and newly created positions which the Superintendent determines must be filled immediately due to unusual circumstances shall be posted for three (3) work days. Vacancies created by filling positions in accordance with this section need not be posted; however, members of the bargaining unit shall be afforded due consideration for said vacancies upon application. Vacancies created by filling positions in accordance with this section shall not exceed three (3) if the vacancy occurs after August 1 of the new school year. A fourth vacancy resulting will be filled for the duration of the school year by a long term substitute and posted for the succeeding school year. Qualified bargaining unit members who apply for a vacancy will be interviewed. The notice shall specify the last day for application. The Superintendent shall retain the sole authority to assign and transfer pursuant to Section 3319.01 of the Ohio Revised Code.

B. Change in Assignment

Teachers requesting a change in grade level, subject area, or building shall notify the Superintendent in writing by March 30. If requested, a teacher desiring a change of assignment may meet with the building principal or principals involved and the Superintendent to discuss the request.

C. Reassignment/Reduction in Enrollment

When reassignment is necessitated by reduction in enrollment or sign-ups, teachers in the grade level or department may discuss the transfer with the building principal. If a voluntary reassignment cannot be made, the Superintendent shall exercise his authority to reassign under Section 3319.01 of the Ohio Revised Code.

D. Involuntary Transfer and Assignment

The Superintendent or principal shall notify a teacher who is to be involuntarily transferred or assigned in writing of the reasons for the action. The teacher shall have the opportunity to discuss the reasons in a personal conference with the Superintendent or principal. Teachers involuntarily transferred or reassigned may request a further change in assignment in accordance with (b) above. The Superintendent shall retain the sole authority to assign and transfer teachers in accordance with Section 3319.01 of the Ohio Revised Code and the reasons for such action shall not be grievable or arbitrable.

E. Notification of Transfer

Whenever possible, teachers shall be notified of transfers/reassignments by August 1st. Any teacher involuntarily transferred after August 15th for the upcoming school year shall be paid one (1) additional day of classroom preparation at their daily rate of pay.

ARTICLE XIV
INCLUSION

14.1 Individualized Education Program (IEP) Team

The special education supervisor will try to schedule IEP meetings so that teachers whose duties would be impacted by the IEP will have the opportunity to participate. The teacher can also request a meeting with the special education supervisor to review the IEP and/or the placement of the student. If a teacher believes that a student's placement is inappropriate, the IEP team will be reconvened to discuss the placement and to reach a resolution.

14.2 Training/Staff Development

The district shall offer training and/or staff development programs for those teachers involved with inclusion to enable the teacher to implement the IEP.

14.3 Class Size

Students with disabilities as identified by their IEP shall count as two (2) pupils for the determination of class size as deemed appropriate by the IEP team.

14.4 Specialized Health Care Procedures

Teachers shall not be required to perform medical procedures.

14.5 Support Services

Support services as identified in the IEP will be provided.

ARTICLE XV
GRIEVANCE PROCEDURE

15.1 Definitions

- A. A grievance is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. If a grievance arises, there shall be no strike or any other work action, for it is intended that the complaint shall be processed under this procedure.
- B. A grievant shall mean a teacher, group of teachers within the bargaining unit, or the Association itself who alleges that some violation, misinterpretation, or misapplication of the Agreement has actually occurred.
- C. The number of days indicated at each level shall be considered the maximum. The administration's failure to adhere to time limits shall result in the automatic advancement to the next level of this procedure. A grievant's failure to appeal a grievance to the next step within the time limits shall result in acceptance of the decision at the previous level.
- D. Employee(s) required to appear at an arbitration hearing occurring during the regular work day will be given release time without loss of pay.

15.2 General Provisions

- A. This procedure shall be the sole and exclusive mechanism for resolving grievances.
- B. The grievant shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions.
- C. Copies of the documents pertaining to a grievance which have been filed shall be placed only in confidential files of the Superintendent and the president of the Association. The Superintendent shall make the documents available only to the members of the Board or release them by court decision.
- D. No grievant may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this procedure.
- E. No grievant shall be denied the right to legal advice and/or counsel in any of the formal levels of the procedure, but may have a full-time employee accompany him/her as a witness at Level One.
- F. A grievance may be withdrawn at any level without prejudice or record, but the grievance may not be refiled.
- G. The administration shall notify the Association in advance of any meeting or hearing held for the purposes of adjusting a grievance at any level.

15.3 Level One – Informal

Any teacher with a problem must have privately discussed this problem first with his/her immediate supervisor before a written grievance may be filed. The teacher shall present the grievance within twenty (20) days of the occurrence on which the grievance is based or the grievance shall be considered waived.

15.4 Level Two – Formal

- A. If the informal discussion does not resolve the grievance to the satisfaction of the teacher, such teacher shall have the right to lodge a written grievance with the teacher's building principal, or immediate supervisor. The grievance shall be presented within five (5) days following the discussion at Level One or the grievance shall be considered waived.
- B. The written grievance shall be submitted on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of the written agreement allegedly violated, misinterpreted or misapplied and the relief sought. A copy of such grievance shall be filed with the Superintendent. The grievant shall have a right to request a hearing before the building principal or immediate supervisor. Such hearing shall be conducted within five (5) days after the receipt of such request. The grievant shall be advised in writing of the time, place, and date of such hearing.
- C. The building principal shall take action on the written grievance within five (5) days after the receipt of said grievance, or if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action

shall be reduced to writing and copies sent to the grievant, the Superintendent, and the president of the Association.

15.5 Level Three – Formal

- A. If the action taken by the building principal or immediate supervisor does not resolve the grievance to the satisfaction of the grievant, he/she may appeal in writing to the Superintendent. Failure to file such appeal within five (5) days from receipt of the written notice of the principal's or supervisor's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after receipt of the request. The grievant and the president of the Association shall be advised, in writing, of the time, place, and date of such hearing.
- B. The Superintendent shall take action on the appeal of the grievance within five (5) days after receipt of the appeal, or if a hearing is requested, five (5) days after the conclusion of such hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the building principal, or supervisor, the treasurer of the Board of Education and the president of the Association.

15.6 Level Four – Formal

- A. If the grievant is not satisfied with the disposition at Level Three, he/she may request the issue be submitted to the Board grievance committee within five (5) days after receipt of the written notice of the action taken by the Superintendent. Failure to file such appeal within five (5) days from receipt of the written notice of the Superintendent's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Board committee within five (5) days after the receipt of the request. The grievant and the president of the Association shall be advised, in writing, of the time, place, and date of such hearing.
- B. The Board committee shall take action on the appeal of the grievance within five (5) days after receipt of the appeal, or if a hearing is requested, five (5) days after the conclusion of such hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the building principal or supervisor, the Superintendent, and the president of the Association.

15.7 Level Five – Formal

- A. Within five (5) days after receipt of the written notice of the action taken by the Board grievance committee, if the grievant is not satisfied with the disposition at Level Four, he/she may make a written request to the Association that the grievance be submitted to arbitration. The Association, if it so desires, shall notify the Superintendent in writing within ten (10) days of receipt of the request of the grievant for arbitration that the Association will appeal the decision to arbitration.
- B. The parties will jointly request a list of arbitrators from the American Arbitration Association (AAA). The selection of the arbitrator and the hearing shall be conducted in accordance with the rules and regulations of the AAA except that either party may request and shall receive a second list of arbitrators.
- C. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective bargaining contract, nor add to, detract from, or modify the language therein in arriving at his/her decision concerning any issue

presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

- D. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law and rules and regulations having the force and effect of law.
- E. The arbitrator shall submit his/her decision to the grievant, the Board grievance committee, the Superintendent, the treasurer of the Board of Education, and the president of the Association. His/her decision shall be binding upon the parties. The arbitrator's decision shall be submitted within thirty (30) days of the hearing unless otherwise agreed by the parties. Cost of the arbitrator's services shall be shared equally by the parties.

ARTICLE XVI

PERSONNEL FILES

- 16.1 An official personnel file shall be maintained in the Superintendent's office for each teacher.
- 16.2 Official personnel files shall be confidential to the extent permitted by law. Should any individual not employed by the school district request to review the personnel file of a district employee, then the following procedure shall apply prior to the release of such records:
 - A. The employee shall be notified in writing that the file has been reviewed. If copies were distributed, a second copy shall be made available to the employee if requested.
 - B. The Superintendent/Treasurer/designee shall be present when such file is released for review.
- 16.3 No anonymous complaint critical of a teacher shall be included in the file.
- 16.4 If a teacher disputes the accuracy, relevance, timeliness, or completeness of information in his/her personnel file, he/she shall request the principal to conduct an investigation in accordance with Section 1347.09 of the Ohio Revised Code. Any claim under this Article shall be processed solely in accordance with Section 1347.09 and any other available legal remedy. Article XV of this Contract shall not apply to this Article.
- 16.5 If the teacher is not satisfied with the administration's determination of his or her claim submitted in accordance with 16.4, the teacher may include in the file a brief statement setting forth his/her position on the disputed information.
- 16.6 The employee may request and shall be allowed to review his/her file immediately upon request if staff is available. Upon request a teacher will receive a reproduction of any item in his/her file.

ARTICLE XVII
FAIR DISMISSAL/JUST CAUSE

- 17.1 A full written record of evaluation of a teacher’s professional services shall be maintained in accordance with the Evaluation Procedure prior to any action of nonrenewal. The building principal shall make copies of such information available to the teacher.
- 17.2 The building principal shall give the teacher his written recommendation for the renewal or nonrenewal of the teacher’s contract prior to Board action. If the evaluator’s recommendation is nonrenewal, the evaluator shall give the teacher written reasons for such recommendation no later than May 10. A teacher so affected shall be granted a hearing before the Board within ten (10) days of a written request. The Board shall not take action to nonrenew prior to such requested hearing. The Board shall give the teacher written notice of nonrenewal on or before June 1. Such notice may be given either in person or by mailing a certified letter to the teacher’s most recent address on record in the treasurer’s office.
- 17.3 Beginning with the third teaching contract, the Board shall non-renew a teacher’s contract for just cause and unsatisfactory performance as specified in written evaluations. As used in this Article, “just cause” means a cause which must be based on reasonable grounds, and there must be a fair and honest cause or reason, regulated by good faith.
- 17.4 The provisions of this Article shall supersede any conflicting provision of state law, including but not limited to ORC 3319.11, 3319.111, and 3319.112. A first-year or a second-year teacher shall only receive those rights as provided by law. Any challenge to the Board’s action non-renewing a contract shall be by a grievance filed within twenty (20) days of the teacher’s receipt of notice of the action and shall be filed at Level Five of the grievance procedure. Filing a grievance shall be the exclusive means of challenging a nonrenewal action.

ARTICLE XVIII
SEQUENCE OF TEACHERS’ LIMITED CONTRACT

- 18.1 All teachers who do not qualify for continuing contract shall, when employed and if reemployed, receive contracts in the following sequence:

	<u>Duration of Contract</u>
1st Contract	1 year
2nd Contract	1 year
3rd Contract	1 year
4th Contract and each contract thereafter	3 years

This contract sequence shall not apply to supplemental and extended service contracts.

- 18.2 The Board may reemploy a teacher on a limited contract for fewer years than set forth in this provision if the Board or administration determines that a teacher’s performance is not satisfactory as set forth in a written evaluation in a teacher’s file which specifies the deficiencies. If the Board reemploys the teacher at the end of this probationary contract, it shall be for the number of years otherwise indicated in this Article.
- 18.3 All teachers who qualify for continuing contract status as provided in Section 3319.11 of the Ohio Revised Code shall apply in accordance with the following procedure:

- A. The teacher will first notify the Superintendent of his/her eligibility for a continuing contract on or before January 1 of the school year in which the limited contract is expiring, or the school year he/she wishes to be considered for continuing contract. Such contract shall become effective at the beginning of the next school year.
- B. A teacher who notifies the Superintendent of his/her intention to obtain continuing contract status and who completes all requirements in this section shall be considered for continuing contract. Nothing contained herein shall limit any rights or benefits provided by Ohio Revised Code 3319.11, 3319.08, or any other related provision.

18.4 Criminal Background Check

The Board shall reimburse, up to Twenty Dollars (\$20.00), any bargaining unit member for the cost of the criminal background check necessary to apply for new and renewed licenses and permits. Such background checks will be done in accordance with the Ohio Revised Code.

ARTICLE XIX **REDUCTION IN FORCE**

- 19.1 A Reduction in Force shall be defined as the reduction of or the elimination of a position in the bargaining unit.
- 19.2 If a current bargaining unit member resigns or retires, the Board may elect not to replace that bargaining unit member if the elimination of the position does not impede the educational programs of the school district as determined by the Superintendent and Board of Education.
- 19.3 The board may implement a reduction in force following territorial changes that affect the district, decreased enrollment, return to duty of regular teachers after leaves of absence, or for financial reasons. To the extent possible, the number of bargaining unit members affected by a reduction in force will be minimized by not employing replacements for bargaining unit members who retire or resign. It is recognized that attrition alone may not be sufficient to accomplish necessary reductions.
- 19.4 Having made a determination that such reduction is to be recommended to the Board for the above reasons, the superintendent shall inform the Association of the decision at least twenty-eight (28) calendar days prior to the Board meeting at which action shall be taken on the reduction. The notification shall include the reason(s) for the RIF; the position(s) to be reduced or eliminated; the proposed date of the Board's action to implement the RIF; and the proposed effective date of the RIF. The Superintendent and Association shall meet and review the reasons for the proposed Reduction in Force, its impact, and any other related subjects if requested by the Association, within ten (10) days of the receipt of the notification. Within five (5) days of the request by the Association, a meeting shall be set between the Superintendent and the Association's representatives unless such a date is mutually extended.
- 19.5 The Association shall be given a reduction in force list which includes all teachers in each area of certification affected by the RIF. Within each such affected area, all teachers shall be listed in the order of district seniority.
- 19.6 A. In making any reduction in force, the board shall proceed to suspend contracts in accordance with the recommendation of the superintendent, who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall

not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations, as defined below.

- B. A teacher whose contract is to be or has been suspended may displace a teacher in an area unaffected by a RIF. Teachers must exercise displacement rights within seven (7) calendar days of notification of their right to do so.
- C. On a case-by-case basis, in lieu of suspending a contract in whole, a board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.
- D. Any bargaining unit member whose contract is to be suspended for the purposes of reduction in force will be so notified in writing at least fourteen (14) calendar days prior to the Board meeting at which action is to be taken. Such written notice will include the proposed time schedule and the stated reasons for the proposed action.
- E. No transfer, reassignment, or reclassification shall be made during a period of RIF which would permit the employment of a non-bargaining unit member and prevent the recall of a teacher on layoff status.
- F. Work previously performed by a teacher whose contract has been suspended by an implementation of a Reduction In Force shall not be subcontracted.
- G. While on layoff, a teacher will have the option to remain an active participant in fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits in accordance with COBRA rules and regulations.

19.7 Definitions

- A. Area of certification or licensure means any teaching fields and/or subjects for which a teacher is certified.
- B. Affected area or affected teaching field means an area of certification or licensure in which a reduction in force is to be made.
- C. Comparable evaluations shall be as defined in Article XXI.

19.8 Recall

Teachers selected for suspension of contract shall immediately be placed on a Recall List for a period of twenty-four (24) months from the effective date of the RIF. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. A teacher whose name appears on the recall list shall be restored (recalled) if and when a position becomes available for which he or she is certified or licensed. Notice of recall shall be given by telephone and registered mail to the last telephone number and last address given by the teacher to the Board. It shall be the responsibility of the teacher to keep the Board advised in writing of a telephone number and mailing address at which he or she can be reached. The rights herein granted to a teacher shall be forfeited by the teacher should he or

she (1) waive his or her recall rights in writing; (2) resign; (3) fail to accept recall within five (5) days of mailing registered mail, as provided for herein, except a teacher may refuse a recall offer one time until the beginning of the next fiscal year if already under contract in another district only; or (4) fail to report to work in a position that he or she has accepted within five (5) school days after receipt of the notice of recall.

The teachers whose continuing contracts are suspended by the board shall have the right of restoration to continuing service status by the board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this section shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district.

19.9 Seniority List

A seniority list shall be given to the Association president not later than October 5 of each year. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified/licensed.

ARTICLE XX **TEACHER RIGHTS**

20.1 Reprimand of Staff

No teacher will be disciplined or confronted in the presence of another bargaining unit member, a non-certified employee, a student, or parent. If an administrator intends to take disciplinary action against a teacher, the teacher will be informed ahead of time that he/she has the option of bringing an Association representative.

20.2 Complaints Against Teachers

- A. Normally, teachers will be notified of any complaints against them. However, if the administrator determines in his/her discretion that the complaint is frivolous and that no record of the complaint will be made or adverse action will be taken against the teacher, then the teacher need not be notified. Teachers shall have the right to respond in writing to any negative information about them that is placed in their personnel files.
- B. Whenever a complaint is brought to the Administration or Board of Education concerning an Association Member, when the Board is considering action to remediate the complaint, the Association Member will be provided a meeting with a Board Member (representative), Superintendent, Principal and/or Athletic Director as applicable, to discuss the proposed actions. The member is allowed to have an Association representative present.

20.3 Planning /Preparation Periods

- A. Each full-time classroom teacher shall be provided forty (40) consecutive minutes daily for instructional planning, and evaluation and conferences.

- B. Each full-time classroom teacher in grades 9-12 shall receive at least one (1) planning period per day.
- C. Such planning time shall occur within the agreed workday.

ARTICLE XXI **EVALUATION**

21.1 Purpose

- A. To improve instruction
- B. To help the member to achieve greater effectiveness in performing assigned duties.
- C. To provide a written record of a member's performance to be used:
 - 1. As evidence of a member's performance.
 - 2. In advancement of position and awarding of continued employment.
 - 3. As reference material for recommendation to other systems.
 - 4. To serve as written documentation in cases of nonrenewal, termination or discipline, or reductions in force.
- D. Evaluations shall be conducted in accordance with Board policy, in effect as of March 17, 2016, and the procedures set forth below.

21.2 Open Appraisal

- A. All monitoring or formal planned observation of work performances of a member shall be conducted openly. All formal planned observations and evaluations shall be performed by an ODE credentialed evaluator. It is the intent that district evaluators shall be utilized except in extenuating circumstances.
- B. All members, during the first month of school, shall be thoroughly advised by the immediate supervisor as to the evaluative procedure to be used, and the evaluative instrument will be shown and explained. The member upon request will be given a copy of the evaluative instrument.

21.3 Fair Consideration of Work Effort

- A. Members shall be evaluated on their classroom performance only after a formal planned observation of not less than thirty (30) minutes.
- B. All formal planned observations shall be followed within five (5) days by a conference between the Supervisor and the member in order for questions arising from the observations to be discussed.
- C. All evaluations shall be in writing.
- D. All evaluations shall acknowledge strengths as well as weaknesses.

- E. All evaluations shall be signed by both the evaluator and by the person evaluated and kept on file. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been inspected by the member.
- F. The person evaluated shall be given the opportunity to rebut the evaluation in writing. Any written rebuttal must be provided within ten (10) teacher work days of receiving the evaluation.

21.4 Process

- A. Effectiveness rating shall be based on the final summative evaluation.
- B. Only the final summative rating and teacher smart goals shall be entered into eTPES, subject to changes in the law regarding eTPES.
- C. Formal planned observations are planned in advance. Walk-throughs may be unannounced.
- D. When determining comparable evaluations, the administration shall consider the average of four (4) years of summative evaluations. Summative evaluations shall be awarded points as follows:

Accomplished = 4 points
 Skilled = 3 points
 Developing = 2 points
 Ineffective = 1 point

Those teachers with averages within one (1) point shall be considered comparable.

- E. Until four (4) years of applicable data is available, all teachers are considered comparable.

21.5 Frequency of Evaluations

The frequency of evaluations and formal planned observations shall be consistent with Ohio Revised Code 3319.11, 3319.111, and 3319.112.

- A. All formal planned observations shall be completed by the following dates: first observation completed by the final day of the first semester and all other formal planned observations completed by May 1.

ARTICLE XXII
TEACHER TERMINATION PROCESS

- 22.1 The contract of a teacher in the Noble Local Schools may not be terminated except for gross immorality; for willful and persistent violations of reasonable regulations of the Board of Education; for other good and just cause; or for unsatisfactory teaching performance. All terminations shall be accomplished in accordance with the procedures established in Revised Code Sections 3319.16 and 3319.161. The referee shall apply the grounds above set forth in place of those specified in R.C. Section 3319.16. Non-renewals of limited contracts shall continue to be governed by the provisions of Article XVII of this Agreement.

- A. “Unsatisfactory teaching performance” is a performance pattern evidencing the failure of a teacher to remedy a deficiency or deficiencies identified in the evaluation process set forth in Section 22.3 below where such deficiency or deficiencies demonstrate that the teacher is ineffective in the performance of assigned teaching duties, exclusive of supplemental contract duties.
- 22.2
- A. Before acting to terminate any teacher’s contract for unsatisfactory teaching performance, the Board shall comply with the process set forth in Section 22.3 below. The procedures set forth in Section 22.3 below will be followed only in instances where a termination for unsatisfactory teaching performance is contemplated.
 - B. Before presenting a recommendation to the Board for termination of a teaching contract for unsatisfactory teaching performance, the Superintendent, upon the recommendation of the building principal, will provide the teacher with a written notice, which notice will include the following:
 - 1. The specific deficiency or deficiencies identified in the process set forth in Section 22.3 below that have not been corrected and which demonstrate ineffectiveness of performance of teaching duties; and
 - 2. The process prescribed and recommended pursuant to Section 22.3 to correct such deficiency or deficiencies.
- 22.3
- When the administration has identified concerns with the teacher’s performance such that a termination for unsatisfactory performance is contemplated, the teacher will be so notified in writing by certified mail or by personal delivery with receipt signed by the teacher or a witness to the delivery prior to initiating this procedure. A copy of this notice shall be provided to the Association president. The following procedure will be followed:
- A. Method of Appraisal and/or Evaluation:
 - 1. The program of professional staff appraisal and evaluation will be accomplished in full conformance with the procedures of Article XXI.
 - 2. The program of professional staff appraisal and/or evaluation consists of observations of the teacher’s performance of assigned teaching duties, exclusive of supplemental contract responsibilities. Such appraisals and/or observations must be written and shared with the teacher before they may be utilized.
 - B. Frequency of Observations:
 - 1. Before the Board initiates a contract termination for unsatisfactory teaching performance, the teacher will have been observed in a classroom setting or equivalent setting a minimum of three (3) times in three (3) different months with at least six (6) weeks between observations.
 - 2. The individual teacher and the evaluator mutually may agree upon additional observations.
 - C. Report of Observations:
 - 1. The observation shall be in accordance with Article XXI.

2. A teacher, by signing copies of the written formal observation, acknowledges only that the teacher has read and received a copy of the written formal observation.
3. The teacher shall be given the opportunity to submit a written response to the written formal observation, which response will be placed in the teacher's personnel file. This response will be made within five (5) school days from receipt of the written formal observation and will be attached to the original. An additional five (5) school days for submission of the response is available provided the teacher notifies the observer that the teacher intends to submit such a response.
4. The evaluation documents and any teacher responses, a full record of the recommendations for improvement made to the individual teacher, the assistance suggested and offered to the individual teacher, and any subsequent changes reported in the individual's performance will be maintained in the personnel file for such individual. The teacher will be permitted to place documents, responses, and other pertinent written material in the teacher's personnel file.

D. Teacher Rights and Obligations to Demonstrate Improvement:

1. After reading and discussing the written appraisal or evaluation with the appraiser or evaluator, the teacher will be given specific and detailed suggestions and recommendations regarding means to improve performance and offered specific assistance to obtain such improvement. It shall be the joint responsibility of the teacher and principal to develop a written plan to overcome any reported deficiencies. At the teacher's request, an Association representative of his/her choice shall be offered the opportunity to participate in the development of this plan. The principal may request consultation assistance from another member(s) of the administration in the development or implementation of the written plan.
2. Following development of the written plan, the principal is responsible for offering specific assistance in accordance with the plan to the teacher in the implementation of the plan. The teacher is responsible for implementation of the provisions of the written plan which are designed to improve his/her performance and is responsible for maintaining his/her teaching performance at acceptable levels.
3. The teacher will be offered the assistance specified in the written plan and will be afforded a reasonable period of time, not less than three (3) months, to correct the specified deficiencies. If an individual fails to correct the specified deficiencies, the individual shall be notified in writing of the failure.
4. If, after the implementation of such written plans on two (2) separate occasions, the teacher has not achieved the desired goal of demonstrated improvement, then the principal may recommend to the Superintendent termination of contract for unsatisfactory teaching performance.
5. Following such recommendation, the Superintendent shall convene a meeting involving the principal, other administrators involved in the evaluation process, the teacher, and a representative(s) and/or the Labor Relations Consultant. The Superintendent shall be advised in advance of the meeting of the teacher's intent to involve the consultant, and if such consultant will be in attendance, the Board retains the right to involve a representative of its choice.

6. Any grievance filed pertaining to this Article can be filed only to contest alleged noncompliance with the procedural aspects set forth herein. Decisions and reasons in support of a teacher's evaluation or appraisal, deficiencies identified in the process, suggestions and recommendations for improvement, and conclusions with respect to teaching performance are not grievable but may be contested in the referee hearing and any subsequent appeals. It is expressly understood that the grievance procedures may not be employed to challenge a termination decision taken in accordance with the procedures set forth in Revised Code 3319.16 and 3319.161. However, any termination decision there reached may be appealed to the courts as provided by law.

ARTICLE XXIII
BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS

- 23.1 For purposes of this section, total annual salary and salary per pay period for each teacher shall be the salary otherwise payable under this Agreement and his/her contract. The total annual salary and salary per pay period of each teacher shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary or salary per pay period which is required from time to time by State Teachers Retirement System (STRS) to be paid as an employee contribution by said teacher and shall be paid by the Board to STRS on behalf of said teacher as a "pickup" of the STRS employee contribution otherwise payable by said teacher. A teacher's cash salary shall be equal to said teacher's total annual salary or salary per pay period less the amount of the pickup for said teacher and shall be payable, subject to the applicable payroll deductions, to said teacher.
- 23.2 The Board's total combined expenditures for teachers' total annual salaries otherwise payable under their contracts and applicable Board policies including pickup amounts and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this Article not been in effect.
- 23.3 The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total annual salary, including the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- 23.4 The "pickup" shall be included in the teacher's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose. The "pickup" shall apply to all payroll payments made forty-five (45) days after the execution of this Agreement.

ARTICLE XXIV
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 24.1 The Board and Association agree to create a local professional development committee, hereinafter called LPDC effective in January 1998.

- 24.2 The LPDC shall have five (5) teacher members elected by the Association and four (4) members selected by the Superintendent.
- A. The Association, pursuant to its constitution, shall determine the method(s) of recalling or replacing LPDC teacher members.
 - B. The Superintendent shall determine the recall and replacement of non-teacher LPDC members.
 - C. The Association shall determine the terms of office for the LPDC teacher members.
 - D. The Superintendent shall determine the terms of office for the non-teacher members.
 - E. The LPDC shall determine the committee's structure, (i.e. president, vice-president, and recorder).
 - F. The LPDC shall determine its meeting schedule (subject to the Superintendent's approval if meetings are requested on school time).
 - G. Whenever an Administrator's coursework plan is being discussed or voted upon, the Local Professional Development Committee shall, at the request of one of its Administrative members, cause a majority of the committee to consist of Administrative members by reducing the number of teacher members voting on the plan.
 - H. Each LPDC member shall be paid a fifty dollar (\$50) stipend per meeting attended after the school day or after the regular school year, up to a maximum of ten (10) meetings per school year. The recorder shall be paid an hourly rate for necessary clerical duties required beyond the time of the normal LPDC meeting time.
 - I. The LPDC shall determine to what extent to keep and retain records of its meetings, decisions, and recommendations. The LPDC shall be provided reasonable clerical assistance and filing equipment to effectively discharge its duties.

ARTICLE XXV
REHIRING RETIRED TEACHERS

- 25.1 This Article sets forth the terms and conditions of employment as applied to rehired retired teachers in the district. (Note: the words "rehired" or "reemployed" as used in this section shall refer to any retired teacher under a state teacher retirement system who is hired into this district, whether previously an employee of the Noble Local School District or any other school district.)
- A. This article applies to the hiring of any previously retired teacher following any waiting period required by his/her retirement system.
 - B. Previously retired teachers shall initially be placed at experience Step 0 and appropriate training column of the negotiated salary schedule.
 - C. There shall be no guarantee of reemployment of any teacher in the district if the teacher retires or is already retired.

- D. To be eligible for reemployment, a retired teacher must have accepted severance pay and must have eliminated his/her sick leave upon retirement from his/her prior employment.
- E. A retired teacher who is reemployed will not be entitled to any severance pay as defined in Article XI of the negotiated contract.
- F. Retirement is a break in service and all seniority attained by a retired teacher prior to his/her retirement reverts to zero. Retired teachers shall not accumulate bargaining unit seniority under re-employment and shall be considered the least senior teacher during any period of RIF.
- G. Any retired teacher who is rehired shall be employed under a one-year limited contract only, with notification to be given on or before April 30 if he/she is going to be reemployed by the district or if the contract will be non-renewed for the following year. Retired teachers who are rehired are not subject to the provisions of Ohio Revised Code Sections 3319.11, 3319.111 or 3319.08 and the decision of the Board is final with respect to the evaluation and non-renewal of reemployment contracts.
- H. Retired teachers who are employed shall not be eligible for benefits specified in Section 10.1 – Reimbursement for Graduate Work, but will be eligible for professional leave and reimbursement of professional expenses as defined in the negotiated contract and Board Policy.
- I. Sick leave for rehired teachers shall begin at zero each contract year and shall accumulate at the rate specified in Article XII herein up to a maximum of fifteen (15) days per contract year. Sick leave shall not accumulate for rehired teachers from year to year. Also rehired teachers shall not be eligible to participate in the Sick Leave Bank as provided for in Article XII, Section 12.13, herein.
- J. Retired teachers who are rehired by the district will be eligible for insurance coverage in accordance with Article IX herein.
- K. Any bargaining unit member contemplating retirement from Noble Local Schools shall have the opportunity to discuss his/her rehiring with the Superintendent prior to making a retirement decision, if the bargaining unit member so requests. If the bargaining unit member desires he or she may invite an Association representative to attend this meeting.

ARTICLE XXVI
MASTER TEACHER CERTIFICATION

- 26.1 The Board of Education shall provide to each bargaining unit member who is granted Master Teacher Certification a one-time payment of Five Hundred Dollars (\$500.00).

Bargaining unit members shall provide a copy of their Master Teacher scores in successful completion of the certification process and will provide a copy of the Master Teacher Certificate when available. Payment shall be made within sixty (60) days of the presentation of the appropriate paperwork to the Office of the Treasurer. This provision shall be retroactive to August 1, 2012.

ARTICLE XXVII
ACADEMIC DISTRESS

27.1 As required by ORC 3302.10 (P) the parties agree to incorporate the provisions of this statute into the collective bargaining agreement. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact, if permitted.

ARTICLE XXVIII
IMPLEMENTATION AND DURATION

28.1 The Agreement shall be effective as of August 1, 2016, and shall continue in full force and effect through July 31, 2019. Notice of negotiation of a successor agreement shall be pursuant to the procedure outlined in Article III, above.

28.2 The Board and the Association acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive further negotiations during the life of this Agreement.

28.3 During the duration of this Agreement, the Noble Local Board of Education shall maintain all terms, conditions, and benefits of employment not less than the level in effect as of August 1, 1984.

28.4 Upon adoption and ratification of this Agreement by the Association and the Board, it shall become binding on all parties.

28.5 If any provision(s) of this Agreement shall be found contrary to law, then said provision(s) shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

28.6 This Agreement will be prepared and distributed by the administration. The cost of preparation and distribution will be shared equally by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on

July 21, 2016.

NOBLE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Edna M. Lee
Ruth Bell
Ch. Powell
Trenda Rice

NOBLE LOCAL CLASSROOM
TEACHERS ASSOCIATION

Christine Schaeppner
Dottie Myers
Bill Rogers
Peggy Townsend
Danella Easterling

NOBLE LOCAL CTA
 BA = \$32,612

SALARY SCHEDULE
 2016-2017 (3%)

STEP	BACHELORS		5TH YEAR		MASTERS		MA + 15		MA + 30	
	Rate	Salary	Rate	Salary	Rate	Salary	Rate	Salary	Rate	Salary
0	1.000	32,612.00	1.050	34,243.00	1.100	35,874.00	1.1500	37,504.00	1.2000	39,135.00
1	1.040	33,917.00	1.095	35,711.00	1.150	37,504.00	1.2075	39,379.00	1.2600	41,092.00
2	1.080	35,221.00	1.140	37,178.00	1.200	39,135.00	1.2650	41,255.00	1.3200	43,048.00
3	1.120	36,526.00	1.185	38,646.00	1.250	40,765.00	1.3225	43,130.00	1.3800	45,005.00
4	1.160	37,830.00	1.230	40,113.00	1.300	42,396.00	1.3800	45,005.00	1.4400	46,962.00
5	1.200	39,135.00	1.275	41,581.00	1.350	44,027.00	1.4375	46,880.00	1.5000	48,918.00
6	1.240	40,439.00	1.320	43,048.00	1.400	45,657.00	1.4950	48,755.00	1.5600	50,875.00
7	1.280	41,744.00	1.365	44,516.00	1.450	47,288.00	1.5525	50,631.00	1.6200	52,832.00
8	1.320	43,048.00	1.410	45,983.00	1.500	48,918.00	1.6100	52,506.00	1.6800	54,789.00
9	1.360	44,353.00	1.455	47,451.00	1.550	50,549.00	1.6675	54,381.00	1.7400	56,745.00
10	1.400	45,657.00	1.500	48,918.00	1.600	52,180.00	1.7250	56,256.00	1.8000	58,702.00
11	1.440	46,962.00	1.545	50,386.00	1.650	53,810.00	1.7825	58,131.00	1.8600	60,659.00
12	1.480	48,266.00	1.590	51,854.00	1.700	55,441.00	1.8400	60,007.00	1.9200	62,616.00
13	1.520	49,571.00	1.635	53,321.00	1.750	57,071.00	1.8975	61,882.00	1.9800	64,572.00
14	1.560	50,875.00	1.680	54,789.00	1.800	58,702.00	1.9550	63,757.00	2.0400	66,529.00
19	1.600	52,180.00	1.725	56,256.00	1.850	60,333.00	2.0125	65,632.00	2.1000	68,486.00
24	1.640	53,484.00	1.770	57,724.00	1.900	61,963.00	2.0700	67,507.00	2.1600	70,442.00
29	1.680	54,789.00	1.815	59,191.00	1.950	63,594.00	2.1275	69,383.00	2.2200	72,399.00