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NELSONVILLE YORK

MASTER AGREEMENT

NELSONVILLE-YORK BOARD OF EDUCATION

AND

NELSONVILLE-YORK EDUCATION ASSOCIATION

Effective August 1, 2023 to July 31, 2026

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ARTICLE 1
RECOGNITION

1.1 RECOGNITION

The Nelsonville-York Board of Education, hereinafter referred to as the "Board" hereby recognizes the Nelsonville-York Education Association as the sole and exclusive representative for the bargaining unit. The bargaining unit shall include all full-time and regular part-time certificated classroom teachers employed under a regular teaching contract. Excluded from the bargaining unit are the superintendent, assistant superintendent, principals, assistant principals, substitutes, tutors, non-certified personnel and any other personnel hired to perform managerial or supervisory duties.

1.2 EQUAL RIGHTS CLAUSE AND NON-DISCRIMINATION

The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all teaching employees without regard to race, color, age, disability, religious creed, sex (including sexual orientation, gender identify and gender expression), national origin, ancestry, military status, veteran status, political or union affiliation and genetic information.

ARTICLE 2
DOCUMENT GOVERNING COLLECTIVE BARGAINING

2.1 NEGOTIATIONS MEETINGS

A. Request for Negotiation Meetings - Request for negotiations by the NYEA will be submitted in writing by the president of the NYEA directly to the Superintendent. Requests for negotiations by the Board will be submitted in writing to the President of the NYEA. The initial request calling for negotiations shall be made by either at least sixty (60) days prior to the expiration of the current agreement. The first negotiations session shall be arranged by mutual agreement but shall take place within fifteen (15) days of the mutual request. Such meetings shall not be conducted during the regular school day unless an emergency occurs. Both parties must agree to declare such an emergency.

B. Scope - The Board and the NYEA shall negotiate on issues pertaining to salaries, hours, and working conditions.

C. Submission of Items for Negotiations - Items proposed for negotiations shall be submitted by either the Board of Education or Nelsonville-York Education Association negotiating teams at their first negotiation session. These items shall then be used to make the agenda for the current round of negotiations. No proposals may be submitted after that date unless mutually agreed.

2.2 NEGOTIATIONS TIME LIMITS

A. Caucus - Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

B. Length - Negotiations meetings shall not exceed two (2) hours in length, unless extended by mutual agreement.

2.3 REPRESENTATION

The Board and the NYEA shall be represented by no more than five (5) negotiators each. In addition, either side may make use of consultants as deemed necessary. A recorder may be mutually appointed by both teams. The recorder shall present the minutes of each session to both parties for their approval at the subsequent session.

2.4 INFORMATION

The Board of Education and the Union agree to supply available public information that is specifically requested and routinely prepared in a timely fashion. All reasonable costs of reproduction shall be assumed by the Board.

2.5 WHILE NEGOTIATIONS ARE IN PROCESS

A. Progress Reports - Periodic written progress reports may be issued to the public during negotiations provided that any such release shall have the prior approval of both parties.

B. Reporting - During the period of consideration interim reports of the progress may be made to the Association by its representatives and to the Board by its representatives. Any information derived from such reports shall not be disclosed to the general public.

C. Good Faith Negotiations - "Good Faith" requires that the Education Association and the Board of Education be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties that party is obligated to give its reasons. "Good Faith" means the obligation of the representatives of the Board and the Association to meet at times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The obligation to meet for the purpose of professional negotiations does not compel either party to agree on a proposal or make a concession.

No tape recorder or mechanical devices shall be used to record any negotiation session.

2.6 AGREEMENT

A. All tentative agreements reached by the parties pertaining to articles or sections shall be reduced to writing and initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue.

B. Agreement - When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted as a complete package agreement to the NYEA for ratification, and to the Board for approval. When approved, in accordance with the provisions of this section, this agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

C. Further Terms of Agreement - Any agreement reached and accepted by the NYEA and the Board shall supersede any contrary or inconsistent terms contained in any individual teacher contracts hereinafter in effect. All future individual teacher contracts shall be made expressly subject to terms of this agreement.

D. Conflict with Law - If any provision of an agreement between the Board and NYEA shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If it is mutually agreed that changes are to be made in the negotiations agreement while it is in force, such changes will be made by the negotiation process.

E. The Board shall be responsible for the typing of the final negotiated agreement. After typing, two members of each party shall meet to review the material prior to printing and distribution. The agreement shall be printed at a mutually acceptable location in a small booklet form and the parties shall share equally the cost of the same.

F. Upon tentative agreement, both bargaining teams shall give their full recommendation to their respective parties for acceptance and/or ratification.

G. The NYEA shall consider the contract for ratification within three (3) workdays following tentative agreement on all items. The Board shall consider the contract for ratification within two (2) workdays following the NYEA ratification.

H. All present language unless deleted or modified will be incorporated into a successor agreement at such time a successor agreement is ratified and approved.

2.7 DISAGREEMENT

Within fourteen (14) days of the expiration date of the contract, either party may call for the services of the F.M.C.S. to assist in negotiations. If a party calls for F.M.C.S. involvement, the other party shall join.

2.8 APPLICABLE STATE LAW

A. In the event there is a conflict between a provision of this Agreement and any applicable state law, all other provisions of the Agreement which are not in conflict with any applicable state law, shall continue in full force and effect in accordance with their terms.

B. If, during the terms of this Agreement, there is a change in any application of State law, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the agreement relative to the affected provision only.

2.9 NO STRIKE CLAUSE

A. Inasmuch as adequate grievance and arbitration machinery has been provided in the Agreement, the Association agrees that there will be no strike or work interruption for the duration of the Agreement.

B. Any teacher who is proven to have initiated or participated in a strike or other act prohibited by the Article may be subject to disciplinary action by the Board.

ARTICLE 3
ASSOCIATION RIGHTS AND RESPONSIBILITIES

3.1 ASSOCIATION RIGHTS

A. To use the facilities of any building for local association meetings, without fees, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building. The Association shall be responsible for any costs associated with the extra use of the building.

B. To use Board-owned equipment including calculators, photo copier, portable public address equipment, audiovisual equipment, computers, printers, internet, hardware, software and peripherals at times which do not interfere with the operation of the school system. Any expendable supplies such as paper will be supplied by the Association. Damaged equipment will be repaired or replaced by the Association.

C. To use the inter-school mail system in the school's offices to distribute Association bulletins, newsletters, or other circulars.

D. To use bulletin boards in teacher's lounges or workrooms to disseminate information to members.

E. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board of Education and Administration.

F. To allow representative to call meetings of Association members within the building, but not on class time or in conflict with other scheduled meetings.

G. To allow the President of the Association or his/her designated official to visit schools. Upon his/her arrival he/she shall notify the principal of his/her presence. Visits that are made to discuss special problems of teachers must be arranged mutually in advance with the principal. The visits to the schools must not interfere with duties assigned by the Board and Administration. If the President's involvement is deemed an emergency, the administration will provide class coverage for such leave.

H. The Association will be provided with:

1. Copies of public information that is specifically requested and routinely prepared. All reasonable costs shall be assumed by the Board.

2. Copies of the following forms: appropriations, budget, and training and experience grids. Such copies shall be given the President of the Association as soon as it is feasible after such forms are filed with the agency required by law.

3. A place on the agenda, if requested, of all regular Board meetings to be used by the Association to communicate with the Board.

4. A place on the agenda of all teachers' meetings called by the Administration whether system-wide or within buildings, if permission is granted by the Administrator calling the meeting. Permission must be granted in advance of the meeting.

3.2 FAIR SHARE FEE

If the United States Supreme Court declares Fair Share to be lawful, the Fair Share language from the 2017-2020 Negotiated Agreement will be reinserted into the Negotiated Agreement.

3.3 RELEASE TIME

The Board shall provide release time. The Board shall pay for the first five (5) substitutes; the Association shall be responsible for the rest Grievances

A. The President of the NYEA and/or the Grievance Chairperson, and the grievant shall be given release time for grievance hearings at each step of the grievance procedure. This time shall include travel time to and from buildings.

B. Arbitrations and Hearings

All professional personnel required to appear at an arbitration or hearing related to school business shall be granted release time for the length of the hearing.

3.4 PARTICIPATION IN SELECTION OF ADMINISTRATION

The Board will establish a committee, which will include two (2) members appointed by the Association to interview prospective building principal finalists who have been selected by the Board. The committee will make recommendation(s) to the Board of Education within five (5) calendar days of the interviews. Such recommendations(s) shall be solicited by the Board prior to the awarding of a contract(s) to the selected finalists. The Board of Education will have final selection in accordance with the Ohio Revised Code.

ARTICLE 4
BOARD MANAGEMENT RIGHTS

4.1 MANAGEMENT RIGHTS CLAUSE

The Board hereby retains and reserves unto itself, limited by the terms and conditions of this agreement all power, right authority, duties and responsibilities conferred upon and vested in by the laws and Constitution of the State of Ohio, including specifically, those rights set forth in Ohio Revised Code 4117.08(C), and of the laws of the United States.

4.2 MEDICAL EXAMINATION

For the protection of children, the Board of Education may require of any employee a health certificate from a physician. The health certificate, if required, shall be filed in the office of the Superintendent. The Board of Education shall bear such cost.

ARTICLE 5
COMPENSATION AND BENEFITS

5.1 SALARY

A. The certified salary schedule base for the 2023-2024 school year shall be $38,414 (4.5% increase) all incremental steps will be increased to the level demanded by each step factor.

B. The certified salary schedule base for the 2024-2025 school year shall be $39,951 (4% increase) all incremental steps will be increased to the level demanded by each step factor.

C. The certified salary schedule base for the 2025-2026 school year shall be $40,750 (2% increase) all incremental steps will be increased to this level demanded by each step factor.

5.2 NELSONVILLE-YORK 2023-2026 SALARY SCHEDULES

FY24 NELSONVILLE-YORK CITY SCHOOLS TEACHER SALARY INDEX -

WITH BASE OF **$38,414.00**

YEARS	BACH.DEGREE	ANN.SALARY	5 YEAR	ANN.SALARY	MASTERS	ANN.SALARY
0	1.0000	$38,414	1.0498	$40,327	1.102	$42,332
1	1.0498	$40,327	1.102	$42,332	1.1568	$44,437
2	1.1020	$42,332	1.1568	$44,437	1.2144	$46,650
3	1.1568	$44,437	1.2144	$46,650	1.2748	$48,970
4	1.2144	$46,650	1.2748	$48,970	1.3382	$51,406
5	1.2748	$48,970	1.3382	$51,406	1.4048	$53,964
6	1.3382	$51,406	1.4048	$53,964	1.4747	$56,649
7	1.4048	$53,964	1.4747	$56,649	1.5481	$59,469
8	1.4747	$56,649	1.5481	$59,469	1.6251	$62,427
9	1.5481	$59,469	1.6251	$62,427	1.706	$65,534
10	1.6251	$62,427	1.706	$65,534	1.7909	$68,796
11	1.7060	$65,534	1.7909	$68,796	1.88	$72,218
12	1.7900	$68,761	1.88	$72,218	1.96	$75,291
21	1.8320	$70,374	1.92455	$73,930	2	$76,828
30+	1.8740	$71,988	1.9691	$75,641	2.04	$78,365

FY25 NELSONVILLE-YORK CITY SCHOOLS TEACHER SALARY INDEX

WITH BASE OF $39,951.00

YEARS	BACH.DEGREE	ANN.SALARY	5 YEAR	ANN.SALARY	MASTERS	ANN.SALARY
0	1.0000	$39,951	1.0498	$41,941	1.102	$44,026
1	1.0498	$41,941	1.102	$44,026	1.1568	$46,215
2	1.1020	$44,026	1.1568	$46,215	1.2144	$48,516
3	1.1568	$46,215	1.2144	$48,516	1.2748	$50,930
4	1.2144	$48,516	1.2748	$50,930	1.3382	$53,462
5	1.2748	$50,930	1.3382	$53,462	1.4048	$56,123
6	1.3382	$53,462	1.4048	$56,123	1.4747	$58,916
7	1.4048	$56,123	1.4747	$58,916	1.5481	$61,848
8	1.4747	$58,916	1.5481	$61,848	1.6251	$64,924
9	1.5481	$61,848	1.6251	$64,924	1.706	$68,156
10	1.6251	$64,924	1.706	$68,156	1.7909	$71,548
11	1.7060	$68,156	1.7909	$71,548	1.88	$75,108
12	1.7900	$71,512	1.88	$75,108	1.96	$78,304
21	1.8320	$73,190	1.92455	$76,888	2	$79,902
30+	1.8740	$74,868	1.9691	$78,668	2.04	$81,500

FY26 NELSONVILLE-YORK CITY SCHOOLS TEACHER SALARY INDEX

WITH BASE OF $40,750.00

YEARS	BACH.DEGREE	ANN.SALARY	5 YEAR	ANN.SALARY	MASTERS	ANN.SALARY
0	1.0000	$40,750	1.0498	$42,779	1.102	$44,907
1	1.0498	$42,779	1.102	$44,907	1.1568	$47,140
2	1.1020	$44,907	1.1568	$47,140	1.2144	$49,487
3	1.1568	$47,140	1.2144	$49,487	1.2748	$51,948
4	1.2144	$49,487	1.2748	$51,948	1.3382	$54,532
5	1.2748	$51,948	1.3382	$54,532	1.4048	$57,246
6	1.3382	$54,532	1.4048	$57,246	1.4747	$60,094
7	1.4048	$57,246	1.4747	$60,094	1.5481	$63,085
8	1.4747	$60,094	1.5481	$63,085	1.6251	$66,223
9	1.5481	$63,085	1.6251	$66,223	1.706	$69,520
10	1.6251	$66,223	1.706	$69,520	1.7909	$72,979
11	1.7060	$69,520	1.7909	$72,979	1.88	$76,610
12	1.7900	$72,943	1.88	$76,610	1.96	$79,870
21	1.8320	$74,654	1.92455	$78,425	2	$81,500
30+	1.8740	$76,366	1.9691	$80,241	2.04	$83,130

5.3 PAYROLL PROCEDURES

A. All bargaining unit members shall receive their paychecks by direct deposit.

B. Bargaining unit employees will receive 24 paychecks per year scheduled on the 15th and 30th of every month.

C. Statutory requirements will be followed relative to the issuance of salary notices.

5.4 SUPPLEMENTAL CONTRACTS

A. The Board shall post all vacant positions for five (5) days prior to filling. Bargaining unit members shall be given preference when filling supplemental positions when all applicants are equal.

B. The total paid to each individual for a supplemental contract will be calculated as a per cent of the base salary as determined from the appropriate year's salary schedule plus, where applicable, an additional sum determined by longevity in a position. The longevity amount is calculated as a per cent of the supplemental amount multiplied by the number of longevity steps in the same assignment. One longevity step is three (3) consecutive years in the same sport or the same non-sport assignment.

POSITION	Supplemental Amount % of Base	Longevity Amount % of Supplemental
Football Coach	16%	5%
Assistant Football Coach (3)	%	2%
Grade 9 Football Coach	10%	2%
Grade 8 Football Coach	6%	2%
Grade 7 Football Coach	6%	2%
Reserve Football Coach	10%	2%
Boys Head Basketball Coach	16%	5%
Boys Assistant Basketball Coach	10%	2%
Girls Head Basketball Coach	16%	5%
Assistant Girls Basketball Coach	10%	2%
Reserve Basketball Coach	10%	2%
9 Grade Basketball Coach	6%	2%
8 Grade Basketball Coach	6%	2%
7 Grade Basketball Coach	6%	2%
Varsity Baseball Coach	16%	2%
Varsity Baseball Assistant	10%	2%
Reserve Baseball Coach	10%	2%

C. SUPPLEMENTAL COMPENSATION

POSITION	Supplemental Amount % of Base	Longevity Amount % of Supplemental
Varsity Track Coach (2)	16%	2%
Assistant Track Coach	4%	2%
Junior High Track Coach (2)	6%	2%
Cross Country	8.5%	2%
Varsity Wrestling Coach	13.5%	2%
Assistant Wrestling Coach	7.5%	2%
Middle School Wrestling Coach	6%	2%
Head Golf Coach	8%	5%
Varsity Volleyball Coach	16%	2%
Varsity Volleyball Assistant	7.5%	2%
Reserve Volleyball Coach	10%	2%
Grade 9 Volleyball Coach	6%	2%
8 Grade Volleyball Coach	6%	2%
7 Grade Volleyball Coach	6%	2%
Weight Conditioning Coach	4%	2%
Varsity Softball Coach	16%	2%
Varsity Softball Assistant	10%	2%
Reserve Softball Coach	10%	2%
Varsity Cheerleader Advisor	8.5%	2%
Junior High Cheerleader Advisor	5%	2%
Quiz Bowl	4%	2%
Yearbook	10%	2%
Drama	4%	2%
Junior High Detention Monitor	$20.00 per session not to exceed 72 sessions	
High School Detention Monitor	$20.00 per session not to exceed 72 sessions	
Elementary Detention Monitor	$20.00 per session not to exceed 72 sessions	
Senior Class Advisor	3%	2%
Junior Class Advisor	4%	2%
Sophomore Class Advisor	2%	2%
Freshman Class Advisor	2%	2%
Department Head (4)	3%	2%
National Honor Society	4%	2%
J.H. Memory Boor Advisor	3%	2%
National History Club	3%	2%
STEM Club	4%	2%
6th Grade Trip Advisor	4%	2%
7th Grade Trip Advisor	4%	2%
High School Student Council	4%	2%
Junior High Student Council	3%	2%

POSITION	Supplemental Amount % of Base	Longevity Amount % of Supplemental
Washington D.C. Trip Advisor	4%	2%
Junior High Head Teacher	8%	2%
High School Head Teacher	8%	
Show Choir	7.50%	2%
Marching Band Director	10%	2%
Assistant Marching Band Director	6%	2%
Pep Band Director	6%	2%
RTI Coordinator	6%	
Saturday School Monitor	$60.00 per day	
Resident Educator Mentor	$850	
OTES Mentor	$850	
Extended Time Positions		
H.S. Home Economics	10 Days	
Shop	10 Days	
J.H. Home Economics	3 Days	
Guidance	10 Days	
Elementary Library	3 Days	
H.S. Band Director	13 Days	
J.H. Band Director	10 Days	
School Nurse	10 Days	
Book Fair Coordinator	2%	2%
Dungeons and Dragons Club	4%	2%
Family Night Outreach Coordinator	4%	2%
Staff PTO Liaison	4%	2%
Junior Class Concessions Fall Sports	3%	2%
Junior Class Concessions Winter Sports	3%	2%
College Credit Plus Teacher	$200 per course (With a six-student minimum enrolled at the beginning of the semester to count as a course)	
Fellowship Teacher Mentor	$850	

The Board retains the right not to fill any supplemental position.

5.5 INSURANCE

A. The Board shall offer employees a two-tiered health insurance program. Employees will be asked to choose between the current PPO Plan II, or the new High Deductible Plan.

B. The Board will pay 85% of the premium for the PPO Plan II, or the High Deductible Health Plan for family or single coverage.

C. The Board will contribute $4,600 to an HSA for anyone taking family coverage under the HDHP and $1,800 to an HSA taking single coverage under the HDHP, deposited on a quarterly basis.

Nelsonville-York City School District - Medical / Drug Plan Options (1/1/2018)

BENEFITS	PPO PLAN II		PPO PLAN III		HIGH DEDUCTIBLE HEALTH PLAN	
	Network	*Non-Network*	*Network*	*Non-Network*	*Network*	*Non-Network*
Calendar Year Deductible	$0	$400 single / $800 family	$1,000 single / $2,000 family	$2,000 single / $4,000 family	$2,700*single / $5,400* family	$5,000single / $10,000 family
Coinsurance	90%	70%	80%	60%	100%	70%
Preventive per ACA rules	100%	As other office visits	100%	As other office visits	100%	As other office visits
Office, Chiro, Therapy, Mental Health Visits	$20 copay	Deductible then coinsurance	$25 copay	Deductible then coinsurance	Deductible	Deductible then coinsurance
Emergency Room	90%	90% (deductible waived)	80% after deductible	80% after in-network deductible	Deductible	Network Deductible
Urgent Care	90%	90% (deductible waived)	$25 copay	$25 copay	Deductible	Network Deductible
Retail Prescription Drugs (30 day supply)	$10 / $30 / $50	NA	$10 / $30 / $50	NA	Deductible, then copays: $10 / $30 / $50	NA
Mail Order Prescription Drugs	$15 / $45 / $75 (90 day supply)	NA	$15 / $45 / $75 (90 day supply)	NA	Deductible, then copays: $15 / $45 / $75	NA
Medical Calendar Year Out-of-Pocket Max.	$1,000 single / $2,000 family	$2,000 single / $4,000 family	$2,500 single / $5,000 family	$5,000 single / $10,000 family	$6,450 single / $12,900 family combined Medical and Drug	$12,500 single / $25,000 family combined Medical and Drug
Drug Calendar Year Out-of-Pocket Max.	$5,600 single / $11,200 family	No limit	$4,100 single / $8,200 family	No limit		

*These deductibles are subject to IRS regulations.

D. The Board agrees to provide at full cost to the Board a $25,000 Life Insurance Plan to all certified employees.

E. The Board agrees to provide at full cost to the Board a Vision Insurance plan to all certified employees.

F. Dental Insurance

The Board shall provide 100% dental insurance coverage for each member of the bargaining unit, their spouses and children.

G. IRS SECTION 125 PLAN

The Board shall provide to the extent available under the Internal Revenue Code and regulations (Section 125), a flexible spending account for the payment of bargaining unit members' insurance premium contributions on a pre-tax basis, and other voluntary pre-tax payroll deductions for other expenses permitted under and in accordance with Section 125 of the Code. The Board shall pay the annual fee; employees shall pay any monthly fees.

H. Regional or State wide Insurance: If the state sets up either a regionalized or statewide plan for public employees health care NYEA would move to this plan at the earliest possible enrollment date.

I. An insurance review committee will be established to monitor, review, and consider changes to the current insurance plan. This committee will be comprised of three members from each Association and the Board. This committee will act only in an advisory capacity. The Insurance Committee will be convened upon request of either the Board or Association. The Board and Association are encouraged to submit proposed insurance plan and/or benefit changes to the Insurance Committee for review prior to collective bargaining.

5.6 TUITION REIMBURSEMENT

Twenty thousand dollars ($20,000) per fiscal year will be made available for tuition reimbursement. Bargaining unit members shall be reimbursed for courses equal to the financial equivalent of four (4) credit hours per semester. Teacher(s) shall be notified of approval/denial with reason(s) within seven (7) work days of application for reimbursement. Reimbursement will be made after successfully completing the course with a grade of a "B" or better or "PASS" on a pass/fail course. All courses related to the teacher's current assignment or in pursuit of an advanced educational degree or a different area of certification are eligible for consideration for such reimbursement. Financial priority will be given to members applying for license renewal.

5.7 AUTHORIZED PAYROLL DEDUCTIONS OF PROFESSIONAL DUES AND/OR FEES

A. Deductions of yearly dues and/or fees shall be authorized for payroll deduction to the Treasurer by the teacher for the following:

1. Association deductions:

   a. Nelsonville-York Education Association;
   b. Ohio Education Association;
   c. National Education Association;
   d. Southeastern Ohio Education Association;
   e. Departments of the Ohio Education Association as found on their yearly enrollment form;
   f. Fund for Children and Public Education (FCPE);

2. Health Insurance

3. Savings Bonds

4. Annuities

5. Credit Union

B. The length of deduction should be unlimited.

C. Deductions will be forwarded to the Association monthly as they are deducted. If for any reason the Board fails to make a deduction for any employee as above

provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process.

5.8 ATTENDANCE PAY PROVISION

A. All certificated employees covered by the terms of this contract shall receive compensation based on their attendance. This article deals exclusively with the amount of sick days used during an employee's contracted work year. The use of personal and professional leave days are not used when calculating the amount of compensation.

B. The following scale will be used to determine the amount of compensation due.

Sick Days Used:	0 days	$800.00
	1 day	$600.00
	2 days	$400.00

C. Compensation earned as a result of this article will be paid during the month of June.

5.9 RETIREMENT COMPENSATION SEVERANCE PAY

A. A Nelsonville-York School system district certified employee, with five (5) years of service in the district, shall at the time of retirement or death be entitled to severance pay. "Retirement" shall be defined to mean actual retirement from the Ohio State Teachers' Retirement System and have officially applied and been approved by that system for retirement benefits.

B. Each retiree shall have the option to receive payment after January 1 of the year following retirement. Said retiree shall notify the Treasurer in writing of his/her intention to exercise this option within thirty (30) days of STRS approval for retirement benefits. Payment in such case shall be no later than January 15 of the year following retirement.

C. Teachers who qualify for severance pay in the Nelsonville-York City Schools shall be eligible for payment of 25% of their unused sick leave up to a maximum of 320 days (80) days actual pay based upon their per diem rate at the time of retirement.)

D. Such payment shall be based on the teacher's per diem rate of pay based upon the teacher's final base salary exclusive of any remuneration received through a supplemental contract at the time of retirement from active service.

5.10 YEARS OF SERVICE IN NELSONVILLE-YORK CITY SCHOOLS

Four hundred dollars ($400) will be paid to each teacher upon completion of the sixteenth (16th) year and for each succeeding year up to and including the twenty-fourth (24th) year. Six hundred dollars ($600) will be paid to each teacher upon completion of the twenty-fifth (25th) year and for each succeeding year thereof. Payment will be made by separate check no later than June 30 of each school year.

5.11 FREE ADMISSION TO SCHOOL ACTIVITIES

Teachers (employees) shall be issued tickets upon request for "free admission" to all school related athletic activities.

5.12 STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board of Education of the Nelsonville-York City School District herewith agrees with the Nelsonville-York Education Association to pick-up, utilizing the salary reduction method, contributions to the State Teachers Retirement System paid upon the behalf of the employees in the bargaining unit under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be the mandatory contributions to the State Teachers' Retirement System of Ohio of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

3. The pick-up shall become effective January 1, 1984 and shall apply to all compensation including supplemental earnings thereafter.

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

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

5.13 LICENSURE/BACKGROUND CHECK COST REIMBURSEMENT

The Board shall reimburse the cost for any background checks (BCI, FBI, etc.) required by the ODE or the school district relative to the certification/licensure renewal process.

ARTICLE 6
EMPLOYMENT STATUS

6.1 TEACHER EMPLOYMENT

A. The Board agrees to hire licensed teachers holding standard licensure issued by the State Board of Examiners for every regular teaching assignments.

B. All teachers will be placed on the proper step of the salary schedule according to their experience and education. Credit up to the tenth (10) step of a salary lane on the teacher salary schedule will be given for previous teaching experience in a duly accredited school upon initial employment. Additional credit for military service up to five (5) years will be granted as long as said service meets statutory requirements.

C. Teachers with previous teaching experience in the Nelsonville-York School system will, upon returning to the system receive full credit on the salary schedule for all teaching experience and military service (as defined in B above). Such teachers who have not been engaged in teaching or other activities specified will be restored to the next position on the salary schedule above that at which they left. Previous accumulated unused leave days will be restored to all teachers returning to the system.

D. Regular substitute teachers who are appointed regular teachers will be given credit for one (1) year on the salary schedule for each 120 days taught as a regular substitute teacher in the Nelsonville-York School system, in one school year.

E. All half-time teachers shall be advanced annually to the next increment on the salary schedule for half-time teaching experience in the Nelsonville-York School system.

F. All teachers hired shall be given up to and through ten years of experience on the salary schedule which is in effect at the time their contract begins.

6.2 CONTRACTS

A. The Board of Education will follow the provisions of the Ohio Revised Code relative to the issuance of regular teaching contracts and supplemental contracts.

B. The teaching contract will include: (A) Base Pay, (B) Term of Contract, (C) Subjects listed on teaching certificate, and (D) Number of pay periods.

C. The length of the contract shall be 182 days. The number of instructional days shall be 180.

D. All members of the bargaining unit will either be employed by the Board under a Limited Teaching Contract or, if qualified, under a Continuing Teaching Contract in accordance with ORC 3319.08 and 3319.11.

E. All members of the bargaining unit who do not qualify for a continuing contract shall receive, as a minimum, contracts in the following sequence:

a one (1) year contract,
a two (2) year contract,
a three (3) year contract followed by
a five (5) year contract thereafter.

F. The Board may choose to grant a one (1) year contract in lieu of the contract sequence. However, a bargaining unit member who receives a one (1) year contract in lieu of the next contract in the sequence shall be given written reasons by the superintendent fifteen (15) days following Board action. Upon satisfactory completion of a one (1) year contract the bargaining unit member will be granted the next contract in the sequence. The aforementioned provision does not prohibit the non-renewal of a bargaining unit member's contract in accordance with the Ohio Revised Code.

6.3 REDUCTION IN STAFF

A. When the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. Teachers may be laid off for one or more of the following reasons: 1) decreased enrollment of pupils, 2) return to duty of regular teachers after leaves of absence, 3) financial reasons, or 4) by suspension of school or territorial changes affecting the district. Reductions can only be made by suspending a teacher's contract and will be made prior to the beginning of the school year during which the reduction is to be effected.

B. If the Board is contemplating the layoff of any teachers, it will so notify the Association at least forty-five (45) days before the Board meeting at which the action will be taken on the reduction. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within five (5) calendar days after receiving the aforesaid notice, the Board will, if requested to do so, enter into discussions with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs and will in connection therewith make available to the Association, at Board expense, all relevant data.

C. The Board shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on the seniority list.

D. Any teacher who is to be laid off will be so notified in writing at least thirty (30) calendar days before the effective date of the layoff except in cases of emergency. Such notice will include the proposed time schedule and the reasons for the proposed action.

E. All reduction of staff shall be in accordance with the following:

1. Recommended reductions shall first be done by not filling positions vacated by termination, non-renewal, voluntary resignation, retirement or death as limited by curriculum and state mandated requirements.

2. In making any reduction, 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.

   On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the teacher otherwise is required to work under the contract ad receives a commensurate percentage of the full compensation the teacher otherwise would receive under the contract.

3. No new teachers shall be employed by the Board while there are teachers on the recall list who are certified for the vacancy.

4. 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 lay-off status.

5. Work previously performed by a teacher whose contract has been suspended by the implementation of a Reduction in Force shall not be subcontracted.

F. 1. A teacher whose continuing contract is 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 the teacher is or becomes 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 or service center. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

2. Notice of recall will be given by certified mail to the last address given to the Board by a teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

3. A teacher who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:

   a. waives his/her right in writing;
   b. resigns;
   c. fails to accept recall to the position he/she held immediately prior to layoff or to a substantially equivalent position; or
   d. fails to report to work in a position that he/she has accepted within ten (10) calendar days after receipt of the notice of recall unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed fifteen (15) calendar days additional time before being required to report to work.

4. 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**,** pursuant to COBRA requirements and limitations.

G. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility will be restored to him/her upon return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A teacher will not receive increment credits for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.

H. No vacancy in a negotiating unit position will be filled by the Board until the procedures set forth in this Article have been complied with.

6.4 NON-RENEWAL OF REGULAR LIMITED CONTRACT

A. The below stated procedures relative to non-renewal of limited contracts shall prevail:

1. The Superintendent shall, on or before the first of April, deliver or cause to be delivered to the teacher a written notification that the intent of the superintendent is to recommend to the Board of Education that the teacher not be re-employed at the termination date of the limited contract. Reasons for the decision to non-renew must be stated in the letter.

2. In the event that the teacher desires a hearing before the Board of Education, the teacher shall deliver or cause to be delivered the original copy of the request to the President of the Board and copies to the Treasurer of the Board and the Superintendent.

3. The Board shall honor a request for the specified hearing. A hearing date shall be scheduled within (10) days after the receipt of the request. The Board shall notify the teacher in writing of the date, time and place.

4. The hearing shall be of a private nature and shall be conducted in executive session of the Board.

5. The teacher shall have the right to be accompanied at the hearing and to be represented by a person of his/her choosing.

6. If the Board of Education overrules the recommendation of the Superintendent for renewal, written reasons must be given for non-renewal by the Board of Education.

B. Any decision for non-renewal must be based on just cause after the third limited contract is completed.

6.5 EMPLOYMENT OF RETIRED TEACHERS

In the event the Board employs a retired teacher (as used herein, "retired teacher") for a regular teaching position, the following shall apply:

A. The retired teacher will be considered a "Beginning Teacher" in all respects with the following specific clarifications:

1. Notwithstanding state law as it pertains to years of service and service credit for salary placement purposes, the retired teacher shall be placed at the zero (0) years of experience salary step of the negotiated salary schedule for the initial year of employment.

2. If the retired teacher retired from the Nelsonville City School District, the retired teacher will re-enter the school system with zero (0) years of seniority.

3. The retired teacher will commence their employment with zero (0) days accumulated sick leave and earn one and one-quarter (1 and $^1/_4$) days of sick leave per month. The district may advance a re-employed retired teacher up to five (5) days sick leave, but he/she will not be able to participate in the Sick Leave Bank.

4. STRS retirement contributions for the retired teacher will conform to the rules of STRS for the employment of retired teachers.

5. The initial contract of employment will be a one (1) year limited contract; to be followed by two (2) more one (1) year limited contracts; followed by a two (2) year limited contract; then a three (3) year limited contact, then a five (5) year limited contract. The retired teacher will not be eligible to receive a continuing contract from the Nelsonville-York Board of Education. Retired teachers will be evaluated in accordance with the negotiated agreement.

6. Any retired teacher, employed by the Board is excluded from Section 5.11 Retirement Compensation Severance Pay.

7. The Board and Association intend this Section to supersede and take the place of any and all contrary provisions of both Ohio law and this Negotiated Agreement.

6.6 SENIORITY

Seniority shall be defined as the total number of years or fractions of an employee's total continuous service in a bargaining unit position and shall continue to accrue under the following circumstances:

A. Seniority shall be computed from a bargaining unit member's most recent date of hire. Seniority shall continue to accrue during the following:

1. Absence while on an approved paid leave of absence. Absence on an approved unpaid leave of absence will not constitute a break in seniority but such time will not be counted in computing seniority.

2. Military leave.

3. A layoff of two (2) years' duration.

4. A resignation where the bargaining unit member is reemployed or reinstated within thirty (30) days.

B. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge for just cause (If reinstated, seniority shall be considered continuous).

2. Retirement or Resignation.

3. Failure to return to work after a lay-off in accordance with Section 6.03(F)(4).

4. Failure to return to work at the expiration of a leave of absence unless extension of the leave is granted.

5. Employment by the Board in a non-bargaining unit position.

C. If two or more bargaining unit members have the same length of continuous service then seniority will be determined as follows:

1. First by the date of the Board meeting at which the teacher was employed.

2. If a tie remains, by the flip of a coin.

3. The Board president shall flip the coin if two (2) teachers have the same seniority date. However, if more than two (2) teachers have the same seniority date teachers will be eliminated by the flipping of coins in the "odd man" out method until two (2) teachers remain. The flipping of coin(s) to determine teacher (s) to be laid off shall take place in the presence of the teacher(s) affected, the Board president, the Superintendent, and the NYEA president.

D. A seniority list shall be given to the Union president not later than September 30 of each year. All members of the bargaining unit will be placed on the seniority list within each teaching field for which they are properly certified/licensed**,** the most recent date of hire, and listing the current contract status with the Board of Education. The Superintendent will at all times have posted in the central office a current seniority list which will be available for inspection during regular working hours by any teacher and/or the Association. Thereafter, changes in the seniority list will be made by the Superintendent or at the request of the Association and/or bargaining unit member.

ARTICLE 7
WORKING CONDITIONS

7.1 INDIVIDUAL RIGHTS

A. Members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest.

B. Members of the instructional staff have the right to exercise their constitutional right of political involvement without fear of reprisal or discipline in any form.

C. The private and personal life of any teacher is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment as long as it does not interfere with his or her teaching duties or teaching effectiveness.

D. Members of the instructional staff may wear insignia, pins, or other identification of membership in the Association, or community or professional organizations, on school premises.

E. No later than September 1 of each school year, each teacher, through his or her building principal, shall have access to an updated copy of Board policy.

7.2 ACADEMIC FREEDOM

Teachers shall have all reasonable freedom in the implementation of the curriculum including the right to select materials and to determine the class needs as they relate to the curriculum, as approved by the Board of Education. However, this does not exclude the right and obligation of the principal to question, consult and direct whenever necessary.

7.3 STUDENT DISCIPLINE AND TEACHER PROTECTION

A. It is primarily the responsibility of the classroom teacher to maintain the discipline of students assigned to each teacher's class. Every reasonable effort shall be made by the teacher to administer discipline and maintain control of students without the intervention of the administrator. Problems of student discipline beyond the ability of the teacher shall be referred to the principal.

B. In an extraordinary case of breach of discipline, physical force may be used to restrain a disruptive pupil provided the force used is reasonable under the circumstances. Teachers will immediately report all such instances, as well as any cases of assault on themselves in connection with their employment, to their principal or immediate supervisor in writing, giving in detail the circumstances thereof.

C. Teachers are deemed to be in complete charge of their students during the school day. Teachers are authorized to take such disciplinary action as they deem necessary within the provisions of the law and the building discipline policy.

D. Whenever a teacher is absent from employment and unable to perform his duties as a result of personal injury sustained in the course of his employment, he will be paid his full salary for the period of his absence, less the amount of any workman's compensation awarded for disability due to said injury. No part of such absence will be charged to his annual or accumulated sick leave.

E. Any complaint about a teacher by any parent shall be reported immediately to the teacher by the person receiving the complaint in accordance with Section 7.13.

7.4 SPECIALISTS

A. The Board and the Association recognizes the fact that an adequate number of competent specialists is essential to the operation of an effective educational program. The following number of qualified specialists in each of the listed categories will be considered to be a goal (not requirement) of the Board if sufficient funds are available.

B. ELEMENTARY SCHOOL

Art Teachers	Not less than 3
Music (Vocal) Teachers	Not less than 3
Physical Education Teachers	Not less than 3
Remedial Reading Teachers	Not less than 2per school/total 8
Counselors	Not less than 2

C. JUNIOR HIGH SCHOOL

Guidance Counselors	Not less than 2
Reading (remedial) Teacher	Not less than 1

D. SENIOR HIGH SCHOOL

Guidance Counselors	Not less than 3
Reading (developmental remedial) Teachers	

E. SYSTEM-WIDE

Speech Therapists	Not less than 1
Psychologist	Not less than 1

7.5 TEACHING ASSIGNMENT DURING PLANNING PERIOD

A. A teacher may be required by the building principal or other certified person in charge of the building to waive his/her planning period to assume the responsibilities of teaching a class in lieu of a substitute teacher. The teacher shall be responsible for turning in a time sheet at the end of each day to the building principal noting the periods taught. Teachers will be paid at the rate of $25.00 per period or class at the elementary level. Payment shall be made except in the case of an emergency of a non-recurring nature. Head teachers or assistant head teachers will be equitably assigned the students from another class if no substitutes can be secured. In the event the head teacher is unavailable, the class will be assumed by teachers on a rotation basis determined by the Building administrator.

B. Special Education staff will not be re-assigned to cover as substitute teachers in the absence of regular education staff. However, Special Education staff may be assigned teaching responsibilities during planning periods under the same terms as set forth in section A above, as long as the coverage time does not prevent the Special Education teacher from completing responsibilities due within the week.

C. The Association and the Board agree that after reasonable attempts have failed to secure substitute coverage that the Administration may divide the students between teachers in the same grade level when possible. Special teachers will be considered as a grade-level team. Teachers who are assigned additional students shall be paid for the additional workload as provided for in this Agreement. Elementary teachers receiving extra students shall divide the current daily substitute teacher pay rate between the teachers receiving students for more than half a day. Elementary teachers receiving extra students for one half day or less shall divide half of the current daily substitute teacher pay rate between the teachers receiving the extra students. High School and Middle School teachers receiving additional students shall be paid $25.00 per instructional period.

7.6 CLASS SIZE

The maximum number of pupils per class will be determined by the Ohio Revised Code.

7.7 TEACHING HOURS AND TEACHING LOAD

A. 1. All teachers may be assigned appropriate starting and dismissal times, provided that their total work day will be no longer than seven (7) consecutive hours, including the duty-free lunch period guaranteed to them under Section C of this Article, and no teacher will be required to report for duty earlier than 7:30 a.m. nor remain on duty later than 4:00p.m. The length of the assigned work day will be substantially equivalent for all teachers. The length of the day may be altered due to emergencies.

2. In regard to delayed opening and/or early dismissal days, the work day of teachers will begin fifteen (15) minutes before the scheduled student starting time on said day, and will end fifteen (15) minutes after the scheduled student dismissal time on said day.

B. 1. Subject to the provisions of paragraph 2 and 3 below, the work year of teachers employed on a nine (9) month basis will not exceed one hundred eighty-two (182) days. The "work year" will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days in which teacher attendance is required.

2. Teachers employed on a ten (10) month basis may be required to begin their work year up to ten (10) work days before the first day when pupils are in attendance, and terminate their work year up to ten (10) days after the last day when pupils are in attendance. If employed on an eleven (11) month basis, they may be required to begin their work year up to twenty (20) work days before the first day when the pupils are in attendance and terminate up to twenty (20) work days after the last day when pupils are in attendance. Any such teacher who is required to work beyond the regular teacher work year set forth in Paragraph 1 above will be compensated at one-ninth (1/9) his/her yearly salary for each twenty (20) work days.

3. Teachers new to the district may be required to attend one (1) additional day of orientation. Any new teacher who attends the additional day shall be compensated at his/her regular per diem rate of pay (1/182 of their annual salary).

C. Teachers will have a daily duty-free lunch period of at least thirty (30) consecutive minutes.

D. All bargaining unit members shall have a minimum of two hundred (200) minutes per week of planning/preparation time during the instructional day. Teachers in grades Pre-K through 6 shall receive a daily planning period of no less than forty (40) consecutive minutes. Teachers in grades 7 through 12 shall receive a daily planning period equal in length to a regular teaching period.

7.8 NON-TEACHING DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, when necessary to assign the following duties the Board agrees to do so as equally as possible among the employees affected.

A. Non-professional assignments, including but not limited to milk distribution and supervision of playgrounds, cafeterias, corridors, sidewalks, buses, one study hall, and homeroom.

B. Collecting money from students.

C. Inventorying and storing books, delivering books to classrooms, duplicating instructional and other materials, keeping registers and cumulative record cards, and other clerical and/or custodial functions.

7.9 BUILDING STAFF MEETINGS

Regular staff meetings will be announced two (2) days in advance, unless such staff meetings are of an emergency nature. The total time for required staff meetings will not exceed sixty (60) minutes per month nor shall any single staff meeting last longer than 30 minutes. Announcements concerning Association activities may be made by Association representatives at the conclusion of staff meetings.

7.10 PERSONNEL FILES

A. The Board agrees to notify all professional employees of any and all records being kept on said employee. There will be only one (1) official personnel file for each bargaining unit member. Principals are able to have a working file on teachers in their building during an evaluative year, but any information to be retained in the official personnel file will be included prior to the end of the school year. The official personnel file shall be maintained at the Board office at all times. Any information of a negative nature being added to said employee's personnel file will require the notification of said employee. If the employee disputes the accuracy, relevance, timeliness or completeness of information on him or her maintained in said file, he or she shall have the right to add rebuttal or request a hearing with the Board of Education on any material in his/her file that he/she deems incorrect or incomplete.

B. The Board further agrees that any employee will have the right to review and obtain a copy of all material being maintained on said employee, in accordance with the Ohio Revised Code.

C. Evidence of a verbal or written reprimand may be removed from the personnel file, upon employee request, after three (3) years, if not additional, similar misconduct has occurred during that period.

7.11 TEACHING ENVIRONMENT

A. All building, grounds, materials, and equipment are to be safe, clean, attractive as possible, adequate in quantity and quality, and be in as good operation and/or function condition as can be provided within the district's financial capacity. The Board further recognizes that purchasing and maintenance programs should be pursued to ensure a good teaching environment.

B. All members of the instructional staff shall turn in a checklist to their building principal by April 1 indicating items that should be purchased, replaced, or in any way need attention.

C. This checklist will provide ample time for the building principals, superintendent, and Board to make the necessary improvements as money becomes available.

D. The Board recognizes the need for storage, work area, and faculty restroom facilities and will make every attempt to provide these.

E. All teaching and working environments must meet the Working Environment checklist in appendix A. The checklist is to be completed at the end of the school year. Items needing remedy will be completed by the completion of the 30th day of the school the following school year.

7.12 PROFESSIONAL TEACHING STAFF RESPONSIBILITIES

Teachers are expected to adhere to policies, rules, and regulations as established by the administration and the Board as well as those included in the negotiated agreement as outlined below:

A. Follow the curriculum as outlined and adopted.

B. Attend all teachers' meetings on local, county and district levels for which the Board has provided released time.

C. Arrange for make-up work and a time for such work when pupils have been absent for an excusable reason.

D. Participate in parent-teacher conferences in order to promote better community and pupil understanding.

E. Secure approval of principal for use of supplementary texts on a classroom basis.

7.13 COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

A. The complaining parent should first meet in conference with the appropriate building principal.

B. If necessary, the parent may then request a meeting with the involved teacher and the building principal. The Superintendent may be involved at the request of the principal.

C. The matter may be taken to the Board of Education as a last resort. If this occurs, the involved teacher will be notified and included in all discussion.

D. Charges or complaints that are made anonymously shall be disregarded. It is the administrator's responsibility to protect the bargaining unit member.

7.14 PROHIBITION AGAINST PUBLIC CRITICISM

A. Any criticism of a bargaining unit member by a supervisor, administrator, other agent of the employer or other bargaining unit members shall be made in confidence and never in the presence of students, other bargaining unit members, or at public gatherings. All critiques made shall be confidential.

B. Members of the bargaining unit shall refrain from public criticism of supervisors and administrators.

7.15 SOCIAL MEDIA POLICY

Bargaining unit members should be fair and respectful to fellow employees of the district and post only appropriate and respectful content about Nelsonville0York City Schools. Failure to adhere to these guidelines may result in a Labor Relations Committee hearing which could result in disciplinary action being taken.

7.16 SPRING BREAK

Any make-up necessary to fulfill the number of hours required by O.R.C shall not be made up the last two days of Spring Break.

7.17 CALAMITY DAY POLICY

An employee's work year shall consist of one hundred eighty-two (182) days. This includes the day of employees' meeting prior to the beginning of school (Orientation Day), the day for records and reports at the end of the year (Records Day), plus the one hundred eighty (180) days of school, of which two (2) days may be used for professional meetings. The number of days scheduled under this Article shall not limit the District's ability to require additional days worked to ensure compliance with the State minimum number of hours of instruction per year. The District shall continue the practice of permitting up to five (5) calamity days per year, as long as the District remains in compliance with mandatory State minimum number of hours of instruction. Employees shall not be required to report for duty during these first five (5) calamity days. All employees shall be required to make up any calamity days beyond five (5) in a contract year to the extent that remote instruction is not provided. These make-up day(s) may or may not involve the attendance of students. If a student make-up day(s) is deemed necessary by the Superintendent then a make-up schedule will be developed by the Superintendent and communicated to both the Board

and NYEA. In the event that teachers are required to report on a day that school is cancelled for students, teachers shall not be required to report until 10:00 a.m. and shall end their workday at 3:00 p.m. Teachers will not be required to report to work if there is a Level 2 snow emergency ordered in Athens County or the county in which a particular teacher resides. In the event that a teacher is unable to attend because of a declared snow emergency, the teacher shall make arrangements with their principal to make up the day.

7.18 DISCIPLINE AND REPRIMAND

Any disciplinary action affecting a teacher shall be for just cause. All disciplinary actions taken by the administration shall be commensurate with the offense.

A. A reprimand shall be defined as a verbal or written discipline of a teacher.

B. Reprimands shall be conducted in a confidential manner and not in the presence of students, other employees, or the public.

C. If a teacher is to be given a written reprimand, the teacher shall be given notice of such intent and shall be given the right to have an Association representative present at the meeting in which a reprimand is to be issued.

ARTICLE 8
EVALUATION PROCEDURES

8.1 EVALUATION FOR MEMBERS NOT COVERED BY OTES

The Board of Education shall hereby establish procedure for appraising members of the instructional staff to be set forth as an article to the professional negotiation contract as provided herein.

No teacher will be evaluated one (I) day before a scheduled holiday, or after a holiday or calamity. (The calamity exception will not apply during the final two (2) weeks prior to the spring evaluation deadline.)

8.2 APPRAISAL PROCEDURE

The Board of Education hereby establishes provisions of appraising members of the instructional staff.

8.3 PURPOSE

Appraisal shall be for the purpose of:

A. Improving the quality of the instructional program of the system.
B. Improving the competency of the instructional staff personnel.
C. Improving the working relationship between the instructional and administrative staff personnel in keeping with the Board-adopted policies, and administrative procedures.

8.4 METHOD

Appraisal of instructional staff shall be conducted using the following method:

A. Self-evaluation;
B. General conferences including formal-written reports, and informal non-written reports;
C. Informal conferences (optional);
D. Observation with follow-up conferences including written reports.

8.5 PROCEDURE

Procedure of appraisal shall be described under subsections of this policy.

8.6 SELF-APPRAISAL

A. All members of the instructional staff shall be provided a self-appraisal form developed by the administrative staff no later than the 2nd Monday of the months of October and March. These forms are to be returned to the principal or immediate supervisor no later than the last Friday of the months of October and March respectively.

B. These self-appraisal forms shall be made in duplicate, one for the member of the instructional staff and the other to be filed in the employee's permanent record file at the central administrative office.

C. Formation to be included in the self-appraisal form shall be related to those issues affecting the instruction, techniques, and issues that reflect on the performance of duties for which he/she is employed. The self-appraisal form shall provide for the individual to express needs for services in keeping with his/her assignment.

8.7 GENERAL CONFERENCES

All members of the instructional staff shall have a minimum of one general conference per year with their principal or immediate supervisor. A written summary shall be made and filed, concerning issues discussed pertinent to the operations of the educational program, in the central administration file, and a copy provided for the instructional staff member. This written report shall include comments relative to strengths and weaknesses of that teacher and provide space for comments by the instructional staff member and require the signature of both the staff member and principal preceded by the statement:

> "By affixing my signature to this document means that I have had an opportunity to read it, but does not necessarily mean that I agree in total or in part with the contents herein."

Additional General Conferences may be held as mutually arranged by the instructional staff and the principal.

8.8 INFORMAL CONFERENCES

A. Informal conferences may be held at any mutually agreed time between members of the instructional staff and their principal or immediate supervisor concerning issues of program operations including individual responsibilities. The parties to this agreement encourage these informal conferences to be held.

B. Any written records maintained of such a conference shall be made in duplicate for the member of the instructional staff and for his/her file in the central administrative office.

8.9 OBSERVATION/FOLLOW-UP CONFERENCE

A. Each member of the instructional staff shall be observed in performing his/her assigned duty. Teachers whose limited contracts are up for renewal will be observed twice a year, teachers whose limited contracts are not up for renewal or who have continuing contracts will be observed once a year. Those teachers whose contracts are up for renewal during the school year shall be observed by the principal or immediate supervisor not later than December 30th for the first observation and not later than April 4th for the second observation. Teachers whose contracts are not up for renewal shall be observed annually not later than May 1st. A form for such observation shall be developed by the administrative staff and will be part of the written evaluation.

B. The observation conference shall be according to the following guidelines:

1. A visitation by the principal to the member of the instructional staff.

2. Physical presence of the principal in the instructional setting for at least twenty-five (25) consecutive minutes.

3. Mutually agreed time and place for a follow-up conference discussing the aspects of instruction observed by the principal. Such a conference shall be within two (2) school days of the observation, unless mutually extended.

4. Written report of the observation by the principal, including provision for comments by the member of the instructional staff observed.

5. Appraised area requiring improvement as determined by the principal or supervisor shall include suggestions for improvement.

6. Follow-up observations and conferences shall be arranged in keeping with this policy.

7. In any case, the signature of both the principal conducting the observation conference and the member of the instructional staff involved shall be affixed at the bottom of the form after the following statement:

"By affixing my signature to this document means that I have had an opportunity to read it, but does not necessarily mean that I agree in total or in part with the contents herein".

8.10 NON-OTES PROFESSIONAL STAFF EVALUATION INSTRUMENT

This instrument to be used for Evaluation Methods: Check One

A (informal) _____
B (unannounced) _____
C (formal) _____

Staff Member _____ Teaching Assignment (Grade)_____
Date of Observation Date of Conference_____

1. Specific areas showing greatest growth or sustained high performance during the period since the last evaluation include:

2. Specific areas which require additional attention:

3. Evaluator's suggestions for improvement in areas requiring additional attention:

Additional comments by reviewer:

Additional comments by staff member:

_____ _____
Teacher's Signature Date

_____ _____
Evaluator's Signature Date

8.11 EVALUATION PROCEDURE FOR MEMBERS COVERED BY OTES

Note: This part of this article applies only to those teachers who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code.

A. PURPOSES

The purposes of teacher evaluation include but are not limited to:

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.

2. To inform instruction.

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

B. APPLICATION

This teacher evaluation procedure contained in this agreement applies to the following employees of the district:

1. Teachers working under a license issued under Chapter 3319 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

2. Teachers working under a permanent or life certificate issued under former section 3319.222 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

C. CRITERIA FOR PERFORMANCE ASSESSMENT

1. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendix I of this contract.

2. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

3. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education work, education awards, and student work samples.

All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

4. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

5. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

6. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

7. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

8. No teacher shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form).

D. PROCEDURE

1. An evaluation of each teacher employed by the Board covered by this procedure shall be completed at least once each school year, except as otherwise provided in this Section. The evaluation shall be completed by the first day of May and the teacher shall receive a written report of the results of the evaluation by the tenth day of May.

2. The evaluator will be a credentialed evaluator as set forth in Section 3319.111 of the Ohio Revised Code.

3. Each evaluation will include evidence gathered in at least two (2) formal observations and at least two (2) walkthroughs.

4. If the board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the board shall perform a minimum of three formal observations as part of the evaluation in any school year in which the board may wish to declare its intention not to re-employ a teacher pursuant to section 3319.11 of the Ohio Revised Code.

5. The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teachers' most recent evaluations carried out under this policy, and whose student growth measures are at least average or higher every three years. Such evaluations are completed by May 1 of the evaluation year. Teachers evaluated on this basis are provided a written

copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held. Teachers rated as Accomplished will be evaluated every three (3) years and teachers rated Skilled will be evaluated every two (2) years.

E. OBSERVATIONS

A minimum of two (2) formal observations shall be conducted in a year in which the teacher is on an evaluation cycle. A formal observation shall be scheduled far enough in advance that the teacher will have time to prepare the formal lesson plan for submission to the evaluator, conduct the pre-conference (if necessary) with the evaluator, and shall last a minimum of thirty (30) continuous minutes. The event that the scheduled observation day is missed due to inclement weather, utility failure, or any other unforeseen circumstances, the observation will commence on the day returned to school or at the earliest convenience of the evaluator. In the event that 2 or more of these days are missed consecutively, and an observation is missed, the teacher and evaluator will agree on a makeup day for the previously scheduled observation upon returning to school.

1. All formal observations may be preceded by a pre-observation conference between the evaluator and the teacher. The preconference may be scheduled within three (3) working days of the observation. At the pre-observation conference teachers shall provide evidence for the work situation to be observed on the pre-observation form. A post observation conference may be held following the observation.

2. A post-observation conference may be held after each formal observation. At a post-observation conference, if held, the discussion will focus on area(s) of reinforcement and area(s) of refinement. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating of all areas of the observation and shall include a discussion of the progress being made of the teacher's professional growth or improvement plan.

3. All observations must be completed by May 1 and post-conferences must be completed by May 10.

4. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations.

5. No observations will be scheduled on a day before or after the following: the administration of standardized testing; winter break; or spring break (if applicable).

6. In the event of a long term leave which renders a timeline inapplicable as explained above (14), the timeline will be modified to allow for the completion of two observations prior to commencement of said leave.

F. WALKTHROUGHS

1. Not later than September 30 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be provided access to a copy of the walkthrough form to be utilized for that year.

2. Evidence from no less than two (2) walkthroughs will be used in the evaluation cycle. Such walkthroughs will last no more than (20) minutes, unless the observer and teacher agree to a longer duration.

3. The teacher will receive a copy completed walkthrough form.

4. At the request of the teacher, a formal debriefing shall occur no later than five (5) work days after the walkthrough to discuss observations of the evaluator.

5. A follow-up document may be submitted by the teacher after he/she has received the copy of the completed walkthrough form. This document shall be filed with the completed walkthrough form and may be referenced in the future by the teacher in the event the walkthrough is brought as evidence for or against said teacher.

G. PERFORMANCE EVALUATION REPORT

1. Before the evaluation is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

2. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

3. In the event that significant performance deficiencies are identified and warrant intervention, the teacher and evaluator will develop an improvement plan for addressing such deficiencies.

4. The evaluator shall note evidence of the data used to support the conclusions reached in the formal evaluation report.

5. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be

construed as evidence that the teacher agrees with the contents of the evaluation report.

6. The evaluation report shall be completed by May 10 and signed by both parties.

7. The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

H. SUMMATIVE RATING

The summative rating of a teacher shall be based upon student growth measures, which shall account for fifty percent (50%), and performance that is assessed through evidence gathered during the walkthroughs and formal observations, which shall account for fifty percent (50%).Evaluation Rating

For the purposes of the evaluation framework developed under this Article, teacher performance shall be rated based upon the following specific standards and criteria as set forth by the Ohio Department of Education that distinguish between the following levels of performance for teachers:

- Accomplished
- Skilled
- Developing
- Ineffective

Ratings of accomplished, skilled and developing will be considered comparable, provided that a teacher rated as developing has not been rated developing for more than 2 consecutive years. If a teacher has been rated developing for more than 2 consecutive years then they shall not be considered comparable to those with ratings of accomplished or skilled.

1. An Accomplished teacher shall submit a self-directed Professional Growth Plan to the evaluator.
2. A Skilled teacher and the evaluator shall jointly develop a Professional Growth Plan for the teacher.
3. A teacher with a Developing rating will develop a Professional Growth Plan that is guided by the evaluator.
4. A teacher with an Ineffective rating will be placed on an Improvement Plan developed by the evaluator.

An evaluator has the discretion to place a teacher on an Improvement Plan any time a deficiency is identified, provided that the request for the improvement plan is approved by the evaluation committee.

I. DUE PROCESS

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

2. Teachers who disagree with and provide evidence that identifies errors with data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented by the District and approved by the evaluation committee.

3. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until two (2) evaluation cycles have been completed.

J. EVALUATION COMMITTEE

The association and the board agree to establish a standing joint committee. The evaluation committee's charge is to assist in developing, maintaining, and suggesting changes to the evaluation instrument, and procedures used in the district.

1. The committee shall be equally represented by NYEA and the administration. The members of the committee from NYEA shall represent the elementary school, middle school and high school.

2. The committee shall be established by August 1 and convene for its first meeting by August 15 and shall be comprised of 4 association members appointed by the association president and superintendent or his/her designee(s). In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.

3. The members of the committee shall be representative of the elementary school, the middle school and the high school. Voting members on this committee shall be equally represented by members of the administration and the union.

4. The terms of association members on the committee shall be for a period of no less than two (2) years unless a member leaves the district, retires, requests that the association removes him/her from the committee, is no longer able to serve due to unforeseen circumstances, or is removed by action of the association.

5. At the conclusion of the association member's term, or removal therefrom, the association (President) will appoint a successor.

K. Committee Operation

1. The committee shall be chaired jointly by a committee member from the association and a committee member from administration.

2. Members of the committee will receive training on the performance evaluation component of OTES and any other training that may become necessary for the committee.

3. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

4. Committee agendas will be developed jointly by the co-chairs of the committee.

5. At the initial meeting, the committee shall develop the ground rules by which the committee shall operate and update them thereafter as needed.

6. All decisions of the committee shall be achieved by consensus.

7. Members of the committee shall receive release time or compensation at the extra duty hourly rate for committee meetings and trainings.

L. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the procedures and processes, including the evaluation instrument, for teacher evaluation.

2. The board and the association shall bargain during regular contract negotiations any changes to the Negotiated Agreement. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

3. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process as set forth in the Negotiated Agreement, then said recommendation shall be subject to ratification by the board and the association.

4. In the event of legislative action by the Ohio General Assembly that materially affects this topic; the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained to the extent changes need made to the Negotiated Agreement without opening the entire negotiated agreement.

M. MENTOR TEACHER FOR TEACHERS ON AN IMPROVEMENT PLAN

1. The District shall provide teachers on an improvement plan with a trained mentor teacher who is not the credentialed evaluator. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

2. Role of the Mentor Teacher

    a. The mentor teacher shall possess continuing contract status and have a minimum of five (5) consecutive years of teaching experience in the District.

    b. The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the teacher through formative tools and practices.

    c. The mentor teacher shall hold a valid teaching certificate/license and shall be assigned to teachers with the same area of certification/license.

    d. The mentor teacher shall have extensive knowledge of a variety of classroom management and instructional techniques.

    e. The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

3. Release Time/Compensation

    a. Each mentor teacher shall be granted release time for mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

    b. In addition to the mutually agreed upon release time, each mentor teacher shall receive a stipend of two-thousand dollars (2,000) for each mentee. The stipend is to be paid on June 1 of that school year.

4. Protections

    a. Other than a notation that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation.

    b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and/or advancement through the Resident Educator program.

c. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.

d. All interaction between the mentor teacher and the teacher shall be regarded as confidential. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentor teacher and no information provided by the mentor shall be used in the evaluation of the teacher.

e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised Two (2) times by the mentor teacher or the teacher.

f. No data collected through the Ohio Resident Educator or Mentor Program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.

g. If there are no volunteers from the bargaining unit who express interest for the position of mentor, the Superintendent shall direct a qualified bargaining unit member to the position for no more than one (1) year as mentor. Involuntary assignment by the Superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

N. HIGH QUALITY STUDENT DATA

1. High Quality student data will be determined by the evaluation committee.

8.12 EVALUATION OF SCHOOL COUNSELORS

Note: This part of this article applies only to those counselors who are subject to the standards-based statewide counselor evaluation framework which is aligned with the Ohio Standards for School Counselors and adopted by the State Board of Education (SBOE) per the requirements of sections 3319.113, 3319.61 and 3302.03 of the Ohio Revised Code.

1. EVALUATION TIME LINE

District administrators evaluate school counselors annually except as otherwise appropriate for high performing school counselors. Annual evaluations include two formal observations of at least 30 minutes each and informal observations. Counselors will be provided with a written report of the evaluation.

The Board evaluates school counselors receiving effectiveness ratings of Accomplished on the counselors' most recent evaluations carried out under this policy, and whose metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric every three years. In years when an evaluation will not take place, one observation is carried out and at least one conference with the counselor is held.

The Board evaluates school counselors receiving effectiveness ratings of Skilled on the counselors' most recent evaluations carried out under this policy, and whose metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric every two years. In years when an evaluation will not take place, one observation is carried out and at least one conference with the counselor is held.

2. EFFECTIVENESS RATING

School counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. Each school counselor is evaluated based on multiple factors including performance on all areas identified by the standards for school counselors and the ability to produce positive student outcomes using metrics in order to determine the holistic final summative rating of effectiveness according to ODE requirements. The choice of metrics for student outcomes will be determined locally and will include information from the school or school district's report card when appropriate.

3. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

School counselors with a final summative rating of Accomplished must develop a professional growth plan.

School counselors with a final summative rating of Skilled must develop a professional growth plan collaboratively with their evaluator.

School counselors with a final summative rating of Developing must develop a professional growth plan with their evaluator. The Superintendent/designee approves the professional growth plan.

School counselors with a final summative rating of Ineffective must develop an improvement plan with their evaluator. The Superintendent/designee approves the improvement plan.

The District has discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

4. PROFESSIONAL DEVELOPMENT

The Board allocates financial resources to support professional development in compliance with State law and the SBOE's evaluation framework.

ARTICLE 9
COMMITTEES AND VOLUNTARY ACTIVITIES

9.1 STUDENT TEACHER/PROFESSIONAL INTERN

The NYEA and the Nelsonville-York Board of Education hereby agree to participate with the student teaching/professional intern and field experience programs conducted by colleges and universities.

Both parties agree to the following criteria:

A. Student Teaching/Professional Internship

1. Each teacher must have three (3) years' teaching experience, one of which must be in the Nelsonville-York school System, have received at least a skilled rating within the last two (2) recent evaluation cycles and shall not miss more than thirteen (13) total days the prior school year to be eligible to accept a student teacher/professional intern;

2. Each teacher has the right to refuse any student teacher/professional intern; and

3. Each teacher will be paid a stipend by the Board, as paid to the Board by the college or university at the end of each quarter.

B. Field Experience

1. Each teacher must have three (3) years teaching experience;

2. Each teacher must have (1) year teaching experience in the Nelsonville-York system;

3. Each teacher has the right to refuse participation in field experience; and

4. Each teacher will be paid the rate established by O.U. for each two (2) visits.

9.2 TEACHER-ADMINISTRATION COMMUNICATION

1. The Association will select a Communication Committee for each school building or faculty unit which will meet with the principal or his counter-part to review and discuss local school problems and practices. Said Committee will consist of not more than one (1) member for every ten (10) teachers in the school building or faculty unit, but will in no event have fewer than three (3) members. The Communication Committee will have the right to schedule faculty meetings before and after school or at such times which do not disrupt the normal school programs.

2. The Communication Committee will be provided, at its request, with at least twenty (20) minutes or any requested lesser amount of time at all building faculty meetings to report on matters involving representatives of the teachers of the Association.

3. The NYEA Executive Committee will meet with the Superintendent and one (1) or more members of the Board at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.

9.3 INSERVICE

The Board will pay reasonable expenses incurred in connection with any courses, workshops, seminars, conference, in-service training session, or other such program which a teacher is required or requested to take by the administration. Said teacher will also be compensated for all time spent in actual attendance at said sessions at his/her regularly hourly rate.

9.4 DISCIPLINE COMMITTEE

A. There shall be a discipline committee at each level, i.e. High School, Elementary K-3, Elementary 4-6, and Junior High 7-8.

B. Each building shall have a discipline committee comprised of three teachers appointed by the Association. Each committee shall meet at least once a year with the principal to review the discipline within their school and if necessary make recommendations for changes to the principal and the Superintendent.

9.5 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

There shall be a Local Professional Development Committee (LPDC) to oversee, review, and approve individual professional plans for certificate/license renewal and upgrade, recommend in-service activities, obtain/develop programs that will satisfy the Ohio Department of Education requirements for Professional Development Continuing Education Units (CEU's) per OAC 3301-27-08, and work in conjunction with the Entry-Year Program.

1. The LPDC shall consist of five (5) members. NYEA shall appoint three (3) teacher representatives. The Superintendent will select one administrator. The School Principals will elect one principal. At all times the committee shall have a majority of teachers. Teacher appointments shall be for three (3) consecutive years. Teacher appointments shall be staggered.

2. Terms shall run from July 1 through June 30.

3. Committee vacancies will be announced in the spring.

4. The Appointments shall be made by each party outlined above, notifying the other of those appointed.

5. If any vacancy occurs during the member's term of office, the vacancy shall be filled by the Association for a teacher, the Superintendent for the Administrator and the Principals for a Principal.

B. The LPDC shall elect a chairperson and a secretary/recorder.

C. The Committee shall schedule one meeting per month from September – May and require a quorum of three members in order to conduct business. Such meetings shall either be conducted during release time and the Board shall provide substitutes for bargaining unit members serving on the LPDC or the Committee shall meet after school from 3:45 – 6:45. Other meetings shall be held on an as needed basis.

D. Up to five (5) days release time shall be granted to study requests, to research programs/in-service, activities, and to obtain/develop programs for CEU's. If the committee determines to conduct some of their meetings/activities outside the school year/day, and the Superintendent approves, members of the committee will be compensated at fifteen dollars ($15.00) per hour for all time spent in meeting or training outside the negotiated work day.

E. Notification of all meetings of the LPDC shall be according to the Sunshine Law and shall be posted in each teacher work area and the office of each building.

F. The committee minutes shall be prepared by the recorder and maintained in compliance with the laws governing the operation of committees of public bodies.

G. Decisions of the LPDC will be made by a majority vote of the committee members present.

H. Two teacher members will not vote in the review of individual professional development plans that affect administrative certificate renewal. Administrators will be subject to the same guidelines as teachers when filing an IPDP and working for certificate/license renewal.

I. Training

1. Members of the LPDC shall be provided the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC.

2. Training will be provided at no cost to the committee members or loss of pay. All costs of training – including all registration costs, travel, meals, accommodations and mileage – will be borne by the Board of Education.

3. LPDC training for committee members shall constitute appropriate "equivalent activities" for the purpose of the committee members' own individual development plans, if the committee so decides.

J. Appeals

Any appeal of an LPDC decision must be made according to the following procedure:

1. Reconsideration: If any educator disagrees with an LPDC decision, the educator will be given the opportunity to meet personally with the LPDC to discuss the IPDP and to discuss his/her case. This discussion will also serve to help the educator gain an understanding of the perspective of the LPDC.

2. If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party panel will review the decision. The third party panel will consist of one licensed educator selected by the LPDC; one licensed educator selected by the educator making the appeal; and one licensed educator agreed upon by the two selected members. These three individuals then function as a panel to review the LPDC decision and either uphold it or overturn it.

    a. Members of the LPDC will not be members of a third party panel but members of the LPDC and the educator making the appeal may attend any meeting of the third part panel without compensation.
    b. No member of the third party panel will be compensated by the Board for time served on this panel.

3. Records will be kept at the Board office. Access to records will be subject to current policies and agreements regarding personnel records.

4. LPDC members will not be permitted to review their own IPDP. They will abstain from the review and voting, in which case a quorum will consist of three of the remaining four members. When the committee is considering the IPDP of a member of the committee who is an administrator, the Superintendent will serve as a committee member.

5. No decision of the LPDC concerning the acceptance or rejection of an IPDP is grievable under the contract.

9.6 ENTRY YEAR PROGRAM

A. The Entry Year Program is intended to provide a formal program of positive support, foster professional growth, and prepare all entry year teachers for the performance-based assessment (currently Praxis III). An entry year teacher is defined as any bargaining unit member who is new to the profession and is employed under a 2-year provisional teaching license. The Entry Year Program and assessment examination does not replace the negotiated employment evaluation.

B. The Nelsonville-York Board of Education and the Nelsonville-York Education Association will present an orientation regarding confidentiality and the mentoring program for Mentors and Entry Year Teachers.

9.7 DRUG TESTING

A. Reasonable Suspicion Testing

1. In cases in which an employee is observed acting in a manner where there exists a reasonable suspicion to believe that the individual is under the influence of illegal and/or controlled substances and/or alcohol, the School District may require the person to go to a medical facility or local clinic to provide urine specimens for Laboratory testing. The observation shall be made directly by a trained administrative or supervisory employee.

2. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the employee's behavior, speech, body odors or other articulable factors. The observations may include indications of chronic and withdrawal effects of controlled substances.

3. The supervisor or administrator who makes the finding of reasonable suspicion must make a written record of his/her observations leading to a reasonable suspicion drug test within twenty-four (24) hours of the observation or before the drug test results are released, whichever is earlier.

4. An employee who is required to undergo reasonable suspicion testing must be accompanied by a School District representative to the local clinic or medical facility.

5. Reasonable suspicion tests shall consist of the laboratory analysis of urine specimens. Such analysis must be made by a NIDA certified laboratory.

6. The employee must sign a consent form authorizing the testing and release of the test results to the Superintendent. Refusal to sign the consent form or to provide a specimen will subject the employee in question to disciplinary actions up to and including discharge.

7. If an employee tests positive for illegal or controlled substances and/or alcohol, he/she will be afforded the opportunity to attend a rehabilitation

program at the employee's expense or it may be covered by the health insurance program. Rehabilitation must be completed to the satisfaction of the physician in charge of the rehabilitation program.

8. Medical leave of absence will be granted for the first finding of a positive test. Such leave shall be paid or unpaid, depending on the employee's availability of accrued sick leave. The granting of such absence shall not apply to any employee convicted of a criminal drug or alcohol offense.

9. After satisfactorily completing a prescribed period of rehabilitation, the employee will be put back to work following a negative drug test. Said employee may be tested at least six (6) times during the following twelve (12) month period without notification. Any employee testing positive following rehabilitation will be subject to appropriate disciplinary action.

9.8 MASTER TEACHER COMMITTEE

A. A master teacher committee shall be established for the purpose of designating teachers in the building/district as master teachers in accordance with the recommendations of the Ohio Department of Education.

B. The master teacher committee shall be comprised of a majority of practicing teachers. The Association shall appoint three (3) teachers to the committee and the Superintendent shall appoint two (2) district administrators.

C. The master teacher committee members shall jointly establish a Plan of Operation for the appropriate designation of a master teacher, including but not limited to: the time and location of meetings, the application and review process, the dissemination of general information to local Association members, and the appeal procedure.

D. Members of the Master Teacher Committee will be compensated in the amount of $50 for each meeting of the committee. The committee shall schedule a maximum of four (4) meetings each school year. All meetings shall be scheduled after the regular school day.

9.9 LABOR MANAGEMENT COMMITTEE

A. A labor/management committee will be established upon ratification of this agreement. The committee shall consist of four (4) Board representatives, which includes the superintendent and four (4) Association representatives, which includes the Association president. The Association president and the superintendent shall meet during the first week of each school year and schedule quarterly meetings for the up-coming school year.

B. The committee shall meet to discuss potential problems and promote a more harmonious working environment. Areas of discussion should include, but not be limited to: state and federal mandates affecting the school; the administration of

this agreement; to notify the Association of changes made by the administration that would affect the bargaining unit; disseminate general information to the parties; discuss ways to improve educational services; scheduling and holding of open house, etc. Representatives attending the Labor/Management Committee may not change the negotiated agreement, but may agree to make recommendations to their respective groups regarding issues arising during the meetings.

C. At least five (5) days prior to the meeting, each party shall furnish a list of all matters to be discussed and these shall be placed on the agenda by either the superintendent or the Association president. The agenda shall be distributed to all attending committee members at least two (2) days prior to the meeting.

D. Upon ratification of this agreement an initial meeting of the committee shall be scheduled for the purpose of training the committee members by the Federal Mediation and Conciliation Service.

ARTICLE 10
VACANCIES, TRANSFERS, AND PROMOTIONS

10.1 VACANCIES

A. A vacancy in a bargaining unit position shall exist when an employee dies, resigns, retires, is terminated, re-assigned, transferred, promoted, or a new position is created.

B. When a bargaining unit position is vacant, the Board shall fill the position within sixty (60) days of the occurrence of said vacancy, if the Board determines the vacancy shall be filled.

10.2 POSTINGS

A. The Superintendent shall post all teaching vacancies throughout the school year in each building for a period of five (5) work days. When vacancies occur during the summer months when school is not in session such notices will be placed on the District-wide voice mail system and on the District web page. Bargaining unit members will receive notice by mail or via District email during the summer months. Vacancies occurring after July 1 may be filled as soon as the Administration identifies a qualified applicant, and after two (2) work days after the bargaining unit members have been notified of the vacancy. Vacancies that occur after the beginning of the school year will be filled by a substitute for the remainder of the school year. The vacant position filled by the substitute will be posted and all resulting vacancies created by the bidding; however, all transfer(s) will occur at the beginning of the succeeding school year.

B. Teachers desiring consideration for transfers or voluntary reassignment shall request a conference within the posting period as defined in paragraph 1 above. If requested in a timely fashion, conferences will be granted to all teachers who

express such interest. It is agreed that vacancies will not be filled until such conferences are held and that equal consideration will be given to incumbent staff.

C. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly cause to be posted a notice of same on the bulletin board in each school building for no less than five (5) work days before the position is filled. Vacancies shall be filled on the basis of the experience, competency, qualifications of the applicant, length of service in the district, and other relevant factors. Any new positions, including supervisory positions, shall be posted with accompanying job description.

10.3 DEFINITIONS

A transfer shall be defined as any change in a teacher's position as to the building(s) to which the teacher may be assigned. A reassignment shall be defined as a change in grade level or subject taught within the same school.

10.4 TRANSFERS AND REASSIGNMENTS TO A VACANT OR NEW POSITIONS

A. Voluntary Reassignments or Transfers

1. Definitions:

   a. Voluntary reassignment shall be defined as a change requested by the member in a teaching assignment within a building.
   b. Voluntary transfer shall be defined as a change requested by the member in a teaching position in another building.

2. Within fourteen (14) days of the posting of the vacancy or new position, a written request for voluntary transfer shall be filed with the Superintendent.

3. No vacancy shall be filled with a new employee unless there is no certified applicant currently employed by the Board. In the filling of vacant positions, the following criteria shall apply:

   a. Certification
   b. Seniority
   c. Qualifications (to be defined as: experience in grade or subject level to be taught, educational background, defined as course work taken in subject area to be taught.)

4. Within ten (10) days of the request, if more than one (1) current employee requests such transfer, the following criteria shall apply:

   a. Certification
   b. Seniority
   c. If qualifications are substantially the same, the position shall be awarded to the more senior employee.

d. If there is no qualified applicant in the district, according to the criteria above, the Board may employ an outside applicant.

5. Within five (5) days of the request, the applicant shall receive approval and date that the transfer is to be affected or denial with reason.

B. Involuntary Transfer

1. A teacher being involuntarily transferred or reassigned will not be placed in a position which involves reduction in total compensation or impairment of tenure. No involuntary transfer shall be made without first attempting to fill the position through a voluntary transfer until August 1.

2. An involuntary transfer/reassignment will be made only after a meeting between the teacher involved and the Superintendent at which time the teacher will be notified in writing of the reasons. If the teacher so requests, an Association representative shall be at the meeting. No teacher will be transferred arbitrarily, capriciously or without a rational reason.

3. When enacting an involuntary transfer involving equally certified members, the member with the least seniority shall be transferred, unless there is a demonstrated rational reason for overriding seniority.

C. Promotions

The Board declares its general support of a policy of filling vacancies including vacancies in supervisory positions, from which its own teaching staff provided, however, nothing herein shall preclude the Board of Education from determining that the interests of the school system can best be served by actively seeking candidates from outside the district.

ARTICLE 11
GRIEVANCE PROCEDURE

11.1 DEFINITIONS

A. A "grievance" is a claim by a member of the bargaining unit, that there has been a violation, misinterpretation, or misapplication of a written and expressed provision(s) of this agreement.

B. A grievance procedure is a method by which an individual or group of employees can express a complaint, problem or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels.

C. A Grievant is a teacher or teachers having grievance. The Nelsonville-York Education Association, hereinafter referred to as the Association, shall appoint a Grievance Committee. The Association shall designate one (1) or more

representatives for grievance procedures in each building. Any teacher may consult this representative for assistance.

D. A "day" in this section shall mean a working day. The number of days indicated at each level shall be considered as maximum and should be adhered to in expediting the procedure.

E. The term "teacher" when used in this document shall refer to an individual or group of individuals who are members of the bargaining unit covered by the policy on Professional Negotiations.

F. The term “Appropriate Supervisor” shall mean the lowest level supervisor able to resolve the grievance.

11.2 PURPOSE

The primary process of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

11.3 PROCEDURE

A. Both parties agree that grievance proceedings should be handled in a confidential manner.

B. Nothing contained herein shall be construed as limiting the individual rights of teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of existing personnel policies in effect.

C. A Grievant shall initiate action within thirty (30) days of the event or condition upon which the grievance is based. If the initiation of such action is longer than thirty (30) days, the rights to the use of the procedure described can be considered waived.

D. The Grievance Committee of the Association shall be available to assist all teachers governed by this procedure. Such assistance may include: information and interpretation of the grievance procedure; providing official forms used in the formal steps of the proceeding; recommending of Association support and position on the issue; assistance may be provided to all individuals in the area of proper procedure. Action on official position of the Association may take place at any level of the proceedings.

E. Time limits stipulated should be adhered to strictly as maximums to ensure rapid resolution to problems and issues concerned. Lack of adherence to the time limits by the aggrieved can result in the declaration that resolution has been obtained by

the last level of hearing. Time limits may be extended only by mutual agreement of all parties concerned.

11.4 LEVEL ONE - INFORMAL

Within thirty (30) days of knowledge of an event or condition that an individual considers a grievance, he/she shall discuss the problem with the appropriate supervisor. He/She may do this alone or with his/her official Association representative.

11.5 LEVEL TWO - FORMAL

A. In the event the Grievant is not satisfied with the disposition at Level One, or no decision has been rendered within five (5) days after the informal meeting, he or she may inaugurate the formal proceedings. Whether or not a decision has been rendered, these formal proceedings must be initiated within five (5) days after the response was due from the informal meeting in order to proceed to Level Three.

B. In all levels of the formal proceedings, official Grievance Report Forms shall be made in triplicate; one (1) for the Grievant; one (1) for the administration; one (1) for the Association.

C. Within five (5) days of the filing, a hearing shall be arranged between the Grievant, the appropriate supervisor, and the Association representatives, and other parties who may be needed to give information relative to the claim. The disposition by the Supervisor shall be added to the Grievance Report Form in triplicate within five (5) days of the hearing.

11.6 LEVEL THREE

A. If the Grievant is not satisfied by the disposition of the appropriate Supervisor, the Grievant may seek a hearing with the Superintendent or his designated representative within five (5) days after the report in Level Two, by completing step two of the Grievance Report Form in triplicate and submitting it to the Superintendent. Within the next five (5) days a hearing shall be arranged between the Grievant, the Superintendent, or his designated representative (who must be someone other than the aggrieved person's immediate supervisor), and a representative of the Association, and other parties that may be needed to give information relative to the claim.

B. The disposition of the Superintendent or his designee shall be completed within five (5) days.

11.7 LEVEL FOUR

A. If the Grievant and the Association do not accept the disposition in Level Three the Association may request that the issue be submitted to arbitration within five (5) days after the Level Three report.

B. The arbitrator shall be appointed by the American Arbitration Association according to its voluntary rules and regulations. Information submitted to the arbitrator shall be confined to the information and positions related in the lower levels of the grievance proceedings relative to the parties concerned. The arbitrator shall make his/her report and recommendations in triplicate to the Grievant, the Superintendent and the President of the Association. His/her decision shall be considered final and binding. Cost of the arbitrator's services shall be paid for by the Board of Education and the Association equally. 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 this 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.

11.8 MISCELLANEOUS

A. Nothing in this procedure shall be construed to as to deny the Association or its representatives the right to redress before an appropriate administrative agency or through the courts, if such a course seems to them, at their sole discretion, more appropriate. Nothing in this procedure shall be construed to deny the individual, the Association, or its representatives the right to seek redress by law.

B. No participant shall be denied the right to legal advice and/or counsel in any of the levels listed above.

C. A grievance may be withdrawn at any level without prejudice or record. Copies of all written decisions of grievance shall be sent to all parties involved, the Association president, the aggrieved and the appropriate administrator.

D. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this agreement.

E. Forms for processing grievances shall be made available through all administrative offices; in each building, the central administration office and designated officials of the Association including Building Representatives and member of the Association Grievance Committee.

ARTICLE 12
LEAVES

12.1 PROFESSIONAL LEAVE FUND/ PROFESSIONAL MEETING FUND

A. Eight thousand dollars ($8,000.00) per fiscal year, including substitute(s) cost, shall be allocated for use in the Professional Meeting Fund account for meetings which

are likely to be professionally beneficial to the applicant and the school district. This money shall be used for the purpose of certificated teachers within the bargaining unit to attend professional meetings, workshops or school visitations. The money shall be allocated for each fiscal year during the terms of this agreement. The term "professional leave" shall not include trips when the applicant accompanies students to activities such as meetings and competition.

B. Application for such leave shall be filed with the building principal five (5) school days prior to the date of such leave. Leave shall be granted only by the Superintendent and upon the recommendation of the building principal. Leave approved by the Superintendent shall not require Board approval to the extent that funds are unencumbered in the Professional Meeting Fund herein established.

C. Staff members will be reimbursed for the following cost categories, to a maximum of two (2) professional meetings per fiscal year:

~~1.~~ Travel by private motor vehicle; IRS approved rate per mile in effect of the beginning of the fiscal year.

2. Coach fare on commercial airlines or train, except if only first class is available - receipts are necessary.

3. Car rentals at acceptable market rates from commercial car rental firms when appropriate (e.g., if in Washington, D.C. for a week, no car, rental car may be more economical than taking taxi cabs) - receipts are necessary.

4. Fees for taxi cabs, buses or subways - receipts are necessary.

5. Actual cost of public lodging accommodations - receipts are necessary. For lodging in excess of 74 miles one way from the school, hotel reimbursement will be in full and the member waives his/her right to meal reimbursement. For lodging under 74 miles one way from the school, hotel reimbursement will be in full but the member waives his/her right to mileage reimbursement and meal reimbursement.

6. Actual cost of meals, not to exceed thirty-five dollars ($35) per day - receipts are necessary.

7. Parking fees while traveling on business - receipts are necessary.

8. Registration fees for workshops or conferences directly related to project or school services or programs - receipts are necessary.

12.2 BEREAVEMENT LEAVE

In the case of death in the immediate family, (mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren, aunt, uncle, step mother, step father, step children and anyone living in the

household, the teacher may have up to three (3) days paid leave. At the discretion of the Superintendent, this period may be extended due to such extenuating circumstances as distance, unusual family or personal responsibilities, and the like.

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

B. In the event the bereavement leave period is extended for more than three (3) days, the ensuing days absent will be deducted from sick leave.

12.3 LEAVE FOR ASSOCIATION BUSINESS

During the course of conducting Association business, should it become necessary for a member of the bargaining unit to be absent and/or conduct Association business, the Association President, Negotiations Chairperson, and the Association Delegates shall be granted time to be used at the discretion of the Association. These days shall not be deducted from any leave provision within this contract. The aforementioned leave shall not cause the teacher taking such leave a loss in pay.

12.4 JURY DUTY LEAVE

When it becomes necessary for a teacher to accept jury duty, the teacher shall be paid the difference between his jury duty pay and his regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.

12.5 MILITARY LEAVE

Military leave will be granted to teachers pursuant to Ohio Revised Code. Benefits will be granted as a maximum allowable by law.

12.6 PERSONAL LEAVE

Four (4) personal leave days per school year will be granted to all full-time employed members of the bargaining unit. Personal leave will not need justification or explanation by the member, but the member will give two (2) days' notice. The day is not to be used for

- The seeking of or participation in gainful employment.
- For participation or assistance in any strike activity.
- During the first or last week of school, unless prior approval of the building administrator is secured.
- Immediately before or after any holiday or vacation, unless prior approval of the building administrator is secured.
- The use of personal leave may be limited by the building administrator to fifteen percent (15%) of the teaching staff in that building.

A. Any documented abuse of personal leave may result in disciplinary action taken by the Board against the member of the bargaining unit. Such action must occur within twenty-one (21) administrative working days from the serving of written reasons to the member and after a meeting is held on the matter. An Association representative may attend the meeting if so desired by the member.

B. Any unused personal days shall be converted to sick leave at the end of the school year exclusive of the cap on sick leave.

12.7 PARENTAL LEAVE

A. Leave Rights

In addition to the appropriate use of sick leave a bargaining unit member who is expecting a child or adopting a child less than one (1) year of age shall be entitled to a leave of absence without pay for parental leave to begin at any time between (a) the commencement of pregnancy, or in the case of adoption, the receipt of custody, and (b) one (1) year period after the child is born or adopted. Such leave shall be for a one (1) year period and may be extended for an additional school year upon application for extension.

B. Application for Leave

Application for leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the date the Bargaining unit member anticipates return to service. Such return date shall coincide with the commencement of a grading period. Applications for parental leave shall be granted by the employer.

C. Time for Filing Application

Application for parental leave prior to childbirth should be made thirty (30) days prior to the beginning date of the parental leave. Application for parental leave for the period beginning with the expiration of a use of sick leave, or for parental leave related to adoption should be made prior to the beginning date of the leave. The employee's failure to make a timely application shall not be grounds for denying the approval of parental leave.

D. Reinstatement Rights

Upon return from approved parental leave at the time set forth in the application for leave, the bargaining unit member shall be entitled to reinstatement to the same position which the bargaining unit member held prior to the leave or to a substantially equivalent position for which the bargaining unit member holds valid, unexpired licensure. If the bargaining unit member desires to return to active

service prior to the stated date of the application for leave, the bargaining unit member shall notify the superintendent in writing that an early return to service is requested, and the date upon which the bargaining unit member wishes to return. Upon the recommendation of the superintendent, the Board of Education may authorize the early return of such bargaining unit member. If the early return is so authorized, the bargaining unit member shall be assigned to the same or a substantially equivalent position for which the bargaining unit member is qualified not later than the commencement of the next grading period.

E. Contract Rights

Use of parental leave shall not be grounds for termination, non-renewal, or failure to issue any limited or continuing contract, whether for regular teaching duties or supplemental duties.

12.8 ADOPTION STABILIZATION LEAVE

A. Leave Rights

Teachers may use sick leave, or advancement thereof, for absence due to the adoption of a child, regardless of the age of the adopted child. Teachers for whom sufficient sick leave is not available to cover this stabilization period due to the adoption, as hereafter defined, shall be entitled to either unpaid FMLA Leave or to unpaid leave of absence for that portion of the stabilization period not covered by sick leave not to exceed twelve (12) weeks.

B. Application for Leave

Application for leave of absence due to the need for stabilization as a result of adoption shall be in writing. This application should be filed as soon as possible.

C. Rights While on Leave

Teachers on leave due to adoption stabilization shall be entitled to full fringe benefits and shall be entitled to reinstatement at the expiration of the period of stabilization to the same class assignment, teaching assignment, building assignment, and supplemental duty assignment, if any, as held immediately prior to the stabilization leave.

D. Contract Rights

Use of Adoption Stabilization Leave shall not be grounds for termination, non-renewal, or failure to issue any limited or continuing contract, whether for regular teaching duties or supplemental duties.

12.9 ASSAULT LEAVE

In the event of an assault on a teacher by a non-bargaining unit member, as a result of their employment which results in the teacher being absent as a result of the assault, such absence will not be charged to sick leave and the teacher will receive full pay and benefits for thirty (30) school days. The Board may approve additional assault leave upon request and medical verification by the teacher. This article shall be granted under the provision of the Ohio Revised Code 3319.143.

12.10 SABBATICAL LEAVE

A. A teacher who has completed five (5) years of service in the Nelsonville-York City School system may, with permission of the Board of Education and the Superintendent of Schools, be entitled to take a leave of absence with part pay; equal to the difference between the substitute's pay and the teacher's expected salary, for one (1) or two (2) semesters subject to the following restrictions:

1. Application submitted by June 1 of school year prior to beginning leave.

2. A plan of study in education approved by the Superintendent.

3. Provide evidence at the conclusion of the leave that the plan was followed and credit received.

4. Agree to work for Nelsonville-York City Schools for one (1) year following completion.

5. Immediately upon return from sabbatical, a teacher shall be returned to the same or similar assignment held prior to such leave. Similar assignment means elementary teachers to grades K-8 and high school teachers to grades 9-12. Supplemental contracts or extended service do not apply.

B. No more than 2% of the teaching staff may be on leave at one time.

C. This section is subject to all other provisions of Section 3319.131 of the Ohio Revised Code.

12.11 SICK LEAVE

A. Each full-time certified employee shall receive fifteen (15) days sick leave per year at the rate of 1-1/4 days per month.

B. Each part-time certified employee shall accumulate the number of sick hours as provided in the Ohio Revised Code.

C. All employees shall be advanced fifteen (15) days of sick leave credit with the effective date of their contracts.

D. The cumulative days of sick leave shall be 320 days.

E. New employees shall receive credit for sick leave accumulated in any elementary or secondary school chartered by a State Department of Education, including licensed parochial schools or similar institutions, or public agencies in Ohio. It will be the responsibility of the new employee to secure a certified record of the accumulated sick leave from the former employer.

F. Sick leave may be used to cover personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and illness or death in the immediate family. Employee's immediate family for this policy shall include: spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, aunt, uncle and anyone living in the same household.

G. Falsification of a statement is grounds for suspension or termination of employment.

H. Any employee missing three (3) consecutive sick days must provide a doctor's excuse or be docked for those days.

I. If an employee has more than twelve (12) sick occurrences in a year, each time the employee is absent after twelve (12) occurrence due to illness or for medical reasons, they must submit a signed doctor's note. An occurrence is anytime an employee is off sick. If there is no break in the sick leave, the that is an occurrence. Recurring absences due to pregnancy or chronic illness will count as one (1) occurrence with a signed doctor's note. Building administrators will notify the employee when they have six (6) and ten (10) occurrences.

12.12 SICK LEAVE BANK

The Nelsonville-York City School District Board of Education shall establish a Sick Leave Bank which will allow individual bargaining unit members to donate up to ten (10) days of sick leave to each eligible applicant. Bargaining unit members with less than one hundred (100) days accumulated sick leave shall not be eligible to contribute.

A. To qualify for the Sick Leave Bank, an employee or a member of the employee's immediate family as defined in Article 41-Sick Leave, must have experienced a catastrophic or extended illness or injury and the employee must have exhausted his/her sick leave and personal leave. The Sick Leave Bank cannot be used beyond the current school year.

B. Sick Leave Bank days may not be used to defer application for or receipt of disability retirement benefits.

C. Request for use of Sick Leave Bank days will be considered on a case by case basis. A committee, composed of two (2) Board appointed members and two (2) Association appointed members and a mutually agreeable fifth member, will make a determination based on the following criteria.

1. The employee will request that additional sick leave days be transferred to his or her credit from the Sick Leave Bank.

2. The total use of the Sick Leave Bank shall not exceed the current school year.

3. The Committee will notify the Treasurer in writing as to the number of days to be donated and the name of the employee to receive the days. This notice will authorize the Board's Treasurer to transfer the days to the identified employee.

4. The treasurer shall transfer days from the Bank in an amount necessary to take the requesting bargaining unit member to the last teacher work day of that school year unless fewer days are requested.

5. Unused days shall be returned to the Sick Leave Bank. The number of days in the bank shall be given to the Association President during the month of September of any year.

D. Effective with the ratification of this agreement, the Association will notify its members through a general announcement or newsletter of the nature of the Sick Leave Bank and their ability to contribute. Included in this notice shall be a signed statement by the employee transferring the sick leave. Bargaining unit members are allowed to donate up to ten (10) sick leave days a year.

1. All employees agreeing to transfer sick leave to the Sick Leave Bank shall send the signed notice to the Association President or Designee. The Association President shall provide all signed notices to the Board's treasurer.

2. Affected employees pay stubs and employee records will reflect donated sick leave rather than used sick leave days.

3. Sick Leave Bank transfer shall be completed by October 1 of any school year. No transfer shall be done after this date unless the number of days in the Sick Leave Bank falls below fifty (50) donated days.

4. The maximum number of days allowed in the sick leave bank at any one time shall be two hundred (200) donated days. Unused days will roll over into the next school year. If more than two hundred days are donated they will be taken from the donating members proportionally. Unused days will roll over into the next year.

ARTICLE 13
DURATION OF CONTRACT

13.1 DURATION

A. The contract shall be effective from the first day of August, 2023 to the 31st day of July, 2026, both dates inclusive.

B. The written provisions of this Agreement shall constitute the whole and entire agreement between the parties with respect to all issues within the scope of bargaining. Any matters not covered herein have been satisfactorily adjusted.

C. This contract shall continue in effect from year to year thereafter, until either party shall notify the other in writing of desire to terminate or modify this agreement after the first regular Board meeting of each school year. When notice is given, as provided above, the negotiations process shall begin in accordance with the provisions of this contract.

13.2 COST OF MASTER AGREEMENT

The Nelsonville-York Education Association and the Nelsonville-York Board of Education agree to share the cost of having the Master Agreement printed. Each party shall pay one-half of the cast. Two hundred copies shall be made.

13.3 MAINTENANCE OF STANDARDS

The Board and the Association shall adhere to all specific and express terms of this contract.

SIGNATURES

FOR THE BOARD

_____, President BOE

_____, SUPERINTENDENT

_____

_____

DATE_____

FOR THE ASSOCIATION

_____

Bethany Roam

Trent Hays Rep

Chelsey Moore

DATE_____

APPENDIX A

WORKING ENVIRONEMENT CHECKLIST

To be completed at least once every school year.

Item	Met/Comments
Doors: 1. Lock and unlock 2. Have a keyhole with a key 3. Latch and lock securely 4. Have a window, or be installed with a window into the hall	
Windows: 1. Unbroken 2. Weatherproof 3. Clean and functional (can open and shut) 4. Have working screens and blinds or fireproof curtains	
Lights: 1. Adequate lighting 2. Working light switch (teacher has key when applicable)	
Emergency evacuation: 1. Plans for fire, tornado, lockdown drills clearly marked and up-to-date with current building procedures 2. Working fire alarm including flashing light 3. Exits as per fire code	
Ceilings: 1. All tiles in good repair 2. No leaks	
Walls: 1. Cleaned regularly 2. Painted regularly	
Floors: 1. Tiles are clean, intact, and free from breaks or hazards 2. Tiles are waxed regularly 3. Carpets clean, intact, and free from wrinkles, bumps, and tears	
Electrical Outlets: 1. All outlets work 2. An adequate number of outlets are provided for teacher	
Wastebasket: 1. At least two	

2. Emptied daily and cleaned as needed	
Pencil Sharpener: 1. At least one in working order, either manual/wall-mounted or electric	
Clean & Properly Displayed American Flag	
Storage: 1. At least one bookshelf installed 2. At least one filing cabinet 3. Cupboards and drawers for materials and supplies 4. At least one cupboard for teacher's personal belongings	
Student Work Space: 1. One desk or similar sized work table per student 2. One chair per student 3. Student work space is ADA compliant 4. Student work space meets fire code	
Teacher Work Space: 1. At least one desk and desk chair per teacher 2. Working desktop computer provided and maintained 3. Working phone and intercom	
Clock: 1. One clock, working with batteries replaced as needed 2. Time is correct and is synced to district clocks	
Heating & Ventilation: 1. Rooms are connected to building HVAC with vents in the room 2. One accurate, working thermostat	
Boards: 1. At least one bulletin board, securely attached to wall 2. At least one white board, clean and unbroken	
Technology: 1. One projector connected to A/V, maintained or repaired as needed 2. Working access to network, including wireless network and ethernet	
Cleaning Supplies: 1. Wipes, sanitizer, and other supplies to keep classroom safe and clean 2. Cleaning supplies available as required by current health guidelines	

APENDIX B

GRIEVANCE REPORT FORM

Grievance No._____

_____ _____
Name of Aggrieved Date Filed

_____ _____
Assignment Building

LEVEL II

(Submitted to Appropriate Supervisor -_____)

A. Time and Date Grievance Occurred: _____
B. 1. Statement of Grievance:_____
_____
_____
_____
_____

2. Articles and Sections Violated:_____
_____

3. Relief Sought:_____
_____
_____
_____
_____

_____ _____
Signature Date

C. Date Grievance Discussed:_____

D. Disposition by Appropriate Supervisor:_____
_____
_____
_____

_____ _____
Signature of Appropriate Supervisor Date

NAME:_____
GRIEVANCE NO._____

LEVEL III

(Submitted to Superintendent-_____)

A. Position of Aggrieved or Association:_____
_____
_____
_____
_____

_____ _____
Signature of Aggrieved Date

B. Disposition by Superintendent:_____
_____
_____
_____
_____
_____
_____

_____ _____
Signature of Superintendent Date

APPENDIX C

REQUEST FOR SICK LEAVE BANK DAYS

Employee's Name_____

I am requesting _____ days from the Sick Leave Bank.

The reason I am requesting to use the Sick Leave Bank Program is:

_____

_____

_____

_____

1. I understand that my request will be considered and granted only if there are days donated by fellow employees to the Sick Leave Bank.

2. I understand that the number of days granted cannot exceed the number of days remaining in the current school year.

3. I have read the guidelines for use of Sick Leave Bank Program in the Master Agreement.

4. I understand that I am only eligible to use the Sick Leave Bank Program during my current school year.

I have read all of the above statements and agree to abide by the conditions.

_____ _____

Signature (Date)

_____ _____

Approved by Committee (Date)

One copy of this form should be returned to the Superintendent, one copy should be sent to the District Treasurer and one copy should be sent to the Association President.

APPENDIX D

Under the provisions of the Master Agreement between the Board and the Association, the parties have agreed to establish a Sick Leave Bank

The purpose of this program is to allow individual employees to donate up to a maximum of ten (10) days of their accumulated sick leave to an individual who has experienced a personal catastrophic illness or injury or to an individual whose family member has experienced a catastrophic illness or injury and been approved by the Sick Leave Bank Committee.

GUIDELINES FOR DONATION OF SICK LEAVE

1. Anyone making a donation must have accumulated at least one hundred (100**)** days of sick leave.

2. Sick leave will be deducted from the total accumulation of the donor.

3. Donors may donate any number of days up to a total of ten (10) days to this Calamity Leave Assistance program.

4. Names of donors to the Sick Leave Bank Program will be kept confidential.

5. Sick Leave Bank transfers must be completed by October 1 of any school year. No transfer will be accepted after this date unless the number of days in the bank falls below fifty (50).

6. The Sick Leave Bank Program will be used only to meet a specific request(s).

I have read the above information and agree to donate _____ days to the Sick Leave Bank

I currently have a total of _____ days of accumulated sick leave.

_____
Name of Employee Making Donation (Please Print)

_____ _____
Signature (Date)

This form should be returned to the Treasurer, Nelsonville-York Schools.