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MASTER AGREEMENT

BETWEEN THE

NORTHWESTERN LOCAL EMPLOYEES ASSOCIATION/ OEA/NEA UNIT #1 (CERTIFIED STAFF)

AND THE

NORTHWESTERN LOCAL BOARD OF EDUCATION (WAYNE COUNTY, OHIO)

EFFECTIVE

JULY 1, 2024 - JUNE 30, 2027

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ARTICLE 1. RECOGNITION

The Northwestern Local Board of Education, hereinafter referred to as the "Board," recognizes the Northwestern Local Employees Association, OEA/NEA, Unit #1, hereinafter referred to as the "Association," as the exclusive representative for all certificated/licensed personnel and personnel who are performing activities normally performed by said certificated/licensed personnel excepting those persons who by nature of assignment require a certificate/license and an administrative contract as defined by Ohio Revised Code 3319.01, 3319.02 and 4117.01(F) and subparagraphs.

ARTICLE 2. NEGOTIATIONS PROCEDURE

A. Negotiations shall be initiated by notification from the Association in writing to the Board and SERB no earlier than February 1 and no later than March 15.

Between February 1 and March 15, the Parties may voluntarily and mutually agree to enter into collaborative bargaining utilizing a type of an Interest-Based Bargaining process. Should the Parties mutually agree to follow the collaborative bargaining process, the Federal Mediation Conciliation Service (FMCS) will provide training and facilitation of the Interest-Based Bargaining negotiations process. During the training, Ground Rules shall be mutually developed for the Interest Bargaining negotiations process. Should the Parties not mutually agree to enter into collaborative bargaining, all other provisions as outlined in the following Sections of this Article will be followed.

B. Negotiations Meetings

1. Once negotiations begin, there shall be a negotiations session every seven (7) calendar days. The only exception to the aforementioned shall be in the case of hazardous weather or when agreed upon mutually.

2. Complete written negotiation proposals shall be submitted to the other party at the first negotiations session. Any issue or proposal introduced after this session shall require mutual agreement in order to be included in negotiations.

C. Representation

Representation shall be three (3) to five (5) representatives each for the Board and the Association with no fewer than three (3) members from each team present. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party.

D. Exchange of Information

Upon reasonable request, the Superintendent shall make available to the Association such information as is pertinent to the issues under negotiations and the Association shall make available to the Superintendent such information as is pertinent to the issues under negotiations, provided that nothing herein shall require the Superintendent or the Association to make available any confidential information or reports expressly compiled for the use of the Board and its negotiators or the Association and its negotiators.

E. Agreement

1. As each item is tentatively agreed, the item shall be reduced to writing and initialed by a representative of each team.

2. Once tentative agreement is reached on all items, the total tentative Master Agreement shall be submitted to the Association for ratification within seven (7) calendar days of the final bargaining session.

3. When the Master Agreement is ratified by the Association, it shall be submitted to the Board for ratification at its next regular or special meeting, but not later than seven (7) calendar days after the Association's ratification.

4. Once ratified by both parties, the Master Agreement shall be signed by representatives of the parties as specified by Article 21, herein, and is binding on all parties.

F. Impasse Procedures

1. Impasse is defined as the point in time of negotiations when a party can honestly say that in its opinion the parties cannot reach agreement alone and further bargaining will be futile without the assistance of a neutral third party.

2. If, fifty (50) calendar days before the expiration of the existing Master Agreement, the parties are unable to reach an agreement, either party shall have the right to declare Impasse and request the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of thirty (30) calendar days or until the expiration date of the Master Agreement, whichever is less.

3. The mediator shall have no authority to bind either party to an agreement. The mediation period may be extended by mutual agreement between the parties.

4. The Parties agree that the aforementioned Mediation constitutes the parties exclusive mutually agreed upon alternative Dispute Resolution Procedures, and supersedes the procedures provided in O.R.C. 4117.14. If the parties are unable to

reach an agreement following mediation and the Master Agreement has expired, the Parties retain their respective rights as provided in Ohio Revised Code Chapter 4117, including the Association shall have the right to strike provided that the Association has given a ten (10) calendar day prior written notice of an intent to strike to the Board of Education.

G. During the period of negotiations, news releases may only be made upon mutual agreement of the parties.

H. "Days," throughout this Master Agreement, shall mean calendar days.

I. "Good faith" requires that the Association and the Board to be willing to respond to each other's proposals.

J. All parties to the Negotiations Procedure shall absolutely respect the confidential nature of these meetings. Progress reports may be made to the Board/Administration and to the Association by their respective negotiation teams.

K. If there is a discrepancy between Board policy and this Master Agreement, this Master Agreement shall be controlling.

ARTICLE 3. ASSURANCE CLAUSE

The parties to this Master Agreement and their agents, the staff, the Administration, and the Board agree that there shall not be any reprisals in any manner taken against any person(s) as a result of or arising from use and/or participation in negotiations, grievances, Association activities, and/or any other use of this Master Agreement.

ARTICLE 4. RIGHTS

A. Management Rights

The Board and Administration retain unto their authority and discretion any matter not contained in or referenced by this Master Agreement and are restricted in exercising their authorities only by this Master Agreement.

B. Association Rights

1. The Board's current Policy Book, including any regulations, will be available in electronic format on the District's website. The Superintendent will notify the Association President at least ten (10) days before the Board intends to discuss proposed changes to the Policy Book.

2. The Association is permitted common use of a bulletin board in each teacher's lounge.

3. The Association is permitted to use school mailboxes for Association business.

4. Communication between, among and/or on behalf of the Association during lunch periods will not be restricted. If the representative is a nonemployee of the Board, then the representative shall check in with the Principal before meeting with the bargaining unit member.

5. The right to use facilities and equipment by the Association shall be at least the same as those granted any school-sponsored organization.

6. Committee Assignments and Representation

   a. The Board shall notify the Association of any new or potential committee and its membership. Any District-wide or building committee shall allow for input from the Association on the issues discussed.

   b. The Association shall have the right to appoint twenty percent (20%) of the persons to be seated on any District-wide committee or building committee that has members other than just Board members, the Treasurer, and Administrators. Any teacher on a committee will not have the authority to bind the Association.

   c. No committee or members thereof may usurp the Association as exclusive representative of the bargaining unit.

7. Bargaining Unit Member Information

   a. Personal Information. Annually by October 1, the District shall publish to staff a directory that contains the following information unless a member requests it to be withheld: Name; Home Address; Phone Numbers provided to the District; Personal Email provided to the District; Work Email; and Work Site. The Board will provide the Association President with a copy of the Directory on paper or in an electronic format.

      The Association President may at any time submit in writing signed and witnessed consent from any member that had opted out of the Directory and the Board will provide the Association President, separate from the Directory, with the Personal Information specified in the preceding paragraph, if it is retained by the Board, on paper or in an electronic format.

   b. Seniority Information. The Board will provide the following information to the Association President by October 1, annually, as part of the seniority list prepared pursuant to Article 14, Paragraph F.1.: Name; Seniority Date;

Full-Time equivalent (FTE) status; and contract status (i.e., limited contract or continuing contract). The seniority list shall be provided in an electronic format (either Microsoft Excel or Google Sheets).

C. Teacher Rights

1. Opportunity for teacher input concerning yearly appropriations measure will be provided prior to the adoption. Classroom supplies will be included in the appropriations as recommended by each teacher with consideration and approval of the Principal. Teachers will be responsible for dollar amounts of supplies requested, but the Superintendent and the Principal reserve the right to put limits on the total amount.

2. Principals will provide building budgetary information approved by the Board, under Section C.1., above, to their respective teachers after adoption of the appropriations measure.

3. To the extent permitted by law (i.e., in a manner consistent with (a) the Ohio Department of Education & Workforce's rules and guidance concerning Positive Behavior Intervention Supports (PBIS), Seclusion and Restraint; (b) the Individuals with Disabilities Education Improvement Act (IDEA), including students' individualized education programs (IEPs); (c) Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), including students' Section 504 Plans; students' Behavior Intervention Plans (BIPs); and any other state or federal law that authorizes and/or restricts the imposition of discipline for a pre-K – 12 student), a teacher may remove a student from curricular activities under the teacher's supervision for the remainder of the school day. Students removed from class will be sent to the Principal's Office. When the teacher sends the student to the Principal's Office, the teacher will provide at least oral notification of the reason for the removal. The teacher must also submit by the end of the workday a written report to the Principal of the reasons for such removal. After a removal, the teacher may elect to reintegrate the student into his/her classroom at an earlier and agreeable time. The Administration recognizes its responsibility to support and assist teachers who handle disciplinary matters in a professional manner.

4. The Board shall solicit input and/or suggestions from the Association concerning any Operating Levy/Bond Issue, including the timing for the Board placing the levy/issue on the ballot and the amount of the proposed millage. If the Association plans to provide input/suggestions to the Board, it needs to do so in writing at least ten (10) days prior to the date the Board intends to take the first action to begin the process of placing the levy/issue on the ballot.

5. While not required to do so, teachers are permitted to handle students' medical and related issues to the extent they feel competent to handle such issues.

6. Neither the Board nor the Association shall discriminate against a bargaining unit member or prospective employee in consideration for employment, reemployment, or promotion or in the application of any provision of this Master Agreement and/or application of any Board policy on the basis of race, color, religion, creed, national origin, sex, age as defined in the Age Discrimination in Employment Act (as amended), or disability as defined by the Americans with Disability Act (as amended). The Board and the Association shall cooperate to prohibit any such acts of discrimination.

7. No bargaining unit member shall date a student of Northwestern Local Schools.

8. Student Behavioral Problems; Right to Know

   The staff will be notified of known and potentially violent behavior problems of students, unless notification would be in violation of State or Federal law.

9. Notification of Communicable Diseases

   Staff will be notified of known communicable diseases carried by students, so long as notification is not in violation of State or Federal law.

10. Academic Freedom

    a. A major goal of education in a free society is to develop persons who can think critically, understand their culture, live compassionately with others, make sound decisions, and live with the consequences of their judgment.

    b. The principle of academic freedom presupposes intellectual honesty on the part of the person who exercises it, and that the person can and will discriminate among facts relating to an issue. When expressing a personal opinion, a teacher must make it known to students that the view is the teacher's own and will not attempt to bring students to a commitment to that personal viewpoint.

11. School Events

    Bargaining unit members shall be admitted to all events sponsored by and held at Northwestern Local Schools without charge excluding fundraising events. A bargaining unit member will receive a non-transferable pass for that purpose and, upon acceptance, agree to intervene at such activities, as a District employee, if necessary to maintain order and discipline.

12. Input to Calendar

    The Labor/Management Committee shall develop multiple calendar choices. The Board will make the final decision on the calendar after considering the staff’s input

as reflected by the Association membership's vote on the multiple calendar choices. If the Board selects a calendar choice other than the one recommended by the Association's membership, the Board will communicate to the Association President its reasons for selecting the calendar it chose. All make-up days will be built into the calendar.

13. Use of Personal Communication Devices

The District will not require bargaining unit members to (a) use their personal communication devices to perform their work responsibilities or (b) download applications on their personal communication devices.

14. Disciplinary Actions

a. Disciplinary actions shall include verbal warnings, written reprimands, suspension, and termination of bargaining unit members. Discipline shall normally be imposed on a progressive basis and may include repetition of a step without progressing to the next step, However, the parties recognize some offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity.

Step 1 – Verbal Warning: While a verbal warning may be originally communicated orally to the employee, all verbal warnings will be memorialized in writing and placed in the immediate supervisor's file, with a copy to the employee and personnel file. The written verbal warning shall consist of a brief anecdotal note that identifies the date/time, location, and concise/general description of the misconduct (which normally will not exceed a couple of sentences), along with the direction provided by the immediate supervisor. If the conduct that is the subject to the verbal warning is not repeated in the following twelve (12) months, the employee may request that the verbal warning be removed from supervisor's file and the employee's personnel file, provided the original misconduct did not involve a violation of Title IX, sexual abuse, or discrimination and/or harassment. See Appendix J.

Step 2 – Written Reprimand: The immediate supervisor or the Superintendent may issue a written reprimand. A copy of the written reprimand will be provided to the employee and placed in the employee's personnel file. A bargaining unit member may write a rebuttal, which will be attached to the written reprimand.

Step 3 – Suspension: The Superintendent may issue a suspension of one (1) to three (3) days without pay. A copy of the notice of unpaid suspension will be placed in the employee's personnel file and

provided to the employee, the immediate supervisor, and the Association President. A bargaining unit member may write a rebuttal, which will be attached to the notice of suspension.

Step 4 – Termination: The Board may terminate a bargaining unit member pursuant to the Superintendent's recommendation.

b. The Board may utilize plans of assistance or require additional training as part of the disciplinary process. A bargaining unit member will be reimbursed for the costs associated with a plan of assistance or additional training, unless the Superintendent determines the circumstances warrant such costs being paid by the bargaining unit member due to the nature of the incident(s) involved.

c. Disciplinary actions including termination will be for just cause.

d. Bargaining unit members shall be notified of the right to have Association representation present at any conference where disciplinary action may be taken and will be given the opportunity to have such representation.

ARTICLE 5. WORKING CONDITIONS

A. Parent/Teacher Conferences

If parent/teacher conference times are scheduled by the Board outside the regular school day, commensurate release time will be scheduled soon thereafter for all affected.

B. Work Year

The work year for certificated/licensed staff covered by this Master Agreement shall consist of one hundred eighty-four (184) days in accordance with the adopted school year calendar by the Board, and the salary schedules in Article 18 are predicated on one hundred eighty-four (184) days of scheduled work. Any days in excess of one hundred eighty-four (184) shall be adopted as part of the annual school calendar and paid the daily rate. The work year shall include: the District Teachers' Workday at the beginning of the new school year, one-half (1/2) Teacher Record Day at the end of the year, one-half (1/2) Professional Development Day scheduled under Section C.6. below, Wayne County In-service Day*, three (3) Professional Days that will consist of no more than two-and-a-half (2.5) hours of collaborative activities aimed at supporting District initiatives (which will be directed by building administrators) with the remainder of each workday available for teachers to perform work of their choosing in their classroom, and one (1) prep day during the month of August after the Principal is scheduled to return at the selection of each bargaining unit member, and no more than one hundred seventy-seven (177) student contact days less the equivalent of two (2) days for parent/teacher conferences, if scheduled. Martin Luther King Day shall be an unpaid holiday for all bargaining unit members. Only new teachers are

required to participate in the County New Teachers' Day at the beginning of the school year. Make-up days are adopted as part of the annual Board adopted calendar. The Labor/Management Committee will determine when the three (3) Professional Days will take place.

C. Workday

1. The length of a typical workday shall be seven and one-half (7.5) hours. Each teacher shall be granted at least thirty (30) minutes for duty-free lunch each school day, during which time the teacher shall not be required to perform any school activity. Teachers may leave school premises at lunch with prior notice to the Principal or secretary.

2. Before and after school duties shall be compensated pursuant to the supplemental salary schedule.

3. Student contact time shall not exceed six (6) hours per day.

4. Teachers shall not be required to use their planning time or time outside the workday for inclusion and team-teaching planning.

5. Principals may schedule one (1) building meeting per month that may result in an extension of the workday as described above for a maximum of forty-five (45) minutes each outside the workday. Additionally, intervention-type meetings (such as IAT, IEP, ETA, IBA, etc.) may result in extension of the workday for up to one (1) hour outside the workday. Up to nine (9) such meetings per teacher per school year will be without additional compensation. Any teacher required to attend more than nine (9) such meetings per year will be compensated at Thirty Dollars ($30.00) per meeting attended beyond the nine (9). [Note: Intervention-type meetings may be held during the workday or outside the workday. Only meetings outside the workday count toward the nine (9) and may be eligible for compensation.] All meetings under this Paragraph C.5. will be preceded by a three (3) day advance notice, except in emergency. Teachers shall be expected to attend these meetings unless absent from school immediately prior to the meeting or for a legitimate excuse discussed with the Principal in advance.

6. the hour equivalent of one-half (1/2) day of professional development time will be scheduled and may extend the workday. This time is not subject to Section C.5.

7. There will be no additional meetings added to the workday beyond those already provided under the Master Agreement, without additional compensation being paid.

D. Conferences and Planning Time

1. High School and Middle School Teachers*

Planning time shall be equal to at least one (1) teaching period within the student day.

**This Section covers those Middle School teachers whose classes are rotated throughout the day, like the High School concept.*

2. Elementary Teachers: Grades Kindergarten thru Five**

Planning time shall be at least two hundred twenty-five (225) minutes per standard five-day school week per teacher working over one-half (1/2) time. Planning time will occur within the student day and shall be no less than twenty-five (25) continuous minutes.

***This Section covers those Middle School teachers whose classes are maintained like the contained classroom concept of the primary grades.*

3. Special Area Teachers

Special Area teachers will be granted planning time of at least two hundred (200) minutes per week during the student day.

E. Teacher Load

1. Ratios shall not exceed:

   a. Forty (40) classroom teachers per 1,000* FTE after excluding Administration, special education teachers, vocational education teachers, teachers paid in whole or part through Federal funds, and ESP teachers.

   b. Five (5) E.S.P. teachers per 1,000* FTE. "E.S.P." are defined as physical education, music, art, guidance, visiting teachers, librarians, and nurses.

2. If a classroom teacher (not including teachers of "specials" except general music) at the elementary level is assigned over twenty-four (24) students, or a high school teacher is assigned over six (6) class periods or over three (3) preps, the teacher shall have the right to a meeting between the affected teacher, the Association, and the Superintendent or designee to review the assignment and its reasons.

3. No high school teacher will be assigned seven (7) classes unless (a) requested by teacher or (b) the teacher is involuntarily assigned and compensated at one-seventh (1/7th) of the teacher’s per diem rate.

4. No middle school teacher will be assigned eight (8) classes unless (a) requested by a teacher or (b) the teacher is involuntarily assigned and compensated at one-eighth ($1/8^{th}$) of the teacher's per diem rate.

F. Teacher Liability

1. Teachers will be released from any liability after students are sent to and arrive at the tutor(s). Tutors will be responsible for returning students to the classroom teacher.

2. Teachers who choose to work on their own time in the school building and who are not otherwise assigned to work directly with students during that time (e.g., supplemental contract or after school detention) will not be held responsible or liable for students on school premises outside the teacher's workday.

G. Nonteaching Duties – High School

Nonteaching duties, such as lunchroom supervision or study hall supervision, shall be rotated as equitably as practicable among the High School teaching staff with the ultimate assignment of nonteaching duties to be determined by the Building Principal.

H. First Aid Supplies

The Board will make available first aid supplies, including latex gloves, to bargaining unit members on an "as needed" basis.

I. Facilities

1. Where possible, the Board shall provide:

   a. Cordless telephones for use by the bargaining unit members throughout the school day.

   b. Storage facilities in which bargaining unit members may store instructional supplies and personal belongings including a lockable desk, filing cabinet, and closet.

   c. In each building, a properly furnished and properly lighted faculty workroom where bargaining unit members can work and relax.

2. However, the final decision for facilities is up to the Board.

J. Full-Time

Whenever possible, the Board shall hire full-time employees over part-time.

K. Progress Book / Digital Photographs and Videos of Students and Their Work

1. Teachers are responsible for clearly communicating students' progress to students and their parents in a timely manner. As such, teachers will update Progress Book on a regular basis consistent with professional standards.

2. The Board will make available to employees Board-owned devices for the purpose of taking digital photographs or videos of students and/or their work.

L. Student Teacher Procedure

Student teachers shall not be assigned to first- or second-year bargaining unit members. No bargaining unit member shall be assigned a student teacher without his/her permission.

M. Committee Assignments and Curriculum Guides

Release time shall be granted for such assignments during the workday.

N. Due Date of Student Grades

Teachers must submit grades and/or progress reports no later than noon (12:00 p.m.) one-week after the close of the grading period. With respect to seniors, the High School Principal will determine and communicate to teaching staff, no later than the start of the second semester, the last day of the fourth quarter grading period, which may be different from the end of the fourth quarter grading period of the other students attending the High School.

O. Job Sharing

Voluntary job sharing is dependent upon the understanding that student needs and scheduling take precedence and preference over individual bargaining unit members' preferences. This concept is predicated on consensus, conciliation, and cooperation. All job-sharing positions shall be reviewed annually by the Superintendent and will not be renewed automatically. All decisions by the Superintendent or building principal regarding the recommendation or approval of proposed job-sharing arrangements shall be final and not subject to the grievance procedure (Article 9) of this Negotiated Agreement.

Job Sharing Definition

Job Sharing shall be defined as two (2) employees sharing the duties and responsibilities of one (1) full-time equivalent (FTE) position.

Responsibilities

1. Each job-sharing employee shall have a contractual work week with hours of Monday through Friday, or one job-sharing employee shall have a contractual work week with hours of Monday through Tuesday and one half of Wednesday, and the

other job-sharing employee shall have a contractual work week with hours of the other half of Wednesday and Thursday through Friday.

2. Instructional planning time, job responsibilities, duties, and committee work are to be shared equitably as determined by consensus among the two (2) bargaining unit members and the building principal.

3. For professional development time purposes, each job-sharing employee shall fulfill, at no additional cost to the District, all responsibilities as if a full-time employee.

4. Both employees shall attend any scheduled parent-teacher conferences involving shared students, and evening and after-school meetings expected of full-time teachers and such assignments.

5. In the event that one of the job-sharing employees resigns, ceases active employment with the District, or if a part of a job-share position becomes vacant for any reason, the Superintendent at his/her discretion, shall either (1) return the other teacher to full-time status for the remainder of that school year or (2) fill the vacant part-time position for the remainder of that school year.

6. Job-sharing bargaining unit members unemployed as a result of subparagraph 5. above will be placed on the recall list per Article 14 of this Master Agreement.

<u>Compensation and Benefits</u>

1. Salary compensation for each job-sharing employee shall be prorated according to the amount the bargaining unit member would have earned if the employee was full-time. Advancement on the salary schedule will be the same as full-time employees.

2. All other benefits, including all insurance(s) shall be prorated for job-sharing employees. In a job-share, these benefits may be divided up such that each employee receives fifty percent (50%) of the District contribution toward the benefit package. However, in no event shall the amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid for one FTE position.

   If one of the job-sharing employees does not have a need for health and welfare benefits, he/she may sign a waiver opting out of any health and welfare benefits for the current school year only. Should a waiver be signed, that decision is binding and non-revocable for that school year.

3. If one of the job-sharing employees is absent from work, the other bargaining unit member may assume the full-time duties and be compensated on the regular substitute Board-approved substitute rate. Should the other job-sharing employee

be absent in excess of fifty-nine (59) days, they will be compensated per the employee's regular salary.

4. Participants shall acquire seniority credit for layoff placement purposes on a proportionate basis, e.g., one-halftime service provides one-half year credit.

5. Job-sharing teachers shall be considered for changes in contract status, evaluation, and suspension of contract pursuant to a Reduction in Force on the same basis as full-time teachers.

Notification of Intent

1. Bargaining unit members who have been in the employ of the District for (3) consecutive years who wish to be considered for a job-sharing position for the following school year shall submit a Letter of Intent to the Superintendent by March 1st.

2. Bargaining unit members who wish to return to full-time positions shall follow the voluntary transfer provisions of this Agreement.

3. The participants in any job-sharing arrangement may be considered for a maximum duration of two (2) school years in any job-sharing arrangement. The two (2) years may be consecutive or non-consecutive.

P. Education of Students with Disabilities

1. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that students with disabilities be educated "to the maximum extent appropriate" with students who are not disabled by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual student with disabilities will dictate the environment in which the student is educated, and that each student's education plan will be developed in accordance with his/her individual special needs.

2. Recognizing these statutory obligations, the continuum of options available to students with disabilities, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered by the Administrator when assigning students to a classroom:

a. The educational benefits – both academic and non-academic – available to a student with disabilities in the regular classroom setting and the student with disabilities' progress, with appropriate supplemental aids and services;

b. The effects and impact of the student with disabilities' inclusion in the regular education classroom setting upon the other students in the class, both positive and negative [e.g. unreasonable classroom disruptions or diversion of instruction time despite appropriate supplemental aids or services]; and

c. The cost of necessary supplementary services.

3. Any teacher involved in educating a student with an IEP or 504 Plan will be given a copy of the document along with the opportunity to provide input and/or feedback in the development (where possible), implementation or revision of the document. If a teacher has questions or concerns about the content and/or implementation of the student's IEP/504 Plan, the teacher should contact the student's IDEA or 504 case manager.

4. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in:

a. Exploring outside resources that will support and assist the affected teachers in providing education in the least restrictive environment;

b. Providing in-service training to teachers to assist in addressing the educational needs of students with disabilities in a regular education classroom environment;

c. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and

d. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.

5. Special education teachers (exclusive of tutors or related services personnel) will be provided release time for drafting of IEPs as provided in Article 5, Paragraph P.10. Special education teachers shall be provided release time, as has been the practice, to conduct IEP conferences.

6. Nothing in this Article should be considered in a manner inconsistent with Federal or State laws governing the education of students with disabilities.

7. Specialized Health Care Procedures

a. Teachers in MD units with medically fragile students will be trained in any procedure necessary to protect the student.

b. Teachers, other than MD teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastrostomy tube-feedings, catheterizations, or tracheostomy suctioning of a student. Trained teachers in MD units may be requested but are not required, except in emergencies, to perform any medical procedure including, but not limited to, gastrostomy tube-feedings, catheterizations, or tracheostomy suctioning of a student.

8. The following issues are not grievable:

a. a student's eligibility for special education or accommodations under the IDEA or 504 Plan;

b. the contents or appropriateness of a student's IEP/504 Plan; and

c. the student's placement.

9. Review of Student Placement

A teacher who is to implement any part of an IEP and who has reason to believe that the student's placement is inappropriate may request an IEP team meeting.

10. Education of Students with Disabilities

A special education teacher will be released from his/her regular teaching duties at a rate equal to one (1) day per every five (5) IEPs the teacher has primary responsibility for drafting. With prior approval of the Building Principal, the special education teacher who is given a full-release day to draft five (5) IEPs may choose the location where he/she completes that work. Alternatively, a special education teacher may elect to receive the daily substitute rate for every five (5) IEPs the teacher is primarily responsible for drafting in lieu of taking release time pursuant to this Paragraph. In the event there is a number of IEPs that is not a multiple of five (5), the teacher will receive payment at the daily substitute rate or release time based on the ratio of five (5) IEPs to one (1) day.

Q. Local Professional Development Committee

1. A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for Continuing Education Units (CEUs), organize and plan in-service programs in collaboration with the In-service

Committee, mentor training, mentor programs, CEU credits (if approved by the State of Ohio), identify and set priorities for District staff development in collaboration with the In-service Committee, oversee teacher and paraprofessional qualification requirements and status, and serve as one (1) discussion group for instruction and curriculum issues.

2. The term of office for LPDC members shall be three (3) years, except the initial term shall be staggered [1 year, 2 years, 3 years] to provide continuity.

3. The LPDC shall be composed of three (3) bargaining unit members appointed by the Association (consisting of representation from the elementary, middle school and high school), and two (2) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.

4. The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC.

5. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable. Administrators, whose plans are denied, may appeal to the Board of Education per the Board's appeals procedure as the alternative to the independent appeals process.

6. The LPDC will meet a minimum of two (2) one-half (1/2) days and a maximum of four (4) one-half (1/2) days during the work year in collaboration with the Superintendent. Substitutes will be provided, as necessary, by the Board. The agenda for each meeting will be distributed in advance of the meeting. Additional meetings up to four (4) one-half (1/2) days, set up in collaboration with the Superintendent, outside the workday, shall be compensated at the rate of one-half (1/2) the daily substitute pay plus Ten Dollars ($10.00) per person per half day.

7. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. When such training occurs during the regular workday, paid release time shall be granted not subject to any Professional Leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.

8. The Board will provide and pay for secretarial services, certificate/license tracking services, and storage of information and files for the LPDC.

9. Teachers and Administrators shall submit their educational plans in writing to the LPDC for approval. The LPDC will place in writing any questions it has for the employee about the individual’s IPDP. If the LPDC has any further questions or concerns about an employee’s IPDP, the LPDC may require the employee to appear in person before the LPDC to answers the questions and/or address the concerns.

R. Labor/Management Committee

The Northwestern Local School District Board of Education and the Northwestern Local Employees Association will establish a Labor/Management Committee consisting of four (4) members appointed by the Association and four (4) members appointed by the Superintendent. The Committee shall meet at mutually agreeable times, at least three times per semester, for the purpose of discussing, not negotiating, issues of concern to both parties. Annually by September 15, the Superintendent and Association President shall schedule the dates/times for the six (6) required meetings. Additional meetings may be scheduled as mutually deemed necessary. The Committee may request training from the Federal Mediation and Conciliation Service.

S. New Programs

No teacher shall be required to participate in any pilot program or grant without first having been given an opportunity for input and training as appropriate.

T. Block Scheduling

Prior to implementing any block scheduling, the parties will meet and confer in order to resolve any concerns that they may have.

U. Senior Seminar

Teachers assigned to senior seminar will be given one (1) day of paid release time per quarter for duties related to the senior seminar assignment.

V. Credit Flexibility

1. A joint high school Credit Flexibility Development Committee (CFDC) shall be established to oversee and review credit flexibility plans for students desiring high school credits under the Credit Flexibility Program. The Committee will be made up of Administration and Association members. The Association President will appoint the Association members. Other participants may be invited to participate as plan/committee needs require.

2. CFDC members shall have the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any Professional Leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld.

3. For all committee work outside of the regular work day CFDC members will be paid twenty dollars ($20.00) per hour.

4. The committee will report to the Labor/Management Committee on a monthly basis detailing committee work, concerns, and recommendations regarding the Credit Flexibility program.

5. Teachers having responsibility for an individual student credit flexibility plan will be compensated at a rate developed and mutually agreed upon by the Administration and Association members of the Labor/Management Committee.

6. Teachers responsible for an individual student credit flexibility plan will have opportunities to consult with and otherwise assist the assigned student on a regular basis, with adequate time allocated for such consultation and assistance. Contact time will be maximized at the beginning of the plan program. Teachers of record may meet with their students during their planning time (at the teacher's discretion), during the instructional day, or at the beginning or the end of the regular school day.

W. Intellectual Property Rights

Except for curriculum, material and work product developed at the direction of the Administration, a teacher will retain any intellectual property rights in any curriculum, materials or work product created by the teacher.

X. Resident Educator Program/Teachers New To the District

1. Purpose

The purpose of the Resident Educator Program ("RE Program") is to provide a formal program of support, including mentoring, to foster professional growth of the Resident Educator. The program is designed to improve teacher retention, enhance teacher quality, and result in improved student achievement. New teachers (i.e., individuals holding a resident educator or alternative resident educator license) need to successfully complete the RE Program, including the Resident Educator Summative Assessment ("RESA"), to become eligible for a professional teaching license. New Ohio teachers holding a one-year out-of-state educator license in Ohio may also participate in the RE Program. The RE Program does not replace the negotiated employee evaluation system.

2. Definitions

a. **Resident Educator Program**

A program of support provided by the Board, pursuant to the rules adopted by the State Board of Education, to meet the unique needs of a Resident Educator. The RE Program is a two-year program. In the two years of the program, a Resident Educator works collaboratively with his/her Mentor to complete annual requirements through discussions and feedback. The

Mentor provides ongoing instructional support using self-assessment and goal setting, and by demonstrating use of authentic teacher work such as lesson planning, data analysis and assessment for reflection. In the second year, the Resident Educator also works with a Facilitator who supports them as they prepare to submit a Lesson Reflection for the Resident Educator Summative Assessment.

b. **Mentor**

A Mentor is a teacher assigned to provide professional support to a Resident Educator in conjunction with the RE Program.

c. **Program Coordinator**

A Program Coordinator serves as the communication liaison between the Board's RE Program participants and the Ohio Department of Education & Workforce. The Program Coordinator is responsible for working with District Administrators and stakeholders to plan, implement, and evaluate the District's RE Program. The Superintendent will select the Program Coordinator(s).

d. **RESA Facilitator**

A RESA Facilitator supports Resident Educators registered to take the Resident Educator Summative Assessment.

e. **Resident Educator**

A Resident Educator is a new teacher who holds a Resident Educator License and is required to complete the DEW Resident Educator Program. To participate in the RE Program, a Resident Educator must:

i. Be employed by the Board and teach at least two classes or work at least 25 percent of a full-time equivalent in his/her area of licensure or in the area in which he/she holds an endorsement or a supplemental teaching license during the school year;

ii. Be responsible for planning and delivering standards-based, PreK-12 curriculum to students and evaluating their progress during the school year;

iii. Work during the school year for a minimum of 120 days;

iv. Be assigned a DEW-certified Mentor; and

v. Be assigned a RESA Facilitator in the year(s) that he/she is registered to take the RESA.

3. Mentors

a. **Qualifications** – To serve as a Mentor, an individual must meet the following qualifications:

i. Hold, or have previously held (for retired teachers), the Ohio 5-year professional teaching license or an Ohio permanent license;

ii. Complete the District's application process (i.e., submit a written statement of interest to the Program Coordinator) and be selected to serve;

iii. Successfully complete the 12-hour state Resident Educator Mentor Academy;

iv. Have a minimum of five (5) years of teaching experience and three (3) years of service in the District; and

v. Have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

b. **Selection**

Selection shall be made collaboratively between the Program Coordinator and the Administration. No Mentor shall have more than one (1) Resident Educator at a time.

c. **Training**

The District will pay all training fees and expenses for Mentors.

d. **Responsibilities**

i. The Mentor Teacher, in concert with the Resident Educator, shall develop a program of professional support for the Resident Educator consistent with the DEW's requirements.

ii. The Mentor does not have a formal evaluative role. The Mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

iii. Consult with and otherwise assist the assigned Resident Educator on a regular basis within the instructional day.

iv. The Mentor will use the RE Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession

reflection tool, goal-setting agreement), and protocols to support the Resident Educator.

v. The Mentor may be requested to attend regional mentor network meetings.

vi. The Mentor must meet on a regularly scheduled basis with the Program Coordinator to discuss the needs of the assigned Resident Educator and to engage in professional development.

vii. Upon request, the Mentor must provide the Program Coordinator with evidence of ongoing communication between the Mentor and Resident Educator.

e. **Release Time**

Each Mentor shall be granted release time not to exceed three (3) days per year for direct mentoring activities, which may be used in quarter (1/4) day increments. Said release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the building principal.

f. **Stipend**

Each Mentor assigned a Resident Educator who is required to complete the Resident Educator Mentor Academy program shall be paid a stipend of $300. In addition, each Mentor will be paid a stipend of $500 for each year he/she works with a Resident Educator.

4. Program Coordinator

a. **Qualifications**

A Program Coordinator shall have:

i. at least five (5) years of teaching experience in the School District;

ii. observation experience under previous lead mentor / program coordinator if possible;

iii. previously served successfully as a Mentor in the District.

b. **Responsibilities**

i. General

- Throughout the two-year program, support Resident Educators and Mentors with relevant professional development activities in the mentoring and performance components;
- Assist in designing and providing local professional development that is tailored to meet the individual needs of the resident educator(s);
- Facilitate communication among Resident Educators, Mentors, RESA Facilitators, and building principals;
- Collaborate with appropriate stakeholders to facilitate the evaluation of the District's RE Program and strive for continuous program improvement and growth.

ii. Summer & Fall

- Work with administrators to select Mentors.
- Ensure new RESA Facilitators complete the RESA Facilitation Training;
- Determine RE Program eligibility;
- Facilitate the assignment of a Mentor to each Resident Educator;
- Register Resident Educators in CORE;
- Provide orientation to Resident Educators, Mentors, RESA Facilitators, and building leaders about program and district/school requirements; and
- Maintain communication among Resident Educators, Mentors, RESA Facilitators, and building leaders.

iii. Winter & Spring

- Evaluate the RE Program;
- Complete year-end reporting requirements as determined by the District in CORE by June 30; and
- Maintain communication among Resident Educators, Mentors, RESA Facilitators, and building leaders.

iv. Program Coordinator(s) shall not participate in the evaluation of any Resident Educator and will not be requested or directed to make any recommendation regarding the continued employment of the teacher.

c. **Release Time**

The Program Coordinator will be provided up to three (3) release days per year to perform Program Coordinator duties. Additional release days may be granted at the Superintendent's discretion.

d. When there are teachers in the RE Program, the Program Coordinator will be paid a supplemental of six percent (6%) of base salary.

5. RESA Facilitators

a. **Qualifications** – To participate in the program as a RESA Facilitator, an individual must meet the following qualifications:

i. Hold, or have previously held (for retired teachers), the Ohio 5-year professional teaching license or an Ohio permanent license;

ii. Complete the District's application process (i.e., submit a written statement of interest to the Program Coordinator) and be selected to serve;

iii. Be knowledgeable about the RESA requirements;

iv. Successfully complete the "RESA Facilitation Training" course;

v. A minimum of five (5) years of teaching experience and three (3) years in the District; and

vi. A demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

b. **Selection**

Selection shall be made collaboratively between the Program Coordinator and the Administration. A RESA Facilitator may have more than one (1) Resident Educator at a time.

c. **Training**

The District will pay all training fees and expenses for RESA Facilitators.

d. **Responsibilities**

i. The RESA Facilitator supports one or more Resident Educators who are registered to take the Resident Educator Summative Assessment (RESA).

ii. The RESA Facilitator does not have a formal evaluative role. The RESA Facilitator's role is to provide appropriate support and guidance (in accordance with DEW guidelines) to the Resident Educator(s) as he/she/they work(s) through the RESA process.

iii. Consult with and otherwise assist the assigned Resident Educator(s) on a regular basis within the instructional day.

iv. The RESA Facilitator must meet on a regularly scheduled basis with the Program Coordinator to discuss the needs of his/her assigned Resident Educator(s) and to engage in professional development.

vii. The RESA Facilitator must provide the Program Coordinator with evidence of ongoing communication between the RESA Facilitator and Resident Educator(s).

e. **Release Time**

A RESA Facilitator shall be granted release time not to exceed three (3) days per year to perform direct RESA facilitation activities, which may be used in quarter (1/4) day increments. Said release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the building principal.

f. **Stipend**

Each RESA Facilitator who is required to complete the RESA Facilitation Training course shall be paid a stipend of $300 for completing the training. In addition, each RESA Facilitator will be paid a stipend of $500 per school year for serving as a RESA Facilitator.

6. Resident Educators

a. Each Resident Educator required to fulfill requirements as set forth by the DEW shall be provided with resources necessary to complete the program.

b. The Resident Educator shall be provided release time not to exceed three (3) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the building principal.

c. The Resident Educator is not required to do an IPDP or to utilize the LPDC process.

d. An effort will be made by the Administration to assign an equitable workload/schedule to a Resident Educator.

7. Protections

a. At any time, either the Mentor or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

b. The Mentor and Resident Educators shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.

c. The regular evaluation of the Mentor shall not be affected in any aspect by the RE Program or its demands.

d. The Mentor shall not be held liable for the performance of a Resident Educator or evaluated based on the teacher's performance as a Mentor.

e. Resident Educators shall be provided all due process provisions allowed by the Master Agreement and Ohio Revised Code.

f. This Article is not subject to the grievance procedure.

8. Resident Educators

a. Each Resident Educator as well as teachers new to the District shall be given an initial orientation on the following matters.

i. The pupils and community to be served;

ii. School policies, procedures, and routines;

iii. Courses of study, competency-based education programs, and responsibilities for lesson plans;

iv. The layout of the facilities of the assigned school building(s);

v. The nature of the Mentoring Program that will be provided; and

vi. Additional information a new teacher may need to be adequately prepared for a specific assignment.

b. Each Resident Educator shall be provided with the following throughout the school year:

i. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;

ii. Assistance with the management tasks identified as especially difficult for new teachers;

iii. Assistant in the improvement of instructional skills and classroom management; and

iv. The opportunity to consult/observe other teachers both within and outside of the District.

9. Resident Educator Review Committee

A committee comprised of up to three (3) bargaining unit members appointed by the Association President and up to three (3) administrators appointed by the Superintendent will meet, as needed, to review the RE Program on an as needed basis. The committee will make recommendations to both the Association and the Board regarding the alignment of the RE Program with any legislative requirements adopted by the State and any new guidance and/or regulations issued by the Ohio Department of Education & Workforce ("DEW"), including requirement by the DEW that the District develop a transition plan.

ARTICLE 6. OCCUPATIONAL SAFETY AND HEALTH

A. Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and Administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

B. District's Right to Reassign

Before exercising his/her right to refuse to work under ORC 4167.06 because of a condition that the bargaining unit member, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member, the bargaining unit member will immediately notify his/her immediate supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

C. Discrimination to Be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in ORC 4167 shall use the grievance procedure in this Master Agreement as the means for asserting such a claim.

ARTICLE 7. DRUG AND ALCOHOL TESTING PROCEDURE

A. If there is suspicion to believe, based on specific, objective facts, that a bargaining unit member is under the influence of alcohol and/or drugs or has used such substances on Board property or is involved in a work-related accident resulting in property damage estimated in excess of One Hundred Dollars ($100.00) or personal injury, the bargaining unit member may be required to undergo medical testing as provided below. Such testing shall not be used as a means for harassment. Testing shall be limited to either a blood test or a urine test, but not both.

B. A bargaining unit member's refusal to submit to medical testing under the above conditions will be deemed insubordinate and will result in discipline, including suspension without pay or termination.

C. The medical testing will be conducted by a physician and/or laboratory selected by the Board at Board cost provided the analysis of the test results are done by a laboratory that is NIDA-certified. If the medical testing shows the presence of alcohol, or an illegal drug, or abuse of a legal drug, the Board will request a confirmation test to ensure the accuracy of the test results. All positive test results will be reviewed by an approved Medical Review Officer for further confirmation. If the test results are positive, the Board shall arrange for a medical assessment. After receipt of the medical assessment, there shall be a determination of an appropriate remediation program for first offenders. The bargaining unit member will be subject to disciplinary action, if appropriate, including suspension without pay or termination. Should the disciplinary action result in suspension without pay, the bargaining unit member will be required to submit to a second medical test before returning to work. The returning bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment.

D. The Board and the Association are concerned about bargaining unit members who are victims of alcohol or drug abuse and will facilitate correction of this process through programs and services that are available in the community. Any bargaining unit member who believes he/she needs help shall notify the Superintendent, who shall treat this information confidentially. Any bargaining unit member, who voluntarily uses this paragraph, shall be permitted inpatient or outpatient treatment without repercussion for attendance or notification pursuant to this paragraph. Upon return, the bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment.

ARTICLE 8. PARENTAL COMPLAINTS

A. Upon receipt of a parental complaint, the Building Principal will inform the teacher and the teacher will make personal contact with the parent within two (2) school days, if possible. It is the responsibility of the teacher to inform the Building Principal of the status of the complaint.

B. If such conferences do not lead to understanding and resolution of the problem involved, the Building Principal along with the teacher will meet to develop a means to deal with the complaint.

C. The Building Principal, upon initially being informed of a complaint, should inform the parent of the following:

1. The teacher will be in contact with the parent within two (2) school days, if possible; and

2. The parent should contact the Building Principal if the teacher does not contact the parent within two (2) days or if the parent is not satisfied with the results of the conference.

D. Except as required by Title IX, all anonymous complaints will be disregarded.

E. No parental complaint or correspondence will be placed in the personnel file. When appropriate, the Building Principal shall investigate a complaint and take appropriate action to resolve the complaint, which may include issuance of disciplinary consequences. Any letter of explanation or written disciplinary consequences shall be provided to the teacher and a copy placed in the employee's personnel file.

F. Allegations of child abuse or neglect will be reported immediately to the Children Services Board and/or appropriate law enforcement officials. The teacher against whom the allegations are brought will be notified that a report has been made; however, the identity of the informant and the specific contents will not be disclosed without the express consent of the Children Services Board and/or law enforcement officials. If the Administration receives a copy of any report issued by the Children Services Board or law enforcement officials, the Administration will provide a copy of the report to the teacher. The Board reserves the right to independently investigate any allegations reported to the Children Services Board or law enforcement officials. See Paragraph E, above.

ARTICLE 9. GRIEVANCE PROCEDURE

A. Definition of Terms and General Policies

1. A "grievance" is defined as a condition resulting from an alleged violation or misapplication or misinterpretation of:

a. this Master Agreement, or

b. other right or working condition affecting a teacher by the Board and/or Administration.

2. The purpose of the grievance procedure is to promptly secure, at the lowest possible level, acceptable solutions to grievances.

3. A "grievant" is defined as an employee, group of employees, or the bargaining unit who has a grievance.

4. "Days," used in reference to limitations, shall be maximums. However, if the parties are in mutual agreement, limits may be adjusted. Failure of the Administration or Board to act within the required time limits permits the grievance to go to the next step. Failure of the alleged grievant to follow the prescribed time line makes the grievance null and void, and it may not be re-filed.

5. All grievances will be filed at the lowest possible level, which means that level of the grievance procedure at which the Administrator deciding the grievance has authority to make a resolution.

6. Either or both parties may be represented by any person(s) of their choice at any level of the grievance procedure.

7. At any level, a grievance may be withdrawn by the alleged aggrieved party without prejudice. The record may be kept by the Superintendent's Office but not in a personnel file.

8. The parties are encouraged, but not required, to attempt resolution of any work-related issue without resorting to the grievance procedure.

9. At any Step in the grievance process prior to Arbitration, if either the Administrator or the Association finds that it cannot process the grievance without more information from any member with an interest in the grievance, that party may request that said member appear in person for the purpose of gathering that information. A party making this request shall receive a maximum of five (5) days of additional time at any Step where additional information is requested to facilitate gathering such information. Any extensions for longer than five (5) days must be mutually agreed to by the parties in writing.

B. Procedure

Step One

To encourage resolution at the lowest level, a grievance shall first be taken up verbally between the grievant and the Administration at that level referred to in A.5., above, within thirty (30) working days of the incident or last occurrence giving rise to the grievance. The Administrator shall schedule a meeting with the grievant within five (5) working days of a request by a member of the bargaining unit after the Administrator is notified of the grievance. At the meeting, the grievant will inform the Administrator that the grievance is being raised pursuant to Step One of the Grievance Procedure, and the grievant and Administrator will sign the Grievance Form (Appendix A) as having held the requisite meeting. The grievance form filled out at this Step shall include any Article(s) and/or Section(s) alleged to have been violated. Additionally, the grievant shall provide the Administrator in writing a brief explanation of any alleged violation(s) and any remedy being suggested. The grievant may amend the remedy requested in subsequent grievance Steps. If satisfactory disposition is not rendered within a period not to exceed five (5) working days of the meeting, the grievance may advance to Step Two.

Step Two

The grievant shall submit the grievance on a grievance form provided by the Board (Appendix A) to the Administrator/Immediate Supervisor, the Superintendent, and the Association President. This step shall be implemented by the grievant in a time not to exceed five (5) working days after the Step One deadline. The Immediate Supervisor shall schedule a meeting with the grievant within five (5) working days of receipt of the Grievance Form. The Immediate Supervisor will respond in writing to the grievant within five (5) working days after the meeting and return one copy of the form to the teacher, one copy to the Association President, and one copy to the Superintendent.

Step Three

If a satisfactory disposition is not rendered by the Immediate Supervisor, the grievant shall, within five (5) working days after receipt of the Administrator's response, forward the grievance to the Superintendent. The Superintendent shall, within ten (10) working days, conduct a conference. The Superintendent shall respond in writing to the grievant within five (5) working days after the conference and return one copy of the form to the teacher and one copy to the Association President.

Step Four

If satisfactory disposition is not rendered by the Superintendent, the grievant may, within ten (10) working days after receipt of the Step Three written response, forward the grievance to the Board Treasurer on behalf of the Board to study the grievance. The Board shall, at the next Board meeting that occurs at least five (5) working days after the Board Treasurer receives the grievance, conduct a conference in executive session unless required

otherwise by law. The Board shall respond to the grievant within five (5) working days of the Board meeting and return one copy of the form to the teacher, one copy to the Association President, and one copy to the Superintendent.

Step Five (Optional)

If satisfactory disposition is not rendered by the Board, within ten (10) working days of the grievant receiving the Board's written disposition, the grievant may submit a written notice to the Superintendent that the grievant and Association are interested in mediating the dispute. The Superintendent will respond to the grievant and Association President within five (5) working days concerning whether the District agrees to mediate the dispute. If the Superintendent agrees to mediation, the Association and Board shall jointly contact the Federal Mediation and Conciliation Service ("FMCS") and request that a mediator be assigned. The Parties shall request FMCS to assign a mediator who is available to conduct the mediation within twenty (20) working days unless the Parties agree to extend the date.

a. If the Superintendent declines to mediate the dispute, the grievant's Step Five request will be converted to a Step Six request for arbitration.

b. If the Parties mediate the dispute but are unable to resolve the grievance through mediation, the timeline for the grievant filing a request for arbitration shall commence on the date the mediation is conducted and no resolution is reached.

c. If the grievant does not want to mediate the dispute, the grievant may move directly to Step Six based on the timelines set forth below.

Step Six

a. If satisfactory disposition is not rendered by the Board and the grievant elects to proceed directly to arbitration, or the matter is not resolved through mediation, the grievant shall, within ten (10) working days of receipt of the Board's disposition or the date of the unsuccessful mediation (whichever is applicable), forward to the Board Treasurer and the American Arbitration Association (AAA) a demand for arbitration. Likewise, if the Superintendent declines to mediate the grievance as set forth in Step Five, the grievant shall promptly forward to the Board Treasurer and the AAA a demand for arbitration. The arbitrator shall be selected from a list of seven (7) arbitrators submitted to the parties by the AAA. The method of selection shall be alternate strike, with the striking of the first name determined by a toss of a coin. The decision of the arbitrator shall be binding regarding matters defined under Section A.1.a., above, and advisory only regarding matters defined under Section A.l.b., above. The arbitrator shall have no power to add to, subtract from, or modify this Agreement, nor shall the arbitrator's opinion amend, nullify, or ignore any part of this Master Agreement; and the arbitrator may only base his/her decision on the contents of this Master Agreement. The arbitrator shall address any jurisdictional disputes as part of any decision on the merits of the grievance.

b. The costs of arbitration will be shared equally by the parties. Transcripts shall be paid by the ordering party.

ARTICLE 10. TEACHER CONTRACTS

A. Limited Contracts

1. Upon initial employment, a teacher ineligible for a continuing contract shall be issued limited contracts in the following order: no more than four (4) one-year limited contracts; then, no more than three (3) two-year limited contracts; and thereafter, three-year limited contracts until eligible for continuing contract.

2. A contract of lesser duration than that previously held may be given if it is determined that the teacher's performance, as noted by the evaluation, needs improvement. The Superintendent will hold a conference with the teacher before presenting such recommendation to the Board.

B. Continuing Contracts

Continuing contracts shall be issued in accordance with ORC 3319.08 and 3319.11.

C. Supplemental Contracts

1. A limited supplemental contract shall be issued for any Board-approved activity as remunerable by the adopted supplemental salary schedule. Job descriptions will be on file for supplemental contract positions and reviewed annually by an Administrator and the Athletic Director or Advisor.

2. Supplemental contracts will automatically be non-renewed by April 30. Teachers who previously held the supplemental contract and who are not later rehired to perform the same supplemental duties will be, upon written request to the Board, provided with reasons why they were not rehired. The reasons need not be for cause and cannot be grieved.

D. Continuing Contract Eligibility

1. Teachers who meet the following requirements are eligible for continuing contracts:

   a. If a teacher has not attained continuing contract elsewhere in Ohio, the teacher must be completing his/her third year of work in the Northwestern Local Schools out of the last five (5) years. If a teacher has had continuing contract elsewhere in Ohio, then continuing contract eligibility occurs from the time of hire through completion of his/her second year in the

Northwestern Local Schools. Teachers who receive their license on/after January 1, 2011, will be eligible for tenure after they have taught at least seven (7) years, consistent with ORC 3319.08.

b. At the time of the Board vote for continuing contract, the teacher must have on file with the Superintendent, a copy of a professional or higher certificate/license and professional license holders must have provided the Superintendent with evidence of completion of the course work requirements found in Ohio Revised Code 3319.08 which at the date of this Agreement provides:

i. If the teacher did not hold a Master's Degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since initial issuance of such certificate or license, as specified in rules adopted by the State Board; or

ii. If the teacher held a Master's Degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules adopted by the State Board.

c. The teacher must be recommended by the Building Principal and the Superintendent [unless overridden by at least seventy-five percent (75%) majority of the Board].

2. A teacher eligible for a continuing contract who wants to be considered for a continuing contract must notify the Superintendent by September 15 that he/she is requesting consideration for a continuing contract in the following May. If a teacher wants to be considered prior to the final year of a multi-year limited contract, the teacher's notice to the Superintendent must include the statement that the teacher agrees to waive the remaining years of his/her multi-year limited contract and rights there under in order to be considered by the Board for a continuing contract at that time. Thus, in this circumstance the teacher understands that only the options provided by ORC 3319.11 apply.

3. Satisfaction of tenure eligibility requirements does not automatically confer a continuing contract. A teacher who has not previously held a continuing contract in Ohio meeting the requirements may be granted a continuing contract, or a one (1) year limited contract with reasons directed at professional improvement, or non-renewed. A teacher who has previously attained a continuing contract earlier, may only be granted a continuing contract or non-renewed by the end of the second year in the Northwestern Local Schools. However, failing action by the Board of either

nonrenewal or granting a one (1) year limited contract with reasons directed at professional improvement by June 1 in the year considered, a continuing contract will be automatically conferred.

E. Forms

Limited, Continuing, and Supplemental Contract forms and the Salary Notification form are attached as Appendices B, C, D, and E.

ARTICLE 11. VACANCY, TRANSFER AND ASSIGNMENT

A. Vacancies

1. A vacancy occurs when a new position, supplemental position, or summer position is created, or a bargaining unit member resigns, retires, is nonrenewed, dies, transfers to a different position, or is terminated, and the Board determines to fill the position. For purposes of this Section, a vacancy shall be deemed to exit at the time the Administration has confirmation that an opening is going to exist and the Board determines to fill the position.

2. Notices of vacancies in teaching or supplemental positions will be sent electronically via email to all bargaining unit members. Said notice will identify the certification(s)/licensure(s) and the general duties and/or responsibilities of the position. Between June 16 and August 5, notices of vacancies will be sent to all bargaining unit members via email and an all-staff text alert. No transfers will be made to any vacancy while a bargaining unit member holding a valid certificate/license for the vacancy is on the RIF recall list. All internal notices of vacancies will be sent a minimum of ten (10) calendar days before the vacancy is posted to the general public.

3. a. Current bargaining unit members who are properly certified/licensed for the vacant position and apply in a timely manner will have preference over outside applicants if they received good performance evaluations in the past and have no history of problems in the vacant position's area.

   If two (2) or more current bargaining unit members, who meet the foregoing requirements, apply for the same vacancy, seniority shall be the determining criterion.

   Otherwise, current bargaining unit members will be considered with outside applicants who have a minimum of two (2) years' experience within the last three (3) years in the area to be filled (as described in the job posting) based upon consideration of the following factors:

   i. areas of certification/licensure;

ii experience in the area to be filled (as described in the job posting);

iii. performance evaluations;

iv. educational background and training; and

v. length of service in the District.

b. This Section does not apply to non-bargaining unit or supplemental positions.

4. Simultaneous with public notice, the Board may send electronic notices to all bargaining unit members of any administrative positions with the qualifications and credentials required, if known.

B. Intent/Expression of Interest Form

Annually by February 1, the Superintendent will send a notice to all bargaining unit members offering them an opportunity to complete and submit a form (see Appendix G) to identify their preferences for building placement, grade level/subject assignments, and supplemental contracts for the following school year. If a bargaining unit member elects to complete the form, it must be returned to the Superintendent by March 1.

C. Transfers

1. Voluntary Transfer

a. A voluntary transfer is an employee-initiated transfer to a vacant position in the bargaining unit.

b. Two bargaining unit members may voluntarily request to switch positions within their current building for a school year. Ordinarily, the request should be included in the form the teachers submit to the Superintendent by March 1st (see above), but the teachers may also make such a request later, after they receive their assignment for the following school year. For requests submitted by March 1st, the building principal will notify the two bargaining unit members by May 15th whether their request has been approved. If a request is submitted after original assignments are issued, the Superintendent will notify the two bargaining unit members within fourteen (14) calendar days of receipt of the request.

2. Involuntary Transfer

a. An involuntary transfer is a Superintendent-initiated transfer of a bargaining unit member to a different building, or to a different grade level in the

elementary grades, or to a different department in the secondary grades, that occurs without the bargaining unit member's approval.

b. The Superintendent will provide in writing reasons for the involuntarily transfer.

c. A bargaining unit member who has been notified of an involuntary transfer may request in writing a meeting with the Superintendent to discuss the merits of the transfer. The bargaining unit member may have a union representative at the meeting. No bargaining unit member will be transferred to a position for which the bargaining unit member does not hold a provisional/permanent/life certificate/license without the bargaining unit member's express written approval. As appropriate, the Board may request the Ohio Department of Education to issue a temporary certificate/license to the bargaining unit member.

d. A bargaining unit member may be transferred only one (1) time per year after annual assignments are made without the bargaining unit member's agreement. The bargaining unit member may not use the Voluntary Transfer provisions to avoid the transfer for the remainder of the school year. Nevertheless, the bargaining unit member may express interest to the Superintendent in a subsequent vacancy, which the Superintendent will consider.

e. Bargaining unit members will not be involuntarily transferred two (2) years in a row unless it is due to a pandemic or implementation of a Reduction in Force. If a vacancy subsequently occurs involving the position the bargaining unit member was involuntarily transferred from, the bargaining unit member may request to be returned to that position (i.e., the bargaining unit member's original position) and the request will be granted.

f. A bargaining unit member who has been involuntarily transferred shall receive two (2) extended days for the purpose of curriculum development, training, and/or other supports necessary to be successful. Additional extended time may be approved by the bargaining unit member's immediate supervisor.

g. Additionally, as necessary, the bargaining unit member shall receive one (1) additional workday to move his/her equipment and materials due to the involuntary transfer. The bargaining unit member will be paid the tutoring rate for this day.

h. If a bargaining unit member requests custodial assistance with the move, the principal will schedule the custodial assistance at a mutually agreeable date and time.

i. A teacher will be notified as soon as practicable of any involuntary transfer.

3. Prior to implementation of a transfer (be it voluntary or involuntary), the bargaining unit member and the principal responsible for the building where the bargaining unit member will be working shall a hold a collaborative meeting to discuss the principal's expectations for the position and what supports the bargaining unit member may require in order to be successful in the new position. The principal is ultimately responsible for deciding which supports to provide, which will be communicated to the bargaining unit member in writing. Time a bargaining unit member spends in professional development preparing for the transfer and/or time spent developing curriculum and/or participating in other qualifying supportive activities associated with a transfer will count toward the bargaining unit member's Individual Professional Development Plan (IPDP) requirements.

D. Assignments

A tentative teaching assignment for the following school year shall be sent to each full-time teaching bargaining unit member prior to June 1 or not more than two (2) weeks after the contract or salary notice is sent. This tentative assignment shall contain the name of the teacher, school year, grade, and/or subject area, and building assignment.

ARTICLE 12. EVALUATION

A. The purpose of evaluation is to improve teacher instruction, make a record of a bargaining unit member's performance, and assist the Administration in making personnel decisions, including those involving retention and nonrenewal.

B. Evaluation criteria will be explained to the bargaining unit members before formal classroom observation. The evaluation system and forms will follow the OTES 2.0 and OSCES model frameworks or any other mutually agreed upon non-OTES evaluation process. The applicable OTES, OSCES and non-OTES forms are available on an internal drive for staff members. The Administration shall use the OTES and OSCES forms that were released by the Ohio Department of Education as of the effective date of this Master Agreement. Any changes to the evaluation forms, including non-OTES forms, after the effective date of this Agreement shall require mutual agreement of the Board and the Association.

C. The post-observation conference will be held within ten (10) workdays from the date of the observation. The summative evaluation and post-observation forms shall be shared during the final evaluation and post-observation conferences and signed by the evaluator. The summative evaluation and post-observation forms shall then be signed by the teacher/counselor to signify his/her notification that the item will be placed in the file, but not that the teacher/counselor necessarily agrees with the evaluation or observation(s). The written summative evaluation will be completed and shared with the teacher/counselor on or before May 10.

D. Formal Evaluation

The formal evaluation cycle for teachers shall consist of a professional growth plan or an improvement plan, an optional pre-observation conference(s), a formal holistic observation (minimum of thirty [30] minutes), post-observation conference(s), classroom walkthrough(s), a formal focused observation(s) (minimum of thirty [30] minutes), and a final summative conference.

The formal evaluation cycle for school counselors shall consist of a professional growth plan or an improvement plan, a pre-observation conference(s), formal observation(s) (minimum of thirty [30] minutes), post-observations conference(s), a summative conference, and walkthrough(s).

The Less Frequent Evaluation Cycle consists of a professional growth plan, one (1) formal focused observation, and one (1) post-observation conference that involves discussion of the teacher's progress on the Professional Growth Plan.

If it becomes necessary for the District to evaluate members of the bargaining unit based on remote instruction or eLearning, the District Evaluation Committee (DEC) will develop the terms prior to any formal observation taking place. The DEC will be developed and begin work no later than the fifth (5th) week of school.

Observations

The formal observation shall consist of a pre-observation conference (optional), a formal holistic or formal focused observation, and a post-observation conference (if required). For teachers each formal observation is to be an in-depth observation, which means at least thirty (30) minutes in length. The first observation cycle will include one (1) formal holistic observation and must be completed on or before January 15. The second observation cycle will include one (1) formal focused observation and must be completed on or before May 1. Both observations will be announced. A teacher who is being considered for nonrenewal will have a third formal focused observation which will be announced and completed by May 1. The post-observation conference for the third formal observation, if needed, must be completed by May 10.

Pre-observation conference

Prior to all announced formal observations, either the evaluator or the teacher may choose to conduct a pre-observation conference. In such case, the evaluator and the teacher will meet within five (5) workdays prior to the announced formal observation. The pre-observation conference will include a discussion of what the evaluator will observe during the observation including:

- Lesson or unit objectives;
- Prior learning experiences of the students;

- Characteristics of learners/learning environment;
- Instructional strategies to meet lesson objectives;
- Student activities/materials;
- Differentiation based on needs of students;
- Assessment/data collected to demonstrate student learning; and
- High quality student data

There shall be at least twenty (20) workdays between the first (1st) and second (2nd) observation unless there is mutual agreement for fewer days or the teacher's absence necessitates fewer days in order to comply with the observation deadlines set forth herein (i.e., provided the evaluator was prepared to complete the observation within the stated timeframe but the observation was unable to proceed as scheduled due to the teacher's absence and there was not sufficient time to reschedule the observation and comply with the required timeframe when the teacher returned to work from the absence, or the teacher failed to return to work prior to the deadline for completing the observation, in which case the observation shall be considered waived by the teacher and the Association). If a third (3rd) observation is required, there shall be at least ten (10) workdays between the second (2nd) and third (3rd) observations unless the teacher's absence necessitates fewer days in order to comply with the observation deadlines set forth herein or is waived as provided for in the parenthetical at the end of the preceding sentence.

Formal teacher observations will not take place on the following days:

1. The next workday following Thanksgiving, Christmas, or Spring break.

2. The next workday following a teacher's absence from work for more than three (3) consecutive school days due to illness unless timelines for evaluation cannot be met.

3. The next workday following school being closed for three (3) or more consecutive school days (i.e., consecutive calamity days) unless mutually agreed upon.

(The preceding exclusions shall not be interpreted as allowing for less than normal instruction on these days.)

Walkthroughs

A walkthrough is a formative assessment process that focuses on one (1) or more of the following components and results in brief written notes or a written summary:

1. evidence of planning;

2. lesson delivery;

3. differentiation;

4. resources;

5. classroom environment;

6. student engagement;

7. assessment; or

8. any other component of the standards and rubrics approved for teacher evaluation.

Walkthroughs will be no more than twenty-five (25) minutes in duration, will be unannounced, and may be conducted at the discretion of the evaluator. No more than four (4) walkthroughs will be conducted in any evaluation year for a teacher. Any evidence deemed by the evaluator to be pertinent to the evaluation process will be documented and shared with the teacher within ten (10) workdays of the walkthrough. During a walkthrough, a bargaining unit member, with agreement by the evaluator, may request that a walkthrough transition to a formal observation; if that occurs, the minimum duration for formal observations will apply.

Post-Observation Conference

There will be a follow-up conference within ten (10) workdays after each formal observation. The evaluator and the teacher, however, may mutually agree to waive a post-observation conference following the second and/or third observation (i.e., the parties cannot waive the post-observation conference following the first (1st) formal observation or the final summative conference). The purpose of the post-observation conference(s) is to provide time for reflection and feedback on the observed lesson and to identify strategies and resources for the teacher to incorporate into lessons to increase effectiveness.

A summative conference will be held prior to May 10 so the evaluator can highlight for the bargaining unit member evidence for the Final Holistic Rating and provide succinct, targeted feedback to promote the bargaining unit member's professional growth. The post-conference after the second or third (3rd) observation (if a 3rd observation is required) may serve as the summative conference.

E. Evaluation Schedule

A teacher who receives an effectiveness rating of "Accomplished" on the teacher's most recent evaluation will be evaluated every three (3) years unless his/her contract is up for contract renewal. During the off-years, the teacher will receive one (1) formal focused observation and a post-observation conference as indicated in the less frequent evaluation schedule.

A teacher who receives an effectiveness rating of "Skilled" on the teacher's most recent evaluation will be evaluated every two years unless his/her contract is up for contract

renewal. During the off-year, the teacher will receive one (1) formal focused observation and a post-observation conference as indicated in the less frequent evaluation schedule.

In the event that a serious performance issue arises during a non-evaluation cycle year, a bargaining unit member may be required to submit to an off-year evaluation cycle. If a Principal determines that an off-year evaluation is necessary, the Principal will meet with the bargaining unit member and explain the reason for the evaluation. The bargaining unit member is entitled to representation during this meeting. If the bargaining unit member disputes the basis for the off-year evaluation, appeal may be made to the Superintendent within two (2) days of the meeting with the Principal. After presentation of the matter to the Superintendent, the Superintendent's decision regarding the off-year evaluation cycle will be final.

Waiver of Education

The Board shall not conduct an evaluation of a teacher who:

1. Was on a Board-approved leave from the District fifty percent (50%) or more of the school year, as calculated by the Board, unless the teacher and evaluator agree to do so. If a teacher is not evaluated by operation of this paragraph and is employed pursuant to a limited contract that expires at the end of the school year, the individual will only receive a one (1) limited contract for the following school year, even if the teacher would have otherwise qualified for a multi-year limited contract or a continuing contract; or

2. Has submitted a notice of retirement that is accepted by the Board by December 1 of the school year the teacher was scheduled to be evaluated.

3. Long-term substitutes may be nonrenewed without compliance with this evaluation process.

F. Non-OTES Evaluations: The evaluation of all non-classroom teachers not teaching students 50% of the time shall be based upon two (2) observations and a third (3rd) observation if the non-classroom teacher is being considered for non-renewal, and include up to three (3) walk-throughs, except tutors are employed pursuant to one-year contracts that automatically non-renew without compliance with the evaluation process. The first observation cycle will include one (1) formal observation and must be completed on or before January 15. The second observation cycle will include one (1) formal observation and must be completed on or before May 1. If a third (3rd) observation is conducted, it must be completed on or before May 10. All observations will be announced, shall acknowledge the strengths of the bargaining unit member being evaluated as well as deficiencies, and shall note all the data used to support the conclusion made by the evaluator. The evaluation and observation(s) shall be signed by the evaluator. The evaluation and observation(s) shall then be signed by the teacher to signify his/her notification that the item will be placed in the teacher's personnel file, but not that the teacher necessarily agrees with the evaluation or observation(s).

G. "Credentialed Evaluator" ("Evaluator") means an appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher or school counselor. For purposes of this Article, each teacher subject to evaluation will be evaluated by a person who: (1) is under contract with the Board pursuant to ORC 3319.01 or 3319.02 and holds a license designated for being a superintendent, assistant superintendent, or principal issued under ORC 3319.22; or (2) is under contract with the Board pursuant to ORC 3319.02 and holds a license for being a vocational director, administrative specialist, or supervisor in any educational area issued under ORC 3319.22.

The Superintendent will approve and maintain a list of credentialed evaluators as necessary to effectively implement this Article, a copy of which shall be provided to the Association President annually and as updated.

A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment no later than September 15, or in the case of a new teacher, within thirty (30) days of the teacher's first day an employment. If the evaluator is someone other than the teacher's building principal, the teacher will receive notification of the assignment in writing.

Absent extenuating circumstances, teachers whose contracts are up for renewal/nonrenewal or continuing contract status will be evaluated by their building principal or a District-level administrator as may be appropriate or necessary (e.g., the Director of Special Education may evaluate intervention specialists, and the Director of Curriculum may evaluate teachers).

In the case of exigent circumstances (e.g., an evaluator goes on a leave of absence that prevents the individual from completing his/her assigned evaluations in a timely manner), the Superintendent and the Association President will meet to discuss how to complete the affected evaluations. After consultation with the Association President, the Superintendent will make the final decision concerning assignment of a new evaluator.

Assignment of Credentialed Evaluator:

1. Bargaining unit members with an overall Final Holistic Rating of "Accomplished" may choose their credentialed evaluator for the next evaluation cycle from those available in their specific building, provided the evaluators in the specific building have a balanced evaluation schedule (if not, teachers will select their evaluator based upon seniority);

2. Bargaining unit members with an overall Final Holistic Rating of "Skilled," may have input on the selection of their credentialed evaluator for the next evaluation cycle;

3. The Superintendent will assign the credentialed evaluator for bargaining unit members with an overall Final Holistic Rating of "Developing" or "Ineffective";

4. In the situation where a bargaining unit member with an overall Final Holistic Rating of Skilled, Developing, or Ineffective is assigned to more than one building, the Credentialed Evaluator shall be one and not both of the building administrators, with priority to the building to which the bargaining unit member is primarily assigned (i.e., home base);

5. If a bargaining unit member has a perceived conflict with the assigned credential evaluator, the bargaining unit member may make a formal request in writing to the Superintendent for a different evaluator. The Superintendent will notify the bargaining unit member in writing of whether the request is approved or not. If it is approved, the Superintendent will select the new credentialed evaluator.

H. Effectiveness Ratings

Upon completion of the annual evaluation process, classroom teachers will be assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective. The components of the formal evaluation cycle will be used to determine the final holistic rating.

Calculating Performance Rating

Bargaining unit member performance is to be scored holistically. The foundation of this system is the transparent, collaborative gathering and sharing of evidence and honest conversation between the bargaining unit member and the evaluator.

The Performance Evaluation Rubric is to be used to promote professional growth that leads to improved instructional performance. When completing the performance rubric, evaluators are not required to gather evidence on all indicators for each observation cycle.

The evaluator will assess which performance level provides the best overall description of the bargaining unit member's practice by considering evidence gathered during any pre-observation conferences, the formal observations, the post-observation conference(s), classroom walkthroughs, professional conversations, and other evidence of practice and professionalism. Teachers may, but are not required to, bring additional evidence to share at the pre- or post-observation conference(s).

When determining a bargaining unit member's Final Holistic Rating, the level of performance in each domain will be weighted equally. If the evaluation is split evenly between two (2) observation ratings, the rating from the later in time observation will prevail.

Non-OTES teachers will receive an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective based solely on their overall performance rating.

School counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined

based on the school counselor's performance and, to the extent required by law, the metric of student outcomes that provides data demonstrating that students' skills, knowledge, or behaviors have positively changed as a result of the school counselor's actions.

I. Professional Growth Plans

Teachers who have a final rating of Accomplished shall develop a self-directed professional growth plan that focuses on the most recent evaluation (or observation if the teacher is on a less frequent evaluation cycle).

Teachers who have a final rating of Skilled shall jointly-develop a professional growth plan with their credentialed evaluator that focuses on the most recent evaluation (or observation if the teacher is on a less frequent evaluation cycle).

Teachers who have a final rating of Developing shall develop a professional growth plan that is guided by the assigned credentialed evaluator.

Growth progress is defined as completing action step(s), attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member. The credentialed evaluator, in dialogue with the teacher, shall determine whether the teacher is making progress on the professional growth plan. Failure to make adequate growth progress may result in a teacher being subjected to an off-year evaluation or being placed on an improvement plan.

In a year when a teacher is being evaluated, the professional growth plan shall be developed within ten (10) workdays of the teacher's first formal (i.e., holistic) observation; in an off-year for an Accomplished or Skilled teacher, the professional growth plan shall be developed by January 15. The professional growth plan must contain at least two (2) S.M.A.R.T. goals that identify the focus and direction for improving practice, make an impact on student learning/success, and align to the District strategic plan and/or building improvement plan.

J. Professional Improvement Plan

1. If the District anticipates nonrenewing or terminating a teacher/school counselor based on performance, the teacher/school counselor will normally first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. Nothing herein, however, shall prevent the Board from terminating a teacher / school counselor who is not on an improvement plan.

2. Teachers//School Counselors receiving a final rating of Ineffective and/or receiving an Ineffective performance rating in any standard, will be placed on an Improvement Plan developed by the assigned credentialed evaluator. Likewise, a staff member may be placed on an Improvement Plan after a second observation if the employee is not making adequate growth progress on the employee's

professional growth plan; if this occurs, the employee may be subject to a third observation to allow the evaluator to monitor the employee's progress on the Improvement Plan. A staff member will have input on the development of an Improvement Plan.

3. The Improvement Plan will identify:

   - The specific area(s) for improvement, aligned to the Ohio Standards for the Teaching Profession;

   - The level of performance the teacher is expected to reach;

   - Reasonable timeframe to correct deficiencies; and

   - Available resources and assistance that is available to the teacher to help the teacher improve in the identified area(s).

4. The teacher will be given at least six (6) weeks to implement a performance improvement plan. During the six (6) week period, the evaluator will meet with the teacher at least once to review progress under the plan.

5. A copy of the improvement plan will be sent to the Association President within ten (10) workdays of the employee signing the plan.

6. Nothing herein shall prevent the administration from placing an employee on an assistance plan or corrective action plan at any time for conduct that has been the subject to discipline. (See Article 4.C.14 - Disciplinary Actions)

K. High Quality Student Data

1. High Quality Student Data (HQSD) will apply as long as required by law.

2. Each evaluation shall contain at least two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

3. HQSD may be used as evidence in any component of the teacher's evaluation related to the OTES 2.0 rubric which include HQSD.

4. The District Evaluation Committee will review HQSD instrument(s) to verify they meet the following criteria:

   a. Align to learning standards;

   b. Measure what is intended to be measured;

c. Be attributable to a specific teacher for course(s) and grade level(s) taught;

d. Demonstrate evidence of student learning (achievement and/or growth);

e. Follow protocols for administration and scoring;

f. Provide trustworthy results; and

g. Do not offend and are not driven by bias.

L. Consistent with ORC 3319.58, classroom teachers of core subject areas as defined by State law who have received a rating of Ineffective for two (2) of the three (3) most recent school years must register for and take all written examinations of content knowledge selected by the Ohio Department of Education & Workforce. The teacher will be responsible for any costs associated with such examinations.

M. Upon request, the Credentialed Evaluator shall provide the teacher/school counselor with copies of all final written documentation, artifacts, and evidence collected during formal observations and walkthroughs/informal observations or other substantiated factors impacting the teacher's/school counselor's performance or professionalism that have impacted the performance rubric.

N. No teacher/school counselor shall be required to complete a Self-Assessment Form (e.g., OTES 2.0/OSCES Self-Assessment Form). This tool may be used by teachers/school counselor as a resource.

O. Video or audio devices shall not be used to record a teacher's classroom instructional performance or a school counselor's performance for the evaluations by the Credentialed Evaluator. The District will not use video/audio evidence submitted to ODE by a Resident Educator for their residency requirements as evidence to assess teacher performance (OTES).

P. Evaluation results will be taken into consideration for retention, promotion, suspension of contract pursuant to a Reduction in Force, and recall decisions. Seniority shall not be the basis for making such decisions, except when choosing between teachers who have comparable evaluations as defined in Article 14.

Q. Reporting Evaluation Results

Rebuttals for components of the evaluation system(s) for OhioES or other agreed upon data collection/retention system shall be kept in the teacher's personnel file and attached to the respective document.

Prior to final submission of the data to OhioES or other agreed upon data collection/retention system, the administration shall provide the teacher with copies of the

evaluation instruments (e.g., observation and walkthrough reports and final evaluation) that serve as the basis for the final summative rating.

R. This Article shall not in any way supersede ORC 3319.16. Good and just cause for termination may include receiving two (2) consecutive years of Ineffective composite ratings. No teacher shall be suspended, demoted, terminated, or non-renewed without an administrative conference and adequate reasons that have been shown in previous evaluations and/or written administrative documentation concerning that bargaining unit member. The teacher has the right to union representation at any evaluation meeting or post-observation meeting. The teacher has the right to attach additional data, documentation, or a rebuttal to a post-observation or summative evaluation form.

S. No teacher will evaluate the instruction and performance of another teacher.

T. With respect to school counselors, student metrics will be combined with performance ratings that are assigned in the next school year to achieve an annual summative evaluation rating. School counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon the individual's performance and the counselor's assessment on selected student metrics. School counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for School Counselors:*

- Comprehensive School Counseling Program Plan;
- Direct Services for Academic, Career and Social/Emotional Development;
- Evaluation and Data;
- Leadership and Advocacy; and
- Professional Responsibility, Knowledge and Growth.

School counselor performance is evaluated based on the ODE-approved OSCES Rubric. The District, with input from District school counselor(s), will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year. Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

U. District Evaluation Committee (DEC)

A District Evaluation Committee ("DEC") shall be comprised of up to four (4) teachers assigned by the Association President and up to four (4) administrators assigned by the Superintendent. The DEC shall establish and annually review its ground rules. The DEC shall reach decision through consensus, shall receive training on the state-adopted evaluation framework (including high quality student data training) on-site or at a local

ESC, and may utilize subcommittees or experts as needed to gather or provide information. The DEC shall keep minutes summarizing its meetings.

The DEC shall:

1. Review the OTES 2.0 and non-OTES evaluation procedures and instruments;

2. Assist in determining, selecting, and approving High Quality Student Data Tools;

3. Review, discuss, and make a recommendation concerning conducting virtual observations and walkthrough utilizing the OTES 2.0/Non OTES/School Counselor rubric(s); and/or

4. Make the recommendations delineated throughout Article 12 – Evaluation.

Release time will be provided for meetings and/or training as necessary, or members of the DEC will be compensated at the rate of twenty-five dollars ($25.00) per hour for meetings/trainings that occur outside the workday and/or work year.

Any recommendations made by the DEC shall be sent to the Northwestern Local Employees Association Executive Committee and the Superintendent for approval. Agreed upon changes to the evaluation process and/or the provisions of this Article must be memorialized in an MOU and shared timely with the teaching staff.

ARTICLE 13. PERSONNEL FILES

A. All documents included in a teacher's file shall be dated, identifiable as to source, relevant to teaching and performance on the job, accurate, and listed on an inventory sheet.

B. A bargaining unit member may review his/her personnel file within one (1) school day of a request to the Superintendent.

C. There shall be only one (1) official file; this shall be kept in the Superintendent's Office. Submission of rebuttals or other matters to be placed in the file or obtaining copies of materials except classified college/university credentials, will be through the Superintendent. Files shall be controlled by laws pertaining to the Privacy Act. Unofficial Building Principal's file contents may only be used if provided to the teacher and to the official personnel file prior to being used against the teacher. At the end of the school year, all contents of the Building Principal's file that are not intended to be kept by the District and put in the employee's personnel file shall be destroyed.

D. Teachers shall be first provided a copy of any material that will be placed into the file.

ARTICLE 14. REDUCTION IN FORCE

A. Cause(s)

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, changing or abolishing course offerings and selections, loss of federally-funded position(s) due to loss of Federal funds, or by reason of suspension of schools, territorial changes affecting the District, or for financial reasons, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable substantiated reduction. The number of teachers affected by a reduction in force will be kept to a minimum by not employing replacements in the affected teaching positions when bargaining unit members retire, resign, or otherwise vacate the affected teaching positions.

B. Transfers

A bargaining unit member subject to Reduction In Force (RIF) will have priority for placement in any teacher openings for which he/she is certificated/licensed.

C. Suspension of Contracts

Reductions under this procedure will be effectuated at the beginning of the following school year and shall be accomplished through the suspension of a teacher's contract. Notice will be given on or before April 30. 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 employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee would receive under the contract. Any bargaining unit member subjected to a percentage reduction shall have priority in receiving full-time work when it becomes available.

A bargaining unit member who is affected by the reduction of a position or subjected to a percentage reduction of his/her position, may, if qualified (i.e., holding necessary and required licenses/certifications) and having greater system-wide seniority, bump into a bargaining unit position held by a less senior bargaining unit member. The affected bargaining unit member must decide whether to accept the reduction (i.e., suspension of his/her contract) or exercise the right to bump within five (5) calendar days of being offered the choice. System-wide seniority shall prevail. Any bargaining unit member exercising bumping rights shall be placed on the salary schedule in accordance with his/her years of service in the District.

D. Notification and Meeting with the Association President

Prior to a RIF, the Board shall give written notice to the Association President of its intent to affect a RIF. Such notice shall contain the reason(s) for the RIF and the teacher or teachers affected in the District. The Superintendent will meet with the Association President within ten (10) calendar days of the written notice to discuss the merits of the

RIF. The Board will provide written notice of the RIF to affected bargaining unit members at least thirty (30) calendar days prior to the effective date of the RIF.

E. Order of Reduction

1. Limited contract teachers shall be reduced by using the following order:

   a. Certification/licensure; then

   b. Evaluation results; then

   c. If the evaluation results are "comparable" as defined in paragraph 3 below, seniority in the District as established by March 30.

2. Continuing contract teachers may be reduced only after all limited contract teachers of the same certification/licensure, by using the following order:

   a. Certification/licensure; then

   b. Evaluation results; then

   c. If the evaluation results are "comparable" as defined in paragraph 3 below, seniority in the District as established by March 30.

3. During the term of this Master Agreement, classroom teachers and non-classroom teachers with summative evaluation ratings of Accomplished, Skilled, or Developing on their last full evaluation cycle will be considered to have "comparable" evaluation results. A classroom teacher will not be assigned an Ineffective rating for purposes of "comparable" evaluation results until that teacher receives two (2) consecutive years of an Ineffective summative rating. A non-classroom teacher's summative rating is based solely on his/her overall performance rating.

F. Procedure

1. On or before October 1 of each school year, the Association and the Superintendent will cooperatively develop a seniority list. Teachers shall be placed on all lists for which they are certificated/licensed. In the event that a RIF is imminent, the seniority list will be distributed to all certificated/licensed staff prior to March 30.

2. Exceptions to preferences for retention. based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment.

3. "Seniority" will be defined as the length of continuous service as a certificated/licensed bargaining unit member under regular contract in this District.

a. Board-approved unpaid leaves of absences will not interrupt seniority.

b. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:

i. The date of the Board meeting at which the teacher was hired; and then by

ii. Lot.

c. A meeting will occur within thirty (30) calendar days of a board meeting at which multiple teachers are hired so as to determine any necessary tie-breakers in seniority in accordance with the preceding subparagraph. Affected bargaining unit members along with an Association representative must attend the meeting at which any tie-breakers in seniority are determined.

4. Teachers selected for RIF shall immediately be placed on a RIF list compiled from the seniority lists.

5. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order. As each teacher is reinstated, the Board shall notify the Association President.

6. If the Association disagrees with the Reduction in Force (i.e., alleges that the Board does not have a permitted basis for the reduction and/or has not implemented the reduction in accordance with the terms of the Master Agreement), the Association may file a grievance and request an expedited arbitration, which shall be defined as an arbitration that is limited to a single day of hearing with the arbitrator's decision due no later than 30-days after the conclusion of the hearing, with the parties waiving post-hearing briefs and making a closing argument at the end of the hearing, the parties must return their list of acceptable arbitrators to AAA within five (5) days of the list being provided to them by the AAA Administrator (only a single list will be available, unless none of the arbitrators on the list can conduct the hearing within the requisite timeframe), and the arbitrator selected must be willing and able to hold the hearing within thirty (30) days of AAA's receipt of the demand for arbitration.

G. Recall

1. Any teacher unemployed as a result of Reduction in Force shall be recalled in reverse order of being released, provided the teacher is certificated/licensed for the opening. In recalling teachers, the Board will not give preference to any teacher based on seniority except when deciding between teachers who have comparable evaluations as defined in E.3. above. A teacher must provide the Superintendent

with copies of newly obtained certification/licensure to be considered in a certification/licensure area that the Board is not aware of at the time of the RIF. Newly obtained certification/licensure will not change the order of a recall list. The restructured recall list will be provided to all teachers on the RIF list and to the Association President.

2. While there are previous teachers of the District who are unemployed as a result of a Reduction in Force and who possess proper certification/licensure to fill any vacancy that may arise, no new teacher(s) shall be hired (i.e., the Board will not post a vacancy for a teaching position while a qualified teacher remains on the recall list).

3. The Board shall give written notice of recall by a certified restricted delivery letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.

4. Within ten (10) business days of the returned certificate of a certified delivery of an offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he/she has declined the position. No teacher shall lose his/her place on the recall list by declining a position with a lesser percentage of full-time employment than the position the teacher last held while employed in the District. No new bargaining unit member shall be hired until all bargaining unit members on the RIF list who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Section.

5. Teachers returning to employment after a RIF shall resume their previous contract status, seniority, salary, and existing fringe benefits, unless recalled to a position with fewer hours than previously occupied.

6. If a teacher declines an offer to return, or does not answer a request to return, or does not keep his/her address current with the Board Treasurer's Office, or was on a limited contract and has been on the recall list for twenty-four (24) months, said teacher shall be removed from the recall list and the Board shall have no further obligation to the teacher.

7. It shall be the responsibility of all certificated/licensed bargaining unit members to have on file in the Superintendent's Office all valid Ohio Teaching Certificates/Licenses.

8. The Board/Administration shall not use transfers in order to prevent the recall of a qualified teacher on the recall list.

ARTICLE 15. PAID LEAVES OF ABSENCE

A. Sick Leave

1. All teachers under contract shall be entitled to one and one-fourth (1-1/4) Sick Leave days for each month of service or fifteen (15) days for the school year, cumulative to three hundred five (305) days.

2. All teachers under contract shall be entitled to an advancement of five (5) Sick Leave days if the number of days used exceeds the number accumulated. So long as the teacher remains in the employment of the Board, the teacher is required to earn back any advanced Sick Leave days so no loss in pay results for these five (5) days. Should the teacher leave the employment of the Board, be placed on unpaid leave of absence, or die, any remaining advanced sick days will be deducted from the final adjusted pay or estate.

3. Sick Leave shall be granted, upon completion of Appendix H, to each certificated/licensed bargaining unit member for absence due to personal illness, pregnancy, adoption, injury, exposure to contagious disease that could be communicated to others, and/or illness or injury in the teacher's immediate family. Absent medical verification consistent with HIPAA supporting the need for additional paid Sick Leave, the use of paid Sick Leave for pregnancy and/or childbirth will not exceed eight (8) weeks from the date of birth.

4. "Immediate family," for the purposes of this Master Agreement, shall be defined as father, mother, brother, sister, son, daughter, spouse or domestic partner, grandparents, grandchildren, spouse's grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian, or foster or stepparents and stepchildren. For purposes of this Article, “domestic partners” are two (2) individuals who:

   a. Are eighteen (18) years of age or older;

   b. Share a common residence;

   c. Share a responsibility for each other’s common welfare (i.e., have agreed to be in a relationship of mutual interdependence, including financial interdependence);

   d. Have affirmed that they have a committed relationship and are not currently married to another adult as recognized by Ohio law or part of an existing civil union or domestic relationship with any third party; and

   e. Are not related to one another by blood in a way that would prevent them from being married to one another in Ohio.

5. Teachers eligible and approved by the State Teachers Retirement System for disability retirement shall go on disability retirement rather than use Sick Leave.

6. Medical Certification

   a. If a teacher has advanced notice that he/she expects to be absent from work for more than ten (10) consecutive days due to the use of sick leave, the teacher must submit to the Board Treasurer a written statement from the treating health care provider verifying the need for the use of sick leave. The written statement should identify the anticipated duration of the leave (i.e., the estimated date of return to work), if reasonably knowable.

   b. When a teacher has been absent more than ten (10) consecutive work days due to sick leave (and has not provided a written statement from the treating health care provider pursuant to paragraph (a) above), an administrator may request the teacher provide the Board Treasurer with a written statement from the treating health care provider verifying the need for the use of sick leave. The written statement should identify the anticipated duration of the leave (i.e., the estimated date of return to work), if reasonably knowable. The administrator's request will be made in writing, with a copy sent to the Association President. The teacher must submit the written statement from the health care provider within a reasonable period following his/her receipt of the administrator's request.

   c. If the administration has questions or concerns about the use of sick leave and/or the health care provider's verification where the leave is for the teacher's personal illness or serious health condition, the Board, at its cost, may require the teacher to submit to an independent medical evaluation.

   d. If the teacher subsequently learns that his/her use of sick leave is going to exceed the anticipated duration set forth in the health care provider's original written statement, the teacher is required to provide an updated written statement from the health care provider to verify the need for additional sick leave. The updated written statement should identify a new estimated date of return to work.

      Approximately, a week before the teacher's estimated date of return to work, the Administration will send a written reminder to the teacher of the need for an updated written statement from the health care provider. If the teacher is not going to return to work by the estimated date of return to work, the teacher must submit, within a reasonable period after receipt of the reminder, an updated written statement from the health care provider as set forth in the preceding paragraph. The Administration will simultaneously send a copy of the written reminder to the Association President.

e. When a teacher has been absent more than ten (10) consecutive work days due to a personal illness or serious health condition, he/she shall provide the Board Treasurer with a written statement from his/her health care provider that the teacher is able to resume the job functions for his/her position. The teacher will not incur any additional out of pocket costs related to obtaining the return to work statement.

f. Whenever a teacher is going to be on an extended leave of absence involving the use of sick leave, the teacher is encouraged to keep his/her building principal updated concerning the reason for the leave and when he/she anticipates returning to work.

7. Sick Leave Transfer

In extraordinary circumstances, the Association may initiate a one-time transfer of Sick Leave from bargaining unit members to a named specific bargaining unit member who has exhausted or shortly will exhaust his/her accrued Sick Leave, subject to Board approval. If a bargaining member's spouse is also a Board employee, there may be a one-time sick leave transfer from the member's spouse. Such transfer must also be initiated by the Association and approved by the Board. Any transfer of Sick Leave shall be accomplished on a form specifically approved and distributed for this purpose. The Sick Leave transfer is irrevocable and shall cause the contributing bargaining unit member to have his/her Sick Leave reduced within thirty (30) days by the amount equal to that contributed to the receiving bargaining unit member. The receiving bargaining unit member shall have accrued for use, Sick Leave totals equal to the aggregate total contributed by other bargaining unit members.

8. Sick Leave may be taken in days or one-fourth (1/4th) day increments being charged based on the regular day of the affected bargaining unit member.

B. Assault Leave

1. Any certificated/licensed bargaining unit member who sustains physical injuries as a result of an unprovoked and unjustified physical assault while in the course of performing professional duties may request a temporary special leave of absence to recuperate from the injuries sustained in the assault for a period not to exceed six (6) months. If granted, this paid leave shall not be charged against Sick Leave or Personal Leave. "Six (6) months" is defined as calendar days.

2. Assault Leave will be granted and paid only if the following provisions are fulfilled:

a. The bargaining unit member must make written application (Appendix H) for leave indicating the facts and those persons involved;

b. The bargaining unit member must provide a written physician's statement recommending the leave and the nature and duration of the disability;

c. The Board may require the bargaining unit member to be examined at Board expense by a Board designated physician, and said physician must certify that the bargaining unit member is disabled and cannot return to service; and

d. The bargaining unit member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the bargaining unit member and/or the Board and must agree to testify in any disciplinary action involving the person who assaulted the bargaining unit member.

C. Personal Leave

1. Each teacher shall be granted three (3) days of unrestricted Personal Leave to be used for urgent matters of personal business that cannot be scheduled outside of regular school hours. The request for leave (Appendix H) must be made in advance to the Building Principal. Whenever possible, twenty-four (24) hours' advance request will be made. "Unrestricted" means requiring no reason. No more than eight percent (8%) of the certified/licensed bargaining unit members per building [rounded to the nearest whole] may be on leave the same day, except in emergencies. Additions to this quota for emergencies shall be granted at the Superintendent's discretion. Further, no days, except in situations as decided by the Superintendent, will be granted the first week of school [five (5) working days] and the last three (3) weeks of school [fifteen (15) working days]. Personal Leave may not be used to extend vacation or a holiday except for unforeseen circumstances that shall be demonstrated to the Superintendent.

2. Any teacher taking Personal Leave on an in-service day is required to view the video-recording of in-service sessions missed.

3. Bargaining unit members will be paid at their per diem rate for each unused Personal Leave day. The payment will be included in the second pay of July. Alternatively, a bargaining unit member may notify the Board Treasurer by June 15 that the employee instead wants to have his/her unused Personal Leave converted to Sick Leave instead of being paid at the substitute rate.

D. Professional Leave for Attendance at Professional Conferences, Clinics or Conventions

1. Any full-time teacher desiring to attend a professional conference, clinic, or convention ("event") shall submit to the Superintendent a written request (Appendix H) to do so, whose approval shall not be unreasonably withheld. Said request shall be submitted to the Superintendent no later than five (5) days prior to the regular Board meeting for approval before the conference time and shall state

the number of school days that the teacher will miss by attending the conference, clinic, or convention. Attached to any expenses to be paid, the bargaining unit member shall provide a short summary of the conference as well as any recommendation for others to attend future conferences of this type.

2. Should the event for which the professional day has been granted be postponed, canceled, or rescheduled, the teacher requesting the professional day must immediately notify the person(s) responsible for calling substitutes.

3. When a teacher submits such a request to attend a professional conference, clinic or convention, and said request is approved by the Superintendent and the Board, the teacher shall be considered to be on paid professional leave on the school days that he/she attends the event. Additionally, the Board will reimburse the employee for his/her reasonable expenses as set forth below:

    a. Mileage, per Article 20.A (Mileage), or other approved modes of transportation;

    b. Lodging, Meals, and Incidental Expenses not to exceed Two Hundred Fourteen Dollars ($214.00) per day, absent Superintendent approval;

    c. If a trip does not involve an overnight stay (i.e., Lodging), Meals not to exceed Sixty-Four Dollars ($64.00) per day, absent Superintendent approval;

    d. Parking fees; and

    e. Registration and materials.

4. For an employee to be reimbursed for amounts greater than the above identified limits pertaining to Lodging and/or Meals & Incidental Expenses, the employee must seek pre-approval from the Superintendent – i.e., notify the Superintendent in advance of the event that its location may result in expenses that exceed the above stated amounts. Both the Superintendent and the Treasurer must approve all actual expenses for which a teacher is seeking reimbursement pursuant to this section.

5. Professional Leave shall not be approved for more than three (3) consecutive school days.

6. The Superintendent shall be empowered to approve any professional meeting request for which there will not be a Board meeting between the date of application and the date of the meeting, if notice of the meeting is documented to show that its receipt occurred after one (1) Board meeting and prior to the next meeting and date of attendance is corresponding (when the meeting occurs prior to a Board meeting when it can be properly addressed).

7. In order to improve teaching technique and strategies, each teacher shall have the opportunity to use a maximum of one (1) regular instructional day for one (1) visitation in another school in or outside the District. Suggestions for such a visit may come from an Administrator, the LPDC, or from the teacher. Teachers desiring to make such a visitation shall submit a written request to the Building Principal stating the purpose of the visitation. Prior approval of the Superintendent or his/her designee is required before any such visitation.

8. Head coaches may use two (2) days of Professional Leave per school year to attend State finals in their respective sports, if approved by the Superintendent. There shall be no additional expense to the Board, other than the cost of (the) substitute teacher(s).

E. Compulsory Leave

Release time, if Personal Leave is exhausted (except for jury duty), shall be granted for required appearances in court or other tribunal where the teacher is subpoenaed or is a party to a SERB hearing or arbitration. When the Association is the grievant or complainant at a SERB hearing or arbitration, the Association President (or designee) is considered the party. Any subpoena other than Board business will be covered up to three (3) days' leave with pay each year. The teacher shall attach to the leave form (Appendix H), the subpoena given by the court or other tribunal for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the bargaining unit member.

F. Emergency and Hazardous Leave

If by act of God, any bargaining unit member is prevented from reaching school on a regularly scheduled school day, such bargaining unit member will be granted Emergency and Hazardous Leave with pay if Personal Leave is exhausted. Proof of need for leave must be provided by the applicant and attached to the leave form (Appendix H).

G. Association Leave

1. A maximum of two (2) elected delegates from the Association shall be granted a maximum of two (2) days annually for Association Leave. This leave shall be granted with pay.

   The Association President may request additional Association Leave for members to attend other professional development sponsored/supported by the Ohio Education Association (OEA). The written request for leave must identify the individual(s) requesting to attend the event, the length of the requested leave, and the purpose for the leave. The request(s) shall be submitted to the Superintendent, and, while approval for additional Association Leave will not be unreasonably withheld, the Superintendent shall have sole discretion to grant or deny specific requests.

2. Any Association member who is elected or appointed to the governing body of the Ohio Education Association (OEA) shall be granted leave to attend meetings of such body. Such leave shall not be counted as part of the Professional Leave, as outlined in Section 15.D, above, and shall be without pay.

3. Other than arranging and paying for a substitute to cover for the Association member(s) attending a meeting pursuant to Section G.2. above, the Board has no financial obligation for any expenses incurred by member(s) attending such meetings.

4. See form Appendix H.

H. Funeral Leave

Sick or personal leave may be used to attend a funeral. If sick and personal leave are exhausted, a teacher will receive up to two (2) paid days for funeral leave in a given school year. In the event a teacher requires more than five (5) consecutive days of funeral leave, the teacher must provide the Superintendent with an explanation of the reasons for the extended leave.

ARTICLE 16. OTHER LEAVES

A. Child Care Leave

1. Child Care leave may be used in lieu of Sick Leave when any certificated/licensed bargaining unit member has exhausted Sick Leave or when the bargaining unit member has determined that a transfer from Sick Leave to Child Care Leave is necessary. A bargaining unit member who is pregnant or adopting a child of less than one (1) year of age may request of the Board (Appendix H) said leave without pay for a period of time not to exceed two (2) school years.

2. Upon return from leave, a member's salary and fringe benefits will be commensurate with the member's actual training and experience, and he/she will be returned to the same position, if available, or one for which the member is certificated/licensed.

3. Any bargaining unit member on an approved unpaid/partial paid leave shall be entitled to request in writing to the Board Treasurer and receive the right to be covered by any or all insurance selected by the bargaining unit member, provided the bargaining unit member pays to the Board Treasurer in advance each month the full amount of the monthly group plan premium rate for such selected coverage(s). Any overpayment of premium shall be refunded to the bargaining unit member upon termination of leave. Failure to make monthly payments on time will cause a loss of this coverage.

B. Family and Medical Leave

Bargaining until members shall be entitled to leave as provided in the Family & Medical Leave Act of 1993, as amended, and the regulations adopted by the U.S. Department of Labor. Eligible employees may take up to twelve (12) weeks of unpaid leave in any 12-month period for the following qualifying reasons: (1) the birth and/or care of a newborn child within twelve (12) months of the child's birth; (2) placement of a child with an employee by way of adoption or foster care, and/or care for the adopted or foster child within twelve (12) months of his/her arrival; (3) the employee is needed to provide physical and/or psychological care for his/her spouse, child or parent with a "serious health condition"; (4) the employee's own "serious health condition" prevents him/her from performing the functions of his/her job; and (5) a "qualified exigency." Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" for "military caregiver leave." For purposes of this section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e., the leave year is specific to each employee). Eligible employees are entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period. Employees shall be eligible for FMLA leave if they have been employed for at least twelve (12) months and performed at least twelve hundred fifty (1,250) hours of service during the 12-month period immediately preceding the leave (full-time teachers are presumed (rebuttable) to meet the 1,250 hours requirement). Employees on FMLA leave shall have their group health insurance benefits maintained as provided for in this Agreement.

C. Extended Leave of Absence

1. Upon written request of a bargaining unit member (Appendix H), the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive school years for educational, professional, or other purposes. Application shall be no later than March 1.

2. Upon written request of a bargaining unit member, the Board shall grant such leave of not more than two (2) consecutive school years where illness or other disability is the reason for the request.

3. Upon subsequent request, such leave may be renewed by the Board.

4. Upon return to service of a bargaining unit member at the expiration of a leave of absence, he/she shall be placed in the area of certification/license that he/she was in prior to such leave.

D. Military Leave

As provided for in ORC 3319.14, Military Leave will be granted to bargaining unit members upon completion of the leave form (Appendix H). Benefits will be granted based upon the maximum allowable by law.

E. Short Term Leave

1. With a ten (10) day prior notice to the Superintendent and the Principal, and subject to Superintendent pre-approval, bargaining unit members may, upon written request (Appendix H), take unpaid short term leave for periods not to exceed three (3) school days. Bargaining unit members may not use this leave contiguous with Thanksgiving, Christmas, and/or Spring break, etc., unless the Superintendent approves it based upon special circumstances.

2. The Superintendent's pre-approval will not be unreasonably withheld.

F. Fringe Benefits

Bargaining unit members on an unpaid approved leave of absence, except as provided in Section 16.B., above, shall be permitted to continue in all fringe benefits upon payment to the Board Treasurer of the total amount of premiums monthly.

ARTICLE 17. PAYROLL

A. Paydays

1. Salaries shall be determined and administered in accordance with the salary schedule herein and shall be paid in twenty-four (24) equal payments. Deductions shall be distributed over all remaining paychecks.

2. Paydays shall be the fifth (5th) and twentieth (20th) of each month. However, if a payday falls on a weekend or holiday, the payday shall be the preceding weekday that is not a bank holiday.

3. Direct deposit is mandatory for all bargaining unit members.

4. Bargaining unit members will have paychecks deposited directly into the bank of their choice, on or before the date of payday. Each bargaining unit member will be provided an electronic paycheck stub.

B. Association Dues

1. Payroll deduction of Association and affiliate annual dues shall be deducted equally from all pays starting with the first pay in October, if the Association Treasurer

submits to the Board Treasurer the names, including proof of authorization from the employees, and amount to be deducted for each employee not later than September 15 annually. For any employee hired after September 15 of any year, payroll deduction of Association and affiliate annual dues shall be deducted equally from all remaining pays starting fifteen (15) calendar days after the employee begins work and the Association Treasurer presents the Board Treasurer with proof of authorization from the employee. While a bargaining unit member may withdraw consent for payroll deduction of Association and affiliate dues at any time, the District's obligation to withdraw the individual's annual dues shall be governed by subparagraph 4, below.

2. The Association is responsible for notifying the Board Treasurer where the payroll deduction is to be forwarded during this same period. In order to implement this Section, the Board Treasurer annually during the month of August and within three (3) calendar days of the hire date for employees hired after August will notify the Association President and the Association Treasurer of the names, assignment, and building of all staff represented by this bargaining unit.

3. Monies deducted shall be remitted to the Association within five (5) days of payday.

4. The Association represents to the Board that, per its union bylaws, union membership is considered annual for the period of September 1 through August 31, and that once an employee becomes a member of the Association the employee's membership shall continue year-to-year until the individual cancels his/her membership in accordance with union rules. If an employee cancels his/her membership after September 1 – by providing written notice to the Association Treasurer and Board Treasurer – the Board Treasurer shall deduct the remaining annual Association and affiliate dues from the employee's next pay that occurs at least two (2) weeks after the Board Treasurer receives the notice of cancellation.

5. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination, or collections of Association dues, to indemnify the Board for any liability imposed upon it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding. For purposes of this Section, the term "Board" includes the Board of Education of the Northwestern Local School District, its members, the Board Treasurer, the Superintendent, and all members of the administrative staff.

C. Political Action Deductions

Absent legislation to the contrary, the Board shall accept payroll deduction authorization for the Fund for Children and Public Education (FCPE) or such other OEA/NEA-sponsored PAC fund designated by the Association (i.e., the Association may annually designate one

PAC fund for purposes of payroll deduction). Said deductions will be made from each paycheck and may be increased, reduced, added to, or dropped only one time each school year through written notice to the Board Treasurer.

D. Annuities

1. Changing amount(s) of existing annuity(ies) requires written notice of fifteen (15) weekdays, excluding holidays.

2. Adding a new annuity not currently on the computer requires written notice of twenty (20) weekdays, excluding holidays.

3. The Board has the option to drop an annuity that has been inactive for twelve (12) months.

4. The number of annuities offered shall be limited to the capacity of the current computer program.

E. Purchasing Service Credit

To the extent permitted by law, deductions for purchasing service credit for the retirement system shall be allowed each pay.

ARTICLE 18. SALARY

Salary schedules shall be updated to show a four percent (4%) increase on the base effective July 1, 2024; a three and three-quarters percent (3.75%) increase on the base effective July 1, 2025; and a three and a third percent (3.33%) increase on the base effective July 1, 2026.

INSURANCE BONUS (Paid through the end of the 2026-2027 School Year)*

In addition, the Board will pay an annual Insurance Bonus to the following individuals: bargaining unit members who were employed by the Board as of January 1, 2021, who purchased (i.e., participated in) the District's health insurance plan for the 2020-2021 school year, **and** who are employed by the Board on the date the annual Insurance Bonus is paid by the Board for a given year. The Insurance Bonus shall be five hundred dollars ($500) for a person who held single health insurance coverage during the 2020-2021 school year, and one thousand dollars ($1,000) for a person who held family health insurance coverage during the 2020-2021 school year. (If both spouses are employees of the Board, only the policy-holder who pays for the health insurance will receive the Insurance Bonus – in other words, if both spouses have a single plan, they each will receive the $500 bonus, and if they have a family plan, the spouse who pays for the family plan will receive the $1,000 bonus.) The Insurance Bonus will be paid with the second pay of October of each year of this Agreement.

* *The Insurance Bonus sunsets at the expiration of this Master Agreement.*

SIGNING BONUS (Paid in the 2024-2025 School Year Only)*

The Board will pay a one-time Signing Bonus to bargaining unit members who were employed by the Board during the 2023-2024 school year and who return to work for the Board for the 2024-2025 school year. The Signing Bonus shall be equivalent to ten percent (10%) of the bargaining unit member's 2024-2025 salary (as per the employee's annual salary notice). The Signing Bonus will be paid with the first pay of September 2024.

** The Signing Bonus sunsets at the expiration of this Master Agreement.*

A. Bargaining unit members shall be credited upon initial employment with up to ten (10) years of service for each year [120 days under a teacher's contract] of prior experience in another public school in Ohio including substitute teaching experience. This credit for prior service shall include up to five (5) years [each year being no less than eight (8) continuous months in the Armed Forces of the United States] of military service. The combination of prior teaching and military service shall not exceed ten (10) years.

B. Master's equivalency shall be acceptable for placement on the Master's and Master's + columns as long as written proof from the college/university is provided that the Master's equivalency program is completed. In order to qualify for placement on the BA+20 or MA+20 Levels on the Salary Schedule, the coursework must be taken after receipt of the employee's Bachelor or Master degree (as applicable) and must be graduate-level courses.

C. Bargaining unit members are eligible to move to a different column on the salary schedule at the beginning of the school year upon verification of completed coursework. The bargaining unit member must present proof of earned credit no later than August 31 to receive appropriate placement for the school year. Proof of earned credits shall be in the form of official transcripts. Recognition of credits shall be only from those institutions approved by the Ohio Department of Education & Workforce or the Superintendent through the LPDC.

Salary Schedule Index

STEP	BA	BA + 20	MA/MS	M/20	Non-Degree
0	1.000	1.050	1.100	1.150	0.865
1	1.039	1.094	1.149	1.199	0.900
2	1.078	1.138	1.198	1.248	0.935
3	1.117	1.182	1.247	1.297	0.970
4	1.156	1.226	1.296	1.346	1.005
5	1.195	1.270	1.345	1.395	1.040
6	1.234	1.314	1.394	1.444	1.040
7	1.273	1.358	1.443	1.493	1.040
8	1.312	1.402	1.492	1.542	1.040
9	1.351	1.446	1.541	1.591	1.040
10	1.390	1.490	1.590	1.640	1.040
11	1.429	1.534	1.639	1.689	1.040
12	1.468	1.578	1.688	1.783	1.040
13	1.507	1.622	1.737	1.787	1.040
14	1.546	1.666	1.786	1.836	1.040
15	1.585	1.710	1.835	1.885	1.040
16	1.585	1.710	1.835	1.885	1.040
17	1.585	1.710	1.835	1.885	1.040
18	1.585	1.710	1.835	1.885	1.040
19	1.585	1.710	1.835	1.885	1.040
20	1.624	1.754	1.884	1.934	1.040
21	1.624	1.754	1.884	1.934	1.040
22	1.624	1.754	1.884	1.934	1.040
23	1.624	1.754	1.884	1.934	1.040
24	1.624	1.754	1.884	1.934	1.040
25	1.663	1.798	1.933	1.983	1.040
26	1.663	1.798	1.933	1.983	1.040
27	1.683	1.818	1.953	2.003	1.040
28	1.683	1.818	1.953	2.003	1.040
29	1.683	1.818	1.953	2.003	1.040
30	1.6973	1.8323	1.967	2.0173	1.040
31	1.6973	1.8323	1.967	2.0173	1.040
32	1.6973	1.8323	1.967	2.0173	1.040
33	1.6973	1.8323	1.967	2.0173	1.040
34	1.6973	1.8323	1.967	2.0173	1.040
35	1.6973	1.8323	1.967	2.0173	1.040

NORTHWESTERN CERTIFIED SALARY SCHEDULE 2024-2025
4% on Base

STEP	BA	BA + 20	MA/MS	M/20	Non-Degree
0	$40,261	$42,274	$44,288	$46,301	$34,826
1	$41,832	$44,046	$46,261	$48,274	$36,235
2	$43,402	$45,817	$48,233	$50,246	$37,645
3	$44,972	$47,590	$50,206	$52,219	$39,053
4	$46,542	$49,361	$52,179	$54,192	$40,463
5	$48,113	$51,132	$54,152	$56,165	$41,873
6	$49,683	$52,904	$56,124	$58,137	$41,873
7	$51,253	$54,675	$58,098	$60,111	$41,873
8	$52,823	$56,447	$60,070	$62,083	$41,873
9	$54,394	$58,218	$62,043	$64,056	$41,873
10	$55,963	$59,989	$64,016	$66,030	$41,873
11	$57,534	$61,762	$65,989	$68,002	$41,873
12	$59,104	$63,533	$67,962	$69,975	$41,873
13	$60,675	$65,304	$69,934	$71,947	$41,873
14	$62,244	$67,076	$71,908	$73,921	$41,873
15	$63,815	$68,847	$73,880	$75,893	$41,873
20	$65,385	$70,619	$75,853	$77,866	$41,873
25	$66,956	$72,390	$77,825	$79,838	$41,873
27	$67,760	$73,196	$78,631	$80,644	$41,873
30	$68,336	$73,772	$79,206	$81,219	$41,873

Teacher Tutor Hourly Rate
FY 2025 $22.68

NORTHWESTERN CERTIFIED SALARY SCHEDULE 2025-2026
3.75% on Base

STEP	BA	BA + 20	MA/MS	M/20	Non-Degree
0	$41,771	$43,860	$45,948	$48,037	$36,132
1	$43,401	$45,698	$47,996	$50,084	$37,594
2	$45,030	$47,535	$50,042	$52,130	$39,056
3	$46,658	$49,374	$52,089	$54,178	$40,517
4	$48,288	$51,212	$54,135	$56,224	$41,981
5	$49,917	$53,050	$56,183	$58,271	$43,443
6	$51,546	$54,888	$58,229	$60,317	$43,443
7	$53,175	$56,725	$60,276	$62,365	$43,443
8	$54,804	$58,563	$62,322	$64,411	$43,443
9	$56,433	$60,401	$64,370	$66,458	$43,443
10	$58,062	$62,239	$66,417	$68,506	$43,443
11	$59,691	$64,078	$68,463	$70,552	$43,443
12	$61,321	$65,916	$70,511	$72,599	$43,443
13	$62,950	$67,753	$72,557	$74,645	$43,443
14	$64,578	$69,591	$74,604	$76,693	$43,443
15	$66,208	$71,429	$76,650	$78,739	$43,443
20	$67,837	$73,267	$78,698	$80,786	$43,443
25	$69,466	$75,105	$80,744	$82,832	$43,443
27	$70,301	$75,940	$81,580	$83,668	$43,443
30	$70,899	$76,538	$82,176	$84,265	$43,443

Teacher Tutor Hourly Rate
FY 2026 $23.53

NORTHWESTERN CERTIFIED SALARY SCHEDULE 2026-2027
3.33% on Base

STEP	BA	BA + 20	MA/MS	M/20	Non-Degree
0	$43,162	$45,320	$47,478	$49,636	$37,335
1	$44,846	$47,219	$49,594	$51,752	$38,846
2	$46,529	$49,118	$51,708	$53,866	$40,357
3	$48,212	$51,018	$53,824	$55,982	$41,867
4	$49,896	$52,917	$55,938	$58,096	$43,379
5	$51,579	$54,816	$58,054	$60,212	$44,890
6	$53,263	$56,715	$60,168	$62,326	$44,890
7	$54,945	$58,614	$62,283	$64,442	$44,890
8	$56,629	$60,513	$64,398	$66,556	$44,890
9	$58,313	$62,412	$66,513	$68,671	$44,890
10	$59,995	$64,311	$68,629	$70,787	$44,890
11	$61,679	$66,212	$70,743	$72,901	$44,890
12	$63,362	$68,111	$72,859	$75,017	$44,890
13	$65,046	$70,010	$74,973	$77,131	$44,890
14	$66,729	$71,909	$77,088	$79,247	$44,890
15	$68,412	$73,808	$79,203	$81,361	$44,890
20	$70,096	$75,707	$81,318	$83,476	$44,890
25	$71,780	$77,606	$83,433	$85,591	$44,890
27	$72,642	$78,469	$84,296	$86,454	$44,890
30	$73,260	$79,087	$84,913	$87,071	$44,890

Teacher Tutor Hourly Rate
FY 2027 $24.32

ARTICLE 19. SUPPLEMENTALS

A. Athletic and Extracurricular Salary Schedule

(Numbers are % of BA-) Step Base)	1st	2nd	3rd	5th	10th
Football					
HS Head Coach	14.5	16.5	18.5	20.5	22.5
HS Assistant Coach (4)	8.5	9.5	10.5	11.5	12.5
Freshman (2)	7.5	8.5	9.5	10.5	11.5
7/8 Grade Head Coach (2)	7.5	8.5	9.5	10.5	11.5
7/8 Grade Assistant Coach (2)	5.5	6.5	7.5	8.5	9.5
Basketball					
HS Boys Head Coach	14.5	16.5	18.5	20.5	22.5
HS Boys Assistant Coach (2)	8.5	9.5	10.5	11.5	12.5
Freshman Boys Coach	7.5	8.5	9.5	10.5	11.5
7/8 Grade Boys Coach (2)	7.5	8.5	9.5	10.5	11.5
5th/6th Grade Boys Coach (2)	4.5	5.5	6.5	7.5	8.5
HS Girls Head Coach	14.5	16.5	18.5	20.5	22.5
HS Girls Assistant Coach (2)	8.5	9.5	10.5	11.5	12.5
Freshman Girls Coach	7.5	8.5	9.5	10.5	11.5
7/8 Grade Girls Coach (2)	7.5	8.5	9.5	10.5	11.5
5th/6th Grade Girls Coach (2)	4.5	5.5	6.5	7.5	8.5
MS Asst. Boys Basketball Coach (2)	4.5	5.5	6.5	7.5	8.5
MS Asst. Girls Basketball Coach (2)	4.5	5.5	6.5	7.5	8.5
Baseball					
HS Head Coach	8.5	10.5	12.5	14.5	16.5
HS Assistant Coach (2)	5.5	6.5	7.5	8.5	9.5
7/8 Grade Coach	5.5	6.5	7.5	8.5	9.5
HS Freshman Coach	5.5	6.5	7.5	8.5	9.5
Track					
HS Boys Coach	8.0	10.0	12.0	14.0	16.0
7/8 Grade Boys Coach	5.0	6.0	7.0	8.0	9.0
HS Girls Coach	8.0	10.0	12.0	14.0	16.0
7/8 Girls Coach	5.0	6.0	7.0	8.0	9.0
HS Assistant Coach (3)	5.0	6.0	7.0	8.0	9.0
MS Assistant Coach (2)	2.5	3.5	4.5	5.5	6.5
Cross Country	5.5	6.5	7.5	8.5	9.5
Asst. Cross Country Coach	2.5	3.5	4.5	5.5	

	1st	2nd	3rd	5th	10th
Soccer					
HS Boys Head Coach	8.5	10.5	12.5	14.5	16.5
HS Boys Assistant Coach	5.5	6.5	7.5	8.5	9.5
HS Girls Head Coach	8.5	10.5	12.5	14.5	16.5
HS Girls Assistant Coach	5.5	6.5	7.5	8.5	9.5
Weight Room Supervisor					
Weight Room Supervisor Fall	1.0	1.5	2.0	2.5	2.5
Weight Room Supervisor Winter	1.0	1.5	2.0	2.5	2.5
Weight Room Supervisor Spring	1.0	1.5	2.0	2.5	2.5
Weight Room Supervisor Summer	1.0	1.5	2.0	2.5	2.5
Wrestling					
HS Head Coach	9.5	11.5	13.5	15.5	17.5
HS Assistant Coach	6.5	7.5	8.5	9.5	10.5
HS Assistant Coach	6.5	7.5	8.5	9.5	10.5
7/8 Grade Head Coach	6.5	7.5	8.5	9.5	10.5
7/8 Grade Assistant Coach	4.5	5.5	6.5	7.5	8.5
		(In effect with new hire)			
5/6th Grade Wrestling Coach (2)	4.5	5.4	6.5	7.5	8.5
Golf					
Head Coach	6.5	7.5	8.5	9.5	10.5
Assistant Coach	3.0	4.0	5.0	6.0	7.0
Girls Softball					
HS Head Coach	8.5	10.5	12.5	14.5	16.5
HS Assistant Coach (2)	5.5	6.5	7.5	8.5	9.5
HS Freshman Coach	5.5	6.5	7.5	8.5	9.5
7/8 Grade Softball Coach	5.5	6.5	7.5	8.5	9.5
Girls Volleyball					
HS Head Coach	8.5	10.5	12.5	14.5	16.5
HS Assistant Coach	5.5	6.5	7.5	8.5	9.5
Freshman Coach	5.5	6.5	7.5	8.5	9.5
7/8 Grade Coach (2)	5.5	6.5	7.5	8.5	9.5
Cheerleader Coach					
HS Varsity (Fall)	6.5	7.5	8.5	9.5	10.5
HS Varsity (Winter)	6.5	7.5	8.5	9.5	10.5
HS Reserve Coach (Fall)	4.5	5.5	6.5	7.5	8.5
HS Reserve Coach (Winter)	4.5	5.5	6.5	7.5	8.5
HS Freshman (Fall)	3.5	4.5	5.5	6.5	7.5

	1st	2nd	3rd	5th	10th
Freshman Coach (Winter)	3.5	4.5	5.5	6.5	7.5
MS Head Coach	3.5	4.5	5.5	6.5	7.5
MS Assistant Coach (Fall)	1.75	2.25	2.75	3.25	3.75
MS Assistant Coach (Winter)	1.75	2.25	2.75	3.25	3.75
Girls Wrestling					
HS Head Coach	9.5	11.5	13.5	15.5	17.5
Faculty Manager (HS-2)	8.5	10.5	12.5	14.5	16.5
MS Athletic Director	8.5	9.5	10.5	11.5	12.5
MS Athletic Manager (Coverage at events during the Fall and Winter seasons)	$50 / event				
STARS	2.0				
Band Director	8.5	10.5	12.5	14.5	16.5
Assistant Band Director	4.0	5.50	7.0	8.50	10.0
Pep Band	2.0	3.0	4.0	5.0	6.0
Flag line Advisor	4.0	5.50	7.0	8.50	10.0
Dalton Ensemble Supervisor	2.0				
Elementary Evening Music Program (1)	2.00				
Vocal Music	2.0	3.0	4.0	5.0	6.0
Show Choir	2.0	3.0	4.0	5.0	6.0
Annual Advisor	3.0				
HS Newspaper Advisor	1.5				
HS Student Council Advisor	2.0	3.0	4.0	5.0	6.0
MS Student Council Advisor	1.5	1.75	2.25	2.5	3.0
ES Academic Challenge	1.0				
MS Academic Challenge	1.0				
HS Academic Challenge	1.0	1.25	1.75	2.0	2.5
MS Drama Director	4.0				
MS Drama Assistant	2.0				
HS Drama Director (Per Production)	4.0	5.5	7.0	8.50	10.0
HS Production Assistant (Per Production)	2.0				
National Honor Society Advisor (2)	1.0				
Drama/Thespian Club Advisor (includes Children's Play)	1.5				
HS Stage Coordinator	2.0				

	1st	2nd	3rd	5th	10th
Newsletter	1.75 per issue				
Foreign Language Club	1.0				
Director of One Acts	2.0	2.25	2.75	3.0	3.5
Asst. Director of One Acts	$200/Performance				
Freshman Class Advisor (1)	1.0				
Sophomore Class Advisor (1)	1.0				
Junior Class Advisor (2)	2.0				
Senior Class Advisor (2)	1.0				
Department Heads (per Dept. Head)	1.0				
Science Fair Advisor E/MS (1 per building)	1.0				
Science Fair Advisor HS (2)	1.0 each				
Robotics HS (2)	1.0				
Robotics MS (2)	1.0				

STEM Assignments	1st	2nd	3rd	5th	10th
Full-time MS STEM Teacher	4.0	4.75	5.25	6.0	6.5
Fully implemented 4-year HS PLTW or SREB career pathway program	4.0	4.75	5.25	6.0	6.5
Partially-implemented HS STEM PLTW or SREB programs	2.0				
MS STEM Lab supervision and maintenance	2.0				
Art Club Advisor – HS	1.0				
Art Club Advisor – MS	1.0				
Art Show Advisor (3)	.5				
Outdoor Education	$50.00 per night for each person				
We Believe in Ohio Advisory	1.0				
Building Website/Tech for each bldg. (3 positions)	3% base salary				
Lead Mentor	6.0				

Night Field Trips - A bargaining unit member who is not on a supplemental contract for that activity and works an overnight field trip will be compensated at a rate of Fifty Dollars ($50.00) per night. The overnight field trip must be an academic-oriented student trip. The bargaining unit member's participation in the overnight field trip must be approved in advance by the Building Principal.

HS AV Coordinator One (1) release period

Kindergarten Teachers One release day for new student interviews. Two (2) summer days for the Kindergarten Reading and Language Assessment to be paid at substitute daily rate.

B. The above are percentages to be multiplied by the BA-0 Step Base Salary.

C. Department heads will be appointed for departments of more than two (2) employees when adding together Middle School and the High School.

D. This schedule shall not restrict the Board from adding positions or having the activity. The Board is not required to fill a position unless a teacher is requested to do so and accepts the work assigned.

E. Requirements for Pupil Activity Supervision Validations for coaches shall be provided or paid by the Board. Coaches shall be identified as "at risk" for blood borne pathogens and shall receive training and protection in accordance with being identified "at risk."

F. Extended Time

1. Employees working extended time shall be paid at a daily rate based upon the applicable education column, at the step determined by the administration, ranging

from Step 0 to Step 5. An employee's extended time rate shall increase one step for each year the employee works extended days, to a maximum of Step 5. For example, an employee with a Master's Degree who is newly assigned to a position requiring extended days and who is determined to be paid at an extended daily rate of MA, Step 2, will move to MA, Step 3 in the next year if working the extended days.

2. The per diem rate for employees working extended days as of the 2015-2016 school year shall remain in effect for those individual employees until such time as the employee is no longer assigned in the position requiring extended days or the teacher resigns or retires. For retire/rehire situations, the extended time rate upon the employee's rehire will be the rate reflected in Section F.1. above.

3. The following positions will be offered the extended time as indicated. Annually, there shall be a report to the Superintendent as how the time was used.

Agriculture (1 minimum) - to the most senior	30
Other Agriculture staff	30
HS Guidance	20
HS Industrial Arts (2)	5
HS Work & Family Life	5
MS Guidance	10
Elementary Guidance	5
Marching Band	15

ARTICLE 20. OTHER INCOME

A. Mileage

1. The mileage rate will be the highest rate permitted by the IRS for mileage reimbursement without incurring income to the employee, rounded to the next lowest penny per mile.

2. Mileage will be paid for any mileage incurred when:

   a. attending meetings required by the Administration or County Office; and

   b. any required attendance for approved away extracurricular activities, if a bus is not available for transporting students to said activity.

B. Severance Pay and Retirement Incentive

1. Severance Pay

Every bargaining unit member shall be granted severance pay, upon official retirement, in the amount of one-fourth (1/4th) of all unused Sick Leave up to a maximum of sixty-five (65) days. No fractional time in the accumulated Sick Leave [any part of four (4)] will be considered in making this calculation. This is a one-time payment. A bargaining unit member must receive official notification from the respective retirement system and the first check before the Board Treasurer will issue severance pay due. A bargaining unit member must complete the retirement process within nine (9) months of his/her retirement being accepted by the Board to be eligible for severance pay. All severance pay will be deposited into a 403B account with AIG Valic on behalf of the retiree. A retiree who has not attained age 55 upon retirement may make other arrangements. This severance pay will be paid within 75 days of official retirement.

2. Retirement Notification Bonus

A bargaining unit member who provides the Board with notice of his/her resignation for retirement purposes no later than January 31 will receive a retirement notification bonus equivalent to five (5) days compensation at the teacher's per diem.

3. The Article 20 Retirement Notification bonus will be considered part of Severance.

C. Covering Class Pay

Any teacher who covers the class(es) of an absent teacher, any study hall teacher who has assigned to his/her study hall a class or part of a class normally assigned to another teacher, any teacher who waives his/her conference period to supervise testing, or any group of teachers who agree to split a class normally assigned to another teacher shall be paid at the tutor rate for the actual time spent covering each such class or period. No payment shall be made for less than thirty (30) minutes of coverage. Teachers who split a class shall equally split the rate paid for the additional assignment. A supplemental contract will be issued to those who volunteer and sign up for the duty. Teachers who perform this duty shall be rotated, if at all possible. Furthermore, this Section is not applicable for situations where two or more teachers, for the convenience of each other, agree to perform this duty.

D. STRS Pick-Up

The Board agrees to pick-up (assume and pay) contributions to the State Teachers' Retirement System (STRS) on behalf of the certificated/licensed bargaining unit member at no additional cost to the Board as follows:

1. The amount to be picked-up and paid on behalf of each bargaining unit member shall be equal to that assessed by STRS of the bargaining unit member's compensation. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board;

2. The pick-up percentage shall apply uniformly to all bargaining unit members;

3. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Employer pick-up; and

4. The pick-up shall apply to all compensation including supplemental earnings.

E. Professional Development Plan

1. The Board shall appropriate for each fiscal year (i.e., July 1 – June 30) Fifteen Thousand Dollars ($15,000) to provide special pay to teachers who earned college credit subject to the following conditions:

   a. The college course must be taken in education, in or toward an area or additional area(s) of any certification/licensure permitted by the Ohio Department of Education & Workforce, or in the specific discipline as currently certificated/licensed.

   b. Available monies shall be provided to pay special pay to qualified teachers on a first-come, first-served basis with a maximum of One Thousand Dollars ($1,000.00) per teacher per fiscal year (i.e., July 1 – June 30). However, first preference (also on a first-come/first-served basis) will go to teachers needing to meet the requirements of the Third Grade Reading Guarantee if they apply for approval by September 1 of each school year. Such monies may be used for tuition, reading workshops or tests designed to provide appropriate credentials to meet the requirements of the Third Grade Reading guarantee. If changes in statue eliminate the need for additional reading qualifications the preference will be eliminated.

   c. The teacher desiring such special pay must receive approval of the Superintendent on the online form provided for this purpose prior to enrolling in the college course. Approval is based solely upon compliance with the definition and available monies. Correspondence courses, online, and distance learning classes from accredited universities or colleges are eligible for reimbursement with prior approval of the LPDC as to the rigor of the course.

   d. The teacher shall submit written proof in the form of an official transcript of completed credit at an accredited university with a passing grade to the Superintendent after the conclusion of the quarter (semester) in which the previously approved course was taken. If the teacher is fulfilling Third

Grade Reading Requirements other than tuition, they will submit the appropriate receipt for the workshop or test they have completed. Furthermore, the teacher will take the responsibility to obtain and tum in such proof in an expeditious and timely manner.

e. The reimbursement of a teacher qualified for such special pay shall be increased by the cost of tuition/workshop/testing fees only [not including other fees, parking permit, supplies, and book(s)] approved in accordance with the procedures established herein.

f. The reimbursement is to be payable as a single sum in a separate check following presentation of satisfactory evidence that the course work/workshop/testing has been completed and proof of payment.

g. Each teacher receiving reimbursement under this Section, prior to his/her receipt of such pay, shall agree that he/she will teach in this District for at least one (1) full school year following receipt of such special pay. If such teacher of his/her own volition fails to teach in the District for the required period, the amount of such reimbursement received during the prior school year shall be deducted from said teacher's final pay.

2. If approved by the Ohio Department of Education & Workforce and other districts in Wayne County, the Wayne County Inservice Day shall be counted as or towards the required CEU credit for that year. The Board and Administration shall work with and make every reasonable effort to get the Inservice Day approved by the Ohio Department of Education.

F. Student Teacher Stipend

Any teacher who agrees to supervise a student teacher shall receive any remuneration or benefit granted by the university including credit vouchers.

G. Summer Training

Any teacher who attends a summer program at the District's direction shall be paid twenty dollars ($20.00) per hour for up to eight (8) hours per day. All trainings attended pursuant to this section must be pre-approved by the Superintendent. This summer training stipend is not intended to cover conferences or District workshops. It is intended only for directed training that is required for a teacher's position and assignment (i.e. Project Lead the Way, College Credit Plus, Southern Regional Education Board).

ARTICLE 21. INSURANCES

A. Hospitalization and Surgical Insurance

The Board will provide medical insurance comparable to the Plan described in Appendix I.

1. The Board will pay eighty-five percent (85%) of the single or family plan coverage PPO with coverages listed herein. If both spouses are employed by the Board, then the Board shall pay eighty-five percent (85%) of either two (2) single or one (1) family plan coverage.

   When the Board experiences a premium holiday, employees will also receive a premium holiday such that they will not have to pay the monthly premium for that month (as has been the past practice).

2. The Board shall implement a Section 125 Plan with regard to premium payments.

3. The Board shall allow employees to elect to participate in dependent care and medical care Flexible Spending Accounts (FSAs) according to IRS regulations, the administrative cost of which shall be paid by the Board.

4. The District will arrange for an insurance claims person from the medical insurance carrier to be in the District at least one (1) day per month to assist employees with processing claims and answering questions. In lieu of an on-site claims representative, a toll-free contact may be provided.

5. Enrollment

   Upon initial employment or other Qualifying Event, and annually thereafter during the open enrollment month of June, employees may elect coverage.

The Summary of Benefits and Coverage will be included in Appendix I.

B. Preferred Provider - Prescription Drugs

The Board will provide prescription drug insurance comparable to the Plan described in Appendix I.

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

5. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

6. Bargaining unit members pay a thirty percent (30%) coinsurance on all specialty drugs. In addition to any premium co-insurance, bargaining unit members have prescription drug coverage through the Board's Prudent RX Prescription Plan. Any savings directly derived from the membership's use of the Prudent RX Prescription Plan will be credited fully into the District's insurance reserve balance to help mitigate further health insurance premium increases. Under no circumstances will an employee have to pay more because of participating in the Prudent RX Prescription Plan that he/she would have if the Plan was not in place. Further, no employee will be unduly inconvenienced as a result of participating in the program. Finally, bargaining unit members shall not be discouraged from purchasing doctor prescribed medications.

C. Life Insurance

1. The Board will provide and pay premium for a Seventy Thousand Dollar ($70,000) Term Life Insurance Policy, including Accidental Death and Dismemberment, for each full-time certificated/licensed bargaining unit member. Teachers may purchase additional term life insurance at the Board rate, if approved by the carrier. Teachers working less than six-tenths (0.6) of a day will receive one-half (1/2) of the above amount paid by the Board.

2. Upon cessation of employment, the bargaining unit member shall have the option of converting his/her policy to individual coverage by complying with the terms of the conversion privilege in the insurance contract.

D. Dental Insurance

Single and family coverage dental insurance of no less coverage than the coverages below will be provided, and the Board will pay eighty-five percent (85%) for single or family plan. The coverage may be increased so long as the cost of the premium does not increase.

1. Class I - Preventative: 100% No Deductible

   Class II - Minor Restorative: 80% Deductible

   Class III - Dentures and Major Restorative: 50% Deductible

   Class IV - Orthodontics with a $750.00 lifetime limit per person: 50% Deductible

2. There is an annual insurance payment limit of One Thousand Dollars ($1,000) for Classes I, II, and III combined.

E. Liability Insurance

1. The Board agrees to purchase a liability plan insurance for each bargaining unit member that is eligible.

2. The Board, under Ohio's Sovereign Immunity Law (ORC 2744), shall assume liability incurred by a bargaining unit member while acting in the scope of his/her employment.

F. Prorated Insurance

Teachers working over four (4) hours per day shall receive one hundred percent (100%) of the benefits listed in this Article. Teachers working four (4) hours or less per day shall have the Board's share of premiums prorated on an hourly basis based on a ratio to six (6). Teachers must work at least two (2) hours per day or ten (10) hours per week to have the Board pay for any insurance benefits.

ARTICLE 22. TUTORS

A. Specific Limitations

A tutor's rights and benefits under this Master Agreement are limited as follows:

1. Contracts (Article 10)

Tutors shall be employed on an hourly, as needed basis, and shall not be eligible for multi-year limited or continuing contracts. The tutor contract form is attached as Appendix F.

2. Salary (Article 19)

a. The tutor's hourly rate of pay will be Twenty-Two Dollars and Sixty-Eight Cents ($22.68) per hour for the 2024-2025 school year and shall increase each subsequent school year the same percent as the teacher's salary schedule base salary.

b. This pay will be forthcoming for each hour scheduled with students, regardless of student attendance, and each hour required to attend meetings with Administrators, teachers, or parents. Hours scheduled shall be to the next highest half-hour for pay purposes.

c. Pay will be biweekly and shall be completed by June 30 of each school year.

3. Sick Leave Accrual (Article 15.A)

Tutors shall accrue Sick Leave at the rate of six and four-tenths (6.4) hours of Sick Leave for each eighty (80) hours of service and shall use Sick Leave on an hourly basis.

4. Personal Leave Accrual (Article 15.C)

Tutors shall accrue Personal Leave at the rate of one and one-half (1.5) hours of Personal Leave for each eighty (80) hours of service and shall use Personal Leave on an hourly basis.

5. Insurance (Article 21)

Tutors working an average of at least eleven (11) hours per week shall have the right to any and all insurances he/she selects annually by notifying the Board Treasurer in writing. However, the Board is only obligated to pay a prorated portion of what is paid for teachers. Prorations shall be based on the average weekly hours scheduled as compared to thirty-two and three-quarters (32.75) hours [if paid for planning time] or twenty-nine (29) hours [if not paid for planning time] being full-time. Tutors shall have their portion deducted by payroll deduction from each pay. Tutors with less than eleven (11) hours per week may purchase all insurances at the Board's full rate.

6. Evaluations (Article 12)

Tutors will receive at least one (1) formal evaluation during the term of their limited contract. To the extent feasible, the evaluation will encompass similar areas of concern as those contained in Appendix G.

B. General Exclusions

The rights and benefits conferred by the following Articles shall not be available to tutors:

1. Article 5, Sections B, C, and D, only;

2. Article 11;

3. Article 14;

4. Article 15, Section D, and

5. Article 17, Section A, only.

ARTICLE 23. LIABILITY SETTLEMENTS

If a settlement occurs in a negligence claim in which a teacher is named as a party and the settlement is without the express written approval of the affected teacher, the settlement of the liability claim shall not be used by the Board and/or Administration as any detriment, reprisal, or blemish on the bargaining unit member's record.

ARTICLE 24. REEMPLOYMENT OF RETIRED TEACHERS

A teacher retired under the State Teachers Retirement System ("Previously Retired Teacher" or "PRT") may be employed/reemployed under the following conditions:

A. The Board is under no obligation to employ any retired teacher and there is no expectation of reemployment when a teacher retires from the Northwestern Local School District. PRTs who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. PRTs who previously worked in the District are not guaranteed a particular assignment upon reemployment. PRTs will be assigned to positions that are within their certification/licensure area(s).

B. A position vacated by a retired teacher will not be posted as provided under Article 11 if that teacher is re-employed under this Article. The teacher will be re-employed in his/her prior position.

C. PRTs will have no rights under the transfer and vacancy provisions of this Master Agreement.

D. For purposes of salary schedule placement, a PRT will be granted at least five (5) years and no more than ten (10) years' service credit upon initial employment (or reemployment) at the discretion of the Board.

E. Upon employment, PRTs will be given full credit for their educational level.

F. If the PRT is not eligible to participate in the STRS health insurance program, the retired teacher may participate in the District's health insurance program and the Board shall pay for a single health insurance benefit plan. The PRT may purchase the family plan by paying the difference between the single and family premiums. The PRT may also participate in the District's dental and life insurance programs at his/her own expense. All payments will be made through payroll deduction.

G. PRTs will be awarded one (1) year contracts that will automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111. For the purpose of PRTs, the parties expressly agree that this provision supersedes and replaces ORC 3319.11, 3319.111, 3319.112, and 3319.113.

H. PRTs are not eligible for severance pay for accumulated Sick Leave and may not participate in any future retirement incentive programs.

I. PRTs will be eligible to accumulate Sick Leave. Sick Leave shall commence at zero (0) days for PRTs. PRTs shall earn one and one-quarter (1-1/4) days of Sick Leave per month for the duration of their reemployment. PRTs may request an advance of up to five (5) days of Sick Leave, if necessary. PRTs must reimburse the Board for any advanced Sick Leave which is not earned at the time the PRT severs his/her employment with the District. The parties expressly agree that this provision supersedes and replaces ORC 3319.141.

J. PRTs may not be considered for supplemental contract positions if qualified non-retired teachers apply.

K. Subject to these provisions, PRTs are part of the bargaining unit.

L. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the Master Agreement.

ARTICLE 25. DURATION AND INTENT

A. This Master Agreement and the appendices hereto constitute the whole agreement between the Board and the Association and shall become effective July 1, 2024, and shall remain in full force and effect through June 30, 2027.

B. Should the State Employment Relations Board or any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision or portion thereof, shall be automatically terminated but all other provisions of the Master Agreement shall remain in full force and effect.

At the request of either party, the parties will meet no later than thirty (30) calendar days after the final determination of unlawfulness, to begin bargaining over its impact and to bring the Master Agreement into compliance. If the parties fail to reach agreement over the affected provision thirty (30) days after the initial bargaining session, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

C. The Board and the Association acknowledge that during the negotiations that preceded this Master Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of the Collective Bargaining Law and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Master Agreement. Any matter affecting the members of the bargaining unit not changed by this Master Agreement will remain unchanged for the period of this Master Agreement except as changed by agreement of the Board and the Association.

D. Both parties and their constituents agree to comply with the provisions of this Master Agreement. This Master Agreement shall be the base for future agreements; therefore, any item not changed by mutual agreement will automatically carry forward in writing to the next Master Agreement.

E. This Master Agreement has been adopted by the parties who authorize their representative to sign below:

FOR THE BOARD

Jeffrey Layton, Superintendent
Julie McCumber, Acting Superintendent

Jill Keller, Board President

FOR THE ASSOCIATION

Lee Kimmich, Association President

Ryan Shearer, Team Member

Wes Martin, Team Member

The Master Agreement and its Appendices were adopted by the Board at its meeting on April 30, 2024.

Resolution April 30, 2024

Jerry Bucella, Treasurer

The Master Agreement and its Appendices were adopted by the Association by written ballot counted on April 24, 2024.

Secretary

APPENDIX A

NORTHWESTERN LOCAL SCHOOLS
GRIEVANCE FORM

Name(s) of Aggrieved (i.e., Grievant(s)): _____

Step One – Informal Meeting*

On _____ [***insert date***], Grievant(s) and _____ [***insert name of Administrator***] met and held a Step One meeting.

Article(s) and/or Section(s) of the Master Agreement alleged to have been violated:

_____

Brief explanation of alleged violations(s) and suggested remedy*:

_____
_____
_____
_____

** Grievant(s) may amend the requested remedy in subsequent Steps of the Grievance Process.*

The Administrator is expected to respond to grievance within five (5) days of the meeting.

_____ _____
Grievant Immediate Supervisor

**** Grievant must request a Step One meeting with the appropriate Administrator (per Article 9, Section A.5) within 30 workdays of the incident or last occurrence giving rise to the grievance.***

Step Two – Formal Grievance^

Section(s) of Master Agreement Alleged to Have Been Violated:_____

Date, Time & Location of Occurrence:_____

Substance of Grievance – Briefly state what action or inaction you believe to be a grievance:

_____
_____
_____
_____

Relief Sought:

_____
_____
_____

Grievant's Signature:_____

Date Received By Administrator/Immediate Supervisor :_____

^ ***Grievant must submit this Grievance Form to the appropriate Administrator (per Article 9, Section A.5) within five (5) working days of the Step One deadline.***

Immediate Supervisor's Step Two Disposition^^:

_____
_____
_____
_____

Immediate Supervisor's Signature: _____

Date: _____

^^ ***Administrator/Immediate Supervisor's written response is due within five (5) working days after the Step Two meeting.***

Step Three – Superintendent's Level*

I appeal the Administrator/Immediate Supervisor's disposition to Step Three.

Grievant's Signature:_____

Date Received By Superintendent:_____

**** Grievant must appeal to Step Three within five (5) working days after receipt of the Administrator/Immediate Supervisor's written response.***

Date of Conference**:_____

***** Conference must take place within ten (10) working days of the Superintendent's receipt of the appeal.***

Superintendent's Step Three Disposition***:

_____

_____

_____

_____

Superintendent's Signature: _____

Date: _____

****** Superintendent's written response is due within five (5) working days after the conference.***

Step Four – Board Level^

I appeal the Superintendent's disposition to Step Four.

Grievant's Signature:_____

Date Received By Treasurer:_____

> ^ ***Grievant must appeal to Step Four within ten (10) working days after receipt of the Superintendent's written response.***

Date of Conference with Board^^:_____

> ^^ ***Conference must take place at the next Board meeting that occurs at least five (5) working days after the Treasurer's receipt of the appeal.***

Board of Education's Step Four Disposition^^^:

_____

_____

_____

_____

Treasurer's Signature: _____

Date: _____

> ^^^ ***Board of Education's written response is due within five (5) working days of the Board meeting at which the conference took place.***

Step Five - Mediation*
(Optional - If Grievant does not want to mediate the dispute, Grievant may move directly to Step Six based on the timelines set forth below.)

The Association and I are interested in mediating this dispute.

Grievant's Signature:_____

Date Received By Superintendent:_____

**** Grievant must notify the Superintendent of an interest in mediating within ten (10) working days after receipt of the Board's written response.***

The District **agrees / declines** [***select one***] to mediate the dispute.**

Superintendent's Signature: _____

Date: _____

***** Superintendent's response to Grievant's request to mediate is due within five (5) working days after receipt of Grievant's request to mediate.***

- ***If the Superintendent agrees to mediation, the Association and Board shall jointly contact the Federal Mediation and Conciliation Service ("FMCS") and request that a mediator be assigned. The Parties shall request FMCS to assign a mediator who is available to conduct the mediation within twenty (20) working days unless the Parties agree to extend the date.***

Date of Mediation (if applicable):_____

- ***If the Superintendent declines to mediate the dispute, Grievant's Step Five request will be converted to a Step Six request for arbitration.***

- ***If the Parties mediate the dispute but are unable to resolve the grievance through mediation, the timeline for the grievant filing a request for arbitration shall commence on the date the mediation is conducted and no resolution is reached.***

Step Six – Arbitration^

The Association and Grievant demand arbitration to resolve this dispute.

Association President's Signature:_____

Date Received by Treasurer:_____

> ***^ If satisfactory disposition is not rendered by the Board and Grievant elects to proceed directly to arbitration, or the matter is not resolved through mediation, Grievant shall, within ten (10) working days of receipt of the Board's disposition or the date of the unsuccessful mediation (whichever is applicable), forward to the Board Treasurer and the American Arbitration Association (AAA) a demand for arbitration.***
>
> ***Likewise, if the Superintendent declines to mediate the grievance as set forth in Step Five, Association President promptly forward to the Board Treasurer and the AAA a demand for arbitration.***

(Copies of this Grievance Form shall be given/sent to the Association President, Grievant and the Appropriate Administrator.)

****

Attach additional pages if necessary to complete any Section.

APPENDIX B

NORTHWESTERN LOCAL SCHOOLS
7571 N. Elyria Read
West Salem, Ohio 44287
TEACHER'S CONTRACT: _____ YEAR LIMITED

AN AGREEMENT entered into between _____, hereinafter referred to as "Teacher", and the BOARD OF EDUCATION of the Northwestern Local School District in Wayne County, Ohio: Teacher hereby agrees to teach in the Public Schools of said District for the _____ school year(s).

Teacher further agrees to abide by and maintain the rules and regulations for the government of the schools of the said District.

IN CONSIDERATION OF AND for such services, said Board of Education agrees to pay, at the Office of its Treasurer, to Teacher, the sum of _____ Dollars ($_____), annual salary.

Entered into at West Salem, Wayne County, Ohio, this ____ day of _____, 20___.

This Contract is effective

_____

and is based on ____ days.

Training _____

Experience _____
Total

Explanation of Experience

Teaching___ Service Credit ____

_____
Teacher

Northwestern Board of Education

_____
President

_____
Treasurer

KEEP ORIGINAL FOR YOUR RECORDS; RETURN COPY TO TREASURER

APPENDIX C

NORTHWESTERN LOCAL SCHOOLS
7571 N. Elyria Read
West Salem, Ohio 44287
TEACHER'S CONTRACT: CONTINUING

AN AGREEMENT entered into between _____, hereinafter referred to as "Teacher", and the BOARD OF EDUCATION of the Northwestern Local School District in Wayne County, Ohio: Teacher hereby agrees to teach in the Public Schools of said District from the date of this Contract until he/she resigns, elects to retire, is retired pursuant to ORC 3307.37, or until said Contract is terminated or suspended as provided by law.

Teacher further agrees to abide by and maintain the rules and regulations for the government of the schools of the said District.

IN CONSIDERATION OF AND for such services, said Board of Education agrees to pay, at the Office of its Treasurer, to Teacher, the sum of _____ Dollars ($_____), annual salary.

Entered into at West Salem, Wayne County, Ohio, this ____ day of _____, 20___.

This Contact is effective

_____

and is based on ____ days.

Training _____

Experience _____
Total

Explanation of Experience

Teaching___ Service Credit ____

_____
Teacher

Northwestern Board of Education

_____
President

_____
Treasurer

KEEP ORIGINAL FOR YOUR RECORDS; RETURN COPY TO TREASURER

APPENDIX D

NORTHWESTERN LOCAL SCHOOLS
7571 N. Elyria Read
West Salem, Ohio 44287

LIMITED CONTRACT FOR SUPPLEMENTAL DUTIES

AN AGREEMENT entered into between _____ ("Employee") and the BOARD OF EDUCATION of the Northwestern Local School District in Wayne County, Ohio. Employee hereby agrees to perform supplementary services described below for the _____ school year, and will conduct such service under guidelines established by the Northwestern Local Board of Education.

Services to be performed and salary received is as follows: _____

_____.

It is clearly understood that the _____% deduction for the State Teachers Retirement System or the School Employees Retirement System is a part of this Contract.

Entered into at West Salem, Wayne County, Ohio, this ____ day of _____, 20___.

_____
Employee

Northwestern Board of Education

_____
President

_____
Treasurer

KEEP ORIGINAL FOR YOUR RECORDS; RETURN COPY TO TREASURER

APPENDIX E

NORTHWESTERN LOCAL SCHOOLS
7571 N. Elyria Read
West Salem, Ohio 44287

SALARY NOTIFICATION: CERTIFICATED/LICENSED STAFF

To _____ Date _____

In accordance with ORC 3319.12, you are hereby notified that your salary for the school year _____ will be _____ ($_____) beginning _____ and ending _____.

Entered into at West Salem, Wayne County, Ohio, this ____ day of _____, 20___.

Basis of Compensation

Degree Status _____

Regular Service Credit _____

Military Service Credit _____

Total Years: _____

Northwestern Board of Education

_____
President

_____
Treasurer

APPENDIX F

NORTHWESTERN LOCAL SCHOOLS
7571 N. Elyria Road
West Salem, Ohio 44287

ONE-YEAR LIMITED TUTOR CONTRACT

AN AGREEMENT entered into between _____, hereinafter referred to as 'Tutor," and the BOARD OF EDUCATION of the Northwestern Local School District of West Salem, in Wayne County, Ohio; Tutor hereby agrees to tutor in the Public Schools of said District on an as-needed basis for the _____ school year.

It is anticipated that T will be employed _____ **(#.##)** hours per day, _____ **(#)** days per week, _____ **(###)** worked may vary, depending upon the needs of the District.

Tutor further agrees to abide by and maintain the rules and regulations for the government of the Schools of the said District.

IN CONSIDERATION OF AND for such services, said Board of Education agrees to pay, at the Office of its Treasurer, to Tutor, the sum of _____ Dollars, **($ ##.##**) per hour.

Entered into at West Salem, Wayne County, Ohio, this ____ day of _____, 20__.

This Contract is effective:

(beginning date through ending date)

_____
Tutor

_____
Date Signed

NORTHWESTERN BOARD OF EDUCATION

_____
President

_____
Treasurer

SIGN BOTH COPIES: RETURN ONE COPY TO THE OFFICE OFF THE TREASURER

APPENDIX G

Intent/Expression of Interest Form - Certified

Northwestern Local Schools has an ongoing desire to align employee interests to potential position openings. Therefore, we are sending this annual notice as a method to solicit employee feedback as far as individual interests for the ensuing school year as well as future interests.

Please complete this form and e-mail it to the Executive Secretary to the Superintendent by March 1.

Employee Name:_____
Current Assignment:_____
Current Supplemental Contract(s):_____
_____

Building Preference (please check one):

- o Elementary School
- o Middle School
- o High School
- o District

Grade Level Preference: _____

Subject Placement (if applicable): _____

Preferred Assignment(s): _____

Supplemental Contract Interest(s): _____

Please share any other interests you may have:

_____

_____

_____

_____

Completion of this form is voluntary

APPENDIX H

NORTHWESTERN LOCAL SCHOOL DISTRICT
LEAVE FORM

Name _____ S.S.# _____

Date(s) of Leave _____ Number of Days _____

Substitute's Name _____

		Please check one of the following: SICK LEAVE (Check reason for using sick Leave)	9	☐	PROFESSIONAL LEAVE Is a Substitute Necessary? ____
1	☐	Illness, Injury or Death of Immediate Family _____ (name & relationship)			MEETING NAME: _____ MEETING LOCATION: _____
		If medical attention was obtained while on leave, the name and address of the attending physician must be listed here. _____			How do you anticipate incorporating the agenda of this meeting into your area of professional responsibility? _____ _____
		An employee out for more than ten (10) consecutive work days due to personal issues/serious health condition must provide a return to work statement from his/her health care provider.			FUND FUNC OBJ SCC SUBJ OPU IL JOB _____ _____ _____ _____ _____ _____ ___ _____ JOB FUND FUNC OBJ SCC SUBJ OPU IL _____ _____ _____ _____ _____ _____ ___ ___
12	☐	ASSAULT LEAVE (Attach Certificate)			ESTIMATED COSTS Registration Fee $_____ Pd ____P.O.____ Transportation Costs (IRS Rate) $ _____ Lodging, Meals & Incidental Expenses $ _____ ($214 max per day) **OR** Meals Only $ _____ ($64 max per day) Total Estimated Expenses: $ _____ EMPLOYEE REIMBURSEMENT COST Registration Fee $_____ Pd ____P.O.____ Transportation Costs (IRS Rate) $ _____ Lodging, Meals & Incidental Expenses $ _____ ($214 max per day) **OR** Meals Only $ _____ ($64 max per day) TOTAL ACTUAL REIMBURSEMENT EXPENSE: $ _____
7	☐	PERSONAL LEAVE			
13	☐	COMPULSARY LEAVE (Attach notice or subpoena)			
2	☐	EMERGENCY AND HAZARDOUS LEAVE			
3	☐	ASSOCIATION LEAVE President's Signature: _____			
6	☐	UNPAID CHILD CARE LEAVE (Attach Certificate)			
5	☐	FAMILY AND MEDICAL LEAVE (Attach Certificate)			
		When an employee is absent for more than ten (10) consecutive work days, the absence will be presumed to be covered by FMLA and the teacher will be sent a notice of eligibility. The employee will have fourteen (14) days to notify the Board Treasurer if the employee does not believe the leave falls under FMLA.			
8	☐	EXTENDED LEAVE (State Type): _____			
4	☐	MILITARY LEAVE (Attach Order)			
15	☐	UNPAID SHORT-TERM LEAVE			
14	☐	COMP TIME			
11	☐	VACATION LEAVE (Support Staff Only)			

_____ _____
Employee Signature Date

	Signature	Date	Approved	Disapproved
Principal	_____	_____	_____	_____
Superintendent	_____	_____	_____	_____
Board Treasurer	_____	_____	_____	_____

White – Board Office Copy

APPENDIX I

Summary of Benefits and Coverage

	In Network	**Out of Network**
Annual Deductible – Single	$500	$1,000
Annual Deductible – Family	$1,000	$2,000
Coinsurance	90%	80%
Out of Pocket Maximum – Single (Family)	$750 ($1,500)	$1,500 ($3,000)
Total OOP: Ded Incl / Ded Excl	Deductible Included	Deductible Included
Preventative Care	100%	Ded & Coins
Prescription Drugs: - **Retail** - **Mail Order**	80% - 20% up to OOPL of $500/$1,000 - 20% up to OOPL of $500/$1,000	Not Covered

APPENDIX J

Verbal Warning Form

Name of staff member: _____

Date of Verbal Warning: _____

Date/Time, Location, and General Description of Misconduct

_____
_____
_____
_____

Direction Provided:

_____
_____

_____ _____

Staff member's signature Administrator's signature

*Signatures on this form acknowledge a verbal warning was issued. However, the staff member's signature shall not be construed as evidence that the staff member agrees with the discipline.

APPENDIX K

Letter of Intent

The Northwestern Local School District Board of Education ("Board") and the Northwestern Local Education Association Unit #1 (Certified) ("Association") are parties to a Master Agreement ("Agreement") that is in effect from July 1, 2024, through June 30, 2027. The parties agree that while the terms set forth below are not to be considered a part of the Agreement and are not subject to the Agreement's grievance procedure, it is the intent of the parties to follow and be bound by the terms set forth below.

1. Annually, the District will provide training to staff on the legal issues associated with the use of personal communication devices (e.g., employees' personal mobile phones and other portable computing devices). The training will address issues related to employees' compliance with state and federal laws, and will include, at a minimum, the definition of public records and student education records, the legal responsibilities associated with the creation and retention of such records, and related professional and/or ethical issues associated with the use of personal communication devices. The training will also reference relevant provisions of the Master Agreement and identify how those provisions are implicated by the use of personal communication devices.

2. The District will provide relevant training to employees who use its communications systems (including both hardware and software) to perform their job responsibilities.

3. The Association will provide bargaining unit members with guidance and training on the use of, and potential liability associated with, the use of personal communication devices.

This Letter of Intent is not intended as precedent setting and shall not constitute a past practice.

In all other respects, the terms of the Master Agreement remain unchanged and are in full force and effect for the remainder of its term.

This Letter of Intent is entered into on this ____ day of January, 2024.

NORTHWESTERN LOCAL EDUCATION ASSOCIATION	NORTHWESTERN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
BY: _____	BY: _____
NWLEA Unit #1 President	Northwestern Superintendent

APPENDIX L

Letter of Intent

The Northwestern Local School District Board of Education ("Board") and the Northwestern Local Education Association Unit #1 (Certified) ("Association") are parties to a Master Agreement ("Agreement") that is in effect from July 1, 2024, through June 30, 2027. The parties agree that while the terms set forth below are not to be considered a part of the Agreement and are not subject to the Agreement's grievance procedure, it is the intent of the parties to follow and be bound by the terms set forth below.

> Both the Board and the Association agree to coordinate, to the extent possible while maintaining contractual timelines, the dates/times for scheduling meetings that require the representation of a member(s) in order to limit the interruption of student learning and completion of staff responsibilities. The Association, when possible, will provide the administration with a two (2) workday notice of the names of the Association members who will be attending such meetings.

This Letter of Intent is not intended as precedent setting and shall not constitute a past practice.

In all other respects, the terms of the Master Agreement remain unchanged and are in full force and effect for the remainder of its term.

This Letter of Intent is entered into on this _____ day of January, 2024.

NORTHWESTERN LOCAL EDUCATION ASSOCIATION	NORTHWESTERN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
BY: _____	BY: _____
NWLEA Unit #1 President	Northwestern Superintendent

APPENDIX M

Letter of Intent

The Northwestern Local School District Board of Education ("Board") and the Northwestern Local Education Association Unit #1 (Certified) ("Association") are parties to a Master Agreement ("Agreement") that is in effect from July 1, 2024, through June 30, 2027. The parties agree that while the provision set forth below is not to be considered a part of the Agreement and is not subject to the Agreement's grievance procedure, it is the intent of the parties to follow and be bound by it.

> The Board shall strive to provide teachers the annual salary notice required by Ohio Revised Code Section 3319.12 no later than the last teacher work day of each school year.

This Letter of Intent is not intended as precedent setting and shall not constitute a past practice.

In all other respects, the terms of the Master Agreement remain unchanged and are in full force and effect for the remainder of its term.

This Letter of Intent is entered into on this _____ day of January, 2024.

NORTHWESTERN LOCAL EDUCATION ASSOCIATION	NORTHWESTERN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
BY: _____	BY: _____
NWLEA Unit #1 President	Northwestern Superintendent

NOTES

CERTIFICATE
(Ohio Revised Code 5705.412)

Northwestern Local School District
Board of Education
&
Northwestern Local Employees Association / OEA /NEA Unit #1 (Certified Staff)
Master Agreement July 1, 2024-June 30, 2027

IT IS HEREBY CERTIFIED that the Northwestern Local District Board of Education has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the current fiscal year and the succeeding fiscal year, the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

Northwestern Local School District
Board of Education

April 30, 2024
Date

President, Board of Education

Treasurer

Superintendent