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MASTER AGREEMENT

between the

NORTH RIDGEVILLE EDUCATION ASSOCIATION

and the

NORTH RIDGEVILLE BOARD OF EDUCATION

July 1, 2024 to June 30, 2027

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ARTICLE 1 RECOGNITION

1.01 The North Ridgeville Board of Education, hereinafter the "Board" hereby recognizes the North Ridgeville Education Association ("NREA"), hereinafter the "Association," as the sole and exclusive bargaining representative, for the purpose of and as defined in Chapter 4117 Ohio Revised Code, for all certificated/licensed employees (pursuant to O.R.C. 3319.09) who work fifteen (15) hours or more per week for the regular work year, including long-term substitutes (substitute teachers who are employed in one assignment for sixty (60) or more consecutive days). Excluded from the bargaining unit are persons employed pursuant to O.R.C. 3319.02 (administrators, supervisors), and casual or day-to-day substitutes. During periods of posting, screening and interviewing, a substitute may be placed in a position until a final selection is made; such persons are not members of the bargaining unit. The Employer recognizes that Association representation will include any newly created certificated/licensed position as defined above.

1.02 There will be no fewer than one hundred ninety (190) bargaining unit positions during the term of this Agreement.

ARTICLE 2 NEGOTIATIONS PROCEDURES

2.01 Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party no later than March 15 in the year of the expiration of the contract, outlining their intent to bargain as defined in Chapter 4117.14 O.R.C.

2.02 Within ten (10) working days of transmittal of said submission letter, the parties shall agree to a date, time and place for the first negotiations session. The first negotiations session shall be scheduled within thirty (30) calendar days from the date of the letter requesting negotiations. At any negotiations session, either party may be represented by no more than eight (8) representatives.

2.03 If after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation; either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If a party calls for mediation involvement, the other party shall join in a joint request.

2.04 The Board and Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C.

2.05 Before any change in wages, hours, and terms and conditions of employment the parties agree that the Superintendent will meet with the Association to discuss any proposed change.

ARTICLE 3 GRIEVANCE PROCEDURE

3.01 Definitions

A. "Association" shall mean the North Ridgeville Education Association (NREA).

B. "Administration" shall mean the Superintendent, Assistant Superintendent, Principals, Directors, Assistant Principals, Supervisors and members of the Administrative Staff.

C. "Board of Education" and "Board" shall mean the North Ridgeville City Board of Education.

D. "Days" shall mean school days during the regular school year. "Days" shall mean calendar days during the summer recess when regular classes are not in session.

E. "Grievance" shall mean a claim by a bargaining unit member, group of bargaining unit members and/or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Master Agreement. Neither the Non-renewal nor the Termination of a bargaining unit member's contract shall be a valid grievance. However, the procedural aspects of a non-renewal are a valid grievance.

F. "'Grievant" shall mean bargaining unit members or the Association. (Where more than one person is a grievant, each shall sign the grievance. In such circumstances the grievance shall be processed as one grievance.)

G. "Immediate Supervisor" shall mean the administrator having immediate supervisory responsibility over the grievant.

3.02 Purpose

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that the processing of grievances will be kept as confidential as is possible and processed as expeditiously as possible.

B. Nothing herein contained shall be construed as limiting the right of any bargaining unit member having a concern to discuss that matter informally with any appropriate member of the administration, and having the concern addressed without intervention of the Association; provided that any resolution is not inconsistent with the terms of this agreement, and that the Association has been given the opportunity, if the bargaining unit member so requests, to be present at any such meeting.

3.03 Structure

A. The representative(s) of the Association may handle the grievance(s) when requested by the grievant.

B. Each building principal shall be notified in writing by October 1st of each year of the names of the Association Building Representatives.

C. The grievant may be represented at all formal levels of the grievance procedure by a designee(s) of the Association of his/her choice.

3.04 Grievance Form

A. Written grievances as required herein shall:

1. Be signed by the grievant, or grievants, and the Association President.

2. Be specific, including specific reference to the section of this Agreement allegedly violated.

3. Include a statement of grievance.

4. Contain a synopsis of the facts giving rise to the alleged violation (misapplication or misinterpretation).

5. Contain the date of the alleged violation.

6. Specify the relief requested.

B. A digital version of the grievance form will be available on the District intranet.

3.05 Time Limits

A. The number of days indicated at each step in the procedure shall be the maximum, but may be extended by written mutual agreement.

B. If the grievant does not present a written grievance within twenty (20) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition of that step and further appeal shall be barred.

D. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

E. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand-delivered or mailed by certified mail, return receipt requested.

F. Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year.

G. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be preset to attend, but not during the school day, unless the parties otherwise agree.

3.06 Procedure

A. Informal Procedure

In the event that a bargaining unit member believes there is a basis for a grievance, he/she shall discuss the alleged grievance with the immediate supervisor or the administrator directly involved. The bargaining unit member, in his/her sole discretion, may be accompanied by a representative of his/her choosing.

The informal discussion shall be held by the administrator or immediate supervisor within five (5) days of the request for said meeting. The date of the informal discussion shall be recorded.

B. Formal Procedure Step 1

1. If the grievance is not resolved to the grievant's satisfaction at the Informal Level, or if no discussion is held within the timelines specified in 3.06 A, the grievance may be pursued further. The grievant shall complete Grievance Form A and shall submit it within five (5) days of the informal discussion (or within five (5) days of the date on which the discussion should have occurred) referred to in 3.06 A to his/her immediate supervisor in duplicate.

2. Within five (5) days of the receipt of Grievance Form A, the immediate supervisor shall meet with the grievant and his/her representative. The immediate supervisor shall write his/her disposition of the grievance on the grievance form and shall forward it to the grievant and the Association President and the Superintendent within five (5) days of the Step I meeting.

C. Formal Procedure Step 2

1. If the grievant is not satisfied with the Step I disposition of the grievance, or if no disposition has been made within the required time limits, the grievant shall within five (5) days complete Grievance Report Form B and shall submit said form to the Superintendent or his/her designee.

2. Within five (5) days of the receipt of Form B the Superintendent and/or his/her designee shall meet with the grievant and his/her Association representative or designee in an effort to resolve the grievance.

3. Within five (5) days of the meeting, the Superintendent or his/her designee shall indicate in writing his/her position by completing Grievance Report, Form B, and forwarding it to the grievant and the Association representative.

D. Formal Procedure Step 3

1. If the grievant and the Association are not satisfied with the disposition made by the Superintendent or his/her designee, or if no, such disposition has been made within the time limits as stated within this agreement, whichever comes first, the grievance may, within ten (10) school days during the school year or fourteen (14) calendar days during the summer recess be submitted to arbitration before an impartial arbitrator. A grievance can only be submitted to arbitration with the approval of the Association Executive Committee. Such committee shall determine if a grievance has sufficient substance and credibility to proceed to arbitration.

2. To submit the grievance to arbitration, the grievant shall complete Grievance Report Form C and shall file said form together with completed Forms A and B, and the letter of appeal to the American Arbitration Association with the Superintendent.

3. The Board and Association agree to use the following arbitration procedures:

   a. The Association may appeal the grievance to the impartial arbitrator in accordance with the rules of the American Arbitration Association. The appeal shall be in writing with a copy served upon the Superintendent or his/her designee the same day the appeal is sent to the American Arbitration Association (AAA). The letter to AAA shall request a list of nine (9) arbitrators from which each party may strike any names to which it objects, numbering the remaining names to indicate the order of preference. AAA shall select the arbitrator, if any, who has the highest ranking on both lists. If the parties fail to agree upon an arbitrator from the first list, a second list shall be submitted to the parties from AAA, which shall include seven (7) names of arbitrators

from which the parties shall alternatively strike names until one (1) name remains. That person shall be appointed as the arbitrator by AAA.

b. The arbitrator shall conduct the hearing and issue his/her award in compliance with the Voluntary Rules of the American Arbitration Association. The arbitrator will render his/her written decision and award no later than forty-five (45) calendar days following the closing of the record on the case.

c. The arbitrator's decision shall be final and binding on the Association, the members it represents, the grievant, and the Superintendent and Board of Education.

d. The arbitrator shall have the power to render an award but shall not have the power to change, alter, or amend in any way the provisions of this agreement.

e. The cost for the services of the arbitration shall be paid by the losing party.

f. No teacher may be represented by any person or organization other than the Association in any grievance initiated pursuant to this agreement.

g. If a written record of the arbitration hearing is requested by either party, such cost shall be paid by the requesting party.

3.07 Miscellaneous

A. If multiple grievances arise, all shall be numbered in consecutive order beginning with the number following that of the last filed grievance.

B. Any grievance which arises during the life of this agreement may be processed until resolution in accordance herewith notwithstanding the expiration of this agreement.

C. Nothing contained in this Procedure shall be construed as limiting the individual right of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

D. The Professional Rights and Responsibilities Committee of the Association retains the exclusive right to determine whether a grievance may be filed and/or appealed from one step to the next step of the Formal Procedural Steps.

E. Grievances shall be filed with the lowest level person having authority to resolve the grievance.

F. A bargaining unit member engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties without loss of salary.

G. Should a grievant leave the employment of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be waived unless there are unusual circumstances.

H. No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.

I. The moving party may withdraw the grievance with or without prejudice at any time.

ARTICLE 4 REDUCTION IN FORCE AND SENIORITY

4.01 A reduction in force shall be defined as the abolishment or reduction of a bargaining unit position and a corresponding suspension of contract, in whole or in part. Prior to any formal action to authorize a reduction in force by suspension of contracts, the Board shall give a minimum of twenty (20) school days' advance notice in writing to the Association President. Such notice shall include the reason(s) for the reduction, the number of positions affected, and their location by building and department or grade level. The number and type of bargaining unit positions required to implement the District's educational program will be determined annually by the Superintendent and reviewed by the Board of Education. Reasons for reduction in force by suspension of teaching contracts (layoffs), in whole or in part, shall not be limited by the provisions of O.R.C. 3319.17.

A. Board action to suspend contracts for reduction in force under this Article shall only occur during the month of May for reductions to be effective at the start of the succeeding school year, except for reductions occasioned by a teacher's return from a leave of absence.

B. Prior to Board action suspending contracts, all internal assignments, reassignments, and / or transfers will be finalized to the extent possible and any affected or potentially affected bargaining unit members will be provided notice and a list will be provided to the Association President.

C. The number of persons affected by a reduction in force will be kept to a minimum or avoided by not employing replacements insofar as practical for employees who retire or resign or whose limited contracts are not renewed. To achieve educational aims, however, it may be necessary to hire some replacements for some positions if other employees in the system do not possess the certification/licensure, qualifications and experience for the position and the position is one that needs to be filled. Attrition, moreover, may not be sufficient to accomplish a reduction in force in full.

4.02 Effect of Seniority

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. The application of the term "comparable" as applied to teacher evaluations, shall occur pursuant to the Board adopted, standards-based teacher evaluation policy defining that term.

Comparability will be determined in relation to the effectiveness ratings defined in the Board's standards-based teacher evaluation policy included in this agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112.

For purposes of reduction in force, bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES members), decisions on layoff, retention, and recall will be in accordance with seniority as determined by Article 4.03 D.

In those instances where seniority is involved (i.e., when selecting from teachers with comparable evaluations), any layoff affecting bargaining unit members holding continuing contracts or bargaining unit members holding limited contracts at the time of the reduction in force shall be made within affected teaching field or service areas, giving preference to bargaining unit members on continuing contracts and bargaining unit members with greater district-wide seniority.

4.03 Recall List

A. Bargaining unit members whose contracts are suspended shall be placed on a recall list for a period of forty-eight (48) months and shall have the right to restoration to service status when positions become available for which they are certified/licensed at the time of the reduction, except that bargaining unit members whose continuing contracts are suspended shall have priority over bargaining unit members whose limited contracts are suspended. Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between members with comparable evaluations. When selecting among members with comparable evaluations, bargaining unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are licensed/certificated.

1. A bargaining unit member whose contract was suspended in whole or in part by reason of reduction in force shall be offered the opportunity to be called as a substitute or long-term substitute within his/her area of certification/licensure before a non-bargaining unit member.

2. The refusal of a bargaining unit member, whose teaching contract has been suspended by reason of a reduction in force, to accept an offer to substitute shall

not waive his/her recall rights under Article 7 nor his/her right to substitute as set forth above.

3. The refusal or acceptance of less than full time bargaining unit position by a teacher on the recall list shall not affect continued recall rights.

4. When vacancies arise to be filled through recall, the vacant position will be filled in accordance with Article 7 and this Article, provided that the filling of a position using the Article 7 procedure does not deprive a bargaining unit member on the recall list, properly certified/licensed to fill the vacancy, of a position.

5. When, after RIF, a bargaining unit member is recalled to an area with previously unused certification/licensure, or is re-entering an area after an absence of three (3) years' duration, that bargaining unit member will be assigned to a position after the assignments of existing bargaining unit members in that area have been made in accordance with Article 7.

B. Nothing contained in this Article shall abridge the Board's right to terminate the services of bargaining unit members employed or recalled by the Board to fill a vacancy caused by another member who is on a leave of absence for sixty (60) or more contractual days upon that member's return to service. Long term substitutes employed to fill such vacancies occasioned by the leave of a regular bargaining unit member shall have no recall rights.

C. Waiver of Recall Rights

Failure to accept recall as provided herein after the notice of recall shall constitute forfeiture of the right granted herein. The bargaining unit member shall notify the Superintendent of his/her decision to accept or reject recall within ten (10) calendar days from the date of first attempted delivery of the notice of recall which shall be by certified mail. In the event the bargaining unit member's notice of rejection of recall is not timely received, the bargaining unit member will be considered to have waived further recall rights.

D. Seniority

For purposes of this Agreement, greater seniority of a bargaining unit member is defined to mean the length of continuous and uninterrupted service by the bargaining unit member in the North Ridgeville City School District.

1. Length of continuous service will not be interrupted or affected by authorized leaves of absence nor by layoff of not more than forty-eight (48) months due to a reduction in force.

For purposes of this provision only, continuous service is not affected by an interruption in service in the district of one semester or less.

2. Bargaining unit members who work less than a full contract year shall be credited with the actual service performed for the District. For example, a bargaining unit member who works 120 days will be credited with a year of continuous service. Bargaining unit member who work at least half a day each day shall receive a full year's service credit. Bargaining unit members who work at least half a day for (1) semester shall receive a half-year service credit. Bargaining unit members who work a half day for less than a semester shall receive no service credit. Bargaining unit members shall not earn seniority while on unpaid leave of absence, unless that absence occurs in conjunction with approved FMLA leave.

3. Within the priorities as stated, bargaining unit members will be ranked for seniority purposes according to the following criteria:

   a. Greater seniority of the bargaining unit member which is defined in 4.02 D;

   b. Date of hire;

   c. Date of initial licensure by the Ohio Department of Education;

   d. Date of application received; and

   e. Any remaining ties will be resolved by a coin toss.

4.04 Unemployment Benefits

The Board shall not penalize or discriminate against any employee for his/her right to collect unemployment compensation and shall cooperate with the Ohio Bureau of Employment Services in providing those benefits to laid-off employees.

ARTICLE 5 ASSOCIATION RIGHTS AND PRIVILEGES

Recognition of the Association as the bargaining agent for members of the bargaining unit entitles the Association to the rights set forth below. Other organizations who seek to use Board buildings and facilities must comply with Board policy in these areas.

5.01 Use of School Buildings by the Association

A. The Association and its representatives shall, after submission of a building permit, have the right to use school building facilities when such facilities are not already in use. This shall be free of charge except if additional special custodial service is

required. The Board may then make standard charges as provided in the Building Use Policies.

B. The Association may conduct Association business on school property providing such business shall not interfere with or interrupt normal school operations.

5.02 Use of Equipment, etc.

A. The Association shall have the right to use school equipment on school premises for Association purposes when such equipment is not otherwise in use.

B. Supplies for such equipment use will be furnished or paid for by the Association.

C. The Association shall pay the cost of repair or replacement of equipment damaged as a result of misuse while performing Association work.

D. The Association will be provided an exclusive number for copy machine usage. This number will be the same throughout the District.

5.03 Bulletin Board Usage

Separate bulletin board space shall be designated in the teachers' lounges in each building for general use of the Association. Materials shall be posted at the discretion of the Association.

5.04 Mail and Courier Service

The Association shall be authorized to use inter-and intra-school mail service and teachers' mailboxes, email and faculty bulletins for dispersal of Association materials. Such materials shall be dispersed at the discretion of the Association representative. The Association will provide courtesy copies of non-confidential materials to building principals at the time materials are given to members.

5.05 Association Members Attending Meetings

A. The Board of Education may grant, without loss of pay and with substitute provided, Association members elected to a state or national office of Association-affiliated organizations, or serving as delegates, to attend the meetings of these organizations within a five (5) day limit per year.

B. The Board shall grant a maximum of eight (8) days per school year of paid leave, with substitutes provided by the Board, for use by the Association to attend meetings of Association -related organizations. The president of the Association shall notify the

superintendent at least ten (10) days in advance of the meeting, of the names of the Association member(s) who will use the leave day(s).

5.06 Board Policy Handbook (See Consensus Statement)

The Board will continue to provide its Policy Handbook online. However, changes or additions to Board Policy shall be provided in a timely manner to the Association President following Board action on same.

5.07 Telephone

Telephone usage may be during the lunch period, preparation period, before and after school and other times as approved by the building principal. It is understood that toll calls made by a bargaining unit member shall be collect or billed to the member unless the reason for the call relates to school business. In each building a telephone will be located in a place where private conversation is possible.

5.08 Board Meeting

A. Notification of School Board Meetings. The Association President shall receive notice of any regular or special Board meeting in accordance with the directives of the 'Sunshine Law'. Such notification may be made to the Association President electronically.

B. School Board Agenda. The Association President shall receive an advance copy of the agenda together with agenda attachments for each Board meeting. Such agenda shall be sent to the Association President via email at the same time it is provided to the Board and posted to the District Website within 48 hours. Minutes of the Board meeting will be made available to the Association President upon request.

5.09 Personnel Directory

The President of the Association shall be provided with the directory of all current bargaining unit employees as soon as the directory is prepared for each school year. Names and addresses of newly employed members of the bargaining unit shall be provided to the Association President following Board approval of their employment. The President will be provided with an individual phone and phone line.

5.10 Copies of Contract

Within thirty (30) days of ratification, the contract will be available to all members of the bargaining unit. Printed copies will be given to all executive board members, building representatives, new teachers, or any member by request.

5.11 Release Time for President

Upon request, every effort will be made to schedule non-student contact time for the Association President at the end of each school day. The Association President will not be assigned a duty. Every effort will be made to allow the Association President to communicate with members in other buildings. The Board of Education shall provide the Association President ten (10) days of release time to conduct Association Business. These days will be scheduled by the Association and communicated to the Treasurer.

ARTICLE 6 PROFESSIONAL DUES

6.01 A master list of the Association members desiring payroll deductions will be in the Treasurer's Office no later than October 15 of any year. Payroll deductions will be in equal amounts from each pay beginning with the first pay date in November and continuing through the last pay date in May.

6.02 Exclusive recognition shall entitle the Association to payroll deduction of membership dues for members only (or fair share fees, if applicable under law.)

6.03 The Treasurer will deduct the regular membership dues of the United Teaching Profession from the salaries of those members who authorize such deductions. Such dues deduction authorization shall continue until such time that the individual gives written notice to the Treasurer to discontinue such deduction or employment with the Board terminates.

The time period for written notification for the discontinuance of dues deductions shall be during the first seven (7) work days of September.

6.04 The Association shall be responsible for meeting the specific timelines as set forth in this article. If the timelines are not adhered to by the Association, the Treasurer of the Board shall not be required to follow the strict timelines regarding the beginning dates for payroll deductions. However, the Treasurer of the Board will begin such deductions not later than thirty (30) calendar days after receipt of the required information from the Association.

ARTICLE 7 VACANCIES, ASSIGNMENTS AND TRANSFERS

7.01 For purposes of this Article, "transfer" refers to moving a bargaining unit member to a different building. "Assignment" refers to placing a bargaining unit member in a different position within the same building for which they are licensed/certificated. Changes in assignment will be made only after discussion with the affected bargaining unit member. Specialist teachers and district-wide staff (i.e., Speech Pathologists, Guidance, Nurses, Psychologists, etc.) may be placed throughout the District based on staffing needs and will be consulted annually on their assignment. The Superintendent/designee will notify

the Association President in writing of all implemented transfers and changes in assignment.

With respect to transfers, the following will apply:

7.02 Administrator-Initiated Transfers

A. Prior to an involuntary transfer, principals shall consider the Request for Change of Assignment Forms on file prior to reassignment reason(s) for recommending a bargaining unit member's transfer in writing and discuss the reason(s) with the staff member involved.

B. If all constructive means attempted to address the situation are ineffective, a transfer may be initiated by the principal/principals through the Superintendent following collaboration with the bargaining unit member involved.

C. Such involuntary transfers will not be made for arbitrary or capricious reasons. A bargaining unit member being involuntarily transferred may choose to resign and the Board will consent to such voluntary termination under Ohio Revised Code Section 3319.15.

7.03 Central Office Initiated Transfer for School Organizational Purposes/Enrollment

A. A transfer for school organizational purposes is defined as a transfer of a bargaining unit member due to fluctuations in enrollment, movement of an entire grade level to another building, or a building closure or opening that necessitates a reorganization of grade and building assignments, or other operational exigencies. Such transfers will be made only after discussion with the affected bargaining unit member, with the reason(s) for the transfer given in writing.

B. The affected bargaining unit member shall be given an opportunity to discuss available positions for which the bargaining unit member may qualify.

C. In the absence of volunteers, seniority shall control in determining who shall be transferred out of a building when such transfer is necessitated by changes in student enrollment.

D. In situations where the Central Office transfers an entire grade level(s) from one building to another building, the bargaining unit members affected may exercise any one of the following options:

1. To be assigned to the building where their current grade level is being moved.

2. To stay in the building to which they were assigned prior to the Central Office action and be reassigned to a vacancy, as defined in 7.04 A., in a grade level which will be maintained at that building. Bargaining unit member preference as to the new grade level assignment will be given consideration by the building principal.

3. The administration will consider any Request for Change in Assignment Forms on file for affected or potentially affected bargaining unit members.

E. If any of the affected buildings become overstaffed because of the options exercised by bargaining unit members listed in 7.02 (D) above, the least senior bargaining unit member(s) shall be subject to transfer in accordance with 7.02 (C).

F. Bargaining unit member affected by the Central Office action of transferring grade levels from one building to another will not be involuntarily transferred for a period of one (1) school year except to recall bargaining unit members from the Reduction in Force list.

7.04 Bargaining Unit Member Initiated Transfers

A. Requests by a bargaining unit member for transfer to a different class, building or position shall be made in writing, on a "Request for Change in Assignment" Form (See Appendix I), and filed with the office of the Superintendent no later than the first Friday in February. The Form shall set forth the school and grade(s), building(s) and/or subject(s) sought. Such requests will remain valid for one (1) year or until withdrawn by the bargaining unit member within that year. A copy of all requests will be provided to the Association President. Upon notification to the Association President, filing may be made electronically during the term of this Agreement.

B. Request for Change in Assignment Forms on file will result in automatic consideration of the bargaining unit member for any posted vacancy. However, any bargaining unit member may apply for a posted position in accordance with this Article. All current bargaining unit members who either apply or have filed a Request for Change in Assignment Form will be granted an interview.

Such interviews will not be required where the bargaining unit member has previously been interviewed for the same grade level or subject area position (i.e., "3rd Grade Teacher") in the prior twelve (12) month period.

C. Prior to making any transfer determinations, the administration will consider any Request for Change in Assignment Forms on file for affected or potentially affected bargaining unit members.

7.05 Filling Vacancies

A. A vacancy is defined as a bargaining unit position which the administration intends to fill which is either newly created or which is vacant because of death, retirement, resignation, termination, non-renewal, or where a position has become open following a transfer or transfers.

B. All vacant bargaining unit positions shall be posted for a period of at least five (5) calendar days (excluding weekends and holidays) on the District website, and by electronic mail to the District email account of all bargaining unit members.

1. This provision shall in no way limit the authority of a building administrator to reassign staff within his/her building prior to the posting of a position, nor are such administrative reassignments subject to committee review.

2. All withdrawals of postings or amended postings will take place during the five (5) day posting period when possible. The Association will be consulted when there is an amendment or withdrawal after the five (5) day posting period and no posting will be created in an arbitrary or capricious way denying any bargaining unit member their rights. No amendment of a posting will take place after a twenty-five (25) day period following the expiration of the original posting.

3. Any vacancy arising after July 31st need not be posted and may be filled by a long-term substitute. If filled by a long-term substitute, the position will be posted in advance of the following school year.

4. The candidacy of both internal and external candidates may be evaluated simultaneously.

5. The Board is not required to re-post for vacancies occurring in specific grade level or subject area positions which have previously been posted within a given academic year.

C. Vacancies will be posted on the basis of certification/licensure. Supplemental contracts may be included in the posting only if the supplemental position is considered an inseparable part of the assignment, such as in the case of extended days.

D. Notification of vacancies shall be forwarded to the Association President, thereby constituting the position having been posted. The posting of each vacancy shall include:

1. Certification/Licensure;

2. Building of assignment;

3. Subject and/or grade level;

4. Deadline for application;

5. Supplemental (where applicable only in accordance with 7.04 C, above); and

6. Specific competencies for the position.

E. When filling posted vacancies, the Superintendent will recommend the most qualified applicant. For purposes of this Article, "qualifications" means appropriate certification/licensure, highly qualified status, and specific competencies in relation to the position in question. Where the qualifications of two (2) or more applicants under final consideration for a vacant position are deemed equal, any internal applicants under final consideration will be awarded the position on the basis of seniority. In those circumstances where the two (2) or more internal applicants under final consideration possess equal seniority and are identified as the most qualified applicants and are also determined to be equal in qualifications, the Superintendent may award the position to any one of them.

F. Whenever a member of the bargaining unit bids on a job as posted in accordance with Article 7.05, that individual will be notified of the disposition of the bid within ten (10) days of the date that the member has been interviewed or considered for the position.

G. The Board will not delay the posting of positions created by transfers.

H. The Superintendent will provide the Association President with the names of bargaining unit members who bid on a particular position or positions and did not receive such position or positions.

I. Members of the bargaining unit assigned to fill a posted vacancy will not be involuntarily transferred for a period of one (1) school year, except to recall teachers from the Reduction in Force (RIF) list or to prevent a RIF, if it is the only position for which the intended RIF bargaining unit member is certified/licensed.

7.06 If a Supplemental is required as set forth in 7.05 C. above, but no applicant is willing to fill it (internal or external) the position will be re-posted so that the position may be filled pursuant to the posting without a supplemental requirement.

7.07 Any position posted which is later withdrawn by the Administration shall be re-posted before the position may be filled by an outside candidate.

ARTICLE 8 PROTECTION OF TEACHERS

8.01 Board Responsibility

The Board supports the criminal prosecution of any student or visitor to a building or grounds who assault a bargaining unit member.

8.02 Administrative Responsibility

The Administration shall give all reasonable support and assistance to bargaining unit members with respect to helping the bargaining unit member maintain the control and discipline in the performance of his/her related activities.

8.03 Gross Misconduct (Student Assault upon a Bargaining Unit Member)

A. Whenever there is an alleged physical assault by a student upon a bargaining unit member, the student shall be immediately withdrawn from the assaulted member's class/classes by the principal or his/her assistant. Investigation of the case shall begin immediately following the assault.

1. Immediate steps to be taken:

a. The principal or his/her assistant shall be notified of the assault.

b. In extreme cases, where a weapon is used or if the pupil refuses to submit to reasonable control, police shall be notified.

c. The principal or his/her assistant shall attempt to notify the parent or guardian and they shall remove the pupil from the school premises.

d. In cases where assault is by a non-student or a suspended student, the administration is responsible to follow the necessary procedures to implement existing trespassing laws.

e. The student shall be excluded from all extracurricular activities until a decision has been reached by the Assault Review Board. The building principal has the right to suspend the student until the ARB has reached its decision.

f. The bargaining unit member upon whom the assault occurred, is required to file a report/ complaint with the North Ridgeville Police Department or with the appropriate police department if the assault occurs outside the North Ridgeville School District within twenty-four (24) hours of the assault.

8.04 Assault Review Board

A. When a bargaining unit member is allegedly assaulted, the principal of the building in which the assault occurred will notify the Superintendent to convene the Assault Review Board (ARB), which shall meet within three (3) school days. The ARB should be composed of the following personnel who are from schools other than the one in which the alleged assault occurred with the exception of the building principal: (a) one (1) principal, (b) the Superintendent or his/her designee from the Central Office, (c) two (2) classroom teachers selected from a list submitted by the Association and acceptable to the Superintendent.

B. In the event a student involved in an actual or suspected assault is accompanied by legal counsel to the ARB, the Board of Education shall also be represented by counsel at such proceedings.

C. If the ARB determines that an assault has occurred it shall make its recommendation to the Superintendent regarding what penalty should be imposed. Such penalty may include suspension of up to ten (10) student days, denial of extra-curricular participation for up to ten (10) student days, transfer from the assaulted member's class/classes, or expulsion. The ARB shall take into consideration the student's age and grade level prior to making its recommendation.

D. The ARB may recommend to the Superintendent that the student be expelled for such time as they deem appropriate.

1. Procedures of Assault Review Board:

a. The Superintendent or his/her designee shall preside over the hearing.

b. The student and the bargaining unit member shall have the opportunity to present their cases to the ARB.

c. Witnesses to the alleged attack will be allowed to present information on behalf of the student and the bargaining unit member.

d. The student's parent, guardian, or counsel shall be notified to be present at the hearing.

e. The ARB will reach a decision immediately after hearing the evidence.

f. The ARB shall reduce its decision and penalty to writing. Copies of the decision will be provided for the student, the bargaining unit member, the building principal, the Superintendent, and the Board of Education.

E. The bargaining unit member involved in an actual or suspected assault by a student(s) will receive forty-eight (48) hours advance notice of an expulsion hearing scheduled for the student. If the student is represented by legal counsel at an expulsion hearing, the Board of Education shall also be represented by counsel. The bargaining unit member shall have a right to be represented by the Association and/or by independent counsel of his/her choice.

F. Right of Appeal: The student, his/her parent or guardian or the bargaining unit member has the right to appeal the decision of the ARB to the Board of Education or representative within ten (10) days. This appeal must be in writing. In the event the Superintendent decides to reduce the student penalty recommended by the ARB, the Superintendent agrees to advise the affected member and/or the Association of the reasons for the reduction in recommended penalty before the student returns to school.

G. It is the responsibility of the Administration to make this policy known to all students.

H. No items in this section shall be construed as to preclude the rights of the bargaining unit member to institute civil or criminal action against a student nor to limit the legally designated powers of the building principal. In all situations of actual or suspected assault, the acting principal will advise the assaulted member of his/her right to file a complaint with the police or other appropriate law enforcement division.

8.05 Classroom Discipline

The Board recognizes its responsibility to give all reasonable support and assistance to bargaining unit member with respect to the maintenance of control and discipline in the classroom.

ARTICLE 9 SPECIALIST TEACHERS

9.01 Specialist instruction will be provided at all grade levels (K-12), which may include but not be limited to the areas of music, art and physical education. Time allocations provided in required special areas shall meet or exceed state standards.

9.02 A minimum of one hundred and sixty (160) minutes per week of specialist instruction by certified/licensed specialist teachers shall be provided to students in the areas of music, art, and physical education at grade levels K through 4. When the classes are under the instruction of a specialist teacher, the classroom teacher shall be scheduled for planning, preparation and conference time. For purposes of these time allotments set forth above,

A.M. Kindergarten shall receive a minimum of eighty (80) minutes per week and P.M. Kindergarten shall receive a minimum of eighty (80) minutes per week.

A. In addition to the above, the following additional specialist time will be provided at the elementary K through 4 levels for library or other specialist time:

   1. Kindergarten: forty (40) minutes per week and thirty (30) minutes every other week.

   2. Grades 1-4: seventy (70) minutes per week.

B. These above-stated minimum specialist times apply to the appropriate grade level at the High Tech Academy (grades 4 and below), with the exception that the one hundred sixty (160) minute per week requirement need not be limited to music, art, and physical education for those students.

ARTICLE 10 PERSONNEL RECORDS

10.01 A master personnel file on members of the bargaining unit shall be maintained at the offices of the Board.

A. Building principals shall maintain records of those members assigned to their buildings and under their supervision pertaining to individual bargaining unit member's evaluation performance.

B. If an Administration communication or a communication received from a parent or other non-professional regarding a bargaining unit member is intended to become a part of the member's file, it shall be reviewed by the Principal and the member involved and initialed/dated by the member prior to being placed in the personnel file. After receiving the communication, the member's initials shall not indicate agreement with the substance of the communication, only that the member was given the opportunity to review it.

C. The member shall be afforded the opportunity to file a written rebuttal which will be attached to the communication within ten (10) work days.

10.02 Upon reasonable notice, bargaining unit members shall be permitted to inspect personnel files maintained in the Board's office.

10.03 If the bargaining unit member disputes the accuracy, relevance, timeliness or completeness of information concerning him or her maintained in such records, she or he may request that the individual responsible for the maintenance of the file investigate the current status of the information within a reasonable time of submission of the request.

10.04 The employee has the right to add a rebuttal or request a hearing with the responsible administrator concerning any material in her/his file that the teacher deems inaccurate, incorrect, incomplete, irrelevant or untimely. In determining whether a document is obsolete or otherwise inappropriate for retention, the standards set forth in ORC Section 1347.05 shall apply.

10.05 All records of suspension without pay or written reprimands will be automatically removed from the personnel file twenty-four (24) months after placement, unless the bargaining unit member(s) engage in a violation during that period, of the same or similar rule, policy, etc. in which case documentation from the prior violations will remain for an additional twenty-four (24) month period.

10.06 Only documentation maintained in accordance with the above provisions may be employed in any disciplinary proceeding involving the bargaining unit member.

ARTICLE 11 CLASS SIZE AND LOAD

11.01 Elementary

A. Teachers of K-4 classrooms in core area classes (reading, math, social studies, science, language arts, and health) shall receive overload compensation based on the average number of students among all classes taught when there are more than twenty-eight (28) students. If the maximum levels are exceeded, the affected bargaining unit member will receive a payment based on the average number of students among all classes taught. For example: any overage calculation resulting in a value between 28.001-29.0 shall receive the overage payment for one (1) student, a value between 29.001-30.0 shall receive the overage payment for two (2) students, etc. All calculations will be based on a count being conducted twice per year and payment being made twice per year. Overage payment shall be based on $250 twice per year (maximum of $500) for each overage occurrence based on this calculation.

1. Mutually agreed upon grouping situations such as flexible grouping that do not receive prior approval will result in no overage compensation.

2. Co-teachers who are present in the same classroom for the entire day will split the overload payment with the classroom teacher at 50% rate.

B. Specialist teachers in the areas of K-4 who teach art, music, or physical education shall receive overload compensation based on the average number of students among all classes taught. For example: any overage calculation resulting in a value between 28.001-29.0 shall receive the overage payment for (1) student, a value between 29.001-30.0 shall receive the overage payment for (2) students, etc. All calculations will be based on a count being conducted twice per year and payment being made

twice per year. Overage payment shall be based on $250 twice per year for each occurrence based on this calculation.

C. The Board and Association recognize their mutual obligation to comply with federal and state laws regarding education of students with disabilities.

11.02 Teachers of departmentalized classes in grades 5-8 except classes in band and choir:

A. Shall not have class load over the course of a semester that exceeds thirty-one (31) students per class.

B. If the maximum levels are exceeded in grades 5-8; i.e., the teacher has more than thirty-one (31) students in her/his class over the course of a semester, the affected bargaining unit member will receive an amount equal to $250.00 per student per semester, to a maximum of $500.00 per student per year.

11.03 Teachers of departmentalized classes in grades 9-12 (ninth through twelfth grade teachers), except classes in band and choir:

A. Shall not have an average class size over the course of a semester that exceeds (150) one hundred-fifty students in a (5) five teaching period load or one hundred-sixty-eight (168) students in a (6) six teaching period load.

B. If the maximum levels are exceeded in grades 9-12 over the course of a semester, the affected bargaining unit member will receive an amount equal to $250.00 per student per semester, to a maximum of $500.00 per student per year.

C. No teacher in an academic core subject area in grades 5-12 will be assigned more than four (4) distinctly different classroom preparations per day in subject area(s), covered by the district graded course of study. Every effort will be made to limit the number of preparations assigned to no more than (3) three. A "distinctly different classroom preparation" is one which requires preparation of a completely different daily lesson, as opposed to modification of a lesson or lessons to be implemented in more than one class or implementation of a modified daily lesson earlier used in another class.

11.04 Class size shall be calculated during the first full week in October and in the first seven (7) school days in the second semester.

11.05 Classroom teachers shall be entitled to payment for excess class size by submitting an Overload Request Letter to the building principal at the conclusion of the first and second semester. During any time of the school year after the dates listed in 11.04 any student(s) added and/or removed who remained in a teacher's class for more than ten (10) full school days shall be considered part of the overage count.

11.06 The class size maximums of Sections 11.01, 11.02 and 11.03 shall apply to all classes including Specials with the exception of band and choir. The maximum class size in grades 5-8 for band and choir shall be ninety (90) students. If the class size of ninety (90) is exceeded, a certified music teacher or aide will be provided. Class size considerations are not affected by homeroom, study hall or lunch duty.

11.07 Every reasonable effort will be taken to balance the number of students assigned to regular and co-taught classrooms while also taking into consideration the number of workstations and physical space.

11.08 Teaching load in grades 5-12:

A. Teachers shall be scheduled for student contact assignment for no more than three-hundred forty-five (345) minutes per day (this includes the time between classes).

11.09 Pre-Kindergarten class size shall be determined by following the Ohio Department of Education and Ohio Operating Standards for class size. In the case of an overload the district shall follow the procedures for establishing additional units or filing a waiver as required by the standards.

11.10 In the absence of compelling educational reasons, no class will be overloaded when there is another available class that can absorb the student without causing an overload.

ARTICLE 12 LIMITED CONTRACTS, CONTINUING CONTRACTS AND NON-RENEWALS

12.01 All limited contract non-renewals will be in accordance with the provisions of this Article. It is the intention of the parties that these procedures shall supersede and take the place of those set forth in ORC 3319.11 and 3319.111.

12.02 Procedure for Consideration of Continuing Contract Status

A. Any bargaining unit member anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by the end of the first full week of September of the school year in which the bargaining unit member becomes eligible.

Thereafter, in order to be eligible for the granting of a continuing contract, the bargaining unit member must have on file by the April Board of Education meeting of the school year of tenure eligibility either:

1. A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998 or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or

2. A Professional Educator's License issued after October 29, 1996 and proof of either of the following:

    a. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or

    b. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's 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 the teaching certificate or license.

    c. a teacher holding a senior professional educator license or a lead professional educator license issued under the act's licensure provisions

3. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:

    a. Holds a professional, senior professional or lead professional license;

    b. Has held an educator's license for at least seven (7) years; and

    c. Has completed either of the following;

        i. If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

        ii. If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

B. Failure to provide such notification or to have the appropriate certificate or license on file will mean that the bargaining unit member waives eligibility for continuing contract consideration until April of the following year, and the teacher will be required to reapply.

C. In addition, in order to be eligible for a continuing contract, the bargaining unit member must have taught for at least three of the last five years in the North Ridgeville City School District.

D. If the bargaining unit member attained continuing contract status in another school district, the member must have served at least two years in the North Ridgeville City School District and be re-employed by the Board in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board tenure is approved prior to the expiration of this two-year period.

E. Extended Limited Contracts The Superintendent may recommend reemployment of the bargaining unit member, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the member written reasons directed at the professional improvement of the member on or before the thirtieth (30th) day of April. Upon subsequent reemployment of the bargaining unit member only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited contract differs with that found in Ohio Revised Code Section 3319.11, the parties intend that this provision replaces and supersedes same.

12.03 Bargaining unit members who are not to be renewed shall be notified in writing by the Superintendent of his/her intent to recommend non-renewal of the teacher's contract to the Board at least five (5) workdays prior to official action of the Board and the member will be given written reasons for the recommendations. Such Board action shall be no later than June 1st. However, all Supplemental Contracts issued by the Board shall be one (1) year limited contracts and shall automatically expire at the end of each school year without Board action, notice or reasons.

12.04 Bargaining unit members who are being notified of the intention to recommend their non-renewal may request the Superintendent or designee to provide an opportunity to discuss the reason(s) for a recommendation for non-renewal prior to official action of the Board.

At the meeting where such discussions are held, the bargaining unit member shall have the right to have the Association representative of his/her choice present. The Superintendent or his/her designee shall have the right to have a representative of his/her choice present. The meeting may not be delayed more than one (1) day due to the unavailability of any person.

12.05 Only procedural compliance with this Article may be grieved.

12.06 Nothing contained in this Article shall abridge the Board's right to terminate the services of bargaining unit members employed by the Board to fill a vacancy caused by another

member who is on leave-of-absence for sixty (60) or more contractual days upon that member's return to service.

12.07 Any person who is an applicant for employment with the Board will have a criminal background check conducted with respect to his/her application as required under R.C. 3319.39. An applicant may be conditionally employed until the Board receives the results of the criminal record check from the Bureau of Criminal Identification and Investigation. If such applicant has been convicted of or pleaded guilty to any of the offenses as set forth in O.R.C. 3319.39 (B) (1) such applicant shall immediately be released from employment.

12.08 Upon successful completion of a satisfactory background investigation, the new employee becomes a member of the bargaining unit and is eligible for Association membership or to pay the fair-share fee as specified in Article 5 Section 5.13.

ARTICLE 13 PROFESSIONAL IMPROVEMENT AND TERMINATION OF CONTRACT

The contract of a bargaining unit member in the North Ridgeville City Schools may not be terminated except for good and just cause, including for unsatisfactory teaching performance. All terminations shall be accomplished in accordance with the procedures established in Revised Code Sections 3319.16 and 3319.161. The referee shall apply the grounds above set forth herein as well as those specified in R.C. 3319.16. Non-renewals of limited contracts shall continue to be governed by Article 12.

13.01 "Unsatisfactory performance" is a performance pattern evidencing the failure of the bargaining unit member to remedy a deficiency or deficiencies identified in the applicable evaluation process where such deficiency or deficiencies demonstrate that the member is ineffectual in the performance of assigned duties, exclusive of supplemental contract duties.

13.02

A. Before acting to terminate any non-OTES bargaining unit member's contract for unsatisfactory performance, the Board shall comply with the process set forth in Section 13.03 below. The procedures set forth in Section 13.03 below will be followed only in instances where a termination for unsatisfactory performance is contemplated.

B. Before presenting a recommendation to the Board for termination of a bargaining unit member's contract for unsatisfactory performance, the Superintendent, upon the recommendation of the building principal, will provide the bargaining unit member with a written notice, which notice will include the following:

1. The specific deficiency or deficiencies identified in the process set forth in Section 13.03 below that have not been corrected and which demonstrate ineffectiveness of performance of duties; and

2. The process prescribed and recommended pursuant to Section 13.03 to correct such deficiency or deficiencies.

13.03 When the administration has identified concerns with the non-OTES bargaining unit member's performance such that a termination for unsatisfactory performance is contemplated, the member will be so advised in writing. A copy of this notice shall be provided to the Association President.

The provisions in this article shall supersede and replace the specific procedures set forth in Article 14.09 of the Teacher Evaluation Procedures. The following procedure will be followed:

A. Method of Appraisal and/or Evaluation

1. The program of professional staff appraisal and evaluation will be accomplished using the appropriate evaluation form (Local Appraisal Review Committee Handbook).

2. The program of professional staff appraisal and/or evaluation consists of observations of the bargaining unit member's performance of assigned duties, exclusive of supplemental contract responsibilities. To be in a termination for unsatisfactory performance, such appraisals and/or observations must be written and shared with the bargaining unit member. (See 13.02 B.)

B. Frequency of Observations

1. Before the Board initiates a contract termination of a non-OTES bargaining unit member for unsatisfactory performance, the bargaining unit member will have been observed in a classroom setting or equivalent setting a minimum of three times in three different months.

2. No more than four observations during a semester will be conducted. However, the individual bargaining unit member and the evaluator mutually may agree upon additional observations.

C. Report of Observations

1. Reports of the observations shall be made on the appropriate evaluation form (Local Appraisal Review Committee Handbook).

2. A bargaining unit member, by signing copies of the evaluation form, acknowledges only that the member has read and received a copy of the report.

3. The bargaining unit member shall be given the opportunity to submit a written response to the evaluation, which response will be placed in the member's personnel file. This response will be made within five (5) school days from receipt of the evaluation and will be attached to the evaluation form. An additional five (5) school days for submission of the response is available provided the bargaining unit member notifies the observer that the member intends to submit such a response.

4. The evaluation documents and any bargaining unit member responses, a full record of the recommendations for improvement made to the individual member, the assistance suggested and offered to the individual member, and any subsequent changes reported in the individual's performance will be maintained in the personnel file for such individual. The bargaining unit member will be permitted to place documents, responses, and other pertinent written material in the member's personnel file.

D. Bargaining Unit Member Rights and Obligations to Demonstrate Improvement:

1. After reading and discussing the written appraisal or evaluation with the appraiser or evaluator, the non-OTES bargaining unit member will be given specific and detailed suggestions and recommendations regarding means to improve performance and offered specific assistance to obtain such improvement. It shall be the joint responsibility of the bargaining unit member and principal to develop a written plan to overcome any reported deficiencies. At the member's request, an Association Representative of his/her choice may be offered the opportunity to participate in the development of this plan.

2. Following the development of the written plan, the principal is responsible for offering specific assistance in accordance with the plan to the bargaining unit member in the implementation of the plan. The bargaining unit member is responsible for implementation of the provisions of the written plan which are designed to improve his/her performance and is responsible for maintaining his/her performance at acceptable levels.

3. The bargaining unit member will be offered the assistance specified in the written plan and will be afforded a reasonable period of time, not less than four (4) weeks, to correct the specified deficiencies. If an individual fails to correct the specified deficiencies, the individual shall be notified in writing of the failure.

4. If, after the implementation of such written plans on two (2) separate occasions, the bargaining unit member has not achieved the desired goal of demonstrated

improvement, then the principal may recommend to the Superintendent termination of contract for unsatisfactory teaching performance.

5. Following such recommendation, the Superintendent shall convene a meeting involving the principal, other administrators involved in the evaluation process, the bargaining unit member, and a representative(s) of the member's choice, which may include other local member(s) and/or the Labor Relations Consultant. The Superintendent shall be advised in advance of the meeting of the bargaining unit member's intent to involve the Labor Relations Consultant, and if such consultant will be in attendance, the Board retains the right to involve a representative of its choice.

6. Any grievance filed pertaining to this Article can be filed only to contest alleged noncompliance with the procedural aspects set forth herein.

   Decisions and reasons in support of a bargaining unit member's evaluation or appraisal, deficiencies identified in the process, suggestions and recommendations for improvement, and conclusions with respect to performance are not grievable but may be contested in the referee hearing and any subsequent appeals. It is expressly understood that the grievance procedures may not be employed to challenge a termination decision taken in accordance with the procedures set forth in Revised Code Sections 3319.16 and 3319.161. However, any termination decision there reached may be appealed to the courts as provided by law.

ARTICLE 14 EVALUATION PROCEDURES

14.00 OTES/OSCES Teachers

In accordance with Ohio Revised Code Section 3319.111, 3319.112, and 3319.113 the Board's adopted standards-based teacher and counselor evaluation policies, mutually developed by the parties, is included in this Master Agreement, by reference, for application to OTES and OSCES teachers.

All matters contained within the Board policies on OTES/OSCES shall be considered grievable under the grievance procedure contained within this contract.

The Board policies and guidelines will be provided to all OTES/OSCES teachers in the North Ridgeville Teacher Evaluation Handbook which will also be accessible to bargaining unit members online.

The Association and the Board agree to utilize the Local Appraisal Review Committee (LARC) for the purpose of recommending revisions to the Board's standards-based OTES and OSCES teacher evaluation policies and related guidelines, and to regularly review the

effectiveness of the policies and related procedures and process, including forms, for the evaluation of OTES/OSCES teachers in the District.

In addition, the LARC will make recommendations for adoption by the Board and ratification by the Association regarding evaluation language and procedures for Non-OTES/OSCES members.

Any revisions to the Board's standards-based teacher and/or counselor evaluation policies must be bargained prior to implementation in accordance with law.

14.01 Non-OTES/OSCES Teachers

Evaluation procedures will be conducted for all non OTES/OSCES bargaining unit members in the North Ridgeville City Schools for the purpose of improving the quality of instruction being offered to our students. The format will vary with length of service in the system and contract status. Bargaining unit members who receive an overall estimate of needs improvement may have additional evaluations.

14.02 Formal evaluation procedures consist of all observations made by administrators occurring during the school year. Also, observation of a factual incident witnessed by the administration may be included as part of the formal evaluation. Areas of concern as seen by the administrator will be shared with the bargaining unit member involved within five (5) school days and the member shall have the right to dispute all claims.

14.03 The evaluation procedure and the evaluation form shall be followed in the evaluation of members of the bargaining unit covered under this Article for the duration of this Agreement. These procedures shall supersede and take the place of those set forth in O.R.C. 3319.11 and 3319.111.

14.04 The procedural aspects of evaluation set forth in this Article are subject to the grievance procedure of Article 3. Only procedural compliance may be grieved. The substance or conclusions of the evaluation process cannot be grieved.

14.05 Bargaining unit members shall not conduct any part of the evaluation but are encouraged to participate in classroom observations for the purpose of improving instruction in the classroom.

14.06 Non-renewals of limited contracts shall be initiated only following completion of the evaluation procedure spelled out in this Article 14.

14.07 Evaluation forms for Non-OTES/OSCES members shall be included in the LARC Handbook. Any changes made to the LARC Handbook shall be conducted through the LARC. Changes recommended by the LARC will not become a part of this Agreement unless adopted by the Board and approved by the Association.

14.08 Specific procedures are as follows:

A. The pre-evaluation procedural orientation shall take place at a September meeting and will include:

1. A review of the evaluation procedures.

2. A review of the evaluation form.

3. A written statement identifying the designated evaluator who also will be present at the post-observation conference.

4. A statement that the individual bargaining unit members will have the option of having an announced or unannounced observation for the formal evaluation process. Each member will make his/her preference known to his/her evaluator prior to October 1.

14.09 Formal evaluation procedures will include:

A. All non-OTES/OSCES members shall be evaluated utilizing the evaluation cycle as defined in the LARC Handbook.

1. The required formal evaluation shall consist of at least one formal observation of not fewer than 30 minutes. After an observation, a post observation conference will be held within five school days. There shall be a pre-evaluation conference prior to any formal observation. Prior to the observation, the date and time of the pre-conference will be mutually agreed upon.

B. Any bargaining unit member who receives an overall estimate of "needs improvement" will devise a remedial plan in cooperation with the administrator. This plan will include: specific, reasonable, written recommendations for improvement with definite positive assistance from the administrator. Then an evaluation will occur during the next year. It will include a review/ assessment of the stated objectives in the remedial plan.

C. An announced observation will be scheduled at least one school day in advance of the date of observation.

D. The bargaining unit member will sign the completed evaluation form at the conclusion of the post evaluation conference indicating that the member has had the conference and read the form although not necessarily approved of its contents.

E. Each party will receive a copy of the completed, signed evaluation within three school days following the post evaluation conference.

F. If the bargaining unit member wishes to include any written statement with the formal evaluation report, he/she may do so by submitting it to the evaluator within three school days following the receipt of the copy.

G. The original teacher evaluation report shall be placed in the bargaining unit member's permanent file.

H. Bargaining unit members under consideration for tenure must be evaluated in any year that the member has provided notification, in accordance with Article 12, that they are or will become eligible for a continuing contract.

I. The criteria for job performance shall be the job description as stated in this contract.

14.10 Local Appraisal Review Committee (LARC)

The parties agree to an ongoing, collaborative and comprehensive review of the teacher appraisal system, evaluation instrument(s), and protocol. To that end, the Local Appraisal Review Committee (LARC) will be formed with four (4) members appointed by the Association President and three (3) administrators appointed by the Superintendent, in addition to the Superintendent or his/her designee, for the purpose of recommending changes/additions to the Board's standards-based OTES/OSCES teacher and counselor evaluation policies and reviewing the present evaluation and appraisal system and making recommendations to the board and Association for the adoption of improvements to the evaluation process and/or any corresponding evaluation instrument(s) for non-OTES/OSCES bargaining unit members.

a. Action of the Committee shall be by consensus and in writing. In resolving disputes, the Committee may utilize the North Ridgeville City Schools Interest Based Problem Solving (IBPS) Process Guidelines set forth in Appendix L.

b. The Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

c. Committee agendas will be developed by the Committee. Topics for consideration include:

i. The propriety of developing remediation plans or other interventions beyond those provided through growth and improvement plans;

ii. Ongoing review of job descriptions for regular bargaining unit positions;

iii. Ruling on teacher evaluation issues/disputes referred from BLT;

iv. Aligning non-OTES/OSCES bargaining unit member evaluations with OTES/OSCES; and

v. Decision making on topics of local control during the implementation of the OTES 2.0 model.

The LARC will meet no less than four (4) times per year or as otherwise determined by the Committee. The Committee may also be convened by the request of three (3) sitting members. Appropriate release time will be provided for Committee work. Approved time outside of the work day will be compensated at the special project stipend rate.

ARTICLE 15 MULTIPLE SCHOOL ASSIGNMENT

15.01 In arranging schedules for special area teachers who are assigned to more than one campus, the amount of inter-school travel time shall be fair and reasonable. Such teachers will be provided 20 minutes to drive between campuses and such travel will be recognized as a duty on days that travel occurs.

15.02 Any bargaining unit member who is assigned to work in more than one (1) school per day is compensated according to the distance he/she drives as per Board Policy (the IRS rate in effect at the time of the travel).

15.03 Appropriate travel time will be allotted to teachers for walking to classrooms between assignments on a single campus.

ARTICLE 16 FEDERALLY FUNDED EMPLOYEES

Employees serving in federally funded positions are subject to yearly renewal of their contracts (contingent on funds available), unless such employees have tenure within the North Ridgeville Schools. If federal funds are withheld or curtailed necessitating elimination or reduction of the program, all employees currently working under such contingent contracts will be given an option between July 15 and August 1 of each year as to whether they desire an available teaching position for which they hold proper certification/licensure or if they desire to remain under a contingency contractual agreement.

ARTICLE 17 PERSONAL FREEDOM

A bargaining unit member's constitutional right of privacy shall be fully respected. No discipline or discrimination will result from matters dealing with the teacher's personal life.

ARTICLE 18 FACILITIES AND ENVIRONMENT

18.01 Faculty Work Space or Other Designated Area

A. An enclosed room or other designated space appropriately furnished shall be solely designated as a faculty work area. Bargaining unit members shall be permitted to have coffee-making, soft drinks, and other types of food dispensers in this area. Any related expenses will be borne by the faculty of each building. The types of machines, numbers of machines, and locations of machines, shall be determined by the principal and the Association building representative in each building. If a disagreement arises, a staff vote will be the determining factor.

B. The decision of the staff will determine the spending of profits under this section.

C. A reserved or separate lunch area shall be provided for the bargaining unit members that are cleaned by the custodial staff on a regular basis. Whenever possible, classrooms used as student lunchrooms shall be cleaned by the custodial staff following the lunch period.

D. Resource material shall be available to all bargaining unit members.

E. Each school shall have ample parking facilities accessible to the school for the use of the staff during working hours. These facilities shall be maintained and in a safe condition.

F. Each classroom teacher shall be provided with a desk or file cabinet and a chair for his/her use at his/her home base. Every effort will be made to continue to provide a file cabinet for each classroom teacher.

G. Secure, adequate storage facilities in which classroom teachers may store personal items and instructional supplies shall be provided.

H. Special subject area teachers shall be provided adequate, secure storage facilities in each building.

I. Telephones. A telephone for the professional use of the staff shall be available in each building.

J. Every bargaining unit member shall be provided with access to office equipment and supplies necessary to perform regular job duties.

18.02 Environmental, Health and Safety Considerations

A. The Board is committed to providing a safe and healthy environment for staff and students. The Board shall make every reasonable effort to provide and maintain

conditions free from known hazards. No employee shall be required to work in an unsafe or unhealthy working environment. Staff members are encouraged to report health and/or safety concerns to the building administration and where appropriate submit a formal work order. Nothing herein shall be deemed to discourage BLT's from discussing environmental concerns.

B. No bargaining unit member shall be required to handle bodily fluids or administer medication unless specifically trained to do so. Bargaining unit members who provide emergency support for medically necessary events (e.g., Epi-pen, defibrillator, diabetic care) shall be adequately trained at Board expense.

ARTICLE 19 PROGRESSIVE DISCIPLINE

19.01 Members of the Bargaining Unit who violate the written rules, Policies, and regulations set forth by the Board of Education and the Administration, or the work rules set forth in the Master Agreement may be subject to this Progressive Discipline Policy. Progressive Discipline shall not be imposed unless for just cause.

19.02 Progressive Discipline shall be for cause and not implemented in an arbitrary and capricious manner. Progressive discipline procedures, depending upon the severity, normally involve the following steps: oral warnings, written reprimands and suspension up to three (3) days without pay. If discipline is instituted out of the above sequence, it shall be reasonable and for just cause.

19.03 The right to counsel as to written reprimands and/or suspension without pay shall be governed by the various provisions of this contract. When circumstances require, nothing herein shall preclude the Superintendent from suspending a bargaining unit member with pay.

19.04 Written reprimands and suspensions without pay may be subject by the Association to expedited arbitration by an independent arbitrator and governed by the provisions of the grievance procedure of this contract.

19.05 All rights afforded bargaining unit members in regard to termination of contracts under this Progressive Discipline procedure and for just cause shall be in accordance with and pursuant to the procedures set forth in O.R.C. Sections 3319.16 and 3319.161. The justification for termination shall be based upon those reason(s) set forth in this Article and Article 13 and, to the extent they differ from the statute, shall supersede the reasons set forth in O.R.C. 3319.16.

19.06 A bargaining unit member so notified that his/her contract is to be terminated, shall have the right to request, in writing, a meeting before the Board, in executive session, to offer reasons against such termination. The bargaining unit member shall have the right to have a representative and the Association President at the meeting. The meeting shall be held

within fourteen (14) calendar days of receipt of the written request. Such written request shall be delivered to the Treasurer of the Board. The Board will provide the bargaining unit member, his/her representative(s), the Superintendent and administrator(s), if applicable, with a written decision within fourteen (14) calendar days following the day of the meeting. The aforementioned time schedule may be amended, if mutually agreed upon in writing, by the bargaining unit member and the Board President.

ARTICLE 20 CONTRACT MAINTENANCE

20.01 Waiver of Negotiations

Subject to Section 20.04 below, the Board and the Association acknowledge that during negotiations resulting in this Contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this Contract, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this Contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Contract.

20.02 Entire Agreement Clause

This Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

20.03 Equal Opportunity Clause

The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.

20.04 Severability

A. In the event there is a conflict between a provision of this contract and O.R.C. 4117.10 (A) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, O.R.C. 4117.10 (A) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, O.R.C. 4417.10 (A) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of

this contract which are not in conflict with 0. R. C. 4117.10 (A) or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

B. If, during the term of this contract, there is a change in O.R.C. 4417.10 (A) or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this contract as determined by a court of competent jurisdiction, the parties will meet. To negotiate any necessary change in the contract relative to the affected provisions within sixty (60) days by demand of either party.

C. If, during the term of this contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s) and condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

ARTICLE 21 LEAVES

21.01 Personal Leave

A. All certificated/licensed employees shall be granted three (3) days personal leave per year. These days shall be non-accumulative, shall be granted for personal business that cannot be scheduled outside the regular school day, and shall not, except as provided below, be used to extend a period when, under the adopted school calendar, school is not in session (exclusive of Saturdays and Sundays).

B. An employee's statement requesting leave for personal business that cannot be scheduled outside the regular school day shall be considered sufficient to warrant granting of personal leave.

1. Five (5) workdays prior electronic notification of the use of personal leave to the Board-designated on-line site shall be submitted when possible.

2. If requested use of paid personal leave should, by coincidence, serve to extend a period when, under the adopted school calendar, school is not in session (exclusive of Saturdays and Sundays), specific reasons must be submitted by email for approval by the Superintendent, with a copy to the Building Principal, at least seven (7) work days in advance of the requested leave date, except in emergency circumstances, e.g., where a transportation problem exists that disables an employee from returning to school the day following a vacation period, etc.

Personal leave on days before or after holidays will not exceed three percent (3%) unless waived by the Superintendent in emergency circumstances.

3. The Superintendent may refuse to grant personal leave to bargaining unit members on a particular day where more than five percent (5%) of the teaching staff have already been granted personal leave.

4. For personal leave use in the month of May, bargaining unit members must provide two weeks (10 work days) advance notice when possible. In addition, the Superintendent may refuse to grant personal leave to bargaining unit members on any date in May where more than four percent (4%) of the teaching staff have already been granted personal leave.

C. The use of paid personal leave or unpaid leave in circumstances that do not otherwise qualify under this provision may be granted by the Superintendent at his/her discretion. Such decision shall not be grievable nor challengeable through any provision of this Master Agreement. A certificated/licensed employee shall not be granted multiple unpaid personal leave days on a routine, annual basis.

D. Any unused personal leave shall be converted to sick leave at the conclusion of the contract year.

21.02 Sick Leave

A. Each certificated/licensed employee of the North Ridgeville School District shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of 1-1/4 days per month. Sick leave accumulation shall be unlimited. Sick leave shall be granted for personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Immediate family shall be defined as the employee's father, mother, grandfather, grandmother, brother, sister, husband, wife, child, grandchild, in-laws (mother, father, sister, brother, son, daughter, grandparent) or any member of the family or other person who lives in the same house as the employee.

B. Each certificated/licensed employee of the North Ridgeville School District shall be advanced sick leave over and above that which he/she has accumulated. Not less than five (5) days shall be granted to any employee. If the contractual year is not completed, per diem for advanced days not earned will be deducted from the final salary settlement or if the employee does not have enough salary due to compensate for the advanced sick leave days such employee shall pay to the Board the employee's per diem rate for each advanced day.

C. Sick leave may be used in one-half (1/2) or full day units. Where adequate internal coverage can be assured by the bargaining unit member, sick leave may be utilized for one-quarter (1/4) day increments.

D. Any certificated/licensed employee who is on sick leave for more than twelve (12) days during any year, five (5) consecutive work days, and/or employees with a demonstrated pattern of absences may be required to meet with the Administration concerning absenteeism and may thereafter be required to provide the administration, with medical certification verifying subsequent absences. Such requirements will not be instituted in an arbitrary or capricious manner. Such medical verifications, if requested, must be provided to the administrator within five (5) workdays of the administrator's request for medical certification.

E. A Sick Leave Bank ("Bank") shall be implemented for the express purpose of providing additional sick leave days to those bargaining unit members who have suffered from a catastrophic physical (i.e., heart attack, stroke, cancer, etc.) or serious mental illness, exhausted all available paid sick leave, and are unable to return to work and perform his/her normal job responsibilities.

The Bank shall be implemented based on the following provisions:

1. All bargaining unit members shall be eligible to apply for additional sick leave days under the specific provisions of this "Bank." The Bank will be funded by employee donation only. The Board will allow employee donations to the Bank for the duration of the contract, not to exceed a total bank balance of 300 days. Once the balance of the sick leave bank reaches 300 days, no new contributions will be allowed unless or until the balance goes below 50 days. If the balance of days in the Bank moves below 50, members will be given 30 days from notification to the Association from the Treasurer of same to donate days to replenish the Bank. Donated days are not returnable. Contributions must be whole days and no single member can access more than 70 days from the sick leave bank during the course of his/her employment with the District, without the express written consent of the Superintendent and Association President.

2. The Sick Leave Bank Committee ("Committee") shall be comprised of three (3) Association members appointed by the Association President.

3. The Committee shall elect a chairperson and shall develop rules for the operation of the Committee and adhere to the specific provisions of this Article.

4. The Committee may award a maximum of twenty (20) sick days to a member who submits his/her initial application if he/she meets the eligibility requirements as set forth in this article. The Committee shall notify the Board Treasurer, in writing, of the number of days a member is to be awarded.

5. A member who has been awarded the initial twenty (20) days may apply to the Bank for a maximum of an additional fifteen (15) days when it is reasonably apparent that he/she will not be able to work at the expiration of the initial twenty (20) day period awarded. Therefore, the maximum number of sick leave days any employee can be granted is thirty-five (35) days.

   Under extreme circumstances, the President of the Association may request to meet with the Superintendent and/or his/her designee(s) to discuss if an individual employee should be provided any days beyond the thirty-five (35) day maximum granted. The administration may or may not agree to extend such additional days. The decision of the administration shall be final and cannot be grieved.

6. A member of the Bank may only apply to the Bank for sick leave days after he/she has used all of his/her accumulated sick leave days and personal leave days.

7. A member applying to the Bank for sick leave days shall be required to provide the Committee and Board Treasurer with medical certification from a licensed physician attesting that the member's medical condition is a major illness or serious injury that will require at least twenty (20) consecutive days of recuperation/recovery time. The Committee, at its discretion, may require a second medical opinion.

8. The decision of the Committee regarding the approval or disapproval of applications for sick leave days from the Bank, shall be a final decision and shall not be appealable through any internal grievance process or external legal proceeding.

9. Elective medical procedures (or procedures including surgery which can be performed during a time period where it would not impact on employment time) shall not be reasons for the Committee to approve sick leave days under this plan. Recuperation from surgeries or other procedures which could otherwise have reasonably been scheduled during school vacation periods will not qualify for Sick Leave Bank donation, unless an unforeseen complication occurs that would otherwise qualify as a catastrophic event. In addition, teachers whose sick leave has been depleted by persistent intermittent use may be determined by the Committee not to qualify for this benefit. Employees seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.

10. The Committee will make a decision within five (5) workdays of receipt of an application from a member requesting sick leave days from the Bank. If adequate

information and medical certification is provided, the Committee will make its decision within 24 hours after reviewing the application.

21.03 Bargaining unit member Assault Leave

Assault leave shall be granted to a member of the bargaining unit who is absent from his/her assigned duties because of injury resulting from an assault. Said leave shall not be charged against leave otherwise granted under this contract except as provided hereafter. Said member, after five (5) days use of sick leave, shall be compensated at his/her normal per diem rate, including supplemental contract compensation, less Workers' Compensation (if collectable) and other employment remuneration for a period not to exceed one (1) school year.

A member of the bargaining unit shall be granted assault leave according to the following rules:

A. The incident resulting in the absence of the member must have occurred on Board premises during the course of employment with the Board or while in attendance at an official school function, paid or unpaid, during the contractual year, or as a result of the bargaining unit member's performance of his/her official duties, and have resulted from an unprovoked assault. For the purposes of this provision only, an 'unprovoked assault' occurs when the bargaining unit member is performing his or her normal job functions in an accepted professional manner and is, during the course of such activity, assaulted.

B. Upon notice to the principal or immediate supervisor that an assault upon a member has been committed, procedures of Article 8, 8.03 and 8.04 shall be followed.

C. If the bargaining unit member is absent from his/her assigned duties a certificate from a licensed physician stating the nature of the disability and its duration, may be required by the administration before an assault leave payment is made.

D. A member of the bargaining unit shall not qualify for payment of used assault leave until the Assault Leave Form (see Appendix A) has been submitted.

E. Said member shall not be permitted to accrue assault leave.

F. Payment shall be discontinued when the member elects to retire for any reason.

G. Falsification of either a signed statement or a physician's certification is reason for suspension or termination of employment.

21.04 Sabbatical Leave

A. Upon written application made not later than May 1 of any school year, and with the approval of the Superintendent of Schools and the Board of Education, not more than three percent (3%) of the teaching staff shall be granted sabbatical leaves for the following school year under the following provisions:

(1) Bargaining unit members approved for sabbatical leave shall be notified not later than June 15 in the year of their application.

(2) Bargaining unit members on sabbatical leave shall receive a salary equal to the difference between the bargaining unit member's regular contract salary and the salary of the bargaining unit member employed to replace that bargaining unit member.

(3) Any bargaining unit member to become eligible for leave shall have at least five (5) years' service in the North Ridgeville School System.

(4) A bargaining unit member on leave shall be given an employment contract for the year of leave.

(5) The bargaining unit member shall agree to teach in the North Ridgeville School District for a period of one (1) year upon returning from leave. Failure to do so will require forfeiture of all pay during leave period.

(6) Applicant must provide evidence of a planned and approved program of studies for professional growth.

(7) The bargaining unit member on leave shall maintain at least a 3.5 average on a 4.0 scale.

(8) The bargaining unit member on leave shall receive all negotiated benefits included in the Master Contract by reimbursing the Board of Education for up to fifty percent (50%) of the total cost of said benefits, with the exception of total salary payment, which is covered in Section (2). A bargaining unit member may waive this provision if he/she desires.

(9) Effective for leaves commencing after August, 1992, a bargaining unit member on sabbatical leave must submit written notice of her/his intention to return not later than March 15.

(10) Any provisions for sabbatical leave which are not covered in Section A (1) through A (9) shall be in conformity with Section 3319.131 of the Ohio Revised Code.

21.05 Parental/Adoption Leave

A. Leave Rights - A bargaining unit member who is an expectant mother or father or adopting a child under the age of six (6) shall at his/her request be granted a parental leave without pay or increment subject to the conditions set forth below.

Such leave shall be for the balance of the grading period, semester or school year in which the leave is requested. The leave may be extended for up to one (1) additional school year upon request by the bargaining unit member and approval by the Board. Any bargaining unit member who takes parental leave during the second semester of any school year shall be granted said leave, if requested, for the next school year. Said bargaining unit member may request an additional year of leave subject to approval of the Board. A shorter period is acceptable if agreed to by the bargaining unit member and the Superintendent. Where group policies permit, the bargaining unit member may continue to participate in those benefits which are provided to bargaining unit members in active employment provided the bargaining unit member pays the group rates for such benefits.

B. Application for Leave and Return - Application for parental leave shall be in writing and shall contain a statement of the expected date of birth or, in the case of adoption, the date of obtaining custody, the date on which the parental leave is to commence and the date the bargaining unit member anticipates return to service. The application to return shall be made in writing by March 15 and shall be the beginning of the next succeeding school year unless he/she makes a mutual agreement with the Superintendent to return earlier or makes a mutual agreement with the Board to extend the leave for up to one (1) more school year.

C. Time for filing Applications - Applications for parental leave prior to childbirth shall be made no less than thirty (30) days before the beginning date of the parental leave. In the case of child adoption, the application for leave shall be filed ten (10) days before the parental leave is to begin.

D. Use of Sick Leave - Any bargaining unit member who elects to use sick leave for pregnancy disability purposes may, if she chooses, begin parental leave immediately after the use of sick leave has expired.

E. Reinstatement Rights - Upon return from approved parental leave, the bargaining unit member shall have the following reinstatement rights:

1. If a bargaining unit member returns from parental leave on the first work day following the expiration of the bargaining unit member's leave as initially requested, the bargaining unit member shall be reinstated to the same position held prior to the leave.

2. In all other circumstances, i.e., where the return from parental leave comes at any time after the date set forth above, every effort shall be made to reinstate the bargaining unit member to the same or similar position, if available.

3. Bargaining unit members returning from leave shall assume the same position on the salary schedule held prior to the leave, unless the bargaining unit member completed 120 days during any year of such leave, in which case the bargaining unit member shall advance on the salary schedule.

F. Reduction-In-Force - While on a leave of absence, bargaining unit members are subject to the Article 4 provisions concerning reduction in force as set forth in that Article.

G. Every effort shall be made to hire long-term substitutes who will commence their service at the outset of the leave and to notify the bargaining unit member who is going on the leave of the identity of the substitute at least five (5) work days prior to the commencement of the leave.

H. Bargaining Unit Members may submit a request for the use of personal leave for the purpose of adopting a child.

21.06 Leave Without Pay for Illness or Other Disability

A. Period of Leave. Upon the written request of a bargaining unit member for a leave of absence where illness or other disability of the bargaining unit member or the bargaining unit member's immediate family (parents, spouse, child or others who have assumed the same relationship) is the reason for the request, the Board shall grant said leave for a period not to exceed three (3) consecutive school years. Upon subsequent request, such leave may be renewed by the Board. Where group policies permit, the bargaining unit member may continue to participate in those benefits which are provided to bargaining unit members in active employment, provided the bargaining unit member pays the group rates for such benefits. Such leave cannot be utilized to extend disability leave granted by STRS.

B. Application for Leave and Return. Application for leave of absence will be submitted in writing, will state the specific expiration date of the requested leave, and will be accompanied by a written statement from the bargaining unit member's physician substantiating that an illness or disability exists requiring the requested leave of absence.

The application to return shall be made in writing by March 15 and shall be the beginning of the next succeeding school year unless he/she makes a mutual agreement with the Superintendent to return earlier or makes a mutual agreement with the Board to extend the leave for up to one (1) more school year.

C. Reduction-in-Force. While on leave of absence, bargaining unit members are subject to the Article 4 provisions concerning reduction in force as set forth in the Article.

D. Intent to Supersede Law. To the extent that this provision conflicts with Ohio Revised Code Section 3319.13, the parties agree that this section will supersede and replace that statute.

21.07 Professional Leave

The Superintendent may authorize leave for attendance of personnel at all professional meetings with the approval of the Board. The Board shall pay expenses (including meals and/or lodging and/or transportation) incurred by bargaining unit members who attend the above-mentioned meetings as per Board policy. This shall in no way prohibit a bargaining unit member who desires to attend a professional meeting or meetings without Board subsidy from doing so with the Superintendent's approval.

21.08 Unpaid Leave of Absence

A. Upon written request of a bargaining unit member, the Board of Education may grant a leave of absence for a period of not more than two (2) consecutive years for personal reasons. Applications for unpaid leaves of absences must be received by March 15th of the year preceding the leave. Exceptions to the deadline may be granted by the Superintendent for extenuating circumstances.

B. During such leave, the bargaining unit member shall, upon his/her request be continued in the existing fringe benefit programs. The cost for this coverage is to be paid by the bargaining unit member in advance on a monthly basis to the Office of the Treasurer, at the group rate contracted for by the Board.

C. Upon return to active service, the bargaining unit member shall resume the contract status held prior to the leave. Every effort shall be made to reinstate the bargaining unit member to the same or similar position, if available.

21.09 Post-Birth Leave

A. Overview

1. Bargaining unit members with accrued sick leave are permitted to use sick leave following the birth of a child as follows: vaginal delivery, six (6) weeks; Caesarian Section, eight (8) weeks.

2. In the alternative, if the doctor does not clear the employee to return to work, the employee may request an extension on her paid recuperation leave. The employee must submit appropriate medical certification in the latter situation.

3. Also, bargaining unit members may plan on working up until a certain date prior to their delivery, but determine that they need to start their leave earlier. Any time prior to the child's birth can be used as sick leave with doctor's approval. The sick leave used prior to the birth is not counted as part of the 6 week or 8 week recuperation after the baby's birth.

4. Both leave before and leave after the birth of a child will count toward an eligible bargaining unit member's annual FMLA entitlement.

5. If a bargaining unit member works or is paid for 120 days in a school year, she will earn a year of seniority and earn a year of service credit with STRS. This is in accordance with STRS rules.

B. Post-Birth Sick Leave

1. A bargaining unit member may take up to 6 weeks of paid sick leave (if accrued) after the date of a vaginal delivery, and 8 weeks of paid sick leave after a Caesarian Section. This post-birth sick leave begins with the date of delivery and is for 6/8 calendar weeks, which includes days during breaks and holidays.

2. Post-birth sick leave may not be extended beyond the 6/8 weeks with personal days.

3. Post-birth sick leave may be extended with a doctor's excuse indicating that the mother needs additional time to recuperate from the delivery. If an employee's child has medical needs requiring attention, he/she may use his/her available sick leave and/or personal leave.

4. Accumulated sick leave and/or personal leave may be used by the teacher during this 6 or 8 week period so that this Post-birth leave period is paid.

5. Paternity Leave

   Following discharge of the birthmother from the hospital, fathers who are serving as primary caregivers may access paid sick leave for 7 consecutive workdays without necessity of medical verification. Thereafter, medical verification must be provided if requested by the District.

21.10 FMLA (Family & Medical Leave Act)

Members of the bargaining unit are entitled to leave as provided in the Family & Medical Leave Act of 1993 and the regulations adopted by the U.S. Department of Labor. In implementing the FMLA, the District utilizes a "12 month period" which is "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 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.

The statute requires the Board of Education to grant unpaid FMLA for up to 12 weeks. In order to qualify for FMLA leave an employee must meet the following criteria:

A. The employee must have worked for the District for (a) a total of 12 months, and (b) a minimum of 1,250 hours during the 12 months (including summers, time off) preceding the date the leave is to start. Full-time teachers are presumed to meet this requirement, unless the District can document otherwise.

B. With respect to leave related to pregnancy or post-birth, the Board will begin FMLA effective the first date of absence.

C. Continuous FMLA leave is ordinarily counted in one week increments. For example, if a teacher is off work for six weeks following the birth of a child, the employee will be considered to have used six weeks of FMLA (i.e., 1/2 his/her annual FMLA allotment), even if during that period, there may have been fewer than 30 work days (e.g., a week that includes holidays or short-periods of time off work). If no work is scheduled during a week (e.g., Winter, Spring, or Summer break), the week is not counted toward the employee's FMLA allotment. If, on the other hand, the employee's leave is intermittent or involves a reduced leave schedule (e.g., pre-birth leave related to prenatal doctor visits, or doctor's orders to work fewer hours or days per week), only the actual days during which the employee is off work will be counted (i.e., in this latter situation, an employee could be eligible for up to 60 work days of FMLA leave).

D. During FMLA leave, the employee's insurance and job benefits are maintained, with the employee paying his/her monthly contributions.

E. FMLA leave is available during the first 12 months following the birth of a child or the child's placement with the employee through adoption or foster care.

F. The District runs FMLA concurrently with accrued sick leave during any pre-birth pregnancy-related leave and/or the 6/8 weeks following the birth of a child. Any subsequent parental/adoption leave is unpaid.

21.11 Jury Duty/Court Leave

A. Any bargaining unit member who is required to be absent from duty to perform jury service during his/her scheduled work period will suffer no loss of pay for such duty, contingent upon appropriate verification to the Treasurer that such service was rendered by the bargaining unit member. A bargaining unit member receiving notice

to appear for jury duty shall notify the Superintendent as far in advance of the absence as possible, utilizing the personnel kiosk.

B. If a bargaining unit member is subpoenaed by the Board to serve as a witness in a court action, or subpoenaed in a court action in which the employee is not a party, or if a bargaining unit member is subpoenaed as a witness in an action arising from his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s). This leave will not be granted to a bargaining unit member filing suit against the Board, or against one or more of its employees. A bargaining unit member receiving a subpoena shall notify the Superintendent as far in advance as possible utilizing the personnel kiosk.

ARTICLE 22 ACADEMIC FREEDOM

22.01 To foster a recognition of individual freedom and social responsibility, and to teach appreciation of the values of individual personality, bargaining unit members shall be free from censorship and artificial restraints upon free inquiry and learning.

22.02 Teachers shall be directed by and held responsible for implementation of the course of study, as adopted by the Board and the academic content standards as adopted by the State of Ohio Board of Education.

22.03 Each teacher shall receive a copy of the adopted course of study and the State of Ohio Board of Education Academic Content Standards, for which the teacher is responsible. If the Board modifies or changes these courses of study, the teachers shall be notified and provided with written copies of said changes.

22.04 Each teacher has the final authority to grade the students in his/her charge utilizing the reporting system(s) devised by the Administration. The Board will provide adequate training opportunities for bargaining unit members concerning electronic grading and reporting systems. It is the teacher's responsibility to perform his/her grading and reporting duty in a professional and on an intelligent basis.

22.05 When changes are made on a student's grade or grade level assignment without the consent of the teacher on the grounds it was not given in a professional and on an intellectual basis, the person making the change shall do it in writing, with a copy to the teacher, and;

A. Notify the parents or guardians of the student of this change, and

B. Notify his/her immediate administrative superior of the change.

ARTICLE 23 POLITICAL ACTIVITY

23.01 A bargaining unit member shall be permitted to seek or become involved in any political action that he/she chooses; he/she also has the right to refuse to become involved in any such action.

23.02 Upon submission of application, a bargaining unit member may be granted a leave of absence, without pay, for up to a maximum of two (2) school years to serve in a public or political office. Job security will be maintained within the approved length of absence. Said leave of absence may be extended at the discretion of the Superintendent.

23.03 Bargaining unit members who engage in political activity shall not use their classrooms or their students to promote their cause and shall engage in such activity independent of the North Ridgeville Board of Education and the North Ridgeville School System outside regular working hours.

23.04 A bargaining unit member shall suffer no reprisals or recriminations for such participation.

ARTICLE 24 TEXTBOOK SELECTION

24.01 Approved textbooks, workbooks, digital resources and teacher manuals shall be provided or be made available for all students within the teachers' classroom. Every effort shall be made to provide replacement resources and materials prior to the start of each school year.

24.02 A committee of the professional staff, including a majority of teachers in each subject/content/age area, shall make the textbook, workbook and digital resource recommendations. The committee shall be notified of the status of the recommendation for the purchase and receipt of materials in a timely manner.

24.03 Workbooks, textbooks and digital resources shall be reviewed at least once every five (5) years as necessary. Additional materials may be requested by the department/grade level representative by March 15 of the preceding school year for materials required the next school year. The request shall be made to the building administrator and Director of Curriculum and Instruction. The department/grade level representative shall be notified in writing, no later than the last day of school, as to which items are approved.

ARTICLE 25 BUILDING, GRADE LEVEL OR DEPARTMENTAL MEETINGS

25.01 The Board and the Association agree that unnecessary meetings shall be avoided. Meetings shall only be held when an exchange of information needs to take place or when information cannot be communicated in written form or needs further explanation. The completion of the agenda will end a meeting, with remaining time used for teacher

planning/preparation. Agenda items that are not completed within the timeframe of a meeting may be tabled until the next meeting.

A. The teacher work schedule may be extended on a monthly basis for maximum of eight (8) times per school year at the discretion of the building principal or Superintendent or his/her designee for building, district-wide, subject area or grade level meetings not to exceed forty-five (45) minutes after the convening time.

   1. At the Opening Day faculty meeting, a tentative schedule of dates for possible monthly meetings will be distributed. If it is determined that a monthly meeting will be held, but on a date other than set forth on the tentative schedule, one (1) week prior written notice will be provided by the administration.

   2. Meetings shall convene as soon as practical following the dismissal of students.

   3. The building principal or Superintendent or his/her designee shall provide the staff with a copy of the tentative agenda (stating the general topic or topics to be discussed) for the meeting before the end of the preceding school day.

B. Except as provided for in Article 25.01 (A), it is understood that participation in professional growth activities outside the normal workday shall be optional, further substantiation of the voluntary nature of the training in question.

C. In an emergency/crisis circumstance, a building administrator may call staff together for a very limited amount of time to inform and prepare staff regarding such emergency/ crisis. This emergency/crisis meeting shall not be counted as one of the meetings permitted under 25.01 (A).

25.02 District-wide staff education and training shall be planned by the appropriate administrator in consultation with the Professional Development Committee and/or other representatives of the instructional staff. The Board shall provide funds for In-service programs. Comprehensive staff education and training programs will be developed cooperatively to provide opportunity for all teachers to update essential skills. Participation in professional growth activities outside the normal workday shall be optional and individualized.

25.03 Association and Board representatives will work cooperatively to develop appropriate human relations workshops involving the community and utilizing community resources.

25.04 APAC (Association/Principal Advisory Committee) - Building Representatives from the Association shall meet with building administration at least monthly to collaborate to resolve site-based issues. These meetings may be cancelled by mutual agreement. The Association President will provide administration with the list of Building Representatives as soon as practicable after the start of the school year.

ARTICLE 26 SCHOOL CALENDAR

26.01 The work year shall be based upon One Hundred Seventy-seven (177) work days, including up to One Hundred Seventy (170) student instructional days. In addition, the teacher work year will include the following:

A. One (1) Opening Day (District and Building Orientation);

B. A minimum of four (4) days Staff Development throughout the school year;

C. One (1) day Classroom Preparation.

D. A half (1/2) day for records scheduled on a non-student day at the end of the first and second quarter:

E. One-half (1/2) day after the last student day for a records day for all teachers and one half (1/2) day after the last student day for staff/building meetings and/or professional development. Report cards will be issued after the last student day.

26.02 Parent/Teacher Conference Days and Open House

In addition to the calendar days set forth above, there will be an additional fifteen (15) hours of time (2 work days) for parent-teacher conferences, open house, and/or additional professional development/curriculum development, etc., outside of the teacher work day. A District-wide list of possible eligible activities for this time will be developed by the DLT with consultation with BLT's and made available to building staff on an annual basis through the BLT's. Such time will be scheduled annually by the BLT for each building no later than the last BLT meeting of the prior school year, in consultation with building staff. For scheduling purposes, schools will be closed on the Wednesday before Thanksgiving each school year.

26.03 Calamity Days

A. The District shall allow up to 5 paid "calamity days," as determined by the Board. Any instructional days lost as a result of more than five (5) calamity days will be made up with attendance by students, unless the parties mutually agree otherwise.

B. As part of the school calendar, the Board shall include calamity "make-up" days in order of priority.

C. If, after it has adopted the school calendar for any given school year, it is necessary for the Board to revise the calendar, Association representatives will be given an opportunity for input as to the calendar revision.

D. The parties hereby acknowledge that days made up beyond those determined as set forth in A., above, will be without additional compensation.

ARTICLE 27 WORK DAY AND DUTY ASSIGNMENTS

27.01 The workday for all employees eligible for membership in the Association shall not exceed seven (7) hours and forty (40) minutes, which shall be inclusive of the thirty (30) minute duty-free lunch period set forth in paragraph 27.02 below.

A. In the absence of a waiver, on District wide non-student work days, which will be designated on the School Calendar, work hours will not exceed seven (7) hours and forty (40) minutes and will be scheduled from 7:50 a.m. to 3:30 p.m.

B. In the absence of a waiver, on District wide non-student half work days, which will be designated on the School Calendar, work hours will not exceed three hours and thirty-five (35) minutes and will be scheduled from 7:50 a.m. to 11:25 a.m. which excludes a thirty (30) minute lunch.

C. When students are in session, half work days are three hours and fifty (50) minutes.

D. Bargaining Unit Members shall not be required to work more than four (4) continuous hours without a break, unless mutually agreed upon and reduced to writing.

E. To facilitate implementation, the building master schedules will be made available to the Association President and District BLT's as soon as possible following completion.

27.02 Bargaining unit members will be guaranteed a minimum of thirty (30) minutes uninterrupted duty-free lunch period per day occurring during the lunch serving times and a minimum of two-hundred seventy-five (275) minutes per week at a minimum of forty (40) minutes per day for classroom preparation and/or member-initiated conference time. For K-4 staff, an additional ninety (90) minutes of classroom preparation and member-initiated conference time will be provided per week in three (3) thirty (30) minute blocks. (In addition, there will be ninety (90) minutes per week as scheduled by the BLT which will be utilized for teacher-based meetings focused on standards based, data driven learning and instruction in collaboration with and accountability to the building administration.)

A. Teachers shall receive thirty (30) minutes per day of uninterrupted planning/conference time, exclusive of the time before or after the student day. Every effort will be made by the administration to minimize the need for bargaining unit member supervision during lunch and recess. Where possible, specialist teachers and paraprofessionals will work with the administration to make thirty (30) of the forty (40) minutes per day uninterrupted.

B. The morning arrival time before the student day for elementary teachers in grades K-4 shall be counted as a duty when teachers are assigned for student contact.

C. The Pre-K staff, along with building administration, may address planning time to reflect current procedures and protocols.

27.03 Bargaining unit members may leave the building during their duty-free scheduled lunch period upon notification to the building administrator, unless an emergency situation exists.

27.04 Any additional time or duties not outlined above which are required by the administration where teachers are approved to teach an overload will be compensated at a prorated hourly rate of that teacher's per diem rate, (one (1) class per day, five (5) per week).

27.05 Definition of overload or added assignment for a semester or more: supervision and/or instruction of students during the time normally granted to a teacher under Section 27.02. Payments will be made under Section 27.04.

27.06 Any significant changes of the normal student day will not be initiated without consultation with the Association officers prior to the proposed change. However, individual "flex time" arrangements may be implemented upon the agreement of the building principal and bargaining unit member.

27.07 Internal Substitution

A. The Administration will maintain efforts to increase the cadre of available qualified external substitute teachers to assist in preventing coverage "emergencies" and avoiding the need for internal period substitution/extended coverage, altogether.

B. When substitute teachers are not available, the Administration will first seek out teachers to voluntarily agree to internally substitute only during their duty-free time (lunch, planning, etc.). If there are no teacher volunteers to internally substitute, the building principal shall have the right to assign any teacher with duty-free time to substitute. Such assignments will be equitably distributed during the course of a year to avoid over-taxing any individual teacher. Teachers who internally substitute during duty-free time shall be paid at the rate of .000016 of the B.A. base salary per minute (minimum of fifteen (15) minutes).

C. When an emergency arises (Le., too many absent teachers and/or not enough readily available substitutes to provide needed coverage), and the provisions of 27.07B have been exhausted, and/or where emergency circumstances require extended coverage, the Administration will proceed to seek coverage from among those in a multiple teacher classroom setting, with the belief that on any given date where such an

emergency arises, what is happening in any classroom setting may be more appropriately gauged by the professionals involved.

D. Should coverage from a multiple teacher classroom in the circumstances set forth above be necessary, the Administration will follow a seniority based rotational approach (starting with the least senior) in making internal substitute assignments, so as to reduce the number and frequency that any such multiple teacher classroom would be called upon to assist in the emergency.

E. If a multiple teacher classroom is ultimately disrupted for purposes of internal substitute coverage, as set forth above, the applicable rate (i.e., .000016 of the B.A. base salary per minute) will be paid proportionate to the number of bargaining unit members disrupted (e.g., if there are 3 assigned teachers in a multiple teacher classroom and 1 is assigned to internally substitute in an emergency, each member of the team will receive 1/3rd of the compensation for the time spent by the internal substitute during the disruption of the regular schedule).

F. All of these steps will be taken with the mutual goal of preventing disruption to the normal educational process as much as possible.

G. Teachers who internally substitute as set forth herein will be paid for such time in the first available payroll after submission.

H. In multiple teacher classroom situations where the classroom teacher and/or intervention specialist present indicates that a substitute is not needed, then no substitute will be provided and no additional pay will be provided for any teacher. In addition, no internal substitute pay will be available to any teacher for the absence of a scheduled service provider (for example, OT/PT, speech therapist, Title I instructor, etc.). It is agreed that teacher absences of short duration due to unexpected delays during the workday, i.e., a prior meeting going late, will not necessitate a substitute in multiple teacher classrooms nor result in internal substitute pay.

I. In situations where a class or a partial class must be combined with another class when no substitute is available the classroom teacher will receive compensation under this section.

J. If one of two teachers regularly assigned to supervise a lunchroom, recess or study hall are absent and no substitute is provided, the teacher on duty shall be compensated at a rate of .000016 of the B.A. Base Salary per minute (minimum of fifteen (15) minutes). If it becomes necessary for a class of an absent teacher to be split between teachers, the teachers shall split the compensation.

K. Substitutes for specialist teachers of music, art, library, and physical education shall be provided. If under emergency circumstances a substitute is not available for a specialist, then the provisions of Section 27.07 shall be followed.

27.08 Academic classes at the high school shall not be assigned to classrooms containing computer labs, however these classrooms will remain open for use as a computer lab. Every effort will be made to schedule only science classes in the high school science classrooms that have sink facilities to facilitate lab preparation. In addition, the administration will make every attempt to reduce lab-based teachers traveling with lab materials.

27.09 Teachers at the elementary schools shall be permitted to leave their classes while library, music, physical education and art are being instructed by a specialist teacher. Administrators shall formulate schedules for the above specialist areas as far as possible before the school year begins so that specialist teachers may administer their programs for the school year.

27.10 North Ridgeville City Schools library/media centers will be open for student service for the entire instructional year including the first week of school and the last week of school.

27.11 Teachers shall collect student fees only in accordance with Board policy and procedure. In-service will be provided on Orientation Day on these policies and procedures.

27.12 Nurses, psychologists, counselors, speech therapists, and transition specialists shall not be assigned duties.

27.13 K-4 classroom teachers, including specialists with a full teaching load, shall have no more than one-hundred thirty (130) minutes of duty in any week.

27.14 Every effort will be made by the administration to prioritize appropriate space for specialist instruction in scheduling with input from specialists.

ARTICLE 28 SALARY PAYMENTS

28.01 Payroll shall be issued through 24 equal pays per contract year. Bargaining unit members shall receive their pay semi-monthly on the 5th and 20th of each month. Any pay date that falls on a non-business day (weekend, holiday or both) will be paid on the business day prior to the holiday and/or weekend.

28.02 Bargaining unit members, during the term of this Contract, shall be compensated in accordance with the Salary Schedule attached hereto and made a part hereof and marked Appendix E.

No bargaining unit member will receive credit for any training beyond the B.A. unless such work:

A. Is recognized as graduate work studies from an accredited university; such credit shall only be awarded for those hours earned after the receipt of the B.A. (B.S.) degree or an M.A. degree, whichever is relevant. Hours earned after a bachelor's degree and prior to a Master's Degree cannot be used toward Master's Degree plus hours on the salary schedule; or

B. Has received advance approval from the Superintendent of Schools or his/her designee; and

C. The bargaining unit member has filed the request reflecting completion of additional training on the proper form submitted no later than September 15 in order to qualify for added payment for that school year, with the official transcripts filed not later than November 15.

D. Compensation adjustments shall be made effective retroactively to January 1 provided the bargaining unit member submits the proper form and all course work completed no later than January 15, with official transcripts reflecting completion of the additional training received by the office of the Superintendent no later than April 1.

28.03 Any balance owed a bargaining unit member due to a termination of a contract by either party shall be computed and paid to said member at the earliest pay period following said termination.

28.04 The Board shall provide the following payroll deduction options to all members of the certified/licensed staff:

A. Insurance

B. Employees credit union

C. United Way

D. Annuities

E. Professional dues

F. U.S. Savings Bonds

G. NREA Scholarship

H. Endowment Foundation

I. Mutual Funds

J. Ohio Tuition Trust Authority

K. Flexible Savings Accounts

28.05 Options to deduct in the preceding eleven (11) categories will be available twice per year in September and January. Opportunities for deductions to the Credit Union which would result in a ten dollar ($10) or more deduction per month may be made at any time. Under emergency conditions, deduction status may be altered in all categories with approval of the Treasurer.

28.06 All employees shall be paid through direct (electronic) deposit. On each pay date, bargaining unit members will receive a pay stub through electronic mail delivered to the employee's District email account.

ARTICLE 29 SEVERANCE PAY

29.01 Members of the bargaining unit with at least ten (10) years of service with the District shall be paid by the North Ridgeville Board of Education upon being accepted by the State Teachers Retirement System ("STRS") for non-reduced benefit retirement, an amount equal to thirty percent (30%) of their accumulated sick leave to a maximum of seventy (70) days.

Bargaining unit members who are accepted for reduced benefit retirement by STRS will receive severance in an amount equal to thirty percent (30%) of their accumulated sick leave subject to the maximum allotted amount set forth herein.

A. Less than 14 years - 55 days

B. 15 - 19 years - 60 days

C. 20 - 24 years - 65 days

D. 25+ years – 75 days

Employees shall be paid for all sick leave days accumulated and not used and personal leave days not used during the final two (2) school years of employment with the North Ridgeville Board of Education and prior to retirement under the State Teacher's Retirement System. Such sick leave (fifteen (15) days) and personal leave (three (3) days) per year times two (2) years is a total of thirty-six (36) days) will be paid for at the rate of one hundred dollars ($100) per day to a maximum of three thousand six hundred dollars ($3,600.00).

ARTICLE 30 JOB SHARE

30.01 Regular Job Sharing

A. Two bargaining unit members who are qualified and certified/licensed for the same position may be granted, with approval of the Superintendent, the opportunity to share a job. These bargaining unit members shall each be credited with a full year of seniority and a full year of credit for placement on the salary schedule. Each bargaining unit member shall have the option of receiving any fringe benefits such as hospitalization, dental, etc., with the Board paying a portion of the single or family premium prorated to the amount of time worked. The Board shall provide insurance coverage in accordance with Article 31 of this agreement. Not later than March 1 of the job share program term, both bargaining unit members must commit to do one of the following: 1) both request to continue to job share for the next school year; 2) one or both choose to return to full-time positions; or 3) if one or both do not elect to commit to options 1) or 2) above, then such bargaining unit member shall resign from his/her position. If bargaining unit members on the recall list are similarly certified/licensed, then District-wide seniority shall determine the option of recall.

B. Job sharing will not be permitted unless requested by the employees and specifically approved by the Superintendent.

C. If a bargaining unit member on the recall list declines a job sharing position, he/she will not waive recall rights and, only after all certified/licensed persons on the recall list decline placement in the job sharing position, will other candidates be considered.

D. The building principal shall provide an opportunity for the job sharing employees to discuss scheduling needs. Total preparation time for job sharing employees shall be equivalent to the preparation time of a full-time employee in that position. An attempt shall be made to divide the preparation time equitably between the job sharing employees. The bargaining unit members involved in job sharing should, jointly with the principal, develop a plan for sharing job obligations (i.e., meetings, Parent/Teacher Conferences, grading, progress reports). Each employee shall share relevant information with the other employee.

E. The decision to initiate the job sharing program is at the discretion of the Superintendent. The Superintendent shall take into consideration such factors, but not limited to: needs of the district, educational program; schedules; and, compatibility of participants.

F. The individuals participating in the job sharing program must remain in the program for one (1) school year. If they wish to continue in the job sharing program for the next school year, they must reapply no later than March 1 for the following school year and obtain the approval of the Superintendent.

G. Any certificated/licensed individual new to the District and employed to fill one-half of a job sharing partnership, shall be considered to be a "long-term substitute" and subject to the provisions of Article 52.

H. A bargaining unit member's seniority and movement on the salary schedule shall continue while participating in the job sharing program.

ARTICLE 31 INSURANCE PROGRAM

31.01 The Board will provide the following coverage through the Suburban Health Consortium ("Suburban"):

A. Hospitalization

B. Extended care
C. Major medical

D. Prescription drug

E. Dental plan with orthodontist

F. Optical coverage

31.02 The current levels of benefits are set forth in the "Description of Benefits" attached as Appendix "M." This shall be identified as the North Ridgeville City Schools Health Plan ("Health Plan").

31.03 Employees will pay seventeen percent (17%) of the monthly premiums associated with the cost of said health insurance benefits, including prescription drug benefits.

31.04 A Section 125 Plan ("Plan") will be available for employees, which will enable eligible employees to have their contributions payroll deducted on a pre-tax basis.

31. 05 Working Spouse Coverage

A. If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

B. This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance

coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

C. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

D. Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

E. If an employee submits false information or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure results in the Plan providing benefits to which a spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Health Plan. If an employee submits false information, he/she may be subject to disciplinary action by the District, up to and including termination of employment.

31.06 Health Insurance Committee

A. A Health Insurance Committee composed of 12 designated representatives of both of the District's recognized labor organizations and the Board is hereby created. The NREA shall appoint four (4) members (with 4 votes), the NRNTEA shall appoint four (4) members (with 4 votes), and the Superintendent shall appoint four (4) members (with 8 votes). Decisions on those matters within the authority of the Committee will be made by a three-fourths majority of the votes and shall be final and binding upon all parties. The time, dates and frequency of Committee meetings will be determined by the Committee. Agendas for meetings must be pre-approved by the President of

the NREA, President of the NRNTEA, the Superintendent/designee, and the District Treasurer.

B. The purpose of the Committee shall be primarily to serve in an oversight capacity with respect to the District's Health Plan. In addition, the Committee is authorized by the Board and the Unions to take action to address plan design modifications of the medical, dental, prescription drug and vision insurance in limited circumstances set forth herein. Additionally, the current Wellness Committee will function as a Subcommittee of the Health Insurance Committee and shall continue to meet regularly and remain be responsible for planning and implementation of wellness activities as determined by the Committee as well as formulating a budget for wellness activities, from available funds, to promote employee health and well-being. The Subcommittee is responsible for submitting the wellness plan to Suburban by October 1st.

C. The Board agrees to provide the Committee with documents and information related to the cost of coverage through Suburban, including documents and information related to any annual renewals of such coverage.

D. The Health Insurance Committee shall hold at least one (1) annual open meeting for all the employees of the District to attend and ask questions about their health coverages.

E. A summary 'Schedule of Benefits' description shall be prepared by the Third Party Administrator and distributed to each Plan participant. Should changes be made to the plan design of the District's Health Plan, a decision by 3/4th majority of the votes of the Committee members shall be final and binding upon all parties. Any action on proposed plan design modifications may only occur, if at all, once per Plan year unless there is express written mutual agreement between the President of the NREA, the President of the NRNTEA, the Superintendent/designee, and the District Treasurer.

31.07 The Board shall provide all certificated/licensed employees with a term life insurance policy equal to two times the teacher's annual salary (maximum of $125,000) rounded up or down to the closest dollar on thousand. This insurance shall provide for double indemnity. The members of Association shall have the option of purchasing additional insurance, at their own expense paid through payroll deductions, subject to the requirements of insurability and the carrier and in an amount not to exceed the employee's current level of insurance coverage.

ARTICLE 32 EXTENDED TIME CONTRACTS

32.01 The number of extended service days shall be as follows:

Guidance**	
(HRAC, HS, RHTA)	17 Days
(Liberty, ECLC)	13 Days
Family and Consumer Sciences	2 Days
District Nurse	15 Days
Building Nurse	3 Days
Psychologists	17 Days
Transition Specialists	10 Days

**Guidance may use one (1) of their allotted extended days during the school year, with the approval of the Superintendent or designee, to complete Section 504 plans. This day can be taken as one (1) full day or in two (2) half-day increments.
Up to an additional two (2) extended days may be granted on a one-time basis upon request if approved by the Superintendent or designee. Extended days may also be reduced upon request of a bargaining unit member, and subject to approval of the Superintendent or designee. In addition, bargaining unit members are expected to perform services on any extended day commensurate with a regular work day as defined in this Agreement.

32.02 Extended time contract days will be compensated at the bargaining unit member's per diem rate.

32.03 Scheduling of extended time contracts shall be done by the Superintendent or designee based on program needs and shall be provided to the bargaining unit member by the end of the school year prior to the year in which the schedule is applicable. Time scheduled will be contiguous with the beginning and ending of the school year unless otherwise agreed by both parties, and except that extended time for Guidance shall include attendance at designated after-school events. Each after-school event shall be counted as one (1) half day extended day, and an employee shall not be required to attend more than the two (2) half day extended day events (i.e., the equivalent of one (1) extended day) at designated after school events. These events shall be identified by the Superintendent or designee by August 1 of the applicable school year. Extended time contracts may be prorated for part-time positions.

32.04 Changes of the job description/duties of extended time contract holders can only be made if agreed upon by both the principal and extended time contract holder.

ARTICLE 33 EMPLOYER "PICK-UP" OF TEACHER-EMPLOYEE RETIREMENT CONTRIBUTION

33.01 The Association and the Board agree that the Board shall implement the 'pick-up' of the certificated/licensed teacher-employee's required contributions to the State Teachers Retirement System (STRS) and with the Board of Education having agreed to do so, the Treasurer is hereby authorized, effective with the first payroll payment following the Board's adoption of this proposal, to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each certificated/licensed employee's contribution to STRS in lieu of payment by such employee, and that such amount contributed by the Board on behalf of the certificated/licensed employee shall be treated as deferred salary paid by the Board to SIRS from the contract salary otherwise payable to such certificated/licensed employee in cash.

33.02 The Treasurer is also directed to prepare and distribute an addendum to each certificated/licensed employee's contract which states (1) that the employee's contract salary is being restated as consisting of (A) a cash salary component and (B) a 'pick-up' component, which is equal to the amount of the employee contribution being 'picked-up' by the Board on behalf of the employee; (2) that the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each certificated/licensed employee; and (3) that sick leave, severance, vacation, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and 'pick-up' component of the employee's restated salary.

33.03 The Board's total combined expenditures for employees' total contract salaries payable pursuant hereto (including 'pick-up' amounts) and its employer contributions to STRS shall not be greater than the amount it would have paid for those items had this resolution not been in effect.

33.04 The Board shall compute and remit its employer contributions to STRS based upon total contract salary, including the 'pick-up'. The Board shall report for federal and Ohio income tax purposes as an employee's gross income, said employee's total contract salary less the amount of the 'pick-up'. The Board shall report for municipal income tax purposes as an employee's gross income said employee's total contract salary, including the amount of the 'pick-up'.

The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

ARTICLE 34 SUPPLEMENTAL CONTRACTS

34.01 "Supplemental Contracts" shall be defined as those recognized positions which are performed in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written, individual, limited contracts that include:

- Duration of supplemental contract (school year);
- Title of supplemental position;
- Amount of supplemental compensation or hourly rate by payment section; and
- Reference to supplemental job description, if available, in the Supplemental Review Committee Handbook.

Postings for available supplemental positions will be made internally for a period of one (1) week (either the first or second week in April for all positions). In this context, "internal" refers to all licensed bargaining unit members. In accordance with state law, supplemental positions will be filled first with interested and qualified bargaining unit members.

34.02 No external posting for such positions shall occur until the candidacies of any and all internal applicants have been considered. This consideration may or may not include an interview in the discretion of the administration.

34.03 An external posting in accordance with the provisions of Ohio Revised Code Section 3313.53 may occur only if and when the administration has determined that there are no interested and qualified internal candidates for the vacant supplemental position.

34.04 For coaches who are returning, notification should be made as follows:

A. Fall Sports — filled in the Spring (on or before June 15th)

B. Winter Sports — filled in the Summer (on or before August 15)

C. Spring Sports — filled in the Fall (on or before October 15)

Positions which are or become vacant may be posted at any time.

34.05 The screening and interview process for filling athletic positions will be determined by the Athletic Director; however, the Athletic Director will continue to solicit and review information and input on candidates from the building administration as well as current coaches and head coaches in the sport of the vacancy in making recommendations on employment.

34.06 If such supplemental(s) remain vacant or a supplemental becomes vacant due to a resignation, that supplemental will be reposted immediately. In the case of a resignation during the term of a supplemental contract, the member will be compensated at a prorated amount for work performed as determined by the Administration. If the holder of a supplemental contract resigns mid-term; the new holder of the supplemental

contract will receive pay a pro-rated amount of pay for the duration of the supplemental contract.

34.07 In the absence of performance issues, interested incumbent supplemental contract holders will be continued in those positions. The Board of Education shall provide an incumbent bargaining unit member written notice of its intent not to rehire the member under a supplemental contract. This notice shall be given at least ten (10) days prior to the filling of the position. Failure of the Board to provide timely notice of intent not to rehire shall result in the automatic re-employment of the incumbent.

However, the position of department chairperson will be posted every year or when vacated, regardless of incumbency. For purposes of this section, incumbency rights may only be asserted for one (1) position by any individual holding two (2) varsity head coaching positions for teams which compete during the same season (including any overlap).

34.08 The determination of whether or not to fill a listed supplemental position on an annual basis resides with the Board.

34.09 Bargaining unit members may not volunteer to assume an established paid supplemental position. Bargaining unit members may volunteer when a supplemental position is created on a trial basis.

34.10 Upon request, any interested bargaining unit member who applies for a supplemental position but is not awarded a contract will be granted a meeting with the administration to discuss reasons surrounding that decision.

34.11 Acceptance of a supplemental contract shall be voluntary.

34.12 A teacher's performance relative to assigned supplemental duties shall not have an adverse effect on the status of his/her teaching evaluation.

34.13 Compensation for supplemental duties shall be as set forth in this Master Agreement. Effective with the 2021-2022 contract year, the Supplemental Committee shall review and determine appropriate compensation for supplemental duties.

34.14 Supplemental Review Committee

A. A Supplemental Review Committee has been established and authorized to deal with both athletic and non-athletic supplemental contracts, including creation of new supplementals. This Committee shall consist of a minimum of three (3) NREA members and a maximum of five (5) NREA members appointed by the NREA President and a minimum of three (3) members and a maximum of five (5) members appointed

by the Superintendent. The parties may agree to include visitors or experts as needed and by mutual agreement. The functions of this Committee shall include:

1. To study current supplemental positions and collaboratively create and review detailed job descriptions and duties of each supplemental position.

2. To make recommendations to the Board and Association for changes in the present supplemental salary schedules and/or for the job description and pay for any new position created by the Board during the term of the Master Agreement.

3. The Superintendent and/or Association President will promptly provide the Committee with information supporting any rejection by the Board and/or Association of recommendations made by the Committee.

4. The Committee shall develop and maintain the Supplemental Review Committee Handbook of policies and procedures that shall contain the following;

    a. Procedures for the creation of and determination of compensation for new supplemental contracts;

    b. Timelines for review of current supplemental contracts;

    c. Methodology for determining appropriate compensation for supplementals; and

    d. Current job descriptions for each supplemental position.

    This Handbook shall be available to all bargaining unit members and shall be incorporated by reference into the contract.

B. This Committee shall meet twice each year or more often upon agreement of a majority of the Committee.

C. Action of the Committee shall be by consensus and in writing. The Committee will utilize the North Ridgeville City Schools Interest Based Problem Solving (IBPS) Process Guidelines set forth in Appendix L.

ARTICLE 35 BOARD RIGHTS

The Board retains and reserves without limitation, all powers, rights, authority, and responsibilities conferred upon and vested in it by law, except as specifically limited by the express terms of this agreement.

ARTICLE 36 SUMMER SCHOOL

36.01 Summer School vacancies will be posted in each school with a copy given to the Association President. Teachers may indicate in writing their desire to be considered for the posted vacancies. When the qualifications of a teacher and another applicant, if any, are substantially equal in the judgment of the administration, the bargaining unit member will be awarded a position. If two or more teachers have applied for a position and possess substantially equal qualifications, a position shall be awarded to the teacher with greater seniority, with due consideration given to the needs of the district, where the administration feels the teacher is most qualified to serve and to the preference of the teacher. Determination of qualifications shall not be made in an arbitrary, capricious, or discriminatory manner.

36.02 If a member of the bargaining unit applies for and meets the qualifications for a summer school position, he/she will be awarded such position. If an applicant from the bargaining unit is not qualified or if there is no internal applicant for a summer school position, the Board may employ an external applicant without adhering to or following the procedures set forth under O.R.C. 3313.53.

36.03 During summer school service, teachers shall be eligible to apply for professional leave (Section 21.07), assault leave (21.03), parental leave (21.05) and leave without pay for illness or other disability (21.06). Teachers shall not be eligible for personal leave (21.01), sick leave (21.02) or the benefits of Article 31. The provisions of Articles 8, 10, and 22 shall apply to bargaining unit members who teach in the summer school program.

ARTICLE 37 PART-TIME EMPLOYMENT

37.01 Definition

A 'part-time bargaining unit member' is a member of the bargaining unit represented by the Association who is regularly employed by the District for a period of service less than the full workday specified in Section 27.01. Part-time bargaining unit members will be employed based upon the following schedule:

A. If a part-time bargaining unit member is employed five (5) days per week, he/she will be employed on a half-time (.5) or three-quarters (.75) schedule based upon the seven (7) hour-forty (40) minute workday.

B. If a part-time bargaining unit member is employed for a specific number of full days of the week (not five (5) days per week), he/she will be employed on a four tenths (.4), six tenths (.6) or eight tenths (.8) schedule based upon the seven (7) hour forty (40) minute workday.

Such part-time bargaining unit member employed under this Section B, shall be granted a minimum of thirty (30) minutes of uninterrupted lunch time and a minimum of forty (40) minutes for classroom preparation or teacher-initiated conference time per day.

37.02 Salary

Compensation for a part-time bargaining unit member will be premised upon the member's placement on the salary schedule and the proportionate amount of time of the full regular workday (7 hours and 40 minutes) worked by the part-time bargaining unit member. Salary payment will constitute a percent of the full-time salary schedule. For example, a part-time employee who works 3 hours and 50 minutes per day will be paid one-half of the salary schedule placement amount.

37.03 Preparation Time

The part-time bargaining unit member will receive a proportionate amount of the preparation time set forth in Section 27.02, with the proportion to be determined by the percentage established under 37.02 above. All part-time bargaining unit members will be provided with a minimum thirty (30) minutes of uninterrupted preparation time per day. Part-time bargaining unit members may be assigned duties.

37.04 Lunch

The formula developed in 37.02 above with respect to preparation time will be also applied to the thirty (30) minute duty-free lunch.

37.05 Insurance

The District will pay a percentage of the Board's contribution for health insurance coverage in the same proportion of the prorated schedule for which the bargaining unit member qualifies under Section 37.01 above. By way of example, a half-time (.5) employee shall pay fifty percent (50%) of the Board contribution as well as the full employee contribution for health insurance coverage.

37.06 Life Insurance

Part-time bargaining unit members will receive Life Insurance coverage in accordance with Section 31.03 of the Master Agreement.

37.07 Job Sharing

Teachers in Job Sharing positions are not included as part of this Article.

37.08 Seniority

Part-time bargaining unit members who work less than one-half time will be credited with one-half year seniority credit for each year of part-time service. Part-time bargaining unit members who work a half day or more will be credited seniority in accordance with Article 4.

37.09 Substitution

Part-time bargaining unit members who voluntarily substitute will be paid in accordance with Section 27.07.

37.10 Leaves

Part-time bargaining unit members will be granted leaves in accordance with Article 21. Personal and sick days will accumulate to the nearest quarter of services as compared to the regular workday (i.e., full-time employee earns 1.25 days sick leave per month; .5 FTE accumulates .625 day sick leave per month).

37.11 Voluntary Part-time

A. A voluntary, part-time bargaining unit member is defined as one who voluntarily becomes a (.4), (.5), (.6). (.75) or (.8) teacher. This person will have the right to be reinstated to a full-time position based on seniority and certification. Notification of his/her intent to return to full-time status for the succeeding year shall be made in writing to the personnel office by March 1 of the preceding school year. Failure to notify by this date forfeits the bargaining unit member's right to return to full-time status for the succeeding year.

B. Any bargaining unit member voluntarily entering a part-time position will remain in that position until the end of the school year.

ARTICLE 38 COMPLAINT PROCEDURES

38.01 When complaints are received with respect to any certified/licensed employee, the employee shall first be notified within five (5) calendar days of receipt of the complaint. Thereafter, the following procedures will be followed: If bargaining unit members are not notified of the complaint as outlined above, there will be no complaint.

A. Upon the submission of a complaint either the complaining party, the bargaining unit member or the principal may request a meeting of all parties involved. Such a meeting is to be arranged at a time convenient to the attendance of all, with every effort made to convene such a session within fifteen (15) calendar days of receipt of the complaint. Any of the parties involved may request that the meeting be held after the school day.

The complaint must be reduced to writing and a hearing held before the building principal or immediate supervisor to substantiate it before it can become a matter of record.

B. If after the hearing the complaint remains unresolved, it may be appealed to the Superintendent or his/her designee.

C. At each hearing, the bargaining unit member may be accompanied by legal counsel or a representative of his/her choice. All hearings conducted under this procedure shall be private.

D. The failure of a complaining party to arrange and/or attend a conference(s) or to submit a written statement of his/her complaint shall result in the dismissal of the complaint.

E. The procedure for processing a complaint shall be provided to all parents at the start of each school year in the Student Handbook.

38.02 Complaints

In the event a complaint against a bargaining unit member arises from the community or from a parent due to disciplinary procedures, the member shall be entitled to invoke the following progressive procedural steps:

A. Request to meet with his/her immediate supervisor in order to resolve the issue. If such meeting does not resolve the issue, the bargaining unit member may proceed to the next step.

B. Request to meet with the Superintendent in order to resolve the issue. If such meeting does not resolve the issue, the bargaining unit member may proceed to the next step.

C. The bargaining unit member shall be entitled to a hearing with the representatives of the Board of Education upon written request forwarded through the building principal to the Superintendent.

The bargaining unit member has the right to include counsel of his/her choice at this hearing.

ARTICLE 39 SPECIAL NEEDS PROGRAMMING AND CO-TEACHING

39.01 I.E.P.

A. Employees whose job responsibilities would be impacted by an Individualized Education Program ("I.E.P.") shall be provided the opportunity to participate in the development of the I.E.P. and be present at the I.E.P. meeting, if possible. However, classroom teachers shall be required to participate in IEP meetings as required by

federal or state law. If class coverage is needed, the teacher involved will arrange for a staff member to cover for a specific time (10-15 minutes). The teacher covering the class will not be compensated.

B. If a teacher is unable to attend, a form for the purpose of collecting input from the general education teacher shall be used.

C. Any employee whose duties would be impacted by an I.E.P. can request a meeting with the intervention specialist at any time to review the I.E.P. and/or the placement of the student. The meeting shall take place within five (5) working days of the date of the request.

D. The "I.E.P. at a Glance Form" will be provided for each teacher involved in that student's instruction as soon as possible at the beginning of the school year or no later than the end of the third week of school. The complete I.E.P. will be available for each teacher involved in that student's instruction upon request.

39.02 Scheduling

A. Attempts will be made to vary teacher involvement with students served in the least restrictive environment.

B. Modifications and/or accommodations on a student's I.E.P. may be delivered by the classroom teacher, the intervention specialist or related service personnel. The Board of Education agrees to fulfill the requirements of the I.E.P.

C. Intervention Specialists will be provided time outside of their regular schedules to develop I.E.P.'s. Released time will be provided to Intervention Specialists for this purpose.

D. Special education materials will be used for a special education student scheduled in a least restrictive environment where such is indicated by the I.E.P.

39.03 Training and Staff Development - If requested by either the Association or the Board, the Association and the Board shall jointly plan and sponsor a workshop or in-service dealing with special education issues. In addition, given the complexity and constantly shifting nature of the issues surrounding the education of children with special needs, the administration will assure that on no less than two (2) occasions per year, opportunities will be embedded into professional development time to facilitate collaborative time for special education staff.

39.04 Placement - General education classroom teachers have the right to request the convening of an IEP team to address concerns about meeting the needs of special education students in their classrooms. In addition, general education teachers with

demonstrated need for additional support due to the presence of one or more special education students are encouraged to dialogue with the administration concerning such need. Additional support in the form of an intervention specialist and/or paraprofessional may be provided and will not be unreasonably withheld.

39.05 Class Size - The determination of the size of general classes with special education students shall take into consideration any extraordinary demands on physical space, teacher contact, and/or teacher supervision.

A. Before an intervention specialist or speech and language pathologist is required to take on additional numbers of students on his/her caseload beyond the maximums established by the ODE Operating Standards, he/she shall have the right to meet with the administration to review the proposed waiver.

B. If a waiver is filed and granted for expansion to the caseload of an intervention specialist or speech and language pathologist, the affected bargaining unit member will receive compensation in the amount of $250 per waiver per semester, to a maximum of $500 per year.

39.06 Evaluation - It is acknowledged that an I.E.P. is not a performance instrument by which a certified/licensed employee will be evaluated. However, the same evaluation procedures referred to in Article 14 of the negotiated agreement will be used to evaluate all certified/licensed personnel.

39.07 Intervention Assistance Teams - Attendance and participation at IAT meetings occurring outside of the normal work day will remain voluntary. However, team members may be required to participate when appropriate and when possible during the school day. Attendance may also be required at the conclusion of classes but before the end of the school day.

ARTICLE 40
DISTRICT LEADERSHIP TEAMS (DLT'S), BUILDING LEADERSHIP TEAMS (BLT'S), TEACHER BASED TEAMS (TBT'S) and WAIVER OF CONTRACT

40.01 The District philosophy to utilize the District Leadership Team (DLT) and Building Leadership Team (BLT) models is to provide collaborative settings and establish consistent communication throughout the district on a regular and continuous basis. Each building in the District has a fundamental responsibility to serve students by adhering to the vision and mission of North Ridgeville City Schools, abiding by all contractual agreements and Board of Education policies, and coordinating all activities with other buildings unless and until they are granted a formal waiver. The guidelines of operation for DLT and BLT are outlined in this article under 40.02 and 40.03.

40.02 A District Leadership Team (DLT) shall be established.

A. The purposes of DLT shall be:

1. To oversee the development and implementation of Building Leadership Teams (BLT's) throughout the District.

2. To provide appropriate training in such areas as team building, trust building, facilitation, reaching consensus, communications, interest based problem solving and other training as the DLT determines.

3. To develop an annual procedure for reviewing the process of BLT's.

4. To review and recommend adjustments to District policies and procedures.

5. To mediate building disputes referred by BLT's and/or facilitate the answering of building organizational questions, particularly those questions arising over roles and responsibilities.

6. To reach consensus on all appropriate issues brought before the DLT, no votes of the DLT shall be permitted. The DLT will utilize the North Ridgeville City Schools Interest Based Problem Solving (IBPS) Process Guidelines set forth in Appendix L.

B. Make-up of the DLT: The President of the Association shall appoint a member from each building (2 from the 3-8 building beginning in 2017-18) preferably a member of that building's Building Leadership Team. The Superintendent shall appoint a minimum of four (4) members to DLT or a number not to exceed the number of Association representatives. The Association President and Superintendent shall jointly appoint a parent representative. Other guests may be invited as appropriate. Any member of the DLT who is appointed by the President of the Association shall serve a maximum of three (3) years on the committee unless mutually agreed upon to extend the length of service. C. The DLT may address the following topics and provide input:

1. Budget

2. School Improvement and Strategic Planning

3. School Calendar

4. Class Size

5. Student Learning and Achievement

6. School Culture and Efficacy

7. Professional Development (which will be reported to the Professional Development Committee).

40.03 Waiver Procedures: Each building wishing to request a Waiver of Contract Provisions shall do so through consensus submission to the Committee by the BLT.

A. Any deviation from the Negotiated Agreement must be approved by the Superintendent and Association President.

B. All deviations from the Negotiated Agreement shall specify the applicable length of time, and may be extended by agreement without establishing precedent.

1. If a BLT recommendation(s) requires a deviation from the Negotiated Agreement, the decision process shall include an opportunity for all certified staff within the building to share their opinions. A building decision shall not be implemented in any school year without at least a two-thirds (2/3) majority vote of the bargaining unit members present and voting and approval from the Superintendent or designee and Association President. Voting on a waiver may not exceed two (2) days and a re-vote may not be held until the following year.

2. Any variance of the Negotiation Agreement contract may be identified by the BLT.
   a. The request for a waiver must be signed by the committee facilitator and building principal.

   b. It must describe the decision-making process and include in as much detail as possible the provision wished to be waived, the nature of the waiver, reason for the waiver, and how bargaining unit members may be affected by the waiver.

   c. The waiver must be mutual and formally agreed to by the President of the Association and Superintendent.

3. The following articles (of the negotiated agreement) are not subject to consideration for waiver:

   a. Article 5 Association Rights and Privileges

   b. Article 7 Assignment and Transfer

   c. Article 8 Protection of Teachers

   d. Article 15 Multiple School Assignment

   e. Article 21 Leaves

f. Article 23 Political Activity

g. Article 28 Salary Payments

h. Article 31 Insurance Programs

i. Article 35 Board Rights

j. Article 46 Salary Agreement

40.04 Each school shall establish a Building Leadership Team (BLT'S)

A. Each BLT's composition should be representative of the entire learning community as determined by the building staff which shall include parent representative(s). The building staff will determine and publish parameters for selection of members. The elementary and middle school BLT will consist of one teacher from each grade level, one related arts teacher, and one special education teacher. Up to two (2) additional BLT members will be selected and appointed by the Association President. Up to two (2) additional BLT members will be selected by the building administration. The high school BLT will consist of one (1) teacher from each of the core subject areas, one (1) related arts teacher, and one (1) special education teacher. Up to two (2) additional BLT members will be selected and appointed by the Association President. Up to two (2) additional BLT members will be selected by the building administration. BLTs may invite third parties to assist with specific issues (for example, an assistant principal engaged in scheduling, etc.). Non-certificated staff may be included on the BLT. Older students may be included as deemed appropriate by the BLT. It is recommended that the BLT consist of no more than twelve (12) members.

B. Each BLT shall provide input on the schedule of training necessary to establish a successful school within established budgets to either DLT or the Professional Development Committee if applicable.

C. Each BLT shall conduct a needs assessment of building staff, parents, and students (in the case of high schools) with the help of District and Association resources.

D. Each BLT shall establish and publish, to the building staff and the DLT, a set of parameters which regulate decision-making within the committee and establish regular meeting dates. Each BLT will utilize the North Ridgeville City Schools Interest Based Problem Solving (IBPS) Process Guidelines set forth in Appendix L.

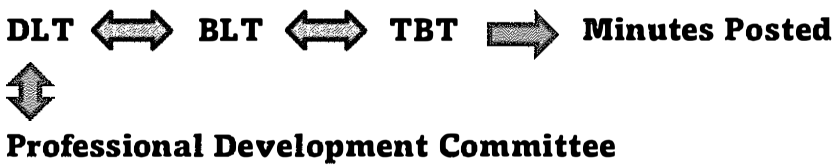
1. Each BLT shall establish a method of determining an agenda for each meeting, keeping minutes of meetings and a method of notifying the staff and other

interested parties of the agenda. Meeting minutes or summaries will be emailed or posted in a timely manner to the staff.

2. Each BLT shall establish a method of record keeping and staff reporting.

3. Each BLT shall address delineation of roles within the building organization.

4. District communication should follow the following diagram:



40.05 The BLT may address the following topics and provide input:

A. School Improvement and Strategic Planning

B. School Calendar

C. Student Learning and Achievement

D. Budget

E. School Culture and Efficacy

F. Professional Development

40.06 The final decision regarding staffing, budget, hiring, non-renewals, terminations, suspensions and the Master Schedule shall be determined by the administration. The Master Schedule shall be determined by the building principal with input from the BLT. However, the implementation of the Master Schedule shall not violate any provisions of the Master Agreement.

40.07 Each building will utilize Teacher Based Teams (TBT'S)/ Team Time for the purpose of department and grade level communication and collaboration between members along with the building administration to ensure the best educational practices are being utilized. TBTs are intended to be teacher driven, in collaboration with and accountability to the building administration.

A. The roles and responsibilities of the Teacher Based Team may include the following:

1. Collect, analyze, and chart student performance data relative to plan indicators or grade level standards.

2. Analyze student work and brainstorm possible solutions for students struggling across multiple classes.

3. Establish expectations for implementation of specific effective classroom changes relative to the data.

4. Report results to Building Leadership Team (BLT).

5. Share work and best practices based on data and celebrate successes.

6. Identify and plan for intervention and enrichment strategies.

7. Create common assessments, lessons and resources and review related data.

8. Research and troubleshoot evidence-based instructional strategies.

9. Review benchmark assessment data to identify at-risk students and identify students in need of additional support that may benefit from IAT.

10. Identify acceleration activities for students at or above grade level.

11. Identify and/or participate in TBT-requested professional development or professional development as required by law.

40.08 Professional Development Committee

A. The Professional Development Committee ("PDC") is responsible for recommending, coordinating and evaluating effective professional development opportunities, activities and programming for licensed/certificated staff in conjunction with the DLT, BLT, LPDC, and other District committees. This includes;

1. Assisting in the planning of District In-Service days;

2. Serving as liaison for grade level teams and building departments in the sharing of information, obtaining feedback, and the development of targeted professional development options for staff; and

3. Assisting with staff professional development activities on the building level, including prioritizing professional development for Pre-K teachers for implementation of and compliance with required states guidelines and targeted professional development.

B. The Professional Development Committee ("PDC") shall be a sub-group made up of DLT members. For the 2021-2022 school year, the PDC will consist of at least 3 bargaining unit members selected from the DLT and selection of those members will be made mutually by the Superintendent and NREA President. At that time, the Superintendent and NREA President will review and determine the number of members of the Committee going forward.

1. The Committee will be co-chaired by the Superintendent/designee and the NREA President/designee.

2. The Committee will be trained in team building skills, consensus decision making and the North Ridgeville Interest Based Problem Solving Process (Appendix L) and will develop procedures for governance of the PDC.

3. The Committee will operate by consensus.

4. The Committee will meet as determined mutually by the co-chairs.

5. Minutes for PDC meetings will be provided to Committee members and the DLT.

6. Participation on the PDC will be voluntary.

C. Compensation and Release Time

1. Release time for bargaining unit Committee members will be as determined by the co-chairs and will be provided for PDC meetings or assignments occurring during the normal work day. For authorized meetings and/or pre-approved Committee work outside of the normal work day, bargaining unit members on the Committee will be compensated at special projects rate per hour.

2. Bargaining unit members designated by the NREA President to serve as co-chair of the PDC will be eligible for additional hours at the special projects rate per hour for additional hours required for work performed as co-chair.

ARTICLE 41 DRUG FREE SCHOOLS

41.01 No employee shall unlawfully possess, use or distribute illicit drugs or alcohol on school premises or at any place where school activities are held. Disciplinary sanctions will be imposed on employees who violate this provision. Sanctions may include referral to and completion of an appropriate rehabilitation program, employment termination in accordance with O.R.C. 3319.16, and referral for prosecution.

41.02 Through this Agreement, the Board provides members of the bargaining unit with the mandatory standards of conduct described above and a description of the range of

sanctions that may be imposed for a particular violation. Information about drug and-alcohol counseling and rehabilitation and re-entry programs is available to employees of the North Ridgeville Schools and may be obtained through the Assistant Superintendent for Business Services.

ARTICLE 42 LIABILITY INSURANCE

42.01 The Board and the Association agree that the purchase of liability insurance for members of the bargaining unit represented by the Association is a mandatory subject of bargaining in accordance with Chapter 4117 of the Ohio Revised Code. The parties further agree and authorize the employer to purchase and pay the full premium for liability insurance covering each bargaining unit member now or hereafter employed. Where such coverage is obtained, the Board will promptly provide the Association President with a copy of the policy, which shall include notice of the policy's effective date.

42.02 Upon the request of a bargaining unit member, and with the concurrent approval of the Association's insurance carrier and the liability insurance carrier obtained by the Board, the Association's liability insurance carrier shall provide primary coverage and designate local counsel to represent that member.

42.03 The member is required to cooperate fully with counsel designated by either the Board's liability insurance carrier or the liability insurance carrier provided by the Association or both.

42.04 The bargaining unit members shall promptly submit accident forms or other reports dealing with possible liability claims. In no event shall such reports or forms be submitted more than three (3) calendar days following an incident giving rise to a possible liability claim.

42.05 No records of liability claims, not reduced to judgment or settlement, shall be retained in a bargaining unit member's personnel file.

42.06 The employee may bring a representative to any meeting involving representatives of the Board and the employee relative to any incident giving rise to liability claim provided, however, that no meeting will be delayed by the unavailability of the employee's representative.

42.07 The Board shall share with the affected employee(s) all information in the possession of the Board relative to any claim within forty-eight (48) hours of receipt of said information by the Board provided, however, that once litigation ensues, such information will be made available to the employee only if she/he is a party to the litigation.

ARTICLE 43 CHRONIC COMMUNICABLE DISEASES

43.01 Non-Discrimination

A. An employee who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than an employee with any other medical disability.

B. No employee shall be subjected to indiscriminate testing.

C. The Board shall not discharge any employee nor otherwise discriminate against any employee with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such employee has contracted a chronic communicable disease.

43.02 Reports of Suspected Carriers

A. All reports of suspected carriers shall be directed to the Superintendent. Bargaining unit members who learn that they may be infected with a chronic communicable disease are expected to promptly report such matters to the Superintendent.

B. All reports of suspected carriers shall be in writing and shall identify the person(s) making the report and shall note the reasons why the reported employee is suspected of being a carrier. If a report is received which does not meet those requirements, it shall not be acted on.

43.03 Testing Criteria

A. No employee shall be required to submit to a medical evaluation of his/her physical or mental condition without determination of just cause for said evaluation. The just cause determination shall be made by a tripartite panel which shall conduct a due process hearing and render a written determination which shall be final and binding on the parties.

B. The tripartite panel shall be composed of a physician selected by the Board, the employee's personal physician, and the Health Director for Lorain County. The Health Director shall act as chairperson of the panel and shall serve in that capacity for all subsequently convened panels to determine probable cause for medical evaluation.

C. The tripartite panel shall conduct a due process hearing to determine whether there is probable cause for the medical evaluation of an employee. Within five (5) days after the conclusion of the due process hearing the panel shall render a written determination and rationale to the Superintendent and the employee.

D. All costs of the tripartite panel shall be borne by the employer, save for the costs, if any, associated with the employee's selected physician, which shall be addressed through the employee's health care provider.

43.04 Before any employment-related action is taken, the Superintendent shall meet with the employee affected, the Association President, the labor relations consultant, the building principal(s) involved, and appropriate medical advisors to consider the appropriate options. Any employment-related action shall be based upon the medical facts documented and the advice of physicians with expertise in the field of the communicable disease identified.

ARTICLE 44 [RESERVED: INTENTIONALLY LEFT BLANK]

ARTICLE 45 TUTORS

45.01 Except as otherwise provided herein, Tutors enjoy the same rights and responsibilities as other members of the bargaining unit. All Tutors shall be initially placed on Step 1 of the B.A. column of the salary schedule and shall move up one step on the schedule each year thereafter until reaching the maximum placement of Step 4.

45.02 Tutors shall be eligible to participate in the Board provided Insurance Program as set forth in Article 31 of this Agreement. Tutors shall work a total of seven (7) hours and forty (40) minutes per day providing tutoring services to students. Tutors shall be entitled to a thirty (30) minute duty-free lunch period and a minimum of forty (40) minutes per day for classroom preparation and/or Tutor initiated conference time. In addition to providing the scheduled tutoring services to students, Tutors may also be assigned supervisory duties (lunchroom, recess or study hall) as are classroom teachers. The annual calendar for Tutors shall be one-hundred seventy-seven (177) days.

45.03 Tutors shall not be eligible for continuing contract status, preference for transfer or assignment into a classroom teaching position, or to exercise seniority rights to classroom teaching positions under Article 4 of this Agreement. Tutors shall be given preferential consideration for classroom teaching positions if available and if proper certification is held. She/he shall be credited with a maximum of five (5) years of experience as a Tutor or substitute.

45.04 Tutors shall be placed on a separate list for purposes of reduction-in-force. Tutor's seniority shall be determined by the length of continuous service of the individual Tutor in the bargaining unit. Tutors shall be eligible for recall only to like positions following a contract suspension due to a reduction-in-force.

45.05 If two or more Tutors have the same length of continuous service, then seniority will be determined by:

A. Total service in the North Ridgeville City Schools; and, then by

B. Date of Hire (consistent with seniority article) and then by

C. The date on which the Tutor submitted a completed job application; and then

D. By coin toss.

45.06 If a Tutor becomes a full-time or part-time teacher, and is subsequently suspended pursuant to a reduction in force, if all other areas of seniority are the same, then prior Tutor service in the district shall be used as a tie-breaker after other negotiated tie-breaking

45.07 Teachers who are suspended pursuant to a reduction in force and hold proper certification/licensure and greater seniority shall have the right to bump Tutors in accordance with the procedures of Article 4.

45.08 If a Tutor's contract is not non-renewed by the Board prior to April 30 of any year, such Tutor will be provided a one year contract for the following school year.

ARTICLE 46 SALARY AGREEMENT

46.01 The Base salary shall be increased as follows:

2024-2025	4%
2025-2026	3%
2026-2027	2.5%

46.02 Salary Schedule Placement

A. Each bargaining unit member employed by the Board shall be given full credit for each year of prior experience as provided in O.R.C. Section 3317.13(A) as a regular school teacher or for services in the Armed Forces of the United States, or a combination thereof, to a total of ten (10) years, (Le., up to five (5) for teaching and up to five (5) for military service); Half-year credits will not be granted to teachers entering the system. The salary increment granted for such service shall be the same as those currently granted to teachers whose public school service has been exclusively in the North Ridgeville School System. At the discretion of the Board, additional credit for qualifying years of teaching experience may be granted over five (5) but such credit cannot exceed fifteen (15) years.

B. A year of teaching experience shall consist of at least one hundred twenty (120) days in any one (1) school year under a teaching contract to receive credit for one (1) year's service. No credit will be given for partial years of service outside the District or for supplemental duties in the District. Teachers with one (1) semester but less than one hundred twenty (120) days of teaching experience in any one (1) school year in the North Ridgeville School System will be given credit to the extent of one-half (1/2) increment in the appropriate training column.

C. A partial year of military service consisting of eight (8) continuous months or more of service shall be counted as a full year for salary schedule purposes.

46.03 Teacher work that is not already addressed in the contract (i.e., supplemental review handbook positions, internal substitution or class size overages, etc.) which occurs outside the normal workday, the special stipend rate of twenty-eight dollars ($28.00) per hour (Meetings, Curriculum, Professional Development, Student Supervision, Detention) or thirty-two dollars ($32.00) per hour (Direct instruction, tutoring, Summer School) shall be used to compensate members when such time has been pre-approved by the Superintendent or designee. Approved time sheets must be submitted to payroll within ten (10) business days to be compensated.

ARTICLE 47 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE/LICENSURE RENEWAL

47.01 In accordance with Senate Bill 230 the parties agree to establish a committee called the Local Professional Development Committee.

A. This committee shall consist of three (3) members appointed by the Association President and two (2) members appointed by the Superintendent. One of the Superintendent's appointees will be a principal employed by the district.

B. These appointments shall be made annually on or before May 1st.

C. The appointments shall be made by each party outlined above notifying the other of those appointed.

47.02 This committee will be responsible for approving and reviewing personal development plans for coursework, continuing education units, and/or other equivalent activities.

47.03 This committee will meet monthly when necessary.

A. The committee may also be convened by the request of two (2) sitting members to deal with emergency situations.

B. If the committee meets beyond the normal work day, the members will be compensated at their normal hourly rate.

47.04 All decisions of this committee may be made by a majority vote of the committee members present and voting.

47.05 If during the course of carrying out committee responsibilities there is a requirement to have in-service or training, they may do so at no cost to the committee or loss of pay. All necessary, actual and reasonable costs of training - including all registration costs, travel, meals, accommodations, and mileage - will be reimbursed by the Board of Education in accordance with Board of Education policy DLC and DLC-R.

47.06 If a professional staff member is in dispute of a decision made by this committee, they may appeal within three days to the District Leadership Team, who will render a decision in accordance with their own rules and regulations.

47.07 The LPDC manual will be made available to all bargaining unit members electronically.

ARTICLE 48 INTERNET AND ACCEPTABLE USAGE

48.01 The Board and Association agree to the requirements set forth in the Board of Education's Acceptable Use and Internet Safety Policy, Regulations and Exhibit (EDE, EDE-R, and EDE-E). Furthermore, the Board agrees that when new software and technology solutions are implemented, the Board will make every effort to provide training in a timely fashion at the Board's expense. When possible, training will be prior to implementation.

48.02 Bargaining unit members will be instructed that Internet usage should be in support of education and academic research and that they should exercise good judgment when utilizing same.

48.03 Thatæ-Mail is not private and that only appropriate information should be sent.

48.04 That access to computers all over the world also comes with the availability of material that may be considered of an educational value. However, it is understood that all available precautions to remove and/or restrict access to controversial materials that can be discovered, accidental access to such material will not be on grounds for ruination of one's livelihood.

48.05 It is understood that occasional non-teaching time and non-educational computer and internet use by bargaining unit members may occur. This use is limited to any use that does not require an additional payment to the internet provider by North Ridgeville Schools.

48.06 The parties further agree that it is the Superintendent's and/or his/her designee's responsibility to inform students and parents regarding the electronic network usage.

48.07 The Board agrees that no adverse employment action may be taken against any bargaining unit member as a result of a breach in the security/integrity of the software programs, servers, and databases utilized within or outside of the District as part of the required methods of reporting students' grades, attendance, classroom activities, and/or communicating with parents/guardians; unless it is determined that the breach has occurred as a direct result of negligence or the intentional misuse of the bargaining unit member's account.

ARTICLE 49 RESIDENT EDUCATOR

49.01 Introduction

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board. This program shall be separate from and shall not replace the employee evaluation system.

49.02 Definitions

A. Resident Educator Program

The four-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

B. Resident Educator Program Coordinator (REPC)

The Resident Educator Program Coordinator shall be appointed by the Superintendent or his/her designee to coordinate the District's Resident Educator program. Eligibility criteria for selection as REPC shall be the same as the Mentor Teacher provided the REPC shall be required to have a least five (5) years of teaching experience in the North Ridgeville Schools and to have completed all other training required of Mentors prior to consideration as the REPC. The REPC shall perform the duties set out in the ODE Guidelines.

1. The REPC will be granted a one-year supplemental contract and will be paid in accordance with Appendix D.

2. The REPC will not be assigned a duty and the Administration will give consideration to providing flexibility in the REPC's schedule to enhance his/her ability to perform the necessary functions of that position.

3. Released time will be made available to the REPC as mutually determined by the Superintendent/designee and the REPC.

C. Mentor Teacher

A Mentor Teacher is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

1. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a supplemental contract and be paid in accordance with Appendix D. In addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

2. Mentor Teachers may be assigned one or more Resident Educator as determined by the needs of the Program.

D. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

E. Formative Assessment

Formative assessment - is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

49.03 Mentors

A. Qualifications

1. The Mentor Teacher must have five (5) years of teaching experience, of which three (3) years have been in the District as a classroom teacher and preferably at least two (2) years in the level or subject area assigned (i.e., elementary, middle school, special education, etc.).

2. The Mentor Teacher must be trained to act as a mentor through the current Ohio Department of Education Resident Educator program, or agree to be trained in the year of assignment as a Mentor Teacher.

3. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.

4. The Mentor Teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

B. Selection of the REPC and Mentor Teachers

1. Interested applicants shall follow the electronic posting procedures set forth in Article 34.01 for the REPC and Mentor Teacher positions and, thereafter, as the need arises in the District. Given the unique nature and timing of these positions, this posting and selection process may differ from that appearing in Article 34.01 and 34.08.

2. Selection for these positions shall be made by the Superintendent/designee utilizing the ODE Guidelines for the selection of Mentors.

3. Should no Mentor be available in the area of certification/licensure of a Resident Educator, the Superintendent may assign a Mentor from within the grade level or subject area most closely related to that of the Resident Educator.

49.04 General

A. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.

B. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

C. Neither the REPC nor any Mentor Teacher shall participate in the District's evaluation of any Resident Educator.

D. Neither the REPC nor any Mentor Teacher shall net be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

E. Neither the REPC nor any Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator or REPC/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher or the REPC shall constitute grounds for immediate removal from his/her role as Mentor Teacher or REPC.

F. At any time, if either the Building Principal or REPC determines that the Resident Educator-Mentor situation is not appropriate, and the concern is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the

NREA President and they shall have the authority to end the Mentor appointment. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Mentor whose position is ended and/or any Mentor beginning an assignment after the start of the year will be paid in proportion to time served in that role.

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

H. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, with the exception of the REPC.

ARTICLE 50 NURSING SERVICES

50.01 The Board will provide school nursing/ health services through the retention of one (1) Licensed District Nurse with the remaining necessary nursing services being provided by Building Nurses, licensed by the Ohio State Board of Nursing.

50.02 The Licensed District Nurse will be the Department Chair of Nursing and provide the coordination of the nursing services for the District. The extra duties of the department chair are mentioned under the job description of the department chair.

50.03 Building Nurses shall not be eligible for continuing contract status in accordance with ORC 3319.081. Building Nurses shall be given preferential consideration for any Board-determined vacancy in the Licensed District Nurse position.

50.04 The position of Building Nurse will be paid based upon the following pay schedule, which includes the 4% % increase for the 2024-2025 school year, 3% % increase for the 2025-2026 school year and 2.50% increase for the 2026-2027 school year.

HOURLY RATE:	FY20252024-2025	FY20262025-2026	FY20272026-2027
Step			
1	23.06	23.75	24.34
2	23.85	24.57	25.18
3	24.71	25.45	26.09
4	25.57	26.33	26.99
5	26.46	27.25	27.93
6	27.39	28.22	28.92

7	28.35	29.20	29.93
8	29.33	30.21	30.97
9	30.37	31.28	32.06
10	31.41	32.36	33.16

50.05 Nurses shall be scheduled to work one-hundred seventy-seven (177) days per year, seven (7) hours and forty (40) minutes per day as scheduled by the administration.

ARTICLE 51 EMPLOYMENT OF RETIRED TEACHERS

51.01 Where a vacancy exists within the bargaining unit which the Board may fill by hiring a properly certified/licensed applicant who is not already employed by the Board, or may consider and employ a North Ridgeville City School retiree(s) for any such vacancy upon the recommendation of the Superintendent. The Board is under no obligation to employ any retired individual and there is no expectation of reemployment when a bargaining unit member retires from the North Ridgeville City School District. Reemployed teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Reemployed bargaining unit members who previously worked in the District are not guaranteed a particular assignment upon reemployment.

Reemployed bargaining unit members will be assigned to positions that are within their certification/licensure area(s) and are eligible for transfers pursuant to this Contract.

51.02 The Board agrees to place such retired bargaining unit members on a one-year limited contract on the negotiated salary schedule, which is contained in this Master Agreement and such retired bargaining unit member shall be placed on Step 4 of the appropriate educational column for the teacher. If such retiree is granted a second one-year limited contract, he/she shall then be placed on Step 5. If such retiree is granted a third one-year limited contract, he/she shall then be placed on Step 6. If such retiree is granted additional one-year limited contracts after the third such contract, he/she shall continue to be placed on the Step 6 placement. This provision and such salary and individual employment contract with the reemployed bargaining unit member expressly supersedes O.R.C. 3317.13 and 3317.14, and all other applicable laws.

51.03 A retiree shall receive a one-year limited contract, which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a retiree through offering new one-year limited contracts, which automatically expire, shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article 12 regarding limited contracts shall not apply to retiree limited contracts. A retiree is not eligible for a continuing contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees provided under O.R.C. Section 3319.11 and 3319.111.

51.04 Retirees will be members of the bargaining unit and shall be afforded all rights of the Master Agreement except for the following:

Upon initial employment under this article, retirees shall be credited with zero (0) days of sick leave accumulation. Further, retirees shall not receive credit for any previously accumulated sick leave from any public service. This provision shall specifically supersede O.R.C. 3319.141. No retiree will be entitled to severance pay under Article 29 of the Master Agreement or under Ohio statutory law upon conclusion of employment as a retiree. Further, retirees shall not enjoy any rights under the following Articles of the Master Agreement- Article 4- Reduction In Force, Article 7- Assignments and Transfers, Article 12- Limited Contracts and Non-Renewals, Article 13- Professional Improvement and Termination of Contract, Article 14-Teacher Evaluation Procedures, Article 21.04-Sabbatical Leave, Article 21.05-Parental Leave, Article 21.06- Leave Without Pay for Illness or Other Disability, and Article 29-Severance Pay. In addition, retirees covered under this Article are not eligible for participation in the Sick Leave Bank -Article 21.02(E).

51.05 Retirees shall be eligible to receive any insurance benefits provided for other bargaining unit members during his/her employment with the Board. Life Insurance premiums are solely the responsibility of the reemployed teacher.

51.06 A retiree shall be eligible for appointment to a supplemental contract only at the discretion of the Superintendent.

51.07 Reemployed bargaining unit members may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed member shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed bargaining unit member's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity see, O.R.C. 3307.35.

51.08 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, and federal laws and regulations.

ARTICLE 52 LONG-TERM SUBSTITUTES AND LEAVE REPLACEMENTS

52.01 Long term substitutes are defined as substitute employees placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment and shall be informed at the time of employment that no expectation of continued employment exists upon the expiration of such contract.

52.02 The employment of long term substitutes shall be for the period specified in their contract of employment, and shall expire at the end of that term without action by the Board of further notice to the employee.

52.03 Long term substitutes shall be placed on the salary schedule at step BA-1. (MA-1 when MA is required for certification/licensure.)

52.04 The following contractual and statutory provisions shall not apply to long-term substitutes: Non-Renewal rights as found in Article 12 and Section 3319.11 of the Ohio Revised Code; Evaluation Rights as found in Article 14 and Section 3319.111 of the Ohio Revised Code; and, Reduction in Force rights as found in Article 4 and Section 3319.17 of the Ohio Revised Code.

52.05 Subsequent continuous employment of a long-term substitute for the succeeding school year in the same or another long-term substitute position shall allow the long-term substitute to move one step on the BA column on the salary schedule, providing they were employed for a minimum of one hundred twenty (120) days (at least three and one-half [3'/z] hours per day) in the prior school year.

52.06 At any time, long-term substitutes may become regular employees in accordance with normal hiring procedures. If such long-term substitute becomes a regular employee, he/she shall be placed on the salary schedule at the appropriate column and years of experience in accordance with the Ohio Revised Code.

52.07 To parties intend to supersede and replace Ohio Revised Code Sections 3319.11, 3319.111, and 3319.17 to the extent that the provisions of this Article conflict with same.

ARTICLE 53 CREDIT FLEXIBILITY

53.01 The Credit Flex Committee, consisting of the High School Principal (or designee), the High School Department Chairpersons, one (1) High School Guidance Counselor, and any identified Teacher of Record shall be convened to review all plans and applications which are submitted by students wishing to participate in the District's Credit Flexibility Program.

53.02 Credit Flex Committee members who are bargaining unit members will be compensated at the special project stipend rate of $25.00 per hour for committee meetings held outside of the normal school day as determined by the High School Principal. Department Chairpersons will be excluded from this compensation for committee meeting attendance.

53.03 A Teacher of Record (TOR) who is an available bargaining unit member shall be assigned to each student whose plan is approved. In the absence of an available and/or willing teacher whose participation is otherwise needed over the summer, a Licensed Building Administrator can be the Teacher of Record (TOR). A TOR is the person responsible for

making a final determination of grades and whether credit should be granted, subject to the provisions of Article 22.

53.04 If a credit flexibility plan pertains to a class which is not in the North Ridgeville High School Course Selection Handbook the teacher of record will be compensated at the rate of $28.00 per hour for work on any approved credit flexibility plan determined by the Committee to require time outside of the normal work day. Summer work is voluntary and will be compensated at this same rate and must be determined in advance according to the Credit Flexibility Plan. All hours must be determined in advance and approved by the Credit Flex Committee. Disagreements will be resolved by the High School Principal.

53.05 Only bargaining unit members certified in the core, HQT, or credentialed can be the teacher of record. If no bargaining unit member is available or willing the licensed administrator can be the teacher of record.

53.06 Credit Flex students will count as part of the class load/ prep for the teacher of record if the credit flexibility plan pertains to a class which is in the North Ridgeville High School Course Selection Handbook. If the maximum is met in class size or load then Article 11 will be followed in addition to any other compensation agreed upon under this Credit Flexibility agreement.

53.07 The teacher of record may be granted release time for work done associated with the creation of supplemental materials for independent study students, performance based work, work-study evaluation, offsite monitoring, internships, community partnerships, etc. This would be determined as part of the Credit Flexibility Plan and approved in advance by the Credit Flexibility Committee.

53.08 For any work that requires the teacher of record to travel to an offsite location the teacher of record will submit and be compensated for mileage at the District approved rate of travel. Any additional liability coverage related to address offsite issues required to cover the teacher of record will be covered by the Board at their expense.

53.09 In the absence of extenuating circumstances, Credit Flex teacher reassignment of the TOR will not take place in the middle or during the plan implementation.

53.10 Progress reporting will be determined as part of the approved Credit Flexibility Plan.

53.11 The TOR will be evaluated under the current terms of the evaluation process. Credit Flex students will not impact evaluation outside of the current terms negotiated in the Master Agreement.

ARTICLE 54 [RESERVED: INTENTIONALLY LEFT BLANK]

ARTICLE 55 DURATION

This Master Contract shall be in effect from July 1, 2024 to June 30, 2027.

Frank Vacha
President, North Ridgeville Board of Education

Date: 10-28-24

NREA President

Date: 10-25-2024

Roxann Ramsey-Caserio
Superintendent

Date: 10.25.2024

Michael Pissini
Board Treasurer

Date: 10/28/24

CERTIFICATE OF AVAILABLE RESOURCES

SECTION 5705.412 RC

The undersigned Treasurer of the Board of Education of the North Ridgeville City School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Years 2025, 2026 and 2027 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury of in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned Treasurer and President of the Board of Education of the North Ridgeville City School District, Ohio, and the Superintendent of Schools of the North Ridgeville City School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of the certification, are sufficient to provide operation revenues necessary to enable the District to maintain all personnel and programs for 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 years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This certificate is given in compliance with Sections 5705.41 5705.412 and 5705.44 of the Revised Code.

DATED: _____

NORTH RIDGEVILLE CITY SCHOOL DISTRICT

Frank Vacha, President

Michael Pissini, Treasurer/CFO

Roxann Ramsey-Caserio, Superintendent

APPENDIX A
ASSAULT LEAVE FORM

Name: _____ Date: _____

School: _____

Assault leave has been taken in accordance with Article V. Section 5.3 of the Agreement between the Board and the Association. The principal or supervisor notified was _____.

A written statement embracing all facts was submitted to the principal on _____.
(Date)

__y y_____ day(s) of assault leave was/were taken beginning on __y y_____.

_____, ____y_____, 20___, and ending on _____
(Day) (Month) (Day)

_____,y20____.
(Month)

Medical attention _____ required.
(was/was not)

If medical attention was obtained, or if your leave was for more than five (5) days, the following information must be stated:

Name of Physician: _____

Office Address: _____

Nature of Disability: _____

_____

_____ _____
(Teacher's Signature) (Principal)

_____
(Superintendent)

APPENDIX B
FORM A GRIEVANCE REPORT FORM
NORTH RIDGEVILLE CITY SCHOOLS

Grievance# _____

Distribution of Form:

1. Superintendent
2. Principal/Immediate Supervisor
3. Association Representative
4. Grievance Chairperson
5. Grievant(s)

Building Assignment Name of Grievant(s) Date Filed

A. Date Grievance Occurred: _____

B. Statement of Grievance including specific section(s) of contract claimed to be violated:

_____

_____

_____

_____

C. Relief Sought:

_____

_____

_____

Signature of Grievant(s): _____ Date: _____

Signature of Grievance Chair Person and/or NEA President:

_____ Date: _____

D. Disposition of Principal/Immediate Supervisor: _____

_____

Add Additional Pages If Needed

APPENDIX B
FORM B GRIEVANCE REPORT FORM
NORTH RIDGEVILLE CITY SCHOOLS

Name of Grievant: _____ Date: _____

Grievance# _____

SUBMIT TO SUPERINTENDENT OF SCHOOLS

A. Position of ASSOCIATION: _____

_____

_____

_____

_____ _____

(Signature and Date of Grievant(s)) (Signature and Date of Grievance Chair Person)
and/or

_____

(Signature and Date of NREA President)

B. Date Received by Superintendent: _____

C. Disposition of Superintendent: _____

_____

_____

_____

Signature and Date of Superintendent:

_____

Add Additional Pages If Needed

APPENDIX B
FORM C GRIEVANCE REPORT FORM
NORTH RIDGEVILLE CITY SCHOOLS

Name of Grievant: _____ Date: ___y_____

Grievancey# _____

SUBMIT TO SUPERINTENDENT OF SCHOOLS

A. Position of ASSOCIATION: _____

_____

_____

_____

(Signature and Date of Grievant(s)) (Signature and Date of Grievance Chair Person)

_____ _____

B. Date Submitted to Arbitration: _____

C. Disposition and Award of Arbitrator: _____

_____

_____

_____

Signature and Date of Arbitrator:

_____

Add Additional Pages If Needed

APPENDIX C
JOB DESCRIPTIONS

Job descriptions have been moved to a district manual.

APPENDIX E
COMPUTER AND ONLINE SERVICES

File: EDE-E

NORTH RIDGEVILLE CITY SCHOOL DISTRICT
ELECTRONIC NETWORK USAGE AGREEMENT

I have read, understand and will abide by the terms of the North Ridgeville City School District's Network Usage Policy. Should I commit any violation or in any way misuse the electronic network services or the school's computer network, my access privileges may be revoked and school disciplinary action may be taken.

Name (Print, ALL CAPS):

_____ Phone: _____

Use Signature: _____ Date: _____

Address: _____

User: (circle) Student Student= >18 Employee Volunteer

North Ridgeville City School District
Parent or Guardian Electronic Network Usage Agreement

(If a user is under the age of 18, a parent or legal guardian must also read and sign the District Electronic Usage Agreement.)

As the parent or legal guardian of this student, I have read, understand and agree that my child or ward shall comply with the terms of the North Ridgeville City School District Network Usage Policy. I understand that access to the electronic network is designed for educational purposes only. However. I also recognize it is impossible for the North Ridgeville City School District to restrict access to all controversial materials and I agree to hold the North Ridgeville City School District and its officers, agents and employees from any and all liability of any kind that may result from my child or ward's access to inappropriate materials in connection with network usage. Further, I accept full responsibility for supervision if and when my child's use of a District account is not in a school setting. I hereby give permission for my child to use the building-provided account to access the electronic network and other services.

PARENT/GUARDIAN:

Name (Print, ALL CAPS):

_____ Phone: _____

User Signature: _____ Date: _____

Address: _____

North Ridgeville City School District, North Ridgeville, Ohio

APPENDIX G

North Ridgeville City School District
NREA Teacher Salary Schedule
2024-2025
FY2025

Base $ 42,014

Step No.	Bachelor	BA+8	BA+16	BA+24	MA	MA+15	MA+30	MA+45
1	42,014	43,274	44,535	45,795	47,056	49,114	51,173	52,173
2	43,863	45,207	46,551	47,896	49,240	51,383	53,526	54,526
3	45,711	47,140	48,568	49,997	51,425	53,652	55,879	56,879
4	47,560	49,072	50,585	52,097	53,610	55,921	58,231	59,231
5	49,408	51,005	52,601	54,198	55,794	58,189	60,584	61,584
6	51,257	52,938	54,618	56,299	57,979	60,458	62,937	63,937
7	53,106	54,870	56,635	58,399	60,164	62,727	65,290	66,290
8	54,954	56,803	58,651	60,500	62,349	64,996	67,642	68,642
9	56,803	58,735	60,668	62,601	64,533	67,264	69,995	70,995
10	58,651	60,668	62,685	64,701	66,718	69,533	72,348	73,348
11	60,500	62,601	64,701	66,802	68,903	71,802	74,701	75,701
12	62,349	64,533	66,718	68,903	71,088	74,071	77,054	78,054
13	64,197	66,466	68,735	71,004	73,272	76,339	79,406	80,406
14	66,046	68,399	70,751	73,104	75,457	78,608	81,759	82,759
15	67,894	70,331	72,768	75,205	77,642	80,877	84,112	85,112
16	69,743	72,264	74,785	77,306	79,826	83,146	86,465	87,465
17	71,592	74,197	76,801	79,406	82,011	85,414	88,817	89,817
18	73,440	76,129	78,818	81,507	84,196	87,683	91,170	92,170
19	73,671	76,373	79,070	81,772	84,469	87,969	91,464	92,464
20	73,902	76,612	79,322	82,032	84,742	88,250	91,758	92,758
21	74,134	76,856	79,574	82,297	85,015	88,536	92,052	93,052
22	74,365	77,096	79,826	82,557	85,288	88,817	92,347	93,347
23	74,596	77,339	80,079	82,822	85,561	89,103	92,641	93,641
24	74,827	77,579	80,331	83,083	85,834	89,385	92,935	93,935
25	75,058	77,822	80,583	83,347	86,108	89,670	93,229	94,229
26	75,289	78,062	80,835	83,608	86,381	89,952	93,523	94,523
27	75,751	78,545	81,339	84,133	86,927	90,519	94,111	95,111
28	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876
29	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876
30	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876
31	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876
32	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876
33	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876
34	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876
35	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876
36	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876
37	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876
38	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876
39	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876
40	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876
41	77,138	79,995	82,851	85,708	88,565	92,221	95,876	96,876

***MA+45 column equals MA+30 column plus flat rate increase of $1,000**

North Ridgeville City School District
NREA Teacher Salary Schedule
2025-2026
FY2026

Base $ 43,274

Step No.	Bachelor	BA+8	BA+16	BA+24	MA	MA+15	MA+30	MA+45
1	43,274	44,573	45,871	47,169	48,467	50,588	52,708	53,708
2	45,178	46,563	47,948	49,333	50,718	52,925	55,132	56,132
3	47,083	48,554	50,025	51,497	52,968	55,261	57,555	58,555
4	48,987	50,545	52,102	53,660	55,218	57,598	59,978	60,978
5	50,891	52,535	54,180	55,824	57,468	59,935	62,402	63,402
6	52,795	54,526	56,257	57,988	59,719	62,272	64,825	65,825
7	54,699	56,516	58,334	60,151	61,969	64,609	67,248	68,248
8	56,603	58,507	60,413	62,315	64,219	66,946	69,672	70,672
9	58,507	60,498	62,488	64,479	66,470	69,282	72,095	73,095
10	60,413	62,488	64,565	66,643	68,720	71,619	74,519	75,519
11	62,315	64,479	66,643	68,806	70,970	73,956	76,942	77,942
12	64,219	66,470	68,720	70,970	73,220	76,293	79,365	80,365
13	66,123	68,460	70,797	73,134	75,471	78,630	81,789	82,789
14	68,027	70,451	72,874	75,297	77,721	80,966	84,212	85,212
15	69,931	72,441	74,951	77,461	79,971	83,303	86,635	87,635
16	71,836	74,432	77,028	79,625	82,221	85,640	89,059	90,059
17	73,740	76,423	79,106	81,789	84,472	87,977	91,482	92,482
18	75,644	78,413	81,183	83,952	86,722	90,314	93,905	94,905
19	75,882	78,664	81,442	84,225	87,003	90,608	94,208	95,208
20	76,120	78,918	81,702	84,493	87,285	90,898	94,518	95,518
21	76,358	79,162	81,962	84,766	87,566	91,192	94,814	95,814
22	76,596	79,409	82,221	85,034	87,847	91,482	95,117	96,117
23	76,834	79,660	82,481	85,307	88,128	91,776	95,420	96,420
24	77,072	79,906	82,741	85,575	88,410	92,066	95,723	96,723
25	77,310	80,157	83,000	85,848	88,691	92,361	96,026	97,026
26	77,548	80,404	83,260	86,116	88,972	92,651	96,329	97,329
27	78,024	80,902	83,779	86,657	89,535	93,235	96,935	97,935
28	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752
29	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752
30	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752
31	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752
32	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752
33	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752
34	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752
35	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752
36	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752
37	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752
38	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752
39	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752
40	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752
41	79,452	82,394	85,337	88,280	91,222	94,987	98,752	99,752

***MA+45 column equals MA+30 column plus flat rate increase of $1,000**

North Ridgeville City School District
NREA Teacher Salary Schedule
2026-2027
FY2027

Base **$ 44,356**

Step No.	Bachelor	BA+8	BA+16	BA+24	MA	MA+15	MA+30	MA+45
1	44,356	45,687	47,017	48,348	49,679	51,852	54,025	55,025
2	46,308	47,727	49,146	50,566	51,985	54,247	56,509	57,509
3	48,259	49,767	51,275	52,783	54,292	56,642	58,993	59,993
4	50,211	51,808	53,404	55,001	56,598	59,038	61,477	62,477
5	52,162	53,848	55,534	57,219	58,905	61,433	63,961	64,961
6	54,114	55,888	57,663	59,437	61,211	63,828	66,445	67,445
7	56,066	57,929	59,792	61,655	63,518	66,223	68,929	69,929
8	58,017	59,969	61,921	63,872	65,824	68,618	71,413	72,413
9	59,969	62,009	64,050	66,090	68,131	71,014	73,897	74,897
10	61,921	64,050	66,179	68,308	70,437	73,409	76,381	77,381
11	63,872	66,090	68,308	70,526	72,744	75,804	78,865	79,865
12	65,824	68,131	70,437	72,744	75,050	78,199	81,349	82,349
13	67,776	70,171	72,566	74,961	77,357	80,595	83,833	84,833
14	69,727	72,211	74,695	77,179	79,663	82,990	86,316	87,316
15	71,679	74,252	76,824	79,397	81,970	85,385	88,800	89,800
16	73,631	76,292	78,953	81,615	84,276	87,780	91,284	92,284
17	75,582	78,332	81,082	83,833	86,583	90,175	93,768	94,768
18	77,534	80,373	83,212	86,050	88,889	92,571	96,252	97,252
19	77,778	80,630	83,478	86,330	89,177	92,872	96,563	97,563
20	78,022	80,883	83,744	86,605	89,466	93,169	96,873	97,873
21	78,266	81,140	84,010	86,884	89,754	93,471	97,184	98,184
22	78,510	81,393	84,276	87,159	90,042	93,768	97,494	98,494
23	78,754	81,650	84,542	87,439	90,331	94,070	97,805	98,805
24	78,998	81,903	84,808	87,714	90,619	94,367	98,115	99,115
25	79,242	82,160	85,075	87,993	90,907	94,669	98,426	99,426
26	79,486	82,413	85,341	88,268	91,196	94,966	98,736	99,736
27	79,974	82,923	85,873	88,823	91,772	95,565	99,357	100,357
28	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220
29	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220
30	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220
31	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220
32	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220
33	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220
34	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220
35	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220
36	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220
37	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220
38	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220
39	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220
40	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220
41	81,437	84,454	87,470	90,486	93,502	97,361	101,220	102,220

***MA+45 column equals MA+30 column plus flat rate increase of $1,000**

APPENDIX H

North Ridgeville City School District
NREA Teacher Salary Index

Step No.	Bachelor	BA+8	BA+16	BA+24	MA	MA+15	MA+30	MA+45
1	1.0000	1.0300	1.0600	1.0900	1.1200	1.1690	1.2180	-
2	1.0440	1.0760	1.1080	1.1400	1.1720	1.2230	1.2740	-
3	1.0880	1.1220	1.1560	1.1900	1.2240	1.2770	1.3300	-
4	1.1320	1.1680	1.2040	1.2400	1.2760	1.3310	1.3860	-
5	1.1760	1.2140	1.2520	1.2900	1.3280	1.3850	1.4420	-
6	1.2200	1.2600	1.3000	1.3400	1.3800	1.4390	1.4980	-
7	1.2640	1.3060	1.3480	1.3900	1.4320	1.4930	1.5540	-
8	1.3080	1.3520	1.3960	1.4400	1.4840	1.5470	1.6100	-
9	1.3520	1.3980	1.4440	1.4900	1.5360	1.6010	1.6660	-
10	1.3960	1.4440	1.4920	1.5400	1.5880	1.6550	1.7220	-
11	1.4400	1.4900	1.5400	1.5900	1.6400	1.7090	1.7780	-
12	1.4840	1.5360	1.5880	1.6400	1.6920	1.7630	1.8340	-
13	1.5280	1.5820	1.6360	1.6900	1.7440	1.8170	1.8900	-
14	1.5720	1.6280	1.6840	1.7400	1.7960	1.8710	1.9460	-
15	1.6160	1.6740	1.7320	1.7900	1.8480	1.9250	2.0020	-
16	1.6600	1.7200	1.7800	1.8400	1.9000	1.9790	2.0580	-
17	1.7040	1.7660	1.8280	1.8900	1.9520	2.0330	2.1140	-
18	1.7480	1.8120	1.8760	1.9400	2.0040	2.0870	2.1700	-
19	1.7535	1.8178	1.8820	1.9463	2.0105	2.0938	2.1770	-
20	1.7590	1.8235	1.8880	1.9525	2.0170	2.1005	2.1840	-
21	1.7645	1.8293	1.8940	1.9588	2.0235	2.1073	2.1910	-
22	1.7700	1.8350	1.9000	1.9650	2.0300	2.1140	2.1980	-
23	1.7755	1.8408	1.9060	1.9713	2.0365	2.1208	2.2050	-
24	1.7810	1.8465	1.9120	1.9775	2.0430	2.1275	2.2120	-
25	1.7865	1.8523	1.9180	1.9838	2.0495	2.1343	2.2190	-
26	1.7920	1.8580	1.9240	1.9900	2.0560	2.1410	2.2260	-
27	1.8030	1.8695	1.9360	2.0025	2.0690	2.1545	2.2400	-
28	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-
29	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-
30	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-
31	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-
32	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-
33	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-
34	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-
35	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-
36	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-
37	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-
38	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-
39	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-
40	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-
41	1.8360	1.9040	1.9720	2.0400	2.1080	2.1950	2.2820	-

***MA+45 column equals MA+30 column plus flat rate increase of $1,000**

APPENDIX I REQUEST FOR CHANGE OF ASSIGNMENT FORM

Please submit the following information to the office of the Superintendent on or before the first Friday in February to indicate interest in a change of building, grade level, subject. (Electronic filing may be available-check with the Treasurer's office.)

NAME: _____ DATE: _____

PRESENT ASSIGNMENT:

BUILDING: _____ GRADE LEVEL: _____

SUBJECT(S): _____

NEW ASSIGNMENT DESIRED FOR NEXT YEAR:

1ST CHOICE BUILDING: _____ GRADE LEVEL: _____

SUBJECT(S): _____

2ND CHOICE BUILDING: _____ GRADE LEVEL: _____

SUBJECT(S): _____

REASON FOR REQUESTING THE CHANGE/POSITION: _____

_____

_____

_____

_____

Date received in Superintendent's Office: _____

APPENDIX J MASTER TEACHER PROGRAM

The North Ridgeville City School Board of Education and the North Ridgeville Education Association shall form a Master Teacher Committee, which shall be responsible for overseeing and verifying candidate eligibility and using state designated forms to properly process candidates. The Committee will approve only those who meet the eligibility standards set forth by the Ohio Department of Education.

Teachers who are National Board Certified following the completion of the required section of the application, shall be designated as Master Teachers. Ohio Teachers of the Year and Presidential Award in Excellence in Math and Science Teaching recipients (within the last five (5) years) shall be designated as Master Teachers. These teachers qualify for the one-time stipend.

The Committee shall consist of two (2) administrators and three (3) teachers. The administrators shall be appointed by the Superintendent and the teachers by the Association President. Every effort shall be made to ensure that at least one of the teacher representatives is a Master Teacher or holds National Board Certification. All members of the Committee shall serve three (3) year terms. The Committee Chairperson, who shall not be an administrator, will be responsible for attending and facilitating Committee meetings, maintaining and storing required records (including meeting notes), receiving candidate applications, preparing candidate applications for blind readings, notifying applicants of Committee decisions, and submitting required information to the EMIS Coordinator. The Committee shall be trained during work time. The Committee shall be given release time to complete its work. The Committee shall determine the time, location, and number of necessary Committee meetings. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association President.

The Master Teacher Committee members shall jointly establish the Plan of Operation for the appropriate designation of a Master Teacher including but not limited to the application and review processes, the dissemination of general information to bargaining unit members, and the appeal procedure.

Under no circumstances is the involvement in the activities of the Master Teacher Committee to be used for adverse employment decisions by the Board. Nothing in the Master Teacher Committee process shall have an adverse impact on the educator's performance evaluation as established in the collective bargaining agreement.

As determined by the Master Teacher Committee, the teacher committee members shall be provided with on-going training materials by the Board to ensure consistent application of the Master Teacher criteria. In the event that professional development opportunities can be made available to the Master Teacher Committee members, the Board may provide training as needed.

The teacher Committee members shall be compensated at their respective per diem rate when it becomes necessary to meet outside of the normal work day.

The Master Teacher Committee members will be provided with adequate access to copier equipment, paper, and other materials that may be necessary to perform its duties as specified in the Master Teacher operating procedures devised by the Committee.

The Master Teacher Committee shall be provided with secretarial support as needed to perform its duties appropriate to their service.

The Master Teacher Committee shall determine its own appeals procedure. The Master Teacher Committee appeals procedure is not subject to the grievance / arbitration procedure outlined in this agreement.

APPENDIX K CO-TEACHING IN NORTH RIDGEVILLE SCHOOLS
What is Co-Teaching?

The rationale for inclusive schooling and co-teaching as a service delivery model relies on philosophical points with an emphasis on the social aspect of this type of schooling:

- A better education for all students
- Less program fragmentation
- Less stigma for students

Most importantly, in today's schools, the above factors apply, but they are not the primary reasons that inclusive practices with co-teaching are growing as a means for providing special education services. Recent educational law moves us beyond the philosophical and into consideration of other state and federal elements:

- Access to the curriculum

  Both NCLB and IDEA make it imperative that students with disabilities, no matter what their current level of functioning, access the general curriculum to the maximum extent possible-a rationale for inclusiveness. Ohio law addresses the need for a standards based education for all students including students with disabilities. Many professionals are concluding that the primary means of ensuring access to the curriculum and to a standards based education is via placement in general education with support offered by a special educator in a co-teaching model.

- Adequate Yearly Progress (AYP)

  Directly related to access is the matter of ensuring that all students, including those with disabilities, make adequate yearly progress. This requirement raises several issues. First, when instruction is offered in a separate setting, it is often difficult if not impossible for a special educator to cover the content area in a way that adequately prepares students. Second, even in schools currently achieving AYP, several additional years of rising standards are ahead - and so focusing on assigning students to general education settings with appropriate support often is viewed as a means of working toward these required federal standards.

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How are the North Ridgeville City Schools participating in Co-Teaching?

One of the instructional priorities of the North Ridgeville City Schools is to "implement co-teaching and inclusive practices." Co-Teaching is part of an overall continuum of services that we must provide to our students. For many of our special needs students, participating in the regular classroom in a co-teaching setting is a very powerful, successful, and least restrictive strategy.

Since co-teaching is part of a continuum of services, we will still have resource rooms and pullout programs to serve the needs of some of our youngsters. Co-Teaching is part of having a "seamless system of intervention for our students, "which includes the regular classroom, intervention tutors, Title I reading, and special education services.

Co-teaching is a service delivery system in which

- two (or more) educators share instructional responsibility • for a single group of students
- primarily in a single classroom or workspace • to teach required curriculum
- with mutual ownership, pooled resources, and joint accountability • although each individual's level of participation may vary.

Six models of co-teaching depending on the nature of the lesson may include the use of any of the following methods:

One Teach, One Observe: One of the advantages in co-teaching is that more detailed observation of students engaged in the learning process can occur. With this approach, for example, co-teachers can decide in advance what types of specific observational information to gather during instruction and can agree on a system for gathering the data. Afterward, the teachers should analyze the information together.

- **Station Teaching**: In this co-teaching approach, teachers divide content and students. Each teacher then teaches the content to one group and subsequently repeats the instruction for the other group. If appropriate, a third "station" could give students an opportunity to work independently.

- **Parallel Teaching**: On occasion, students' learning would be greatly facilitated if they just had more supervision by the teacher or more opportunity to respond. In parallel teaching, the teachers are both teaching the same information, but they divide the class group and do so simultaneously.

- **Alternative Teaching**: In most class groups, occasions arise in which several students need specialized attention. In alternative teaching, one teacher takes responsibility for the large group while the other works with a smaller group.

- **Teaming**: In teaming, both teachers are delivering the same instruction at the same time. Some teachers refer to this as having "one brain in two bodies." Others call it "tag team teaching." Most co-teachers consider this approach the most complex but satisfying way to co-teach, but it is the approach that is most dependent on teachers' styles.

- **One Teach, One Assist**: One person would keep primary responsibility for teaching while the other professional circulated through the room providing unobtrusive assistance to students as needed.

Source: Co-teaching: Concepts, Practices, and Logistics – Dr. Marilyn Friende- August, 2006

The district has been able to fund the co-teaching project through the generosity of a $15,000 grant from the Martha Holden Jennings Foundation and a $28,000 grant from the Nord Family Foundation. The district could not have embarked on the co-teaching journey without the support of these two organizations. The district is also funding this project through the use of Federal Title grants, and will continue to aggressively pursue other sources of funding to make sure that Co-Teaching is a solid foundation of instructional practice in the North Ridgeville City Schools for many years to come.

Service Delivery in the North Ridgeville City Schools

We believe that all students have a right to a standards based education in the least restrictive environment. We believe that while some students do require service (small group instruction or specific therapies) outside of the general education setting, services provided in the general education setting via co-teaching are an important step on the continuum of services especially in the areas of reading and math.

The continuum of services (from least to most restrictive) includes:

- Consultative services provided for a student who participates in general education.
- Co-teaching services provided for a student via/during participation in general education.
- Small group instruction can be provided in the general education setting or via removal to another area (therapy area, special education room, etc.).
- For students with the highest level of need placement out of district (perhaps in a separate facility) may be necessary.

Not all students with disabilities require that their services be delivered outside of the general education classroom. Some students benefit from receiving their services in the general education setting. Some need only a few minutes of instruction outside of the general education setting, while others need to be outside of the general education setting for most or even all of their school day. The amount of time a student receives any service either in or outside of the general education setting is determined by student need. No matter what a student's disability the team should discuss what options are best for each individual student.

APPENDIX L NORTH RIDGEVILLE CITY SCHOOLS INTEREST BASED PROBLEM SOLVING (IBPS) PROCESS GUIDELINES

Preface: The parties recognize that not all issues that arise within the system are appropriate subjects for use of the District's Interest Based Problem Solving ("IBPS") Process, such as personnel matters, certain operational and fiscal issues, and those with clearly defined legal avenues of accountability and/or responsibility that either cannot or should not be delegated. Nevertheless, the parties also readily acknowledge that many issues which emerge in the course of our shared mission to provide a harmonious and productive educational institution can be effectively resolved through the use of IBPS. For those instances, the following represents a practical set of agreed-upon guidelines for utilizing the IBPS process in North Ridgeville City Schools:

Step 1: Accountability Parameters and the "Threshold" Identification of the Level of Authority:

Prior to the actual initiation of the IBPS process, a fundamental inquiry must be made as to the level of authority being conferred upon the group relative to the issue at hand. At this juncture, the Administration and/or Board must identify how any solution derived from the problem solving process would be recognized. There are three (3) basic levels of authority:

1. Input - where the decision and/or recommendation will remain with the administrator or Board, but possible solutions are being sought for input in reaching that action.

2. Recommendation - here, the decision-maker has conferred upon the problem solving group the task of generating the recommendation to forward to the next level.

3. Decision-making - at this level, the group is empowered to generate the ultimate solution commensurate with the level of authority of the deferring administrator or the Board.

[*Step 1 Key Resources*: Honesty, Clarity, Communication]

Step 2: Non-leading or "Neutral" Statement of the Issue:

The issue(s) to be resolved are presented in a nonaligned fashion so as to avoid the suggestion of a predetermined solution. The party raising the issue should minimize expressing needs or concerns at this point.

[*Step 2 Key Resources*: Understanding/Appreciation of the IBPS process, Communication, Openness]

Step 3: Focusing the Issue - Attaining Group Understanding of the Specific Nature and Parameters of the Problem:

Although useful to the process, the neutral issue statement will rarely provide enough information to allow an immediate discussion about the interests involved. As such, at this juncture, a short discussion is necessary by the problem solving group to "flesh out" the problem. An effective starting point will often be an identification of the problem or problems that led to the emergence of the issue. The seminal inquiry is "what is not working?" and participants should engage in dialogue about the history and the "who, what, when and where" of the issue under consideration.

In some limited circumstances, an immediate solution may naturally emerge and allow for a "quick fix" solution of the issue at hand. In these cases, consensus must readily attach to this solution and support the outcome. Any discernable hesitancy in a "quick fix" analysis should result in an immediate return by the group to the process.

[*Step 3 Key Resources*: Patience, Listening, Empathy, Focus on the Facts]

Step 4: Listing the Relevant Interests and Identifying Mutual Interests:

"Interests" in this context, refer to core concerns, needs, desires or goals underlying the issue from the perspective of each of the parties involved. At this step, participants should clarify and explain interests relating to the focused issue. There is no need for consensus during this open discussion, and judgment statements should be suspended throughout the group listing of interests.

When the relevant interests have been adequately identified by the group, it is critical to reach consensus on those which are "mutual," i.e., those that are readily embraced by each of the parties or sides of an issue.

[*Step 4 Key Resources*: Respect, Empathy, Honesty, and Flip Charts (optional)]

Step 5: Generating Options - "Brainstorming"

The development and recognition of mutual interests serves as the foundation for the group's generation of "options," which are various ways that the problem might be solved. Since it is the fulfillment of mutual interests that leads to acceptable gain, it is important to probe the link between interests and options. At this step, the process of brainstorming is used wherein participants openly suggest options without fear of judgment or criticism. Group members must recognize that there is no ownership of ideas.

[*Step 5 Key Resources*: Participation, Respect, Creativity and Flip Charts (optional)]

Step 6: <u>Evaluating the Options - Applying the Three-Stage Criteria ("Feasible, Beneficial and Acceptable"):</u>

Every option must now undergo an intensive three-stage analysis to determine its availability for becoming part of solution. However, before application of the relevant criteria, it may be appropriate to combine similar options and/or eliminate redundancies as well as clearly define the scope of each option.

If consensus cannot be reached that an option meets the criteria at any stage, it is discarded. If consensus indicates that the criteria are satisfied, it is moved to the next stage.

Stage 1 - Is the option "feasible?"

The primary inquiry in applying feasibility criteria is whether or not the option is capable of being carried out (i.e. possible, practical, doable, etc). Here, the parties must assess legality, affordability, cost effectiveness, workability and flexibility given the systemic realities that exist within the District.

Stage 2 - Is the option "beneficial?"

Options determined to be feasible must now be investigated by the group to assess the extent to which they contribute to the improvement in the condition that caused the issue to be raised. Here, the linkage between an option and the developed interests is probed to determine whether:

1. The option satisfies important interests listed; and

2. The option harms any important interests of the parties.

If the consensus is that the option satisfies and does not also harm important interests, and contributes to improving the condition that spawned the issue, it is deemed "beneficial" and moves to Stage 3.

Stage 3 - Is the option "acceptable?"

The relevant inquiry in applying this criterion is whether the option will be received favorably by "constituents" on all sides of the issue presented. In other words, will this option stand the test of formal approval? To effectively reach consensus here requires a more "global" view in determining what the solution will look like in the broader perspective of

the District. For example, it is important to ask at this stage whether there are political problems connected to the option.

"Consensus decision-making" is important throughout the IBPS process and in applying the three-stage criteria, but often figures prominently at this stage of the analysis. Consensus is defined to mean that all stakeholders in the issue presented agree upon a single alternative and each can support it to those outside the group as the best solution at the time. While this "external" support must be total (100%), individual members of the group need only reach substantial "internal" agreement (70%) to meet consensus. When individuals cannot meet the internal threshold, they are expected to explain their rationale to determine whether consensus can be reached on the solution and/or whether an alternative is available to generate consensus.

[*Step 6 Key Resources*: Integrity, Objectivity, Participation, Creativity and Flip Charts (optional)]

Step 7: Building a Solution and Implementing an Action Plan

To the extent that an option or options satisfy the three stage criteria analysis and emerge from the consensus of the group, this step requires the development of the actual solution from the scrutinized option(s) and an agreement on how and when the solution will be implemented. The result may be that additional action must be taken prior to implementation, at which point those with responsibilities must be identified and deadlines clearly established. Consensus should be reached on the issue of how the solution will be communicated to affected groups or intended recipients. The group may need to be reconvened to review language drafted to communicate the solution.

[*Step 7 Key Resources*: Perseverance, Follow-up, and Communication]

Step 8: Reflection and Evaluation of the Process

The final step in the North Ridgeville IBPS process requires each of the participants to honestly and thoughtfully reflect on the efficacy of the process in addressing the issue presented. This assessment should be communicated with appropriate stakeholders so that periodic evaluations of all levels of IBPS functioning can be appropriately performed.

[*Step 8 Key Resources*: Honesty, Follow-up, Dedication to IBPS, and Communication]

APPENDIX M

DESCRIPTION OF BENEFITS

The North Ridgeville City Schools, in collaboration with Suburban Health Consortium, will provide all employees digital access to a Summary of Benefits each year. All plans will be posted on the district's website and will include what each plan will cover and what one will pay for covered services.

CONSENSUS STATEMENT April 11, 2008

During the collaborative and interest-based negotiations which led to a successor agreement for the period beginning August 1, 2008 through July 31, 2011, the Board and the Association reaffirmed their mutual belief and commitment that:

- Students are best served when interested and qualified bargaining unit members fill supplemental positions. To that end, each party will encourage District teachers to assume those positions in favor of non-faculty applicants. In addition, while the final determination of who will be recommended to fill supplemental positions resides with the administration, the parties acknowledge that there are occasions when additional input may be sought from selection committees comprised of relevant stakeholders.

- All building, department, grade level and professional development meetings be focused, meaningful, and productive. In so doing, the parties further acknowledged that the responsibility for attaining this worthy objective resided with all professional educators.

- All District stakeholders benefit from the early identification and employment of quality educators to fill vacant positions. To this end, consensus was reached that every effort will be made to finalize staffing decisions by June 1st.

In addition, during negotiations, the Board and the Association recognized the existence of issues concerning the equitable distribution, assignment and rotation of building duties and have agreed to defer the discussion of these to the Building Leadership Team process, beginning at the building level.

Finally, in continued recognition of the many shared goals and objectives of the parties and in furtherance of the mutual desire to maintain a healthy and vibrant educational system for the students, parents and community we serve together, the following additional consensus statements were reached:

- The Board agrees that given current deficit spending and, even with necessary budgetary adjustments, it will be necessary to seek additional tax revenues from the voters of the District within the term of the current 2008-2011 collective bargaining agreement in order to continue to provide an effective and efficient educational program.

- The Association endorses the Board's assessment of the need for additional new revenue and pledges to vigorously support such tax effort and encourage its members to contribute and actively work toward the passage of any levies determined by the Board to be placed on the ballot.

CONSENSUS STATEMENT May 23, 2011

During the collaborative and interest-based negotiations for a successor agreement to the Master Agreement between the North Ridgeville City School District Board of Education and the North Ridgeville Education Association, the parties reached consensus on the following non-contractual items:

1. The Master Agreement provides that the Association President is to receive advanced copies of the Board agendas, attachments, and, upon request, the Board minutes. In addition, the parties have now clarified that the Board will provide the Association President with updated changes to Board policy following their adoption. In the recent past, Board representatives have been less than diligent in consistently meeting these informational obligations and with the consensus of all have agreed to reverse that trend by promptly and professionally meeting these reasonable commitments in the future.

2. The parties agreed to modify the "Mission Statement" relating to Article 40, "District and Building Leadership Teams," and also believed that the appropriate location for such a visionary construct was in the Consensus Statements. As such, the parties believe the following to be the appropriate Mission Statement for the aforementioned collaborative groups:

> *"In support of the educational philosophy of North Ridgeville City Schools, we believe that the responsibility for creating an effective learning environment belongs to the people closest to the students: staff, parents, community, and the students themselves. The parties support the creation and maintenance of District and building leadership team structures to clarify shared leadership roles and responsibilities on the District and building level and to validate leadership team structures necessary to implement quality planning, implementation and ongoing monitoring on a system-wide basis. The development of professional learning communities, focused upon the cycle of curriculum, instruction, assessment and feedback is essential for the creation of an educational partnership based on open communication, collegiality, and mutual trust. In addition, the parties adhere to the synergistic potential of the interest based bargaining and problem solving models."*

3. The parties found consensus with regard to a modification of the current pay schedule for nurses, contingent upon the passage by the District of a levy for new revenue by June 30, 2012. In that eventuality, the parties will amend the current Agreement to include the following:

> *All new Building Nurses will be placed on Step 1 of the Non-Degree or BA Column depending upon his/her level of degreenicensure, with a cap of Step 4 on the appropriate Column. All current Building Nurses will be placed*

on the appropriate Column and salary step correlating to his/her salary (first step/amount that is equal to or more than current amount), and then will then be allowed to move a maximum of three (3) additional steps. The PT Assistant will be paid on the appropriate Column and commensurate with the above parameters.

Building nurses shall be eligible to participate in the Board provided Insurance Program as set forth in Article 31 of this Agreement. Building Nurses shall work a total of seven (7) hours and twenty (20) minutes per day. Building Nurses shall be entitled to a thirty (30) minute duty-free lunch period. The annual calendar for Building Nurses shall be one-hundred eighty-five (185) days with three (3) extended days.

CONSENSUS STATEMENTS — 2013

During the collaborative and interest-based negotiations for a successor agreement to the Master Agreement between the North Ridgeville City School District Board of Education and the North Ridgeville Education Association, the parties reached consensus on the following non-contractual items:

1. The parties agreed that best practices require that District Intervention Specialists be provided with reasonable notice in advance of any changes to unit categorizations that affect the composition of their caseload and/or classroom. In addition, it was mutually agreed that Intervention Specialists would benefit from a more thorough understanding of the state operating standards relative to the categorization of units, caseload and class limits, and other relevant regulatory matters during professional development opportunities. Consensus was further reached on the need to update, in consultation with the NREA, the job description for Intervention Specialist including providing a specific reference to Appendix K, "Co-Teaching in North Ridgeville Schools," as well as the need to develop a job description for the position of "Physical Therapist."

2. At the time of negotiations, uncertainty remained around the potential impact of the "Third Grade Reading Guarantee," and a number of issues persist, i.e., teacher credentials/licensure, student assessment, supplemental instructional services, addressing unsuccessful students, and transfers, etc. The parties agreed to remain in a continuing and open dialogue on these important issues and to form a committee to study these issues to assist in planning for implementation of these requirements.

3. Consensus was reached through extensive discussions by the parties concerning leave options, with respect to the importance of regular employee attendance and the need for all employees to understand the procedures, reporting obligations and proper use of leave. The parties agreed to engage in an informational "campaign," with mutually developed information for employees to address these shared interests, in addition to providing a factual update of changes agreed to in this round of bargaining relative to leave options.

4. In resolving contract issues presented regarding leave options, the parties agreed that if an absence reporting/substitute software could be aligned with the Board's employee kiosk, that mutually beneficial results may occur on a number of levels. The Treasurer agreed to fully investigate these possibilities and bring the results of that investigation to the parties for review and possible implementation.

5. Since the parties have yet to structure a formal employees' assistance program and it was agreed that an EAP could be beneficial, each committed to pursuing a review of options in this regard.

CONSENSUS STATEMENTS – 2016

During the collaborative and interest-based negotiations for a successor agreement to the Master Agreement between the North Ridgeville City School District Board of Education and the North Ridgeville Education Association, the parties reached consensus on the following non-contractual items:

1. The parties acknowledged the continuing challenges presented by the transition to the statutory standards-based teacher evaluation system (OTES) and the need for transparency and to provide support in the District's ongoing efforts to fairly and effectively implement that system. A key component of this requires a commitment by the Administration and the Association to open communication, particularly in terms of reinforcing teacher awareness around the North Ridgeville Teacher Evaluation Handbook, which is a part of the collective bargaining agreement by direct reference. The Administration has committed to continuing to provide "refresher" and update information on the process and the Handbook during Opening Day programming, as well as continuing to offer after-school sessions on evaluation at the beginning of the contract year. In addition, the Administration will expand professional development programming and offer a review to interested teachers around the semester break. The parties mutually agreed that each would continue efforts to remind staff that ready access to the Handbook is available through the District intranet and that questions concerning the evaluation process are welcome by the Administration.

2. The parties further acknowledged that the issues of SLO development/rigor, appropriate linkage of students to teachers (including shared attribution relative to team teaching and co-teaching), roster verification, and the need to respond following ODE's final guidance on standards-based school counselor policy are relevant topics for LARC, in addition to those already committed to that Committee for ongoing consideration and review.

3. Conflict that sometimes arises among and between bargaining unit members was identified as an area that a collective bargaining agreement is not particularly well-suited to address. Nevertheless, the parties reached consensus that providing an alternative for conflict resolution when these disputes arise could be advantageous and prevent unnecessary escalation of conflicts. As such, the parties committed to put in place an informal and voluntary option whereby when such internal conflicts that cannot be resolved between bargaining unit members (with or without the assistance of the building administration) are brought to the attention of the Superintendent and/or the Association President, a collaborative mediation session will be scheduled with the bargaining unit members involved and the Superintendent/designee and the Association President/designee. It is further the consensus agreement of the parties that the Superintendent/designee and the Association President/designee may refer the parties to the Federal Mediation and Conciliation Services (FMCS) for additional mediation assistance. There was further consensus that the existence of this alternate dispute resolution process does not diminish the ability of any employee from seeking other

avenues to address issues arising in the workplace, nor does it lessen the responsibility of any employee to report inappropriate conduct.

4. Public educators are often faced with transitioning to new instructional models and strategies. As we move farther away from the traditional concept of "classroom" and integrate new instructional models (team teaching, studio-based learning, etc.) into the students' instructional day, the Administration pledges to provide comprehensive, ongoing support and guidance for those affected by a changed or changing instructional delivery model. Additionally, the Administration commits to providing resources to the planned "roll out" of expectations for the grade level transitions that are planned for the 2017-2018 school year. The Association and Board representatives at bargaining found additional consensus around the need to maintain an ongoing dialogue with respect to the efficacy of these transitions and the continuing implementation of non-traditional instructional models in general.

5. Consensus was reached through thoughtful discussions by the parties concerning the importance of regular attendance by educators so as to provide consistent daily instruction and support and thereby enhance positive student outcomes. The parties agreed to continued collaboration to address the issues necessary to meet the objective of regular attendance. In addition, both the Board and the NREA have each individually committed to taking steps to communicate the common goal of regular attendance and the need for all employees to understand the procedures, reporting obligations and proper use of leave.

CONSENSUS STATEMENT
APRIL 14, 2021

During the collaborative and interested-based negotiations which led to a successor agreement for the period beginning August 1, 2021 through July 31, 2024, the Board and the Association reached consensus relating to the changes to the Ohio Teacher Evaluation System ("OTES") in and particular to the implementation of "OTES 2.0" for the 2021-2022 contract year. In so doing, it was agreed that the Local Appraisal Review Committee ("LARC") would be convened for the purpose of recommending any necessary changes to Board policies on teacher and school counselor evaluation for adoption by the Board and inclusion in the North Ridgeville Teacher Evaluation Handbook.

CONSENSUS STATEMENT
April 26, 2021

During interest based bargaining for the 2021-2024 successor agreement, the parties reached consensus on the creation of an exploratory ("think tank") committee to review and assess the overall development of the school calendar, including, but not limited to the process by which the Board reaches calendar determinations, avenues for meaningful feedback and input on that determination, as well as evaluation/review of early release days and consideration of innovations relating to the effective delivery of student instruction. By agreement, the parties have agreed that the Association Presidents (NREA and NRNTEA) and Superintendent (or designee) to will meet no later than the end of the first quarter of the 2021-2022 school year to determine committee composition and meeting dates. The parties envision that this committee will operate by consensus with the possibility of providing recommendations to the NREA and the Board in advance of future Board calendar adoptions and/or successor contract negotiations. Any changes to the collective bargaining agreement which may arise during the term of the current contract would be through memorandum of understanding to be ratified by the NREA and adopted by the Board. The parties may agree to extend the work of this committee.

It was further agreed that beginning with the 2021-2022 contract year, the District Leadership Team (DLT), Building Leadership Teams (BLT's) and Teacher Based Teams (TBT's) will undergo training (and/or retraining) on both the Interest Based Problem Solving (IBPS) process and the Ohio Improvement Process (01P).

In addition, although language has been added to the current contract regarding the establishment of a formal Professional Development subcommittee of the DLT, which serves to clarify the focus and functioning of that group, the parties also found consensus around the need for further clarification of the roles of BLT's and TBT's. There was agreement that these groups should be refocused and aligned primarily with student data, instructional best practices and enhancing positive student outcomes. As for more "site-based" or operational matters, it was further agreed that these concerns are better suited for dialogue between NREA building representatives and building administrators through monthly meetings (which may be less frequent depending on the mutual agreement of that group). The parameters of and processes for these building labor-management teams will be further defined by the Superintendent and the Association President with the assistance of their respective leadership teams, including a preliminary determination of whether or not to include NRNTEA representatives on these building teams.

Beyond this, agreement was also reached for a separate K-4 committee to review, evaluate and determine appropriate research based resources for adoption in science and social studies. This working group of educators will be determined through the DLT and is expected to complete its work in the 2021-2022 contract year.

CONSENSUS STATEMENT
May 24, 2021

During interest based bargaining for the 2021-2024 successor agreement, constructive dialogue on staffing and workload issues occurred through intensive sessions on several fronts reflecting the trials of a growing and innovative school district. These areas of consensus emerged for memorialization:

1. In reference to the unique staffing and workload challenges of the Ranger High Tech Academy (RHTA), including the distinctive circumstances of specialist educators in addressing a wide range of learners to facilitate that model, there was a firm commitment by the District to continue and to enhance collaboration in scheduling to avoid teacher burn out and provide adequate support for all RHTA educators. In so doing, the parties mutually committed to keeping the focus on these issues for the period of this Agreement and maintaining the dialogue that has already marked this unique educational delivery model.

2. In addressing District plans to expand the team teaching model into the 3rd grade, the Association expressed concerns about the efficacy of this change, particularly as it relates to the development of teams and the ability of special education co-teachers to provide sufficient support to kids. While the parties determined that contract language changes were not implicated at this time, there was consensus around the concept that affected teachers should have the ability to provide input on the formation of effective teams and appropriate subject matter groupings and, further, that the BLT's could be utilized to facilitate that process with the final decision on teaming and content assignments residing with the building administration after such input has been provided. In addition, the Board has committed to making every effort to continue to provide adequate support to co-teaching and the delivery of special education services within the new format.

Consensus Statement
April 2024

During bargaining for the 2024-2027 successor agreement, constructive dialogue was held between the parties relating to absenteeism by certified employees in the workplace and the burden that such absenteeism places upon students, district educational programming and financial resources, as well as upon the other bargaining unit members who substitute or otherwise assist when a colleague is absent.

The parties also note that absenteeism was addressed in two prior consensus statements, in 2013 and 2016, which reflects this to be a long-term, ongoing issue in the district.

The parties wish to reaffirm their shared commitment to encouraging and recognizing the importance of regular employee attendance. Consistency in daily instruction and student support is vital to positive student outcomes.

Both the Board and NREA also reaffirm their respective commitments to each take steps to communicate to bargaining unit members the common goal of regular attendance and the need for all employees to properly use leave so as to best support the student community and district educational programming.