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MASTER CONTRACT

between the

NEW RICHMOND TEACHERS ORGANIZATION

and the

NEW RICHMOND EXEMPTED VILLAGE
BOARD OF EDUCATION

Effective:

July 1, 2024 through June 30, 2027

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ARTICLE 1:
RECOGNITION

1.01 ORGANIZATION

The New Richmond Exempted Village Board of Education (hereinafter referred to as the "Board") recognizes the New Richmond Teachers Organization (hereinafter referred to as the "Organization") as the exclusive and sole professional negotiations representative for all regularly-employed certificated employees who are under contract to teach a full school year excluding teachers employed as long-term substitutes and all other employees.

1.02 BOARD

The Organization recognizes the Board as the locally elected body charged with the establishment of policy of public education in and management of the New Richmond Exempted Village School District and as the employer of all personnel of such school system under State law. The agreements set forth in this Agreement between the Board and the Organization shall hereinafter be referred to as the "Agreement."

1.03 NON-DISCRIMINATION

This Agreement will in no way infringe upon nor dilute the following rights and responsibilities:

1.0301 Certificated teaching personnel have the right to join or not to join any organization for their professional and/or economic improvement.

1.0302 The Organization shall not refuse to admit to membership any certificated teaching employee of the District on the basis of age, handicap, sex, marital status, race, creed or national origin.

1.04 MANAGEMENT RIGHTS/MID-TERM BARGAINING

Unless otherwise agreed to in this Master Contract, nothing herein impairs the right and responsibility of the Board to:

1.0401 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology and organizational structure;

1.0402 Direct, supervise, evaluate or hire employees;

1.0403 Maintain and improve the efficiency and effectiveness of governmental operations;

1.0404 Determine the overall methods, process, means of personnel by which governmental operations are to be conducted;

1.0405 Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;

1.0406 Determine the adequacy of the work force;

1.0407 Determine the overall mission of the employer as a unit of government;

1.0408 Effectively manage the work force;

1.0409 Take actions to carry out the mission of the public employer as a governmental unit;

1.0410 Make the rules and regulations by which students and employees shall be governed;

1.0411 Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify any existing provision of this agreement. The parties hereby agree and understand that the Board shall have the right to unilaterally implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations over the effects of the implementation if requested by the Organization. Mid-term negotiations shall be conducted in accordance with Article 2 of this contract.

1.0412 The grievance procedure shall be the exclusive process for resolving disagreements/disputes arising under this Article with regard to the Board's compliance with the mid-term/interim bargaining procedures set forth herein.

ARTICLE 2:
NEGOTIATIONS PROCEDURES

2.01 DEFINITIONS

The following definitions shall apply only to the procedures set forth in this Article 2:

2.0101 "Negotiations" means conferring, discussing and negotiating in good faith by representatives of the Board and representatives of the Organization in an effort to reach agreement with respect to those matters which are negotiable pursuant to the reopener provisions of this Contract.

2.0102 "Good faith" means coming to the negotiating table with the intention of giving consideration to the proposals and reasons therefore of the other party, not of dogmatically pursuing pre-conceived stands. Good faith requires the representative(s) of the Organization and the representative(s) of the Board to be willing to react to each other's proposals and the reasons for such proposals. If a proposal is unacceptable to one of the parties, there

is an obligation to give its reasons for its opposition. Good faith requires both parties to recognize the negotiations as a shared process, but the obligation of the Board's representative(s) and the Organization's representative(s) to meet for the purpose of negotiations does not compel either party to agree to a proposal or require the making of a concession.

2.0103 "Day" shall be defined as a calendar day but excluding Saturday, Sunday and days observed as holidays by the District.

2.0104 "Party" shall be defined to mean the Organization and the Board.

2.02 NEGOTIATING TEAMS

The Board and the Organization shall each designate not more than six (6) persons to be their respective representatives for negotiations. Each party may designate representatives of its own choosing for the purposes of negotiation, including consultants and attorneys. No more than six (6) people can participate for each side at a negotiating session. Either side may bring one (1) alternate to observe, but not participate, in negotiations.

2.03 INITIATION OF NEGOTIATIONS

2.0301 A written request from the Organization for the start of negotiations shall be submitted by the Organization to the Superintendent or from the Superintendent to the Organization President anytime after February 1 but prior to the start of the next school year to initiate negotiations with regard to those issues which are subject to bargaining pursuant to the Contract. Upon receipt of said request, mutually-acceptable meeting dates shall be set up by the parties.

2.0301.01 Best efforts will be made to ensure that the date of the first negotiation meeting shall be determined within 21 days of the written request to initiate negotiations and that the first negotiation meeting shall occur within 45 days of the written request to negotiate.

2.0302 At the first meeting, the parties shall submit in writing all issues they intend to propose for negotiations. No additional issues shall thereafter be submitted by either party unless mutually agreed upon by the parties. Negotiations shall be limited to those issues set forth in the Reopener provision of this Agreement.

2.04 NEGOTIATION MEETINGS

Following the first negotiation meeting, further meetings, at mutually-agreed times, shall be held at the request of either party. An earnest effort shall be made to schedule the next meeting date before the conclusion of the current meeting. All negotiation meetings shall be private unless mutually agreed otherwise by both parties.

2.05 INFORMATION

Upon request and within a reasonable period of time, the parties shall provide each other with public records regularly maintained by them which contain information relevant to the issues under discussion in negotiations.

2.06 RECESSES

Upon request of either negotiating team, the negotiation meeting shall be recessed to permit the requesting negotiation team a reasonable period of time to privately caucus.

2.07 PROGRESS OR NEWS REPORTS

During the period of negotiating up to the time of reaching an agreement to be submitted to the Organization and to the Board, no information involving the negotiations shall be given or released to any news medium without the mutual approval of the parties.

2.08 TENTATIVE AGREEMENT

As tentative agreement is reached on an item, it shall be reduced to writing and so noted and initialed by each party. It is recognized that a tentative agreement is not effective unless and until final agreement on all items is reached by the Organization and the Board. In the absence of such overall final agreement, either party may alter its position on any item including those where a tentative agreement had been noted.

2.09 AGREEMENT ON ALL ISSUES

When an agreement is reached by the parties on all items submitted for negotiation, such agreement shall promptly be reduced to writing and furnished to the Organization and to the Board. The Organization shall vote on the tentative agreement within ten (10) days of the conclusion of negotiations and the Board shall vote on the tentative agreement within ten (10) days of the Superintendent's receipt of written confirmation from the Organization President that the Organization approved the tentative agreement.

2.10 DISAGREEMENT AND IMPASSE

2.1001 **Informal Mediation.** At any time during negotiations, either party may call for mediation with a mediator from FMCS. The parties must mutually agree to mediation at this stage.

2.1002 In the event negotiations are not completed within sixty (60) days of the first meeting, either party may declare impasse. Once impasse has been declared, the parties shall request a mediator from the Federal Mediation and Conciliation Service whose rules and regulations will govern the mediation process.

2.1003 Mediation shall last for thirty (30) days from the parties' first meeting with

the mediator and if an agreement has not been reached, then an impasse shall exist and the Chapter 4117 impasse procedure shall be completed.

2.1004 Once the impasse procedure is completed the parties may implement all remedies available to them pursuant under Chapter 4117 of the Ohio Revised Code.

ARTICLE 3:
ORGANIZATION RIGHTS

Only the Organization shall have the following rights:

3.01 BULLETIN BOARDS

A bulletin board in each faculty lounge in each school shall be designated for Organization business and may be used by the Organization for that purpose.

3.02 BUILDINGS AND EQUIPMENT

The Organization may use portions of a school building and/or building equipment in the same manner and to the same extent as other outside groups.

3.03 INTER-SCHOOL MAIL SYSTEM

The Organization shall have the right to place material in teacher mailboxes provided a copy of the material is given to the administrator simultaneously with its placing in the teacher mailbox.

3.04 NEW EMPLOYEE INFORMATION

Upon request, names and addresses of newly employed members of the bargaining unit shall be provided to the Organization following Board approval of their contracts, unless the new employee(s) specifically requests otherwise in writing.

3.05 MEMBER ACCESS

3.0501 A representative of the Organization shall have the right to visit the schools to meet with members of the bargaining unit provided the meetings take place before the start of the student day, on the bargaining unit member's lunch time, after the end of the student day and/or at planning time. Prior to meeting with a teacher, the Organization representative shall notify the principal of his/her presence in the building and the individual with whom he/she will be meeting and where in the building the meeting will take place. The Organization representative will not be denied permission to meet so long as the meeting will not interfere with the teacher's duties.

3.0502 Visits to discuss Organization problems must be arranged in advance with the principal.

3.06 CONTRACT COPIES

A signed pdf copy of this Contract will be provided to the Organization President. The Organization President may distribute copies of this Contract to bargaining unit members. This Contract may be available on the District Google Drive, or some other similar electronic means.

3.07 BOARD AGENDA

A copy of the agenda for regular meetings of the Board shall be made available to the Organization President

3.08 BOARD POLICY BOOK

3.0801 A copy of the current Board policy book shall be maintained on the District website.

3.09 SCHOOL CALENDAR

The Superintendent shall present the Organization President with a copy of the school calendar alternatives he is considering for the following school year at least two (2) weeks prior to presenting the same to the Board. The Organization may provide its input to the Superintendent with regard to its preference on calendars or any other suggested calendars which were not presented to it by the Superintendent.

3.10 PAYROLL DEDUCTIONS

3.1001 If authorized in writing prior to October 1 of each school year, the Board Treasurer shall provide payroll deduction for any or all of the following:

A. United Education Professional dues

B. Deductions required by federal, state and local statutes

C. Annuities provided there are at least five (5) other teachers who are requesting a deduction for the same company

D. Credit union

E. EPAC

3.1002 Notwithstanding the above, once a teacher has granted written authorization for the withholding of United Education Professional dues, said deduction shall continue until the teacher requests, in writing, that the dues deduction authorized by him/her be terminated.

3.11 PAY PERIODS/ DIRECT DEPOSIT

3.1101 A. Employees shall be paid in twenty-six (26) equal installments, except

in those years where a twenty-seventh pay occurs.

B. When a regular payday occurs within a weekend/vacation period, the pay shall be advanced to the last workday prior to the weekend or beginning of the vacation period.

3.1102 The District shall make electronic transfer available to employees through the distribution of authorization forms at the beginning of each school year. All employees will have their payroll check deposited by electronic transfer to no more than two (2) financial institutions of his/her choice.

3.1103 The employee's salary shall be paid by electronic transfer to a financial institution not later than 8:00 a.m. each pay date. Remittance will be emailed upon request of the employee.

3.12 FAIR SHARE FEE

The following provisions of this Section 3.12 are null and void as a matter of law based on the U.S. Supreme Court's decision in Janus v. AFSCME, Council 31, 585 U.S. ___; 138 S. Ct. 2448 (2018) and will not be implemented but are preserved should the law change in future years.

~~3.1201 When the Organization attains ninety percent (90%) of those eligible to be Organization members as members, the Board will automatically deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Organization a fair share fee for the Organization's representation of such non-members during the term of this Contract. Effective July 1, 2005 all new hires will be subject to the fair share fee provisions of the contract.~~

~~3.1202 Notice of the amount of the annual fair share fee, which shall be equal to one hundred percent (100%) of the unified dues of the Organization, shall be transmitted by the Organization to the Board Treasurer on or about September 15 of each year for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Organization.~~

~~3.1203 Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of bargaining unit members hired new after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after: sixty (60) days employment in a bargaining unit position or January 15th.~~

~~3.1204 The Board further agrees to accompany such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.~~

~~3.1205 The Organization represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Organization and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.~~

~~3.1206 Upon timely demand, non-members may apply to the Organization for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Organization.~~

3.13 LABOR MANAGEMENT COMMITTEE

3.1301 An informal committee shall be established as an aide to communications between the parties. The membership of this committee shall be six (6) total members representing the Board and six (6) total members representing the Organization, as appointed by the respective parties. All appointees will serve designated terms which shall be established in the ground rules. Other parties may be invited to attend as needed when mutually agreed to by the Superintendent and the Organization President.

3.1302 The committee shall meet upon request of either party no more than one (1) meeting per month and no less than one (1) meeting per quarter. At the beginning of each school year, to aid in accommodating schedules, at least four (4) meeting dates shall be scheduled for each school year. Meetings will be held after school hours. An agenda shall be established two (2) days prior to the meeting.. If the agenda is not established prior to the meeting, the meeting shall be canceled. Agenda items will only deal with district-wide issues. Building issues shall be discussed at the appropriate levels through proper channels.

3.1303 To enhance collaborative problem solving, the committee shall adopt and review ground rules annually; the Organization will take and maintain minutes from each meeting;

3.1304 The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussions aimed at clarifying or addressing issues of concern to both parties. interest-based principles will be practiced in the meetings. When needed, at the request of either party, training on interest-based principles will be provided through the Federal Mediation and Conciliation Service. Such training may be conducted no more than once per contract term. The open discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. Recommendations made by the committee shall not be binding on the Board or the Organization.

3.1305 This Article shall not be subject to the grievance and arbitration procedure,

except with regard to scheduling the number of meetings required under this Labor Management Committee sub-article, but contractual concerns shall not be precluded from the procedure.

3.14 ORGANIZATION REPRESENTATION DUTIES

3.141 The President and other organization representatives shall be permitted to perform Organization duties for which their presence is required, which arise during the work day. For purposes of this section, an Organization representative's presence is required only for matters for which the contract expressly provides that a member may have a representative present.

ARTICLE 4: GRIEVANCE PROCEDURE

4.01 DEFINITIONS

The following definitions shall apply only to the procedure set forth in this Article:

4.0101 "Grievance" is a formal claim by a certificated person(s) who is/are covered by this Agreement or the Organization that one or more of the terms of this Agreement have been misinterpreted or misapplied.

4.0102 "Grievant" is a certificated person covered by this Agreement having a grievance.

4.0103 "Organization" is defined as the New Richmond Teachers Organization.

4.0104 "Board" is the New Richmond Exempted Village Board of Education.

4.0105 "Day" shall be defined as a calendar day.

4.02 PURPOSES

4.0201 The purpose for the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

4.0202 Nothing herein shall prohibit any aggrieved person from discussing his/her grievance informally with any member of the administration.

4.03 PROCEDURE

4.0301 The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent of all parties concerned.

4.0302 **Informal Grievance.** Prior to filing a formal grievance, the grievant(s) shall

first discuss the grievance with the appropriate supervisor and/or principal, or the Superintendent, as applicable with the objective of resolving the grievance informally. , An informal grievance shall be discussed at the level at which the decision which resulted in the alleged grievance occurred, i.e., if the grievance arises as a result of a decision of the Superintendent, it shall commence by discussion with the Superintendent. Any grievance allegedly arising as the result of an action of the Board shall commence with the Superintendent. The informal step is required in all cases.

4.0303 **Formal Grievance**. If the grievance is not resolved informally, a formal written grievance shall be filed at the level at which the decision which resulted in the alleged grievance occurred, i.e., if the grievance arises as a result of a decision of the Superintendent of the District, it shall commence at Level Three.

4.0304 **Formal Grievance, Building Level**. This is a grievance that arises due to the decision of the grievant's immediate supervisor or the building principal.

4.0305 **Formal Grievance, District Level**. This is a grievance that arises due to a decision of the Superintendent.

4.0306 **Formal Grievance, Board Level**. This is a grievance that arises due to a decision of the Board.

4.0307 **Formal Grievance Content.** The formal written grievance shall specify the article(s) and section(s) of the Contract that the grievant(s) alleges have been misinterpreted or misapplied, shall contain a recitation of the facts and circumstances that gave rise to the grievance, and shall contain the grievant(s) requested relief.

4.0308 **Grievance Appeals.** If the grievant(s) is not satisfied with the response to the formal grievance it may be appealed through the steps below, moving forward from the steps at which the grievance originates.

4.04 GRIEVANCE STEPS

4.0401 Level One – Informal Grievance

Within twenty-one (21) days of the occurrence of the act which gave rise to the grievance, a grievant(s) shall first discuss the grievance with the appropriate supervisor, principal, or the Superintendent as applicable, with the objective of resolving the grievance informally. Level One for a Board-Level Grievance shall be with the Superintendent. The grievant(s) shall state to the supervisor, principal, or Superintendent at the start of the conference that this is Level One of the grievance procedure. Failure to conduct the Level One step within the time provided herein shall constitute a waiver of the grievance.

4.0402 Level Two – Formal Grievance, Building Level

A. If no disposition is made within seven (7) days after the Level One conference for building-level grievance, the grievance shall automatically move to Level 2.

Additionally, if the grievant(s) is not satisfied with the disposition made at Level One, the grievant(s) may appeal and file the formal grievance in writing with the building principal within seven (7) days of the receipt of the disposition of the Level One conference. The principal shall, within seven (7) days after receipt of the formal written grievance, give the grievant(s) a written answer. Failure to submit the formal written grievance at Level Two within the time allotted herein shall constitute a waiver of the right to appeal the grievance to Level Three or any further in the grievance process.

B. If no disposition is made within seven (7) days after the filing of the Level Two formal grievance, the grievance shall automatically move to Level 3. Additionally, If the grievant(s) is(are) not satisfied with the disposition of the grievance made at Level Two, , the grievant(s) may appeal to Level Three of the grievance procedure. The appeal must be filed within seven (7) days of receipt of the decision from the principal. Failure to appeal within the time allotted herein shall constitute a waiver of the right to appeal the grievance to Level Three or any further in the grievance process.

4.0403 Level Three -Formal Grievance, District Level

A. If no disposition is made within seven (7) days after the Level One conference for District-level grievance, the grievance shall automatically move to Level 3.

Additionally, If the grievant(s) is not satisfied with the disposition made at Level One, the grievant(s) may appeal and file the formal grievance in writing with the Superintendent within seven (7) days of the receipt of the disposition of the Level One conference. The Superintendent shall, within seven (7) days after receipt of the formal written grievance, give the grievant(s) a written answer. Failure to submit the formal written grievance at Level Three within the time allotted herein shall constitute a waiver of the right to appeal the grievance to Level Four or any further in the grievance process.

B. If the grievant(s) is(are) not satisfied with the disposition of the grievance made at Level Three, or if no disposition is made within seven (7) days after the filing of the grievance at Level Three, the grievant(s) may appeal said decision to Level Five of the grievance procedure. The appeal must be filed within seven (7) days of receipt of the decision or the date the decision is due. Failure to appeal within the time allotted herein shall constitute a waiver of the right to appeal the grievance to Level Five or any further in the grievance process.

4.0404 Level Four – Formal Grievance, Board Level

A. If no disposition is made within seven (7) days after the Level One conference for Board-level grievance, the grievance shall automatically move to the formal Level Four.

   Additionally, if the grievant(s) are not satisfied with the disposition at Level One for a Board-Level Grievance, then the grievant may appeal the disposition by filing a formal grievance, in writing, with the Treasurer within seven (7) days of the receipt of the Level One disposition. Failure to file the grievance within said seven (7) day period shall constitute a waiver of the grievance.

B. The Superintendent shall then place the matter on the agenda of the next regular Board meeting. The aggrieved person shall be present at said meeting. The Board shall, by official action, make known its answer to the grievant(s).

C. If the grievant(s) is (are) not satisfied with the disposition of the grievance made at Level Four, the grievant(s) may appeal said decision to Level Five of the grievance procedure. The Level Five appeal must be filed within seven (7) days of receipt of the Level Four decision. Failure to appeal within the time allotted herein shall constitute a waiver of the right to appeal the grievance to Level Five or any further in the grievance process.

D. If appealed, notice of appeal shall be filed in writing with the Board Treasurer and the Superintendent.

4.0405 Level Five

A. Upon the filing of an appeal to Level Five, or in cases of automatic appeal to Level Five, the Board and the Organization may mutually agree in writing to submit the grievance to mediation through the Federal Mediation and Conciliation Service (FMCS). If mediation is agreed upon, a member of the Board of Education shall be present at any mediation conferences.

B. If unresolved at mediation or the matter is not submitted to mediation, the grievance may be referred to binding arbitration. Any request for arbitration must be within seven (7) days of the close of the mediation, or the date on which the parties reject mediation in writing, whichever is applicable. The parties agree that the arbitrator shall be chosen from the following panel: Tobie Braverman, David Stanton, Michael Paolucci, and Robert Stein. The panel will be placed in alphabetical order by last name. Selection will be made in rotating order. The panel shall be reviewed at the end of the contract to allow parties to replace arbitrators as necessary.

C. The arbitrator so selected shall hold the necessary hearing and issue his/her decision within thirty (30) days from the date of the hearing unless a different time period is mutually agreed to by the Board and the Organization. The decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have the power to decide only grievances involving the misinterpretation or misapplication of the specific terms of this Agreement and he/she shall have no power to alter, add to, or subtract from any of the terms of this Agreement as written. The arbitrator shall expressly confine him/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not submitted to him/her or to submit observations or declaration of opinion which are not directly essential in reaching his/her decision. The decision of the arbitrator shall be binding on the Board, the Organization, and the aggrieved person.

D. Each of the parties shall pay one-half (1/2) of the cost of the arbitrator. However, should the Organization withdraw the grievance prior to the hearing, and the withdrawal is not pursuant to a settlement of the grievance, the Organization shall bear the costs of the arbitration.

4.05 MISCELLANEOUS

4.0501 The grievant(s) may, at his/her discretion, be present at all levels of the grievance procedure.

4.0502 The grievant(s) may be represented at all Levels by a representative of his/her choice.

4.0503 No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

4.0504 If at any step a reply is not received in writing within the time allocated, the grievant has the right to proceed to the next step in the grievance procedure.

4.0505 If a written grievance is filed on an issue which has been resolved by the administration as an informal complaint, the decision of the administration shall not constitute a "past practice" unless the Organization had knowledge of the administrative determination and failed to timely grieve same.

4.0506 No grievance may be submitted to arbitration without the consent of the Organization.

ARTICLE 5:
EMPLOYMENT/WORKING CONDITIONS

5.01 TEACHER CONTRACTS

The Board shall provide each teacher a written contract and this Contract shall include, but not be limited to, the following:

5.0101 Name of the teacher;

5.0102 Name of the employer;

5.0103 Annual salary for the first year of the contract, subject to salary schedule adjustments;

5.0104 The date the teacher agrees to the Contract;

5.0105 Signature of Board representative and teacher;

5.0106 "It is agreed that this Contract shall be covered by the terms and conditions of the Master Agreement."

5.0107 Continuing Contract Eligibility

Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding school year, and/or at the expiration of the current limited contract, shall provide written notice to the Superintendent that the employee is eligible for a continuing contract no later than November 15 of the school year in which their current limited teaching contract with the Board shall expire. Failure to notify the Superintendent by November 15 shall be a waiver of the teacher's eligibility for the continuing contract for the following school year and may result in the employee being issued a one (1) year limited teaching contract for the following school year rather than a continuing contract. Notice received after November 15 shall not serve as the notice required by this Section for the following school year. A teacher may withdraw his/her request up to the date of the Board taking action on his/her individual teaching contract.

5.0108 A teacher whose initial license was issued prior to January 1, 2011 becomes eligible for a continuing contract upon satisfaction of one of the following:

A. Teacher is employed by the Board for a period of two (2) years and the teacher has previously attained continuing contract status in another Ohio public school district.
B. Teacher has worked in the school district for three (3) of the last five (5) years and has a professional certificate.

C. Teacher has worked in the school district for three (3) of the last five (5) years, has a professional license, and:

1. If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has started and completed six (6) semester hours or graduate coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or

2. If the teacher did not hold a master's degree at the time of the issuance of the initial license, the teacher has started and completed thirty (30) 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 certificate or license.

An employee whose initial teaching license was issued after January 1, 2011 becomes eligible for a continuing contract upon satisfaction of the following:

A. The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.

B. The teacher has held an educator license for at least seven years.

C. The teacher has completed the applicable one of the following:

1. If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of 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;

2. If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of 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.

5.0109 If the teacher misses the November 15 deadline and is offered a one (1) year limited contract, during the term of this one (1) year limited contract the teacher shall be evaluated in consideration for a continuing contract to be issued the following school year.

5.0110 Upon receiving the notice from a teacher that he/she is eligible for continuing contract, and after having completed the evaluations of the teacher, if the Superintendent believes that the teacher is in need of further professional development based upon the teacher's performance evaluations or other documented performance issues, the Superintendent may recommend the issuance of a one year extended limited contract to the teacher. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the teacher, in writing, of the

reasons for the recommendation and shall meet with the teacher upon the teacher's request. Should the teacher be employed under an extended limited contract pursuant to this Section, and the teacher is re-employed upon the conclusion of the extended limited contract, it must be under a continuing contract.

5.0111 The provisions of this Section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code, Sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

5.02 SEQUENCE OF CONTRACTS

5.0201 The length of limited contracts offered to teachers will be as follows, unless the teacher is non-renewed:

A. First year - One (1) year.
B. Second Year - One (1) year.
C. Third year - One (1) year.
D. Thereafter - Two (2) years, except as provided by Section 5.0202.

5.0202 If the Superintendent believes that the teacher is in need of further professional development based upon the teacher's performance evaluations, other documented performance issues, or if the teacher so requests, a one (1) year limited contract may be granted in lieu of a two (2) year contract. The Superintendent may also accelerate the contract sequence or award a contract for longer than two (2) years based upon the teacher's performance evaluations.

5.03 NOTIFICATION OF ANTICIPATED ASSIGNMENT

5.0301 Prior to June 30 of each year, each teacher shall be notified of his/her anticipated teaching assignment for the next school year.

5.0302 Teaching assignments may be changed by the Superintendent in accordance with Section 3319.01 of the Ohio Revised Code. Reassignments shall not be made in an arbitrary or capricious manner.

5.04 VACANCIES/TRANSFERS

5.0401 If the Board determines to fill a vacancy, the Superintendent shall prepare a list of all vacancies, including supplemental contract positions and administrative vacancies, as soon as known. A copy of each vacancy shall be sent by email notification to all licensed/certified employees. The notice shall include the following information:

A. Position(s) available.

B. Requirements for job.
C. Deadline for application.
D. Effective starting date.
E. Any additional pertinent information.

5.0402 Such applications must be submitted to the central office within five (5) working days of the original posting date. Internal applicants shall receive first consideration for the vacancy. Internal candidates shall be interviewed by the principal, or principal's designee, and by the Superintendent or Superintendent's designee. If the internal candidate is not appointed to the vacancy, the principal, principal's designee, Superintendent or Superintendent's designee may fill the position with an external candidate through the process determined by the principal, principal's designee, Superintendent, or Superintendent's designee.

5.0403 When considering a voluntary transfer request, the Superintendent shall consider such factors as seniority, years of experience in position, degree and hours of education in that position, response to interviews, building needs and District needs.

5.0404 For the purposes of this Article, a transfer is a change from one building to another, one grade level to another, or one subject area to another.

5.0405 Involuntary Transfer - Reassignment

A teacher who is involuntarily transferred by the Superintendent shall have the right to meet with the Superintendent. Upon request of the teacher, the Superintendent shall meet with the teacher and provide him/her the reason for his/her involuntary transfer in writing. The Superintendent is not required to consider the factors outlined in 5.0403 in making his/her decision, however, the decision cannot be made in an arbitrary and capricious manner.

If an involuntary transfer occurs during the school year, the employee shall be given one (1) workday free of pupil contact to prepare for the assignment. An involuntary transfer shall be considered from one grade level to another (i.e. third grade to sixth grade) or a change from one subject area to another (i.e. English to Social Studies) within a building or from building to building.

5.0406 If the involuntary transfer involves a transfer to a different building and if it occurs during the summer break, the teacher will be compensated at $30/hr., for purposes of moving and getting set up, not to exceed 14 hrs.

5.0407 If an involuntary transfer occurs during the school year, the employee shall be given one (1) workday free of pupil contact to prepare for the assignment. An involuntary transfer shall be considered from one grade level to another (i.e. third grade to sixth grade) or a change from one subject area to another (i.e. English to Social Studies) within a building or from building to building.

5.05 SCHOOL YEAR

5.0501 The school year shall be no more than one hundred eighty-five (185) days in length. Any calamity days the Board determines should be made up may be a teacher work day, professional development day or a student instructional day and will be during the scheduled school year or contiguous to the end of the school year. Any scheduled professional development days shall be during the scheduled school year or contiguous to the beginning or end of the school year.

A. The Superintendent will determine when a calamity or remote learning day is appropriate for specific buildings, grade levels, or District-wide. Reasons for a calamity day or remote learning day include disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other necessary equipment, damage to school buildings, or other circumstances due to utility failure rendering school buildings unfit. The Superintendent will provide notice to staff as soon as possible. Online plans may be used to make up the equivalent of up to three school days.

B. To the extent possible, online days will provide for teacher-directed synchronous and asynchronous learning in which the teacher and students interact in real-time on a virtual learning platform during the closure.

C. Teachers shall take and report attendance as normal on online days just as they would for any in-person instructional day. The attendance expectations for students will be shared with the teaching staff.

D. Formal observations and conferences will not be conducted during remote learning days unless both the employee and evaluator mutually agree to do so.

5.0502 Scheduled professional development days may be during the scheduled school year or during the week prior to the beginning of the school year. Teachers shall be paid $30 per hour for attending professional development days scheduled outside of the regular school year. Alternatively, a teacher can choose to trade a professional day outside of the regular school year, which they attend, for a professional day during the regular school year. The day to be traded is determined by the administration. Half or full days can be traded. Attendance for professional days outside the school year is highly encouraged. If fewer than 90% of the teachers for whom a particular professional development is scheduled can attend, then the professional development may be canceled and implementation may be delayed.

5.0503 At least five (5) days shall be scheduled without pupil contact for teacher planning and preparation: One (1) being scheduled at the beginning of the school year; one (1) at the end of the first quarter, one (1) at the end of the

second quarter, one (1) at the end of the third quarter, and the other at the end of the school year. The other non-workdays may be used as directed by the administration.

5.06 WORKDAY

The workday shall be seven (7) hours and twenty (20) minutes in duration.

5.07 ONE PLANNING PERIOD PER DAY

5.0701 A. All employees shall be provided with a daily planning period. Such periods may be used, at the teacher's professional discretion, for planning, preparing for the teacher's assignments, working with students, and/or having parent conferences. The administration should make reasonable efforts to insure that teacher plan time is not disrupted by parent meetings on a consistent or regular basis. Both parties acknowledge that on days when the start of school is delayed or school is released early, or on days when the normal school schedule is adjusted, the employee may not receive his/her planning time for that day. The administration should make reasonable efforts to ensure that the same planning time is not impacted each time.

B. The daily planning period for teachers in grades K-5 shall be a minimum of thirty-five (35) minutes and the total plan time for the week shall be a minimum of two hundred (200) minutes.

C. In addition, twenty-five (25) minutes shall be provided at the start of the workday which shall be primarily used, but not limited to, teacher collaborating, office hours, teaming, staff development, tutoring, computer grade reporting, parent conferences, faculty meetings and/or any other duties assigned by the administration.

5.0702 Before preparing the schedules for each new school year administrators shall seek input from teachers about the schedule to ensure that continuous daily plan time for each teacher is built into the schedule.

5.0703 Teachers at the high school will be assigned no more than three (3) teacher preparations per day unless additional preparations are required to provide teachers for unassigned course offerings.

5.08 FAIR AND EQUITABLE PLAN TIME

5.0801 When the principals and Superintendent meet to discuss elementary (K-5) staffing needs for the following year, special consideration will be given to the need for and use of special area teachers as it pertains to projected building enrollments. An effort will be made to equalize the teaching loads of the special area teachers and still provide discrete planning time for the regular classroom teachers.

5.0802 When the special teacher assignments are made, the principals of each building will work with teaching staff representatives to create a schedule that includes planning time for every teacher every day whenever possible.

5.09 PARENT-TEACHER CONFERENCES

5.0901 Parent/teacher conferences/curriculum events may be scheduled each semester. Elementary Conferences shall be scheduled as one full contract day for conferences, without students, during first semester, and four evening conferences - two during first semester and two during second semester. Evening conferences shall be held after the teacher workday. Each parent/teacher conference/curriculum event evening session shall count as one-half (1/2) a contract day. Accommodations will be made for all parents who request a conference whether or not the parent is available during the scheduled full-day or evening conferences. This can be accomplished through video or teleconferencing as needed.

5.0902 Problems resulting from employees being assigned to more than one building shall be resolved with the individual building principals.

5.0903 Parent/teacher conference dates shall be established with a concern for staff employees who have children in the school district, in order that they may be able to attend conferences for their children.

5.0904 Kindergarten teachers who teach split sessions shall be given one-half (1/2) additional day in the fall and one-half (1/2) additional day in the spring to conference with parents.

5.10 PERSONNEL FILE

5.1001 A. A personnel file on each employee shall be maintained at the Superintendent's office. This shall be the official file concerning each employee and shall contain all of the documentation which is being maintained by the Board with regard to that teacher or a reference to where the material may be found.

B. However, portions or copies of the contents of the file may be maintained in other locations. For example, by way of illustration but not limitation, copies of evaluations and observations may be maintained by the principal for his/her use at the building level.

C. If portions of the file are located elsewhere, a record will be maintained in the file indicating where those records are being maintained.

5.1002 All material placed in the personnel file of an employee shall include a dated stamp of the date the item was placed in the file.

A. All evaluations and negative information will be shown to the

employee before it is placed in the file.

B. The employee will be given the opportunity to initial the material. The employee's initialing of the material does not constitute agreement with its content.

C. The employee shall be given a copy of the initialed document at the time it is initialed.

D. If the employee chooses not to initial the document, he/she shall also be given a copy of the document if requested and it shall be placed in the file.

5.1003 Anonymous unsubstantiated written complaints will not be placed in the teacher's personnel file unless the matter is investigated and the investigation results in the imposition of formal discipline.

5.1004 An employee may submit letters of merit which shall be placed in his/her personnel file.

5.1005 Documents may be removed from the employee's personnel file in accordance with the Board's records retention schedule.

5.1006 An employee will be entitled to a copy of any material in his/her file, except pre-employment information, upon the payment of a reasonable copying charge.

5.1007 Any person reviewing the file other than the Superintendent, Assistant Superintendent, Treasurer or their secretaries fulfilling clerical functions shall sign a notice indicating he/she has reviewed the file and such notice shall remain as a part of the file.

5.1008 The rules governing the personnel files as outlined in this Article shall be supplemental to and in addition to Section 1347 of the Ohio Revised Code.

5.1009 Verbal reprimands shall not be placed in the employee's personnel file as a standalone item but may become part of the personnel file if referenced in a subsequent discipline document

5.11 COMPLAINT PROCEDURE

5.1101 Prior to placing a written complaint in a teacher's file, the teacher shall be provided a copy of the written complaint.

5.1102 If the written complaint is in the form of an adverse letter from a member of the public, the teacher shall be notified of the adverse letter and given a reasonable time, not to exceed twenty (20) calendar days, to respond to the letter.

5.1103 In any event, the teacher shall be permitted to attach a rebuttal to any complaint or adverse letter in accordance with the personnel file provisions of this Agreement.

5.1104 Anonymous unsubstantiated written complaints will not be placed in the teacher's personnel file unless the matter is investigated and the investigation results in the imposition of formal discipline.

5.12 ADMINISTRATIVE ABSENCE

In the event there will not be an administrator in the building during a portion of the student school day, the building staff will be notified of the name of the individual in charge of the building during the principal's absence and where the person in charge can be contacted in the event of an emergency.

5.13 RESIDENT EDUCATOR MENTOR AND ENTRY YEAR MENTOR PROGRAMS

A mentor program shall be made available to new employees with an existing professional license. Mentors will be compensated at the rate of two hundred dollars ($200.00) per year.

Teachers serving as mentors for resident educators shall be compensated as follows:

Year 1 – Level 2 of the Supplemental Schedule
Year 2 – Level 1 of the Supplemental Schedule

5.14 SMOKING

No employee shall use tobacco products inside any building or vehicle owned or operated by the District nor at any function in any location which is sponsored by the school district.

5.15 DISCIPLINE

5.1501 In the event it becomes necessary to reprimand or otherwise discipline an employee, the principles of progressive discipline will be followed, including suspensions. The employee will first be orally warned for an offense before receiving a written reprimand for the same offense, and must have received a written reprimand for an offense before being subject to suspension for the same offense. However, the Superintendent or building principal may deviate from the progressive discipline procedure for conduct which is of such a serious nature as to make the progressive discipline procedure inappropriate.

5.1502 A suspension without pay imposed under the provisions of this Article shall not exceed ten (10) school days.

5.1503 A written reprimand or the written evidence of a verbal reprimand shall be removed from an employee's personnel file two (2) years after the date it was issued, provided the employee has not been subject to further disciplinary action during the two (2) year period.

5.1504 A hearing shall be held prior to any disciplinary action being taken. The employee may be represented by a representative of his/her choice during any step involved in this procedure. The hearing prior to suspension shall take place no sooner than forty-eight (48) hours after the employee has been notified of the hearing.

5.16 REDUCTION IN FORCE

5.1601 Authority to Institute Reduction in Force

The Board may reduce the number of bargaining unit positions for reasons including:

A. Decline in student enrollment over any given period of time on a District, building or program level.
B. Return to duty of certificated/licensed personnel after leaves of absence.
C. Suspension of schools or territorial changes affecting the District.
D. Financial reasons.

5.1602 If staff reduction is necessary for any of the above reasons, the reduction shall be made as follows:

A. To the extent possible, the number of employees affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Reduction needed beyond the number resulting from attrition will be accomplished by suspending contracts then in effect. In making any such reduction, the Board of Education shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Teachers who receive a rating of 2.51 or higher shall be deemed comparable. Teachers who receive a rating of 2.0-2.50 shall be deemed comparable. Teachers who receive a rating of 1.0-1.99 shall be deemed comparable. The rating shall be a five-year average, to the extent evaluation scores are available.

On a case-by-case basis, in lieu of suspending a contract in whole, a board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required

to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

(1) Seniority shall be defined as the length of continuous service in the District, provided, however, that seniority will not be interrupted by authorized paid or unpaid leaves of absence. If two or more persons have the same seniority, then the tie shall be broken first by looking at the employees' respective dates of hire by the Board, and if not determinative, then by the employees drawing cards from a standard fifty-two card deck, with aces being the highest card. The employee having the lowest card will be the employee who has the least seniority, and the employee having the highest card has the most seniority.

(2) An employee affected may elect to displace an employee in another area of certification/licensure if he/she currently holds the required certification/licensure, is determined to be more comparable than the least senior teacher, and agrees to enroll, no later than during the first semester of the school year, in a refresher course in the involved subject area.

(3) Employees whose contracts are suspended as a result of a reduction will be placed on a recall list for up twenty-four (24) months from the date of the reduction. Those on the recall list shall have the following rights:

a. No new teachers will be employed by the Board while there are employees on the recall list who are certified/licensed and qualified for the vacancy.

b. Employees on the recall list will be recalled in reverse order of reduction for vacancies in areas for which they are certified/licensed.

c. If a vacancy occurs, the Board will notify the appropriate employee on the recall list. It is the employee's responsibility to keep the Board informed of his/her current address. Employees are required to respond in writing to the notice of vacancy within five (5) calendar days. Any employee who fails to respond to the notice of vacancy shall be removed from the recall list.

5.1603 Notification of Reduction

A. When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension of contracts to the Organization thirty (30) days prior to the Board action to reduce staff. Each employee reduced shall be given written notice of such

reduction.

B. A list shall be prepared and kept updated ranking all tenured teachers in the District by seniority, giving areas of certification/licensure and present teaching and building assignment; then all non-tenured teachers in the District by seniority, giving areas of certification/licensure, and present teaching and building assignment. The Organization shall receive a copy of the District's seniority list upon request.

5.17 PROFESSIONAL STAFF DRESS AND GROOMING

In the interest of establishing a professional image of our staff to promote good grooming among students and to ensure an environment conducive to learning and maintaining decorum of the classroom, professional staff members are expected to use good judgment and to be groomed in accordance with generally accepted professional practices.

5.18 MULTIPLE CERTIFICATION

5.1801 Teachers commencing employment with the school district in the 2002-2003 school year, and thereafter, shall as a condition of employment, maintain all certificates/licenses, and shall be required to renew all certificates/licenses in effect at the time of the teacher's initial hire date.

5.1802 The teacher shall be responsible for paying all fees associated with the renewal of the certificate/license of the teacher's current assignment. The Board will pay all state fees for renewal of certificates/licenses in areas other than the teacher's current teaching assignment. The teacher shall pay the fees initially, and the Board shall reimburse the teacher for fees at the beginning of the next school year.

5.1803 However, the Board, at its own discretion, may determine whether any additional certificate/license should not be maintained. In this event, a teacher may renew any certificate/license that the Board does not want maintained, but shall pay all costs for the renewal.

5.1804 Certificates/licenses acquired after the initial hire are exempt from this provision.

5.19 SURVEYS

5.191 The parties recognize that surveys, including anonymous surveys, can be useful tools for gathering information regarding various aspects of the operations of the District. The parties also acknowledge that anonymous surveys directed at the performance of particular administrators or teachers can be a source of embarrassment or humiliation. To this end, the parties agree that anonymous surveys shall not be deployed against particular staff members, or their performance in their roles, without notice reasonably in

advance to the staff member about whom the survey will be taken. The reasons for taking the survey shall be explained to the staff member before taking the survey. In the case of surveys regarding administrators, the Union President shall provide such notice and reasons. In the case of teaching staff members, the Principal or Superintendent shall provide such notice and reasons. The results of anonymous surveys regarding particular staff members shall not be published utilizing social media or other means. The parties may use and discuss the data gathered internally. Nothing herein prohibits the use of anonymous surveys to gather data regarding issues that do not involve, or are in regard to a particular person.

ARTICLE 6:
LEAVES OF ABSENCE

6.01 SICK LEAVE

6.0101 Sick leave (days absent with pay) will be granted to teachers and to other employees (including part time employees) for days absent due to illness, injury, exposure to contagious diseases which could be communicated to other employees, pregnancy, after birth of a baby if a physician certifies that the employee is physically unable to perform duties, and other situations pertaining to the physical health and well-being of the employee. Sick leave will be granted for illness or death in the employee's immediate family.

A. In the event of illness to an employee of a family other than the employee, immediate family is interpreted to include parents, spouse, child, or persons who are making their home in the employee's immediate household.

B. In the event of death, immediate family is interpreted to include parents, sibling, spouse, child, in-laws, grandparents, grandchild, aunt, uncle, niece, nephew, and persons who are making their home in the employee's immediate household.

C. Up to three (3) sick days may be taken for the death of an employee's grandparent or grandchild. One (1) sick day may be taken for the death of an employee's aunt, uncle, niece, nephew, friend or other relative not specified herein. An employee may not use leave provided by this paragraph more than 2 times per school year, unless approved by an Administrator. The Administration reserves the right to request an employee to furnish evidence confirming his/her reason for absence when claiming sick leave under this paragraph.

D. An employee who wishes to remain home with the employee's newly-born child or newly adopted child may request for up to two (2) weeks of paid childcare leave. When possible, the request shall be filed with the Superintendent thirty (30) days prior to initiating said leave. Additional leave shall be granted if the provisions of Paragraph A apply.

6.0102 For each completed month of service, each full-time and part-time teacher of the District will be entitled to sick leave of one and one-fourth (1-1/4) day with pay, and in addition is entitled to one and one-fourth (1-1/4) day with pay for each of the months of June, July and August, during which time the New Richmond Schools are not in session. Unused sick leave shall be cumulative up to two hundred eighty (280) days for each year of the contract. The accumulated amounts over two hundred thirty (230) days shall be for sick leave purposes only. A teacher transferring from another school system in Ohio will be credited with the unused balance of his/her accumulated sick leave. This provision is intended to supersede the conflicting provisions of Ohio Revised Code section 3319.141.

6.0103 Any teacher utilizing sick leave for more than three (3) consecutive days, or ten (10) total days during a contract year, or where there is evidence of a pattern of absences shall, if requested by the Administration, provide medical verification for the absence and/or information concerning the prospects for return to work. The Administration reserves the right to request a teacher to furnish a physician's statement confirming his/her reason for absence when claiming sick leave in the event there is some question as to whether or not sick leave benefits are justified, or If a teacher uses a sick day on a professional development day, on the day before or after a Holiday, or the beginning or end of a school break.

6.0104 If a employee of the bargaining unit has exhausted his/her sick leave accumulation and has a long-term illness or a long-term illness involving his/her spouse, children or other family employees residing in his/her household that requires his/her absence from work, the District may advance the employee additional sick leave based upon the recommendation of the Superintendent. The employee shall repay the District for the days advanced upon return from leave as days are accumulated under Section 6.0102 until the number of days advanced are repaid in full. If the employee leaves the employ of the Board prior to paying back the total number of days of sick leave advanced, the amount due the Board by the employee shall be paid to the Board from the remaining salary due to the employee at the time of his/her termination of employment. No additional advancement under this Section shall be made during the payback period nor is this advancement available if a employee is permanently disabled.

6.0105 If a teacher's sick leave becomes exhausted, upon written request, a teacher shall be placed on a medical leave without pay in accordance with Section 6.07.

6.0106 Falsification of sick leave may result in termination of employment.

6.0107 Sick Leave Donation Committee

6.0107.1 The Sick Leave Donation Committee (SLDC) is hereby

established which shall consist of the members of the NRTO Executive Committee.

6.0107.2 Any teacher desiring to apply to the SLDC for the donation of sick leave shall submit an application to the SLDC on the approved form. A teacher may only access the program if the requirements are met:

6.0107.2.1 The teacher has exhausted all of his/her sick leave.

6.0107.2.2 The teacher is not applying for disability.

6.0107.2.3 The request is for illness or injury of the employee, or the employee's spouse or child, or the death of the employee's spouse or child.

6.0107.2.4 Pregnancy or childbirth is not considered to be an injury/illness for purposes of granting leave from the Bank unless accompanied by medical complications of the mother or baby.

6.0107.3 If the application is approved by the SLDC, the SLDC will solicit donations from the members of the bargaining unit. Any employee wishing to donate sick days shall submit the approved donation form to the SLDC, said form affirming the donation and indicating permission for the Treasurer's office to deduct sick days from the donating teacher's accrued but unused sick leave. All donations are voluntary.

6.0107.4 Employees may not receive more than sixty (60) days per career.

6.0107.5 Donated days will be banked for use by the requester. Any unused days in the bank at the end of the school year will be forfeited back to the bank but will not count against the sixty (60) days.

6.0107.6 The decision of the SDLC in regarding to the approval of any request is not subject to the grievance procedure.

6.02 CHILD CARE LEAVE

6.0201 An employee who wishes to remain home with a newly-born infant or newly adopted child shall file a request for unpaid child care leave with the Superintendent thirty (30) days prior to initiating said leave.

6.0202 The Board shall grant an unpaid child care leave for the remainder of the school year or through the end of the subsequent school year as requested by the employee.

6.0203 A teacher returning from child care leave shall be assigned to a position within his/her area of certification.

6.03 FAMILY AND MEDICAL LEAVE

It is understood that the Family and Medical Leave Act (PL-103) applies to eligible employees.

6.04 PERSONAL LEAVE

6.0401 Teachers shall be provided three (3) unrestricted personal leave days per school year in accordance with the following provisions, except as provided herein. A maximum of twenty percent (20%) of the teachers in any one building may be on personal leave on the same school day. Unused personal days shall be converted to sick leave.

6.0402 On the day before or after a holiday, Christmas or Spring Break, or during the months of May and June, or on professional development days, only five percent (5%) of the teachers in any one building may be on personal leave on the same school day. For personal leave on these days, the leave shall be granted on a first come, first approved basis.

6.0403 Personal leave may not be used in lieu of sick leave or to extend professional leave.

6.0404 Each teacher requesting personal leave shall submit a personal leave request to the building principal at least five (5) school days prior to the time personal leave is desired; however, in an emergency situation, this five (5) day limitation shall be waived. The Superintendent shall then approve or disapprove the leave request.

6.0405 At the Superintendent's discretion, the maximum number of teachers that are permitted to be on personal leave in any one building as prescribed by Section 6.0402 may be exceeded.

6.0406 During the times when an employee is scheduled to proctor state-mandated tests, or on those dates when the state-mandated testing is occurring in the teacher's classroom, personal leave shall be restricted to exigent circumstances and subject to administrative approval. Every effort will be made by the administration to ensure that teachers assigned to more than one building will not be unreasonably impacted by the prohibitions contained in this section.

6.05 SABBATICAL LEAVE

6.0501 The policy of granting sabbatical leaves of absence should be for the purpose of promoting the more efficient conduct of the public schools.

6.0502 In no case, therefore, should an application for such leave be recommended by the Superintendent or approved by the Board unless, in their considered judgment, the professional competence of the employee and the general efficiency of the school system will thereby be benefited.

6.0503 A one (1) year leave of absence for professional improvement through study may be granted to employees of the instructional staff of the New Richmond Exempted Village School District, subject to the approval of the Superintendent and the Board, and subject to the conditions set forth in the following paragraphs:

A. Each teacher on sabbatical leave shall receive the difference between the salary he/she would otherwise receive during the period of the sabbatical leave and the sum being paid for his/her substitute while on leave.

B. Such leave shall be granted only to employees of the instructional staff who have served for seven (7) years or longer in the public schools of the New Richmond Exempted Village School District.

C. Any teacher who has received a leave of absence for one-half (1/2) year or more for reasons other than illness shall not receive a sabbatical leave until seven (7) years have elapsed since the granting of his/her latest leave.

D. Each eligible employee desiring sabbatical leave must submit an application for approval of activities for professional improvement, specifying the reasons for which the leave is requested. Before beginning the sabbatical leave, he/she shall enter into a contract to return to active service in the New Richmond Exempted Village School District for a period of at least two (2) years after the expiration of the leave of absence.

E. In the event that a teacher fails or refuses to return to regular service in the New Richmond Exempted Village School District, all salary paid to him/her for the sabbatical leave shall be immediately due and payable to the New Richmond Exempted Village School District Board of Education. Any teacher will be relieved from such payment if his/her failure to complete two (2) years is due to illness, disability, or if he/she is discharged from his/her position by the Board.

F. An application for a sabbatical leave of absence must be endorsed by the principal of the school to which the applicant is assigned; approved by the Superintendent; and must be filed on or before the first of January if it is to become effective in September. No leave can become effective at any other time of the year.

G. The Superintendent, at his/her discretion, may, at any time, require that a teacher on sabbatical leave file reports concerning the manner in which his/her leave is being used.

H. There shall be no more than two (2) sabbatical leaves granted in any one school year, and no more than one from any one school.

6.06 JURY DUTY

6.0601 The Board shall grant a teacher leave with full pay to serve on jury duty on a day the teacher is under contract to work.

6.0602 A teacher serving on jury duty on a scheduled workday shall be paid his/her full salary for each day served. Teachers shall remit their jury pay to the Treasurer's office, minus parking costs.

6.07 LEAVE OF ABSENCE WITHOUT PAY

6.0701 Upon request of an employee, the Board may grant a leave of absence without pay for a period of no more than two (2) consecutive school years for educational or professional or other purposes, and shall grant said leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board.

6.0702 The request shall state the reason for the required leave, the date the leave is to begin and the date the leave is to end.

6.0703 A teacher may be required by the Board to provide adequate medical documentation if the reason for the leave request is illness or other disability.

6.0704 Persons returning from leave of absence are subject to assignment by the Superintendent to a position within their area of certification.

6.0705 The granting of a leave of absence shall not extend a limited contract past its term. An employee who was on leave granted under any provision of this Section and who has not been evaluated pursuant to Article 7 of this Agreement because of his/her long-term absence and whose contract is under consideration for renewal/non-renewal, shall, if renewed, be restricted to the receipt of a one (1) year limited contract notwithstanding the provisions of Section 5.02 of this Agreement or the provisions of Sections 3319.11 and 3319.111.

6.0706 The individual on leave shall advise the Superintendent in writing no later than April 1 of his/her intention to return to regular assignment the following school year. Should this written notification not be forwarded by this stated date, all obligations between the employee and the Board shall be terminated as of April 2 of the year at issue.

6.0707 The Board shall continue to carry on payroll records, employees who are on leave pursuant to this provision for the purpose of group term life, hospitalization, or major medical insurance. The employee on leave wishing to continue said coverage while on leave shall pay the full cost of said insurance premiums through the leave term. Payment to the Board Treasurer shall be made thirty (30) days in advance of the premium due

date.

6.08 Assault Leave

6.0801. An employee who is the victim of an intentional physical assault, while at work or while on duty during a work-related event, which is not caused by another employee and which results in the employee being physically incapacitated from working, shall be entitled to up to fifteen (15) days of leave with pay. Such leave shall not be charged against the employee's accrued sick leave. This leave is not applicable if the employee provoked the assault. If the leave needs to exceed the following school day, the employee shall furnish a statement from a licensed physician, in writing, stating the nature of the disability and its duration.

6.0802. The parties acknowledge and agree that this leave is intended to be a wage replacement benefit to provide wages that would be otherwise lost due to the assault. The amount of assault leave paid to the employee is chargeable against any temporary total disability benefits granted to the employee by the Bureau of Workers' Compensation.

6.0803 Medical verification shall be furnished to the Superintendent's office for all assault leave requests of more than one (1) day. The Board shall have the right to require a medical examination by a physician acceptable to both parties after the employee has been absent for three (3) school days per occurrence. In such an event, the Board shall pay the full cost of the examination.

ARTICLE 7:
TEACHER EVALUATION, NONRENEWAL & TERMINATION

7.01 TEACHER EVALUATIONS

7.0101 All employees meeting the statutory definition of teacher or school counselor pursuant to the Ohio Revised Code shall be evaluated in accordance with the applicable Board adopted evaluation policy and any memoranda of understanding entered into by the parties.

7.0102 Employees who do not meet the statutory definition of teacher or school counselor shall be evaluated according to this Article. Those employees shall be observed and evaluated using the same timelines and frequency for OTES/OSCES as set forth in the Board adopted evaluation policies and any memoranda of understanding entered into by the parties.

7.0103 It is agreed that any complaints regarding violations of either this Article or the Board adopted evaluation policies shall be subject solely to the grievance procedure contained in this Agreement and shall supersede and replace conflicting provisions of any evaluation requirements of Ohio Revised Code Section 3319.11 with which this provision is in conflict.

7.0104 If a teacher up for contract renewal is absent and unavailable to be observed and/or evaluated in accordance with the timelines required by the evaluation procedure, these timelines shall be extended through the end of the school year and the remaining observations/evaluations shall be conducted when the teacher returns to work during the remainder of the school year.

7.0105 If the teacher does not return to work during the remainder of the school year and is unavailable to be observed/evaluated, the Board shall decide to renew or non-renew the teacher utilizing the observations/evaluations which were completed prior to the teacher's absence as well as evaluations/observations from prior years if available.

7.0106 Changes in OTES/OSCES Evaluation Procedures

A. Prior to making a change in the evaluation procedure, an advisory committee shall be formed to consider the suggested changes.

(1) The committee shall be comprised of four (4) employees of the Board appointed by the Organization President and four (4) persons who are employees or Board members appointed by the Board.

(2) The members of the committee shall be appointed within five (5) days of a request to form a committee.

(3) The chairperson of the committee shall be appointed by the Board and be a Board committee appointee.

(4) The committee shall have ninety (90) days to make its recommendation in writing to the Superintendent.

B. When the Superintendent makes his/her recommendation to the Board on these changes, the Board shall allow the committee an opportunity to address the Board and present its views to the Board if the Superintendent's recommendations are contrary to the committee recommendations.

C. The Board may take action on evaluation changes upon receipt of the committee report or ninety (90) days after formation of the committee, whichever is sooner. The Board's action shall be final.

7.0107 Evaluation of an employee assigned to more than one building shall be designated a principal/assistant principal who will be responsible for the performance of his/her evaluation.

7.0108 During the times that a building or the District is utilizing virtual or remote instruction, the Administration can use observation of video lessons to fulfill observation requirements as part of the evaluation. If an evaluator

visits a virtual classroom for the purpose of conducting an observation, the evaluator shall make his/her purpose known to the teacher.

7.02 NONRENEWAL OF LIMITED CONTRACT

7.0201 A teacher whose regular limited contract is non-renewed shall be entitled to exercise the appeal process contained in 3319.11 of the Ohio Revised Code. The teacher recommended for nonrenewal shall have the right to present to the Board any evidence regarding teacher performance.

7.0202 In the event the timelines for observing/evaluating a teacher up for renewal are extended until the end of the school year pursuant to Section 7.0104 of this Contract, the Board shall have until June 30 to non-renew that teacher.

7.0203 To the extent this provision is in conflict with 3319.11 of the Ohio Revised Code, it shall supersede and replace that portion of 3319.11 of the Ohio Revised Code in which it conflicts.

7.03 CONTRACT TERMINATION

A regular limited contract during its term and a continuing contract shall be terminated in accordance with 3319.16 and 3319.161 of the Ohio Revised Code. Termination shall not be subject to the grievance process.

ARTICLE 8:
PROFESSIONAL DEVELOPMENT PROGRAM

The Board recognizes the need for all administrators, counselors, classroom teachers, and educational support personnel to maintain a high level of competency within their professional responsibility. To this end, the Board agrees to support additional coursework under the following provisions:

8.01 Reimbursement of one hundred twenty-five dollars ($125.00) per semester hour or one hundred dollars ($100.00) per quarter hour shall be paid by the Board to employees who successfully complete (B average or "pass" in a course graded on a pass/fail basis) additional training to a maximum of a collective total of nine (9) semester hours or twelve (12) quarter hours earned within a fiscal year. The amount paid pursuant to this paragraph shall not exceed the total expenditure established by the Board for this purpose for the fiscal year.

8.02 Prior approval from the Superintendent's office must be obtained before the employee enrolls in the desired academic course.

8.0201 Requests must be submitted at least four (4) days prior to the final registration date of said course.

8.0202 Only course offerings from a four (4) year accredited college or university or extension thereof will be approved. Accreditation must be through one of the six regional accreditation agencies, the American Council of Education or National Program of Non-Collegiate Sponsored instructions.

8.0203 Only a course or courses related to education or teaching assignment may be approved by the Superintendent or his/her designee.

8.0204 All requests must be submitted on the appropriate form.

8.03 Reimbursement shall be made within thirty (30) days following the submission of evidence of successful completion to the office of the Superintendent, except for summer session classes. Documentation for reimbursement must be filed with the Superintendent's office within a year from the approval of the coursework in order to be reimbursed.

8.04 Reimbursement for credits earned during the summer sessions are contingent upon the employee returning for another year of service. Any person reimbursed for second semester credits who does not return for the following year shall have those amounts deducted from any remaining salary and/or shall be required to repay the amounts to the Board of Education.

8.05 PROFESSIONAL DEVELOPMENT INPUT

8.0501 The Board and the Organization believe that they should work cooperatively with each other to increase student learning through greater staff development. To that end, the parties will work cooperatively through the Professional Development Committee (PD Committee), whose mission shall be to provide recommendations to the Superintendent to achieve that goal.

8.0502 The PD Committee will consist of representatives from each building appointed by the Organization and representatives of the administrative team appointed by the Superintendent. At a minimum, the representatives will include a principal from each building and a central office administrator and at least one teacher from each grade band, electives, and interventionists. The PD Committee will gather input from staff and research opportunities for planning district-wide, building-level, or departmentalized professional development. The PD Committee will meet at least quarterly. The Organization and the Administration will each appoint a co-chair for the meetings of the Committee at the beginning of each school year.

8.0503 Upon reviewing all of the information, the PD Committee will make a recommendation to the Superintendent.

ARTICLE 9:
COMPENSATION & FRINGE BENEFITS

9.01 BASE SALARIES & INDEX

9.0101 For the 2024-2025 school year, there shall be a 2% increase to the base

salary for all members.

For the 2025-2026 school year, there shall be a 2.5% increase to the base salary for all members.

For the 2026-2027 there shall be a 3% increase to the base salary for all members.

9.0102 For the term of July 1, 2024 through June 30, 2027, the parties shall implement a new salary schedule, which is attached hereto. All members shall be placed on the new salary schedule beginning with the 2024-2025 school year. Members who are at steps 21-25 shall be frozen at their current step on the salary schedule for the duration of this Agreement. All other members shall advance a step in accordance with the salary schedule. The intent of the parties is for this salary schedule to expire on June 30, 2027 and it shall be replaced by a new salary schedule to be negotiated by the parties for the successor contract. If the Parties are unable to agree on a new salary schedule, the 35-step schedule in place prior to the 2024-2025 school year shall be reinstated, with the understanding that the index step (BA Step 0) will be based on the 2026-2027 schedule, no member shall earn less in the 2027-2028 school year than they did the previous year, and every member other than those at the top step shall move up one step for the 2027-2028 school year.

9.02 REQUIREMENTS FOR MA+15 AND MA+30 COLUMNS

9.0201 Any employee who wishes to be placed on the MA+15 or MA+30 columns must have taken the additional hours after the date of issuance of the master's degree, whether they be graduate or undergraduate hours.

9.0202 A maximum of three (3) hours of credit per calendar year can be earned towards placement on the MA+15 and MA+30 columns through correspondence/taped courses. Employees who have already earned credit through such courses shall be granted credit for pre-approved courses.

9.0203 To be counted for placement on the MA+15 and/or MA+30 columns, hours beyond the master's degree must be in the following:

A. Individual's present teaching assignment.

B. Within a teaching area for which the teacher is currently certificated.

C. Teaching methods.

D. Classroom management.

E. Curriculum development.

9.0204 Hours not included in the preceding paragraph must be approved in advance by the Superintendent if said hours are to be counted for placement on the

MA+15 or MA+30 columns on the existing salary schedule.

9.0205 Adjustments on salary schedules will take place only if hours (as verified by official transcripts) are submitted to the Board Treasurer by September 15 of any school year.

9.03 SUPPLEMENTAL SALARY AND SUPPLEMENTAL REVIEW PROCESS

9.0301 The supplemental salary schedule attached hereto and designated as "Appendix B" shall be implemented by the Board for the duration of the contract.

9.0302 Supplemental pay which is seasonal will be paid by separate checks in two (2) installments as follows:

Fall season – the first installment is last pay period in September, the last installment is first pay period in November

Winter season – the first installment is last pay period before Christmas, the second installment is first pay period in March

Spring season – the first installment is last pay period in April, the second installment is last pay period in May.

Post-season participation is considered part of the contractual duties.

Supplemental pay for non-seasonal positions shall be paid in eighteen (18) installments.

Employees who fail to complete a supplemental contract will have the pay for such supplemental contract prorated commensurate with their length of performance under the contract.

9.0303 A. A supplemental committee shall be established to collect data during the three (3) years of the contract relating to supplemental positions within the school district. The committee shall consist of at least one administrator appointed by the Superintendent, the athletic director, representatives from a high school and middle school sport, an elementary non-sport and a high school non-sport, all of which will be appointed by the Organization.

B. The committee shall have an objective procedure for considering all facets of an extracurricular position, including, but not limited to, duration (number of weeks), time spent (both during teacher day and after teacher day), weekend activities, holiday and vacation activities, planning, number of students involved, number of employees involved, finances, safety and health, attendance at events, pressure for results and number of events/performances.

C. The resulting process should be as straightforward and clear-cut as possible and amendable to justification in terms of the recommended category for any changes in pay level.

D. The committee shall provide a written report and recommendations to the Superintendent by August 1 of the year prior to the expiration of the current contract. The supplemental committee may present the recommendations to the Board of Education after they have been presented to the Superintendent. The Board of Education will consider recommendations and, if implemented, the implementation will take place for the school year following the expiration of the current agreement.

9.0304 Additional pay may be established for newly created academic or extracurricular duties which extend beyond the normal teaching assignment. The salary for said positions shall be approved by the Board and added to the supplemental schedule.

9.04 HEALTH INSURANCE

9.0401 Health, Prescription Drug & Dental

The Board shall continue to provide the health, prescription drug and dental insurance coverage equivalent to that currently in place.

A. The Board shall pay for full-time employees eighty-five percent (85%) of the premium cost for said benefits with the employee contribution fifteen percent (15%) toward the premium cost for said benefits. The employee contribution shall be paid on a twenty-four (24) pay contribution/deduction schedule.

It is expressly recognized and agreed to by the Board and the Union that then Board will retain the unequivocal right to make those changes in plan designs and coverages, premium rates and carriers, as may be considered by the Board to be appropriate.

B. Teachers contracted to work at least fifty percent (50%) of the regular workday and regular work year for teachers will receive health insurance/major medical, prescription drug insurance and dental insurance with the Board contributing an amount equal to the proportion of time worked by the employee in the part-time position. For example, an employee who works fifty percent (50%) of the regular employee contract year shall receive a Board contribution toward benefits of fifty percent (50%).

C. The Board shall be obligated to provide only one (1) dental plan to a family where both a husband and wife are employed by the Board.

D. An insurance committee shall be formed whose purpose shall include,

but not be limited to, a review of the current insurance coverage and carriers. The committee shall meet upon the written request of either the Superintendent or the Union President. The committee shall consist of representatives of the Board and bargaining unit(s). It is agreed that the insurance committee shall serve solely as in an advisory role and the recommendations of the committee will not be binding on the Board.

9.0402 **Payment in Lieu of Health Insurance**

This provision is null and void until such time as changes to the ACA are made which modify the tax issues with the payment of these amounts. Teachers electing to discontinue hospitalization/surgical or dental insurance through the Board provided carriers, and who are not receiving any portion of their benefits paid by the Board, will be paid a monthly bonus for doing so at the following rates:

	Family Plan	Single Plan
Hosp/Surg/MM	$90	$40
Dental	$10	$10
TOTAL	$100/month	$50/month

9.0403 **Section 125**

The Board shall offer a Section 125 plan for the sole purpose of tax relief for the employees' contributions toward insurance benefits.

9.0404 A Health Insurance Committee comprised of members from NRTO, OAPSE, Exempt employees and the Administration shall meet at least twice annually. Each party shall appoint members to the Committee which form a broad representation of their respective constituencies across the buildings of the District. The Committee shall be comprised of 4 NRTO members, 3 Administration members, 2 OAPSE members and 1 representative for the Exempt employees. The purpose of the Committee shall be to receive and review information regarding the health insurance plan and to discuss health insurance generally.

9.05 LIFE INSURANCE

The Board shall provide each employee Fifty Thousand Dollars ($50,000.00) of life insurance and pay one hundred percent (100%) of the premium.

9.06 SEVERANCE PAY

Upon retirement from the District and if eligible to receive benefits from an Ohio State retirement system pay in an amount equal to one-fourth (1/4) of his/her accumulated but unused sick leave to a maximum of fifty-five (55) days.

9.0601 Payment pursuant to this provision shall be made in two (2) equal

installments as follows:

A. The first payment shall be made within fifteen (15) days of the Board Treasurer's receipt of written confirmation from STRS that the employee is retired and receiving STRS benefits.

B. The second payment shall be made the following January.

C. If the total amount of Severance Pay is below $5,000.00, the total amount will all be paid pursuant to "A." above."

9.07 SUPER SEVERANCE PAY

9.0701 In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire through an Ohio State Retirement System, he/she shall receive a lump sum payment of fifty percent (50%) of his/her accumulated but unused sick leave to a maximum of two hundred thirty (230) days. First eligible to retire shall be defined as when an employee retires when he/she is first eligible to receive the reduced actuarial benefit. Payment of such severance shall be at the employee's daily rate of pay at the time of retirement. Eligible employees must notify the Board by April 10 in order to receive the superseverance benefit. If April 10 falls during Spring break, the deadline shall be extended to the next regular business day. Any employee who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through an Ohio State Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled to only severance pay pursuant to Section 9.06 of this Contract upon retirement. An employee who has not provided the aforementioned notice by April 10 shall still be eligible to receive superseverance provided that the employee notifies the Board on or before June 1 of employee's resignation, and provided there has been the occurrence of a catastrophic event. A catastrophic event shall be defined as the death of a spouse or minor child, and/or the terminal illness and/or serious long-term health condition of the employee, spouse, or minor child.

9.0702 Payment pursuant to this provision shall be made in two (2) equal installments as follows:

A. The first payment shall be made within fifteen (15) days of the Board Treasurer's receipt of written confirmation from STRS that the employee is retired and receiving STRS benefits.

B. The second payment shall be made the following January.

9.08 SUBSTITUTE PAY FOR PLANNING TIME

If a secondary teacher is required to give up his/her planning time to substitute for an

absent teacher, then in that event, the teacher giving up his/her planning time shall be compensated at the rate of thirty dollars ($30) per period for secondary classes. Volunteers shall be solicited before requiring any teacher to cover. Where no volunteers are available, teachers shall be required for coverage on a rotating basis. No teacher shall be required to provide coverage more than once per week. For preK-5, $150 for combining a single class for an entire day. $75 for a half day. This amount will be evenly prorated among the teachers who provide coverage per class as indicated on the applicable form.

9.09 MILEAGE REIMBURSEMENT

9.0901 Employees whose regular contractual assignment is in more than one building within the District shall be compensated for the mileage driven between the assigned buildings to perform his/her regular contractual duties.

9.0902 Payment shall be made at the IRS rate of reimbursement for that year.

9.0903 Teachers eligible for mileage reimbursement shall turn in a written request for the same setting forth the miles driven by day with said report due in the Board Treasurer's office on the last workday of the month.

9.0904 The Board Treasurer shall provide reimbursement by the thirtieth (30th) day of the month following receipt of a properly completed mileage reimbursement request.

9.10 ATTENDANCE BY CHILDREN OF TEACHERS

Children of employees shall be enrolled through open enrollment in accordance with the open enrollment policy adopted by the Board of Education. Priority shall be given to employees' child(ren). If the Board rescinds that policy, or the child(ren) reside outside the State of Ohio, child(ren) of teachers shall be entitled to attend the New Richmond Schools tuition free provided the teacher files an application with the Superintendent by August 1 preceding each school year indicating that the teacher wishes his/her child(ren) to attend New Richmond Schools, the child(ren) has not been convicted of offenses listed in the Board-adopted open enrollment policy, has not been suspended or expelled from school for at least ten (10) consecutive days in the previous semester or immediately preceding semester, the services required for the child(ren) are currently offered by the Board of Education in the buildings of the Board of Education and the Superintendent determines that there is space available for the teacher's child to attend the New Richmond Schools.

9.11 STRS RETIREMENT SYSTEM PICK-UP

9.1101 The Board shall continue to designate each employee's mandatory contribution to the State Teachers Retirement System as "picked up" by the Board, although they shall continue to be designated as employee contributions.

9.1102 The amount of the employee's income reported by the Board is subject to federal and state income tax, and shall be the employee's total gross income reduced by the percentage amount of the employee's mandatory retirement system contribution made by the Board.

9.1103 No employee's total salary shall be increased by such "pick-up" nor shall the Board's total contribution to the retirement system be increased thereby.

9.1104 There shall be no increased cost to the Board except incidental administrative expenses necessary to implement this program.

9.1105 In the event that a majority of the members of the employees bargaining unit no longer desire this "pick-up" plan or if there is an adverse determination from any governmental unit (including the Internal Revenue Service), effecting the qualifying status of this plan, this "pick-up" provision shall be null and void.

9.1106 Employees acknowledge that the Board is in no way liable to them as a result of the implementation of this program at their request and that they shall assume any liability as the result of an adverse ruling by the Internal Revenue Service.

9.12 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

9.1201 Teacher members of the Local Professional Development Committee (LPDC) shall be paid thirty dollars ($30.00) an hour nine hundred dollars ($900.00) maximum per person) for training and committee work performed outside the regular workday or work year. Upon submission of a timesheet, LPDC compensation shall be paid with the next regularly scheduled pay. Any summer work will be paid in the same manner.

9.1202 The total fund available for the three teachers serving on the committee is two thousand seven hundred dollars ($2,700.00) If money is available in the fund, application may be made to the Board for payment for additional hours spent beyond the nine hundred dollars ($900.00) cap.

9.13 REHIRING OF RETIRED TEACHERS

9.1301 Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the New Richmond Exempted Village School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the New Richmond District or not, will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.

9.1302 The salary to be paid to the retired teacher shall be based on the appropriate placement on the existing teacher salary schedule training column with no

less than five (5) years of experience. Retired teachers hired under this provision may progress on a yearly basis to a maximum of ten (10) years of experience. The Board maintains the option to place qualified retired teachers at a higher level on the salary schedule. If this option is exercised the retired teacher may not progress on the salary schedule. To the extent this provision shall be in conflict with Chapter 3317 of the ORC, this subparagraph shall supersede and replace those sections of law which it is in conflict.

9.1303 Individuals employed pursuant to this shall receive any health, dental, and vision benefits provided by Section 9.0401 of this contract. Retired teachers shall not receive any life insurance or severance benefits.

9.1304 Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

9.1305 Each one (1) year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to not re-employ the employee pursuant to 3319.11, ORC, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. Teachers employed pursuant to this provision may not post for vacancies, maintain bumping rights, have no seniority rights over any other teacher, and are not required to participate in the evaluation process. Teachers hired pursuant to this provision are not entitled to any severance benefits or retirement incentive benefits.

9.1306 Teachers employed pursuant to this provision shall start each contractual year with a zero (0) sick leave balance but shall earn sick leave during the contractual year at the same rate as other members of the bargaining unit. Reemployed persons are eligible for sick leave accumulation should they return to the district in subsequent years.

9.1307 Retired teachers currently employed by the District will maintain their current salary schedule, contractual status and benefits.

9.1308 All of the terms and conditions of employment set forth in the preceding subsections shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including but not limited to, Sections 3319.11, 3319.111, 3319.12, 3319.17, Chapter 3307, 3313.202, 3319.081, 3319.141, 3317.13, 3317.14.

ARTICLE 10:
CONCLUSION

10.01 REOPENER

At the request of either party made after February 1, 2027, negotiations shall reopen for a successor agreement.

10.02 DURATION OF CONTRACT

This Contract shall expire on June 30, 2027, unless otherwise extended.

10.03 MISCELLANEOUS

10.0301 During the term of this Agreement, the Board shall not establish any rules, regulations and/or policies which directly contravene any of the negotiated terms and conditions set forth herein unless required by a federal or state statute or law now existing or hereafter adopted or decided.

10.0302 If any provisions of this Agreement or any application of this Agreement is found to be contrary to law, then only that provision or application shall be considered invalid to the extent it is contrary to law, but all other provisions herein shall continue in full force and effect unless the essence of this has been destroyed by the finding that such provision or application is contrary to law. Any such provision or application which is found contrary to law and is thus invalidated may, upon written request, be the subject of further negotiations between the Organization and the Board at the next date negotiations shall occur hereunder.

10.0303 This Agreement expresses the entire and complete agreement between the Board and the Organization and it constitutes the complete and exclusive agreement governing the relationship of the parties and supersedes all prior understandings, agreements, and practices between the Board and the Organization or the certificated teaching personnel covered by this Agreement, whether written or oral, express or implied, and may not be modified except in writing, signed by the parties hereto and during the full term of the Agreement neither the Board nor the Organization may require the other party to negotiate on any subject covered or not covered by this Agreement except with respect to those issues which are negotiable in accordance with the reopener provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the authorized representatives of the Board and the Organization have each set their hand hereunder, on the date placed beside their signature, in order to signify their intent to be bound by the foregoing.

NEW RICHMOND EXEMPTED VILLAGE BOARD OF EDUCATION

By Vice President Date

By Treasurer 10/21/24 Date

NEW RICHMOND TEACHER ORGANIZATION

By Meredith D. Zimmerman 10/18/24
President Date

By Kimberly Eady 10/18/24
Secretary Date

APPENDIX A

NEW RICHMOND EXEMPTED VILLAGE SCHOOL DISTRICT
TEACHER SALARY SCHEDULE

2024-2025 - 2%					
Step	**BA**	**BA+150**	**MA**	**MA+15**	**MA+30**
0	$43,073	$45,226	$47,379	$49,535	$51,689
1	$43,826	$46,018	$48,208	$50,402	$52,594
2	$44,593	$46,823	$49,052	$51,284	$53,514
3	$45,374	$47,642	$49,910	$52,181	$54,451
4	$46,168	$48,476	$50,784	$53,094	$55,404
5	$46,976	$49,324	$51,672	$54,023	$56,373
6	$47,798	$50,188	$52,577	$54,969	$57,360
7	$48,634	$51,066	$53,497	$55,931	$58,364
8	$50,351	$52,869	$55,385	$57,905	$60,424
9	$52,129	$54,735	$57,341	$59,950	$62,558
10	$53,969	$56,668	$59,365	$62,066	$64,766
11	$55,875	$58,669	$61,461	$64,258	$67,053
12	$57,848	$60,740	$63,631	$66,526	$69,420
13	$59,890	$62,885	$65,878	$68,875	$71,871
14	$62,005	$65,105	$68,204	$71,307	$74,409
15	$64,194	$67,403	$70,612	$73,825	$77,036
16	$66,460	$69,783	$73,105	$76,431	$79,756
17	$68,807	$72,247	$75,686	$79,130	$82,572
18	$70,011	$73,511	$77,010	$80,514	$84,017
19	$71,236	$74,798	$78,358	$81,923	$85,487
20	$72,483	$76,107	$79,729	$83,357	$86,983
21	$73,751	$77,439	$81,125	$84,816	$88,505
22	$75,042	$78,794	$82,544	$86,300	$90,054
23	$76,355	$80,173	$83,989	$87,810	$91,630
24	$77,691	$81,576	$85,459	$89,347	$93,234
25	$79,051	$83,003	$86,954	$90,911	$94,865

2025-2026 2 - 2.5%					
Step	**BA**	**BA+150**	**MA**	**MA+15**	**MA+30**
0	$44,149	$46,357	$48,563	$50,773	$52,982
1	$44,922	$47,168	$49,413	$51,662	$53,909
2	$45,708	$47,994	$50,278	$52,566	$54,852
3	$46,508	$48,833	$51,158	$53,486	$55,812
4	$47,322	$49,688	$52,053	$54,422	$56,789
5	$48,150	$50,558	$52,964	$55,374	$57,783
6	$48,993	$51,442	$53,891	$56,343	$58,794
7	$49,850	$52,343	$54,834	$57,329	$59,823
8	$51,610	$54,191	$56,770	$59,353	$61,935
9	$53,432	$56,104	$58,774	$61,449	$64,122
10	$55,319	$58,085	$60,849	$63,618	$66,386
11	$57,272	$60,135	$62,998	$65,864	$68,729
12	$59,294	$62,259	$65,222	$68,190	$71,156
13	$61,387	$64,457	$67,525	$70,597	$73,668
14	$63,555	$66,732	$69,909	$73,090	$76,269
15	$65,799	$69,088	$72,377	$75,670	$78,962
16	$68,122	$71,528	$74,932	$78,342	$81,750
17	$70,527	$74,053	$77,578	$81,108	$84,636
18	$71,761	$75,349	$78,936	$82,527	$86,117
19	$73,017	$76,668	$80,317	$83,971	$87,624
20	$74,295	$78,009	$81,723	$85,441	$89,158
21	$75,595	$79,374	$83,153	$86,936	$90,718
22	$76,918	$80,764	$84,608	$88,458	$92,305
23	$78,264	$82,177	$86,088	$90,006	$93,921
24	$79,633	$83,615	$87,595	$91,581	$95,564
25	$81,027	$85,078	$89,128	$93,183	$97,237

2026-2027 -3%					
Step	**BA**	**BA+150**	**MA**	**MA+15**	**MA+30**
0	$45,474	$47,748	$50,020	$52,296	$54,571
1	$46,270	$48,583	$50,896	$53,211	$55,526
2	$47,079	$49,433	$51,786	$54,143	$56,498
3	$47,903	$50,298	$52,693	$55,090	$57,487
4	$48,742	$51,179	$53,615	$56,054	$58,493
5	$49,595	$52,074	$54,553	$57,035	$59,516
6	$50,462	$52,986	$55,508	$58,033	$60,558
7	$51,346	$53,913	$56,479	$59,049	$61,617
8	$53,158	$55,816	$58,473	$61,134	$63,793
9	$55,035	$57,787	$60,538	$63,292	$66,045
10	$56,978	$59,827	$62,675	$65,527	$68,377
11	$58,990	$61,939	$64,888	$67,840	$70,791
12	$61,073	$64,126	$67,179	$70,235	$73,291
13	$63,229	$66,390	$69,551	$72,715	$75,878
14	$65,461	$68,734	$72,006	$75,282	$78,557
15	$67,772	$71,161	$74,548	$77,940	$81,331
16	$70,165	$73,674	$77,180	$80,692	$84,202
17	$72,643	$76,275	$79,905	$83,541	$87,175
18	$73,914	$77,609	$81,304	$85,003	$88,701
19	$75,207	$78,968	$82,727	$86,491	$90,253
20	$76,523	$80,350	$84,174	$88,004	$91,832
21	$77,863	$81,756	$85,647	$89,544	$93,439
22	$79,225	$83,186	$87,146	$91,111	$95,075
23	$80,612	$84,642	$88,671	$92,706	$96,738
24	$82,022	$86,123	$90,223	$94,328	$98,431
25	$83,458	$87,631	$91,802	$95,979	$100,154

APPENDIX B

NEW RICHMOND EXEMPTED VILLAGE SCHOOL DISTRICT
SUPPLEMENTAL SALARIES

AREA/POSITION	*PAY LEVEL*
ACADEMIC/ADMINISTRATIVE	
Detention Monitor/Intervention Tutor	$ 30/hour
Summer School Teacher	$ 50/hour
District Art Show (HS/MS/LCE/Monroe)	
2024/25	$ 82 Stipend
2025/26	$ 84 Stipend
2026/27	$ 86 Stipend
Site Managers (For day-long events, multiple individuals may be utilized. Approximately 3-hour shifts).	$ 60/day
Gate Workers (For day-long events, multiple individuals may be utilized. Approximately 3-hour shifts).	$ 45/day
Athletic Director - NRHS	$ 13,085
2025/26	$ 13,412
2026/27	$ 13,814
Athletic Director – NRMS	$ 5,453
	$ 5,590
	$ 5,758

Level	2024-25 2%	2025-26 2.5%	2026-27 3%
12	$5,842	$5,988	$6,167
11	$5,145	$5,274	$5,432
10	$4,450	$4,562	$4,698
9	$3,893	$3,991	$4,110
8	$3,338	$3,422	$3,525
7	$2,783	$2,852	$2,938
6	$2,226	$2,281	$2,350
5	$1,947	$1,996	$2,056
4	$1,669	$1,710	$1,762
3	$1,251	$1,282	$1,320
2	$834	$855	$881
1	$427	$438	$451

LEVEL 12
Head Coach – Varsity Football
Head Coach – Varsity Boys Basketball
Head Coach – Varsity Girls Basketball
Head Coach – Varsity Wrestling

LEVEL 11
Head Coach – Varsity Volleyball
Head Coach – Varsity Girls Soccer
Head Coach – Varsity Boys Soccer
Head Coach – Varsity Baseball
Head Coach – Varsity Softball

LEVEL 10
Assistant Varsity Coach – Football
Assistant Football Coach
Assistant Football Coach
Head Coach – Varsity Boys Swimming
Head Coach – Varsity Girls Swimming
Assistant Coach – HS Boys Basketball
Assistant Coach – HS Girls Basketball

LEVEL 6
HS Academic Team Advisor
Head Coach - MS Volleyball
Head Coach - MS Volleyball
Head Coach - MS Cross Country
Assistant Coach - MS Football
Assistant Coach - MS Football
HS Instrumental Music Director
MS Instrumental Music Director
HS Vocal Music Director
MS Vocal Music Director
Elementary Music Director - LCE
Elementary Music Director - Monroe
6-12 Department Chair, Language Arts
6-12 Department Chair, Math
6-12 Department Chair, Science
6-12 Department Chair, Social Studies
6-12 Department Chair, Interventionists
6-12 Department Chair, Electives
Student Council/Senior Class Advisor
Student Council/Junior Class Advisor

Head Coach – Varsity Boys Track
Head Coach – Varsity Girls Track

LEVEL 9
Head Coach – Cross Country
Varsity Cheerleading Advisor
Assistant Coach – Boys Soccer
Assistant Coach – Girls Soccer
Assistant Coach – HS Volleyball
Assistant Coach – Football
Assistant Coach – Football
HS Newspaper Advisor
HS Yearbook Advisor
Assistant Coach – HS Wrestling
Assistant Coach – HS Wrestling
Assistant Coach – HS Wrestling
Assistant Boys Basketball Coach
Assistant Coach – Softball
Assistant Coach – HS Baseball

LEVEL 8
Head Coach – Boys Varsity Golf
Head Coach – Girls Varsity Golf
Head Coach – Varsity Girls Tennis
HS Marching Band Director
Coach – MS Boys Basketball
Coach – MS Boys Basketball
Coach – MS Girls Basketball
Coach – MS Girls Basketball
Coach – MS Wrestling
Varsity Boys Bowling Coach
Varsity Girls Bowling Coach
Head Coach – Varsity Boys Tennis
Assistant Coach – HS Boys & Girls Track
Assistant Coach – HS Boys & Girls Track
Coach – MS Boys Track & Field
Coach – MS Girls Track & Field

LEVEL 7
JV Cheerleading Advisor
Coach - MS Football
Coach - MS Football
Student Council/Sophomore Class Advisor
Student Council/Freshman Class Advisor
Science Olympiad Coach
Head Coach - MS Swimming
Assistant Coach – MS Wrestling
HS Musical Director

LEVEL 5
Science Olympiad Assistant Coach
MS Cheerleading Advisor – Winter
Assistant Coach – MS Boys & Girls Track & Field
Assistant Coach – MS Boys & Girls Track & Field

LEVEL 4
Assistant Director – HS Marching Band
HS Drama Director (2 plays)
Assistant Coach – MS Swimming
HS Pep Band Director
MS Musical/Theater Director

LEVEL 3
MS Cheerleading Advisor – Fall
Student Council Advisor – LCE
Student Council Advisor – Monroe
Student Council Advisor – MS
Flex Position

LEVEL 2
National Honor Society Advisor
Mock Trial Advisor
MS Yearbook Advisor
Elementary Yearbook Advisor-LCE
Elementary Yearbook Advisor-Monroe
S.A.D.D. Advisor – HS
S.A.D.D. Advisor - MS
S.A.D.D. Advisor - LCE
S.A.D.D. Advisor - Monroe
HS Winter Weight Room Supervisor
HS Spring Weight Room Supervisor
HS Assistant Musical Director
MS Assistant Musical Director

LEVEL 1
LCE Elementary Flex (Art/Tech Club)
Monroe Elementary Flex (Art Club)
Art Club
Chemistry Club
Ecology Club
Spanish Club