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AGREEMENT

This Agreement sets forth understandings that have been entered into between the North Olmsted City Board of Education, hereinafter referred to as the Board, and the North Olmsted Education Association, hereinafter referred to as NOEA, and constitutes a binding contractual agreement between the parties.

Article 1

RECOGNITION

1.1 The North Olmsted Education Association, an affiliate of the Ohio Education Association and the National Education Association, the recognized bargaining unit, hereinafter referred to as NOEA, is recognized by the Board as the sole and exclusive negotiating representative of all certificated/licensed personnel of the district, exclusive of the Superintendent, Assistant Superintendents, Directors, Principals, Assistant Principals, Supervisors, Members of the Administrative Staff employed pursuant to O.R.C. 3319.02, Psychologists, and any and all managerial and supervisory personnel as defined by O.R.C. 4117 and all casual substitutes who teach less than 61 consecutive days as a substitute in the same position. Recognition of the Association shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provisions of O.R.C. 4117.05 and 4117.07.

1.2 Full or part time substitutes employed as leave replacement teachers for a period of one (1) year (one hundred eighty-five (185) days) or less shall, on the sixty-first (61st) consecutive day of assignment to the same or similar position, be entitled to placement on the regular teacher salary schedule at the minimum teacher salary of BA-0, Step 1 (regardless of degree, hours or years of service) and the provisions of the Agreement, but shall not be considered a member of the bargaining unit for purposes of Article 17, Reduction in Force. If a substitute is employed the first teacher workday at the beginning of the school year as a leave replacement teacher or as a long term substitute, and the employee is contracted to be employed for the entire school year (one hundred eighty-five (185) days), the employee will be placed on the regular teacher salary schedule at BA-0, Step 1, will be considered a bargaining unit member/staff member, and will be entitled to the provisions of the

Agreement, but shall not be considered a member of the bargaining unit for purposes of Article 17, Reduction in Force. If the leave replacement teacher or long term substitute is hired by the District as a full time teacher, the time as a leave replacement teacher or a long term substitute shall be counted toward seniority for purposes of Article 17 Reduction in Force. Contracts issued to such leave replacement teachers shall be considered to be automatically non-renewed at the conclusion of their term of service. The foregoing provisions expressly supersede and take the place, with respect to such leave replacement teachers, of the provisions of Ohio Revised Code Sections 3319.11 and 3319.111. If said teacher is employed as a leave replacement teacher for a second consecutive year, effective with the first day of employment in that second year she/he will be part of the bargaining unit and entitled to all benefits of this Agreement and statutory rights.

1.3 The terms "teacher" or "teachers" shall mean those certificated/licensed personnel who are included in the bargaining unit as defined in section 1.1. of this Article.

WORKING CONDITIONS

Article 2

SAFETY PROCEDURES

2.1 The North Olmsted Schools strive to provide a safe environment for staff and students. The administration will continue to work with state and local law enforcement officials to update building safety plans. Safety plans will cover fire, tornado, lockdown, intruder and any other plans required by local, state and/or federal law. Safety plans will be provided to each staff member and appropriate postings will be displayed.

2.2 Should a teacher have a safety concern arising outside of the District safety/emergency management plans, the teacher shall raise that concern in writing with the building principal who shall forward the concern to the Superintendent. The Superintendent shall consult with the Director of Business Services, who shall provide a written response to the concern (along with a tentative timeline of addressing any verified safety concern) to the teacher through the Principal within thirty (30) days of the teacher's submission of the concern.

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Article 3

SCHOOL CALENDAR

3.1 The school year

3.1.1 The school year for teachers shall not exceed 185 work days of eight (8) hours per day. The 185 teacher days shall include: 1 summer preparation day; 1 convocation day; up to 4 professional development days; 1 teacher-directed collaboration day; 2 parent/teacher conference days which shall be scheduled in four (4) three and one-half (3 ½) hour increments, 1 self-directed recordkeeping day taken at the end of the first semester, and 1 recordkeeping day at the end of the second semester, which may include departmental or grade level meetings or building meetings which shall not exceed a total of 60 minutes. The term self-directed shall mean that teachers will have the option to complete grading and recordkeeping duties in school or off site.

3.1.2 The annual NEOEA day shall be a nonworking day for all members of the bargaining unit.

3.1.3 Teachers shall work the equivalent of one (1) school day prior to the start of the school year for preparation. The summer preparation day will occur no earlier than August 1 of the upcoming school year. Employees will choose the specific date (on or after August 1) they will work and document the fact they worked such date. For payroll purposes, the summer preparation day shall be designated as the day prior to the first workday of the established annual calendar.

3.1.3.1 New Teacher Induction

Any new teacher induction program implemented by the District will provide, at a minimum, teachers new to the district with one half-day of district orientation and one half-day of building level orientation. Additional training time for District orientation and building level orientation may be extended at the discretion of Superintendent. Induction will be scheduled in August preceding the school year and teachers will be paid $150 per day.

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3.1.4 Any teacher or teachers in a building or buildings in the district may establish their own staff development program for the teacher collaboration day as established in Article 3.1.1.

Activities may include, but are not limited to:

- Inter-building grade level collaboration
- Curriculum Alignment
- Pursuing activities that directly relate to a teacher's discipline/subject area
- Activities that relate to general educational practices and teaching

Meetings may take place on or off campus. Plans do not have to be approved in advance by the administration and no formal reporting or summary of the meeting will be required. A list of the programs and activities that teachers will be engaged in will be provided to the building principal prior to the collaboration day.

3.2 The starting and ending date for the teacher work year will be determined by the Board of Education. The Board shall provide every teacher their schedule and a tentative schedule of all-staff building events on or before Convocation Day.

3.3 The school calendar will be developed by the administration with input from the NOEA.

Article 4

SUMMER SCHOOL, EVENING SCHOOL, TUTORS

Salary schedules for summer school, evening school and tutors are shown in Exhibit K of this Agreement.

4.1 Persons who are regularly employed by the Board of Education on an hourly basis to tutor specific students are members of the bargaining unit. Such tutors shall be eligible for insurance fringe benefits as set forth in Article 30 of this Agreement. Tutors shall be defined as regularly employed and appropriately certified/licensed professional personnel who provide instruction in an individual/small group setting (e.g., small group intervention, ESL, and Title I) related to particular

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content area(s). Tutors shall supplement but not supplant the regular classroom instruction in the particular content area.

4.2 Tutors' salaries shall be calculated on an hourly basis as set forth in Exhibit K. It is further understood and agreed that such tutors shall have rights to bump, transfer or recall only to a position of tutor under Article 17 of this Agreement, have rights regarding transfer and assignment only to a position under this Agreement, and shall continue to be employed on an hourly basis as needed in accordance with current practice.

4.3 Upon completion of the requisite service period and attainment of a professional certificate, tutors employed by the Board are eligible for consideration for continuing contract status as a tutor according to O.R.C. 3319.08. Tutors shall be evaluated pursuant to the teacher evaluation policy adopted in accordance with Article 16. Attainment of such continuing contract status as a tutor shall not entitle the tutor to a teaching position nor shall such attainment of such status mean that a tutor has a continuing contract as a teacher.

4.4 Workday/Preparation Time

4.4.1 Tutors employed for five (5) or more hours a day shall receive a minimum of thirty (30) minute daily unpaid lunch period and a minimum of 150 minutes of paid preparation time per week (based on a five-day week). Tutors employed for at least three (3) hours but less than five (5) hours will receive a minimum of 75 minutes of paid preparation time (based on a five-day week).

4.4.2 Only tutors who are employed for three (3) or more hours a day can be IEP responsible (i.e., responsible for writing IEPS). Tutors who are IEP responsible and employed for five (5) or more hours per day, shall receive a minimum of thirty (30) minute daily unpaid lunch and a minimum of 200 minutes of paid preparation time per week (based on a five-day week). IEP responsible tutors employed for at least three (3) hours but less than five (5) hours will receive a minimum of 120 minutes of paid preparation time per week (based on a five-day week).

4.5 Tutors who are required to attend in-service meetings conducted by the District will be paid for their attendance at their regular hourly rate of pay. Should tutors be required to attend a building or other form of District meeting by their principal

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or supervisor, they will be paid at the regular hourly rate for attendance at such meetings which occur outside their regular work hours.

4.6 The evening school rates set forth above apply only to courses where the teaching certificate is required to serve as instructor.

4.7 All openings for summer school and evening school (other than adult education courses) will be posted as outlined in Article 10.5. Annually, a general posting will be made to solicit teachers interested in part-time tutor positions.

4.8 The normal tutoring load for tutors should not exceed eight (8) students at one time.

4.9 Tutors shall not be the teacher of record for the purposes of assigning grades.

4.10 Tutors who are IEP responsible shall not be deemed teachers of record.

4.11 At the start of each school year, administrators will provide a tentative intervention schedule to tutors.

Article 5

HOURS OF WORK

5.1 The teacher's normal work day will not exceed eight (8) hours. During the teacher work day, all teachers shall be on duty, engaged in professional development or performing professional responsibilities as directed by the building principal, except as otherwise restricted by this Agreement. Unless extenuating circumstances arise, teachers' daily start and end time for each building shall be established and communicated a minimum of two weeks prior to the start of the school year.

5.2 Teachers shall be provided no less than forty (40) uninterrupted minutes of a duty free lunch period and a minimum of fifty (50) minutes of the teacher work day shall be allocated daily for teacher preparation and planning. Such time will be scheduled during the required pupil attendance time and shall be provided in increments of not less than twenty (20) minutes.

Due to the scheduling constraints of specialist instructors, a specialist teacher's individual planning time may be adjusted to no less than twenty (20) minutes total per day, so long as the teacher receives a minimum of two hundred fifty (250) minutes per week of preparation and planning. Likewise, due to the scheduling constraints at the middle school level, no more than once per workweek, a middle school teacher's individual planning time may be adjusted to no less than thirty-five (35) minutes per day, so long as the teacher receives a minimum of two hundred fifty (250) minutes per week of preparation and planning.

5.3 Certificated employees may sometimes be required to be available beyond the eight-hour day for meetings/activities with either students, parents, or other school personnel. However, licensed/certificated employees shall not be required to attend more than three (3) school-sponsored morning/evening meetings/activities per school year. Parent-teacher conferences under Section 5.4 and building meetings under Section 5.5 do not count toward the three meetings/activities.

5.4 Parent-teacher conferences in all buildings will be conducted four evenings per year. The Wednesday before Thanksgiving and the Friday before President's Day shall be treated as compensatory release time for teachers. Teachers will have the option of conducting their conferences in a public area, such as the library/media center, or in their classrooms. An administrator shall remain in the building until all such conferences are concluded.

The administration shall establish and share dates for parent-teacher conferences by Convocation Day. If the need to change conference dates arises, the Superintendent/designee and NOEA President will agree on a rescheduled date(s) to ensure parent-conferences occur. Fall conferences shall be scheduled subsequent to issuance of the first quarter report card. Winter conferences shall be scheduled subsequent to issuance of the second quarter report card. Evening conferences shall not be scheduled within the same week. Parent/teacher evening conferences shall not be scheduled on a Friday. Afternoon/evening parent-teacher conferences shall be scheduled for a period of one three and one-half (3-1/2) hour block.

5.5 Building Meetings

Except in emergency situations, a building principal will not schedule more than two faculty/staff meetings a month outside the normal eight-hour day. It is expected that all certificated staff members will attend the regularly scheduled

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meeting. If, however, the staff member is unable to attend due to a conflict such as illness or coaching duties, it is the staff member's responsibility to contact the Principal to determine how best to obtain the missed information. These faculty/staff meetings may not extend more than fifty (50) minutes before or after the normal work day unless by mutual agreement. One such monthly meeting may be used for professional learning communities, cross grade level, grade level or subject area meetings.

5.6 Within the normal work day, as described in paragraph 5.1, the teacher's work day shall consist of the following:

5.6.1 At the middle school level (6-8), all recordkeeping duties, with the exception of ISD and Lunchroom, shall be covered by certificated/licensed teachers. ISD duties will not be assigned to teachers. Duties before or after the student day shall be on a volunteer basis, with the total time assigned to such teachers not to exceed that given to teachers who do not perform pre- or post- student day duties. Should no volunteers for such pre- and post- student day duties come forward, the building principal has the right to schedule the duty.

5.6.2 At the high school level (9-12) teachers shall be on duty a prescribed number of minutes before and after pupil attendance time determined by the building principal so to conform with the teacher's normal eight (8) hour work day. Excluding this period of time, and the lunch period, teachers shall receive no less than five (5) regular instructional periods of duty-free preparation time per week. Further, within the framework of each school day, each teacher in grades 9-12 shall have no more than:

5.6.2.1 Five periods assigned for teaching assignments and one period assigned for duty excluding homeroom period.

5.6.2.2 Without the teacher's approval, a total of six periods assigned for teaching, excluding homeroom period.

5.6.2.3 Certificated/licensed teachers shall not be assigned to In-School Detention (ISD) duty.

5.6.2.4 If a teacher so requests, a reasonable attempt will be made to rotate duties at the beginning of each semester.

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5.7 President and President Elect of the NOEA

With regard to the daily class schedule, the President of the NOEA and President Elect shall receive the following:

5.7.1 No more than a total of five periods assigned to teaching assignments/duties at the middle school or high school level, and no duties at the elementary level, unless mutually-agreed otherwise.

5.7.2 A good faith effort, on the part of the building administration, to attempt to assign classes at the beginning of the school day and to schedule planning time and duties at the end of the school day.

5.7.3 The option of leaving immediately after the final teaching period to attend to NOEA business following notification to the building administrator.

5.8 If it is essential that a teacher leave his or her building at any time other than during their duty-free lunch period or preparation time for a personal reason and/or emergency, approval shall be secured from the building principal or his/her designated representative. A teacher leaving the school building during his/her duty-free lunch period or preparation time shall inform the school office prior to leaving. Teachers leaving the building should sign out prior to leaving and sign in upon return.

5.9 The school year shall not exceed 185 days of teacher attendance without an increase of salary proportionate to any increase in the length of the school year.

5.10 Teachers who are assigned to more than one building will be granted no less than fifteen (15) minutes travel time per building change, with the exception of any teacher traveling between Maple and Chestnut who shall receive twenty (20) minutes travel time per building change. (For purposes of this section, the high school and middle school campus is considered one building). Exceptions to the above stated time limits shall be granted by the Superintendent or designee. Traveling teachers shall have the same amount of planning time as non-traveling teachers. This planning time will be in minimum blocks of twenty minutes. Teachers shall not be required to travel during the minimum lunch period set forth in paragraph 5.2 above or during their assigned planning periods. Teachers who work in two or more buildings will attend the faculty meeting for the afternoon assignment unless mutually agreed by the teacher and both principals. The

teacher will check with the principal of the building whose meeting she/he does not attend to ensure knowledge of that agenda.

5.11 Teachers writing curriculum or agreeing to undertake miscellaneous professional assignments beyond the normal workday will be paid the base hourly rate of a tutor in accordance with Exhibit K.

5.12 Preparation Time

5.12.1 If there is a good cause, and the District has made reasonable effort to avoid such loss, staff members may be required to relinquish up to three (3) personal planning periods during an academic year. At the primary and intermediate levels, if daily planning time is not provided, a commensurate portion of weekly planning time may be relinquished. Reasonable efforts should include the consideration of schedule modification, rotation of personnel, rescheduling of planning time during the same week, etc. The NOEA shall have the right to an explanation for any lost planning time and to convey concerns to the Department of Human Resources; perceived abuses or misinterpretations may be pursued under Article 9.

5.12.2 When planning time is lost as a result of a teacher being required to substitute for another staff member, it shall not be applicable to this section. All instances in which a teacher is required to substitute shall be subject to the provisions of Article 32.

5.12.3 Planning time that is relinquished during field trips shall not constitute lost planning time for purposes of this provision unless teacher participation is directed or mandated by the administration.

5.12.4 It is recognized that in some situations, teachers may not receive planning time. Examples may be power outage, epidemic and crisis situations.

5.13 Split Classes

5.13.1 In rare instances, a teacher may be assigned two classes concurrently (split classes) during a given period or for a school year. In such cases, it is understood that for reasons of modest enrollment, it is impractical to offer one of the classes independently. When this occurs, such assignment shall be made on a rotating basis so as not to unduly burden any one staff member.

5.13.2 For purposes of this section, a class shall be defined at the primary and intermediate levels as a grade level. At the high school and middle school levels, a class shall be defined as a curriculum offering.

5.13.3 A teacher may be assigned more than two classes concurrently during a given period only if he or she agrees to such assignment.

5.14 Definitions

5.14.1 Teaching assignment

An instructional period where a teacher is expected to:

- plan and prepare
- monitor student progress
- keep records & report grades

5.14.2 Duties

- No expectation of preparation or planning
- No requirement to formally monitor or report student progress
- No requirement to report grades

5.14.2.1 Recordkeeping duty – any duty in which a teacher is responsible for keeping records, either academic or non-academic. (i.e., study hall, homeroom)

5.14.2.2 Non-Recordkeeping duty – any duty in which a teacher is not responsible for keeping academic or non-academic records. (i.e., Hall duty, assisting students with homework, enrichment activities)

5.15 For purposes of this article, duties will be assigned by the building principals.

5.16 Counselors shall not be assigned any regularly assigned recordkeeping duty.

5.17 The district shall provide a safe working environment for all employees.

5.18 In order to maximize the effectiveness of diagnostic initiatives, while minimizing instructional disruptions, teachers required to score assessments, analyze data,

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and/or formulate data-driven plans will be notified of their responsibilities a minimum of ten (10) work-days prior to the testing date/deadline.

5.19 Experimental Programs

The Board may utilize the services of non-bargaining unit instructors to provide additional instructional opportunities to the District's students, including but not limited to on-site programs provided through career/technical schools. These programs shall be referred to as "experimental programs" and subject to the following guidelines:

5.19.1 For experimental programs engaged through Polaris Career Center, the Superintendent shall provide notice of the experimental program to NOEA Leadership prior to implementation of the program. In all other proposed situations, the Superintendent shall secure approval of the NOEA Leadership prior to the implementation of the program.

5.19.2 The experimental program shall not be a class currently taught by a bargaining unit member.

5.19.3 The maximum length of any specific experimental program shall not exceed two school years, unless mutually agreed to by the parties.

5.19.4 Upon the District's determination that the program will become an ongoing offering (in no event later than two school years), the District will post the instructor position consistent with the collective bargaining agreement. If after posting the position the district is unable to find a qualified bargaining unit member to continue the experimental program, then the NOEA leadership may extend approval to continue the program on a year to year basis until a qualified applicant can be found.

5.19.5 Unless filled by a bargaining unit member under 5.19.4 above, instructors of an experimental program shall not be governed by this collective bargaining agreement and specifically shall have no rights to "bump" any bargaining unit member in the event of a reduction in force.

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5.20 Flex-Time

The Flex-Time program allows a limited number of staff members to make minor adjustments in the time that they start and leave work. The following are requirements and parameters of the program:

5.20.1 Up to 25 percent of teachers in any one building will be allowed to take advantage of the Flex-Time program. To be considered for Flex-Time, a teacher is required to complete the entire Flex-Time Application, including reasons for the request. See Exhibit M.

5.20.2 Principals have discretion to grant or deny a staff member's request for Flex-Time. Principals shall indicate to the staff member in writing on the form (Exhibit M) whether the Flex-Time has been approved or denied. If Flex-time is approved, principals will be responsible for implementation of Flex-time in their buildings.

5.20.3 Hardship will be given consideration. In instances where hardship can be proven, low seniority teachers shall receive Flex-Time schedules beyond the established cap of 25%. Hardship situations are instances when a staff member has extenuating circumstances which might be eased or remedied by arriving late or leaving prior to the end of the teacher work day. Examples of hardship situations may be, but are not limited to, caring for an invalid parent, day-care, etc. Hardship situations will be approved or disapproved by building principals. Denial of hardship requests may be appealed. Appeals may first be made to the Director of Human Resources and then to the Superintendent through the Association President.

5.20.4 Starting times for Flex-Time staff will be calculated by simply determining how many minutes early or late a staff member leaves and then adding an equal amount of time to the start or end of their workday.

5.20.5 A staff member taking Flex-Time may be given before or after school duty. A reasonable effort, however, must be made to maintain equity among duty time for both regular and Flex-Time teachers.

5.20.6 Except in cases of hardship, staff members must apply to building principals for Flex-Time with at least two weeks of advance notice. Teachers assigned to more than one building must receive approval from both building administrators.

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5.20.7 It is the expectation that Flex-Time schedules for individuals stay in effect for the full academic year or from the time granted until the end of that academic year, unless mutually-agreed upon by the teacher and principal.

5.20.8 If a staff member is utilizing Flex-Time and an administrator schedules a meeting during the Flex-Time, the staff member will attend the regularly scheduled meeting. This section shall not apply to a coach or extracurricular advisor who is coaching/advising a District-sponsored activity or to any meetings not specifically listed on the building meeting schedule provided to all staff at the beginning of the school year.

ARTICLE 6

DRUG-FREE SCHOOLS

6.1 No employee shall consume alcohol if he/she is responsible for students or if he/she has non-supervisory contact with students when parents/guardians are not in attendance.

6.2 In addition to Section 6.1 above, all bargaining unit members will comply with the District's policies and administrative guidelines related to Drug-Free Workplace and substance abuse. Any bargaining unit member who violates this provision shall be subject to disciplinary action, up to and including termination, in accordance with District policies and guidelines as well as Article 12 of this collective bargaining agreement. Unless termination proceedings are initiated in response to an employee's serious misconduct, an employee will be referred to a substance abuse professional for assessment and consideration of treatment/rehabilitation as a component of the corrective process.

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ARTICLE 7

RIGHTS

7.1 Rights of Individuals

7.1.1 The terms "teacher" and "member of the bargaining unit" shall be used interchangeably throughout this Agreement.

7.1.2 Teachers represented by the NOEA shall be free to join or not to join the NOEA as they may choose, to participate in negotiations, to process grievances, and to exercise such other rights as they may have as members of the NOEA.

7.1.3 Members of the bargaining unit shall be entitled to payroll deductions for membership dues.

7.1.4 There will be no reprisals of any kind, or threats thereof, taken against any teacher by reason of his/her membership in the NOEA or participation in any of its activities.

7.2 Rights of Association

7.2.1 The Board of Education will permit the NOEA to make use of school buildings for meeting in accordance with the terms of the policy on Community Use of Board Property. NOEA business will not be conducted at a time when such business would interrupt the education process.

7.3 Rights of the Board of Education

7.3.1 Except as expressly limited by the terms of this Agreement, the Board retains those rights of management as set forth in Ohio Revised Code § 4117.08.

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ARTICLE 8

NEGOTIATION PROCEDURES

8.1 The procedures set forth in this Article shall govern negotiations conducted between the Board and the NOEA.

8.2 Either the Board or the NOEA may initiate negotiations by serving written notice to the other party not more than one hundred and twenty (120) calendar days nor less than ninety (90) calendar days prior to the expiration of this Agreement unless mutually agreed.

8.3 The first negotiation session shall be held within ten (10) calendar days of the date of the "written notice" pursuant to Section 8.2 of this Article.

8.4 Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the subsequent meeting unless mutually agreed otherwise. The parties to this agreement may mutually waive or change negotiating meeting procedures. These meetings shall be scheduled with the least interruption of school schedules.

Representatives of the Board of Education and of the NOEA (not more than four (4) on each side unless a different number is agreed upon) shall meet for the purpose of negotiating and seeking agreement. Neither party shall attempt to exercise any control over the other's selection of its representatives. In addition, each negotiation team may use two (2) consultants in the course of negotiation meetings. No other person or persons shall be present during the negotiation meetings unless mutually agreed upon by the Board of Education and the NOEA. During the course of negotiations, a caucus shall be limited to forty (40) minutes maximum time unless mutually agreed upon by both parties.

Negotiations shall be conducted in good faith. All negotiation meetings shall be conducted exclusively by and between the negotiations teams of the respective parties.

8.5 Within a reasonable period of time after request therefor by the chairperson of the negotiating team of the NOEA, copies of public records pertaining to the financial status of the school district and of other public records, the release of which is not prohibited by state or federal law, shall be made available. Access to available

records in such form as they may exist constitutes compliance with this section, and there shall be no obligation to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop records other than in their existing form. The NOEA agrees to furnish, within a reasonable period of time after request therefor, available documentation referred to in any proposals which it advances in negotiations. Neither the Board nor the NOEA is obligated to supply data or written information which has been prepared principally for its own confidential use in the course of negotiations.

8.6 When a tentative agreement is reached through negotiations, the tentative agreement shall be reduced to writing and, at a mutually agreed upon time, shall be submitted to members of the NOEA for approval. After approval by the membership of the NOEA, the tentative agreement, thereafter, will be submitted for approval to the members of the Board of Education at its next meeting or at a meeting called especially for that purpose. After approval by the Board and after signatures on behalf of the parties, the Agreement shall become part of the official minutes of the Board of Education.

The AGREEMENT shall be binding on the Board and the NOEA. When applicable, provisions will be reflected in the individual contracts or statement of conditions of service as submitted to members of the bargaining unit.

8.7 The final version of the successor collective bargaining agreement shall be distributed to all members of the bargaining unit via the district Intranet. Hard copies will be made available upon request.

8.8 Dispute Resolution Procedure

If agreement is not reached within forty-five (45) calendar days after the initial negotiating session is held under this Article, or forty-five (45) calendar days before the expiration of this Agreement, whichever comes sooner, either party may declare a bargaining impasse. Thereupon, the parties shall jointly request the services of a commissioner from the Federal Mediation and Conciliation Service. The mediation date shall terminate on the expiration date of this contract.

The negotiations procedure, including the dispute resolution procedure set forth immediately above, supersedes and takes precedence over any inconsistent or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The use of mediation, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure. The parties mutually agreed to waive

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any statutory dispute settlement procedure and further agree that mediation shall operate in lieu of any and all of the dispute resolution procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude all rights of the Association under Revised Code Section 4117.14(D)(2) provided that these procedures have been followed.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 Definitions

9.1.1 A "Grievance" is a claim by a teacher or teachers that an alleged violation, misinterpretation or misapplication of a provision or provisions of this AGREEMENT has occurred.

9.1.2 The term "grievant" means a teacher or teachers in the unit represented by the NOEA who files a grievance.

9.1.3 "Days" as used in the Article means Monday through Friday, excluding all holidays.

9.1.4 Immediate supervisor refers to the administrator having immediate supervisory responsibility for or over the grievant.

9.2 Purpose and Exclusions

9.2.1 The purpose of this grievance procedure is to secure at the lowest possible administrative level equitable solutions to grievances as defined in Section 9.1.1 of this Article. All parties agree that proceedings shall be kept as confidential as is appropriate.

9.2.2 If a teacher in the unit represented by the NOEA believes that there is a basis for a grievance, the teacher must first discuss the matter with his principal or other immediate supervisor in an effort to resolve the matter informally.

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9.2.3 The nonrenewal of limited contracts shall be governed by Section 3319.11, Ohio Revised Code, exclusively, and the termination of contracts for good and just cause shall be governed by Sections 3319.16 and 3319.161, Ohio Revised Code. These matters shall not be subject to the grievance procedure.

9.3 Procedural Steps

9.3.1 **Step 1.** If a grievance is not resolved under the informal procedure, the grievance shall be reduced to writing on the form attached as Exhibit "A", Grievance Form, to the Agreement. The written grievance shall be filed by the teacher or teachers, or by a member of the NOEA on behalf of the teacher or teachers, with his principal or immediate supervisor no later than thirty (30) days in a class action suit and no later than twenty-five (25) days on an individual action suit after the date on which the claimed violation, misinterpretation, or misapplication of a provision or provisions of this Agreement occurs. A class action suit shall be defined as one wherein two or more grievants are a party to the same issue being grieved. If the written grievance is not so filed within the foregoing time limit, the grievance shall be considered waived and further action barred. The written grievance filed with the principal or other immediate supervisor must be signed by the grievant, must be dated, and must state: (a) the alleged facts on which the grievance is based; (b) the date or dates on which the alleged violation, misinterpretation or misapplication of a provision or provisions of this Agreement which have allegedly been violated, misinterpreted or misapplied occurred; and (c) the remedy sought.

Within five (5) days of receipt of the written grievance, the principal or other immediate supervisor will meet with the grievant in an effort to resolve the grievance. The principal or other immediate supervisor will indicate his disposition of the grievance in writing to the grievant within five (5) days of the Step 1 meeting.

9.3.2 **Step 2.** If the grievant is not satisfied with the disposition of the grievance in Step 1, or if no disposition has been made within five (5) days of the Step 1 meeting, the grievant or a member of the NOEA on behalf of the grievant, shall notify the Superintendent or designee in writing that the grievance is being appealed to Step 2. Such written notice must be filed with the Superintendent or designee within five (5) days from the date the written disposition was given or should have been given in Step 1. If such written

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notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred.

Within seven (7) days of receipt of such written notice, the Superintendent or designee will meet with the grievant in an effort to resolve the grievance. The Superintendent or designee will indicate the disposition of the grievance in writing to the grievant within five (5) days of the Step 2 meeting.

9.3.3 **Step 3.** If the grievant is not satisfied with the disposition of the grievance in Step 2, or if no disposition has been made within five (5) days of the Step 2 meeting, the grievant, or a representative of the NOEA on behalf of the grievant and with the concurrence of the NOEA may refer the grievance to a disinterested third person by filing written notice of such referral with the Superintendent not later than ten (10) days from the date the written disposition was given or should have been given in Step 2. Within five (5) days after such written referral has been filed with the Superintendent, the grievant shall file for arbitration with the American Arbitration Association (AAA) for the purpose of securing a neutral arbitrator. In accordance with Section 9.5.6 of this Article, the decision to proceed to arbitration is the sole and exclusive right of the Professional Rights and Responsibilities Committee of the NOEA. The selection of an arbitrator shall occur pursuant to AAA's rules for employment disputes. However, notwithstanding the standard AAA rules, after presentation of the initial list of arbitrators, each party shall have the opportunity to request an additional list of names if no arbitrator from the initial list (or the second list as requested by the other party) is deemed suitable. The decision of the Arbitrator shall be final and binding on the Board of Education, NOEA and the grievant.

The cost of securing the Arbitrator, the court reporter, and the hearing room shall be borne equally by the Board of Education and the NOEA. Any other costs shall be paid by the party incurring them.

9.4 Time Limitations

9.4.1 The time limitations set forth in Steps 1 through 3 of the grievance procedure are considered to be the maximum. The time limitations may be extended, however, by written mutual agreement of a representative of the Board of Education and of the grievant or a member of NOEA on behalf of the grievant.

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9.4.2 If a grievance is not filed in writing within the time limits specified in Step 1, the grievance shall be considered waived and further action barred.

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

9.4.4 Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step.

9.4.5 In the event a grievance is filed after May 15 in any school year, and the strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process the grievance prior to the end of the school year or as soon thereafter as possible. The Superintendent and NOEA President may mutually agree to modify the grievance procedures above in order to continue processing the grievance over the summer months.

9.5 Rights of Parties

9.5.1 A grievant may appear on his/her own behalf at all steps of the grievance procedure and may be accompanied and/or represented at each step by a representative of the NOEA or an OEA representative. If an OEA representative is to represent the grievant, the Administrator shall be given 24 hours' notice of such representation prior to the date of any grievance hearing. At any grievance hearing with the Superintendent or designee where an OEA representative will be present, the Superintendent or designee shall have the right to representation.

Should the grievant not desire representation, the NOEA shall have the right to be present at any grievance adjustment and to state its views. The grievance disposition shall not be inconsistent with the terms of this Contract. Should the NOEA determine that a grievance disposition (adjustment) is inconsistent with the terms of this Contract, the NOEA President shall have the right to grieve the disposition.

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9.5.2 The Chairperson of the Professional Rights and Responsibilities Committee of the NOEA will be notified of each meeting in Steps 1 through 3 held to resolve the grievance and shall be given a copy of the disposition of the grievance at each step.

9.5.3 The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment or promotion process. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

9.5.4 If a grievance arises from a claimed violation, misinterpretation or misapplication of a provision or provisions of this AGREEMENT by the Board of Education or the Superintendent, and affects a group or class of teachers in more than one school, the written grievance may be filed at Step 2 of the grievance procedure.

9.5.5 Nothing contained in this procedure shall be construed as limiting the individual right of a teacher, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.

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

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ARTICLE 10

TRANSFERS AND VACANCIES

10.1 Voluntary Transfers

10.1.1 Teachers who desire to transfer into a vacancy or new position may make written application to the Superintendent or his/her designee. Application for transfer (see Exhibit G) must be received by the Director of Human Resources by February 1 to assure that the request will be given consideration.

10.1.2 Teachers who have been denied a requested transfer to a different building shall be provided with written reason(s) for the denial.

10.2 Involuntary Transfers

10.2.1 Involuntary teacher transfer shall mean a principal/administration-initiated transfer which has not been approved by the licensed/certificated staff member. In this situation, any member of the bargaining unit will be given written reasons for the transfer or reassignment and a personal meeting with the Superintendent or his/her designee.

10.2.1.1 If an involuntary transfer must occur during the school year due to enrollment fluctuations, the teacher to be transferred will be the teacher deemed most qualified to fill the position as determined by the Superintendent after consulting with the NOEA President. Before an involuntary transfer is made, volunteers from teachers in that grade level and at the affected building will be sought. However, the Superintendent or his/her designee is not required to place any volunteer and may select another individual for transfer. The teacher to be transferred will be afforded up to three (3) days preparation time without student responsibilities to prepare for and facilitate the transfer.

10.2.1.2 No teacher shall be transferred two consecutive years solely on the basis of enrollment fluctuations without consent of the NOEA President.

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10.2.2 For the purpose of the agreement, the definition of transfer shall mean movement from one building to another. Assignment shall mean a change within a building.

10.2.3 Transfers and/or Reassignment shall not be used to discipline, demote or harass any teacher.

10.3 Job Trading

10.3.1 Eligible teachers may request to trade positions provided the affected building principals and the Director of Human Resources approve the proposed trade. Any teacher who has been notified that he/she will be transferred for the upcoming school year will not be eligible to request a job trade until he/she has completed one year in the assignment to which he/she was transferred. If the requested trade is refused the Director will meet with the teachers to discuss the reason(s).

10.4 Notice of Transfer or Assignment; Orientation to the Building

10.4.1 To the extent practicable, a teacher will be notified by May 15 of the employee's transfer or assignment for the following school year. The NOEA President shall receive a complete list of teachers and their assignments by May 22. It is recognized, however, that such transfer or assignment is subject to change after such notice is given pursuant to the authority vested in the Superintendent by Section 3319.01 of the Ohio Revised Code. All transfer and reassignments shall be in compliance with this Article.

10.5 Notice of Vacancies

10.5.1 During the teacher work year, the Superintendent or his/her designee will report to all certificated/licensed employees any impending vacancies and/or newly created positions in administrative, certificated/licensed or other professional positions. Notice of the impending vacancy and/or newly created positions will be made via District email and District Website. The NOEA President shall receive a copy of the posting at the time of posting. Such posting shall continue until the vacancy is filled. The posted notice will designate the position and building involved. The Superintendent or his/her designee shall give notice to each applicant when the position has been filled.

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10.5.2 In the summer, notice of pending vacancies shall be available to all teachers in the District via District email and District Website. The notice will designate the position and building involved.

10.5.3 No vacancy shall be filled unless it has been posted for five (5) working days during the regular work year. During the summer months, vacancies may be filled five (5) days after the initial notification is placed on District email and District Website. Vacancies arising after July 10 may be filled three (3) calendar days after initial notification on the District email and District Website. Where a current teacher expresses an interest in the position, the administration will make a reasonable effort to facilitate an interview with the interested teacher through, for example, telephone interviews or extension of time to fill the vacancy. Vacancies arising after August 1 may be filled immediately.

10.6 Vacancies and Substitutes

10.6.1 If a vacancy arises on or after November 1 and the Superintendent determines that there is no qualified individual to fill a vacancy, a substitute teacher will be hired by the Board. For vacancies arising prior to November 1, if the Superintendent with the agreement of the NOEA President, determines that there is no qualified individual to fill a vacancy, a substitute teacher will be hired by the Board. The substitute may remain in the position through the end of the school year. The substitute shall be considered to be a leave replacement teacher subject to the provisions in Article 1 and shall be automatically non-renewed at the conclusion of their term of service.

10.7 The foregoing provisions do not apply to the temporary absence of an employee, such as, leave of absence due to illness, maternity, etc.

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ARTICLE 11

PARENT/TEACHER COMMUNICATIONS

11.1 Course Syllabus

11.1.1 Each teacher is responsible annually for distributing a syllabus on her/his course or courses to the parents of all students enrolled in the course(s). Included with the syllabus will be a "return sheet" which the parents should sign and return to acknowledge receipt of the syllabus. The sheet also will include a space for parent comment on her/his child.

11.2 Parent/Teacher Conflicts

11.2.1 The building principal or supervisor shall investigate any written or verbal complaint against a teacher by a parent, guardian or student. No disciplinary action shall be taken against a teacher until the case is thoroughly investigated by the teacher's principal or supervisor which shall include a discussion with the accused teacher about the alleged complaint. If, after investigating the complaint, the building principal or supervisor deems it necessary to hold a meeting between the teacher and the complainant(s), the following shall occur:

11.2.1.1 The privacy and confidentiality of the accused teacher and complainant will be protected to the extent practicable.

11.2.1.2 The initial meeting with the accused teacher and the complainant will occur no less than thirty-six (36) hours after the teacher is notified of the complaint, unless otherwise mutually agreed upon.

11.2.1.3 The teacher shall have the right to Association representation and shall be afforded the opportunity to secure Association representation.

11.2.1.4 At any meeting(s) wherein the parent/guardian or student making a complaint is present, the teacher shall be entitled to be accompanied by an NOEA member, Labor Relations Consultant, or legal counsel of his/her choice. In the event the parent objects, on grounds of confidentiality, to the presence of the teacher's

representative, the teacher will have an opportunity to confer in advance with the Association representative.

11.2.1.5 Inform the teacher that he or she may postpone the meeting in the event that the accusing party insists on the presence of an attorney or advocate of any kind.

11.2.1.6 In the event of multiple complainants, separate meetings will occur with the teacher and the individual complainants.

11.2.1.7 The building principal or supervisor will facilitate the meeting between the teacher and the complainant. The complainant will make a statement regarding his/her complaint, to which the teacher shall have an opportunity to respond.

11.2.1.8 The building principal or supervisor will be responsible for the orderly conduct of the meeting and for maintaining a civil and productive discussion between the parties. If either of the two parties becomes disrespectful, abusive, and/or accusatory, then it is the obligation of the individual conducting the meeting to deescalate the meeting or bring closure to the meeting, if necessary.

11.2.1.9 When it has been perceived that both parties have adequately stated their views, the facilitator of the discussion shall attempt to conclude the meeting with a summarization and a restatement of any resolution and/or agreement that has been reached.

11.2.2 If after the above procedure(s) is (are) followed and if it is deemed necessary to place a statement in the teacher's personnel file, the teacher shall be given a copy of the statement and given the opportunity to discuss it with the appropriate administrator.

11.3 Electronic Gradebook

11.3.1 The Board may require teachers to utilize an electronic gradebook system for updating student progress. Computers shall be readily accessible to teachers for accessing and updating the electronic gradebook system. Teachers shall be trained in the use of the technology prior to being required to utilize the program. Teachers are required to update student progress on a bi-monthly basis. Grades posted in the gradebook will reflect an

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honest effort on the part of the teacher to provide accurate information regarding student progress. Teachers shall not be held responsible for inadvertent security breaches.

Article 12

DISCIPLINARY PROCEDURES AND ACCESS TO PROFESSIONAL FILE

12.1 A teacher shall not be disciplined without just cause. Such disciplinary action shall be subject to the grievance procedure set forth in this Agreement.

12.2 Any discipline, including a written or verbal reprimand, given to a teacher will be reasonable and appropriate for the alleged infraction. Any disciplinary procedure will be progressive in structure, and typically should include at least one verbal and at least one written warning prior to initiating more serious disciplinary action, such as suspension without pay or termination. However, the Board of Education may skip steps in the progressive discipline framework should it determine the magnitude of the offense warrants a more serious corrective action. Depending upon the magnitude of the offense and/or prior steps in the progressive discipline process, the administration may suspend a teacher without pay for up to five (5) days for just cause. If the staff member does not agree with the suspension, the matter may be presented to expedited arbitration through the grievance procedure.

12.3 Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

12.4 Bargaining unit members shall be notified if a report is submitted to the Ohio Department of Education and will be provided a copy of such report.

12.5 Teachers may examine and review their professional file except letters of reference or other materials received prior to employment. The Board of Education shall maintain a master professional file on all teachers employed by said Board of Education.

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12.5.1 The master file shall be located in the personnel department under the supervision of the Superintendent of Schools. This shall be the only Master Professional File in the District.

12.5.2 All administrators will supply any written information concerning disciplinary action of teachers under their supervision to this master professional file.

12.5.3 Any teacher may review his/her master file at any time during normal working hours and may request copies at the employee's expense at the rate set by Board policy of items in his/her personnel file. These items will be supplied within two working days from the receipt of the request.

12.5.4 Any teacher shall have the right to place a written rebuttal to any item or items.

12.5.5 Medical and medically related information and social security numbers are confidential and not accessible to the public.

12.6 Any item placed in a teacher's master professional file shall also contain on each item so placed a reference as to what administrator(s) placed this item in the file, the date the item was written, and the date of placement in the file.

12.7 A building principal may keep a professional file on the teachers in his/her building; however:

12.7.1 Principals shall have fifteen (15) work days from the date that they place any material regarding a teacher into their files to place the same material into the master professional file, unless the time frame is further extended by mutual agreement between the administrator and teacher or unless the matter to be reflected in the file entry involves potential violation of Title VII or allegations under Title 29 of the Ohio Revised Code. Subject to this limitation, no material on any teacher shall be held, stored or otherwise placed into the Principal's file that is not, within that time limit, found in the master professional file.

12.7.2 Any teacher shall, upon his/her request, have the right to review and obtain copies of any information stored in the Principal's file.

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12.7.3 No material shall be placed in either file without the full knowledge of the teacher involved.

12.8 No material shall be placed in the teacher's file which comes from an anonymous source.

12.9 Any teacher who disputes the accuracy, relevance, completeness, or timeliness of any material contained in his/her professional file shall have a right to request that the Superintendent or his/her designee investigate the teacher's claim. The Superintendent or his/her designee shall conduct an investigation into the matter and report back to the teacher within ten (10) working days of the request.

Article 13

CONTRACTS

13.1 Limited Contract and Continuing Contract

13.1.1 A written limited or continuing contract will be issued in accordance with the Ohio Revised Code. The contract will contain the following information:

1. Type – limited or continuing (if limited, number of years).
2. School year.
3. Name of Employee.
4. Base salary (annual amount and how compensation is to be paid).
5. Statement of salary classification.
6. This individual contract of employment is subject to the AGREEMENT between the North Olmsted Board of Education and the NOEA and the terms and conditions which are incorporated therein and herein incorporated by reference into the individual contracts as though fully rewritten herein.

13.1.2 Teachers applying for continuing contract status shall submit a written request to the Department of Human Resources no later than September 15th of the school year in which they are eligible to be granted continuing contract. Failure to provide the required notice by September 15th will mean that the teacher waives his/her eligibility for continuing contract consideration for that year. Teachers completing all requirements by

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May 10th of the school year in which they are evaluated will be granted a continuing contract in the June Board Meeting. Those who fail to meet this timeframe will be issued a limited contract in the June meeting with the option to submit requirements until July 31st.

13.2 Part-Time Contract

13.2.1 Teachers hired into part-time positions may apply for a full-time position under the provisions of Article 10.

13.2.2 Teachers who voluntarily assume a part-time position after employment in a full-time capacity may be considered for return to a full-time position only in accordance with the provisions of Article 10 and may not, in their efforts to resume full-time employment, displace teachers eligible for recall under the provisions of Article 17.

13.2.3 Should a teacher who has voluntarily assumed a part-time position desire to return to a full-time position, she/he will be returned to a full-time vacancy in an area in which she/he is certificated or licensed before any new employee is hired.

13.3 Supplemental Contract

13.3.1 All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract and in keeping with the Ohio Revised Code. The supplemental contract issued to a teacher shall be signed by the teacher and filed by the teacher with the Superintendent within thirty (30) days of Board approval, or it shall be of no force or effect. Such supplemental contracts shall include the following information:

a. Name of employee.
b. Number of years the contract will be in force.
c. Statement of additional responsibility or responsibilities and compensation to be provided for each.
d. Dates within which compensation is being provided for said responsibility(s).
e. Salary.
f. Years of experience for that supplemental position (where applicable).

13.3.2 Subject to the advance approval of the Superintendent or his/her designee, clubs, activities, and co-curricular activities (whether otherwise paid or unpaid) may meet during the teacher workday. Practices/rehearsals may take place during the teacher workday with the advance approval from the Building Principal or his/her designee.

13.3.3 Staff members shall not be required to supervise clubs, co-curricular or athletic activities within the teacher workday. Credit bearing classes connected to supplemental contracts such as band, orchestra, choirs, yearbook, etc., will be exempt from this provision.

13.3.4 When there is a sport or co-curricular activity with limited numbers of participants, the District may, with agreement of NOEA, enter into an agreement with another district or provider to maintain the activity in a cost effective manner.

13.3.5 Payment for supplemental contracts will be made by direct deposit. Payment shall be made as set forth below:

Athletic Payments	
1	Fall Athletics – first regular pay in October and the second regular pay in November.
2	Winter Athletics – first regular pay in January and the first pay in March.
3	Spring Athletics – second regular pay in April and the first pay in June.

Non-Athletic Payments	
1	Fall Non-Athletics – first regular pay in October and the second regular pay in November.
2	Winter Non-Athletics – first regular pay in January and the first pay in March.

3	Spring Non-Athletics – second regular pay in April and the first pay in June.

For both non-athletic and athletic payments, if no election is made and/or the contract is not returned by the pay period following the issuance, then the lump sum option shall occur.

The supplemental pay authorization form is attached as Exhibit I.

13.3.6 Supplemental contracts for Departmental Coordinators shall be for a one (1) year duration per Exhibit J.

13.3.7 Salaries paid to holders of supplemental contracts shall be established for the full school year.

Supplemental salary for co-curricular and athletic activities are calculated by matching Group Number with Experience Factor in Exhibit Q.

13.3.8 The Board of Education may employ a non-licensed individual to direct, supervise, or coach a pupil-activity program as long as that individual holds a valid pupil-activity program permit issued by the State Board of Education.

A non-licensed individual who holds a valid pupil-activity program permit may be employed under this section only after the school District's Board of Education adopts a resolution stating that it has offered such position to those employees of the District who are licensed individuals and no such employee qualified to fill the position has accepted it, and has then advertised the position as available to any licensed individual who is qualified to fill it and who is not employed by the Board, and no such person has applied for and accepted the position.

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Article 14

TEACHER ASSAULT-PROTECTION LEAVE

14.1 Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who is absent from his/her assigned duties because of injury resulting from physical assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code, or leave granted under rules adopted by the North Olmsted Board of Education pursuant to Section 3319.05 of the Ohio Revised Code. Said teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status (see 14.2.6). Said Assault Leave shall be limited to a maximum of twenty (20) school days in a given year.

14.2 A teacher shall be granted assault leave according to the following rules:

14.2.1 The incident, resulting in the absence of the teacher, must have occurred during the course of employment with the North Olmsted Board of Education while on the Board premises or at a Board approved or sponsored activity/event.

Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, a statement shall be issued by the assaulted teacher indicating the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault and the willingness of the teacher to participate and cooperate fully with the Board of Education in pursuing legal action against the alleged assailant(s), also any teacher witnessing an alleged assault shall, as soon as possible, prepare a written statement embracing all the facts within the teacher's knowledge regarding the alleged assault, sign said statement and present it to his principal or immediate supervisor.

14.2.2 If the teacher received medical attention and/or is absent from his/her assigned duties more than five (5) days, a certificate from a licensed physician, stating the nature of the disability and its duration may be required before assault leave payment is made.

14.2.3 A teacher shall not qualify for payment of assault leave until the Assault Leave Form has been submitted. (See Exhibit T.)

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14.2.4 Teachers shall not be permitted to accrue assault leave.

14.2.5 Payment for assault leave shall be at the assaulted teacher's rate of pay at the time of assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code, less any payments derived from North Olmsted Board of Education Workmen's Compensation benefits.

14.2.6 Payment shall be discontinued when the member elects to retire or is no longer under contract with the North Olmsted Board of Education.

14.2.7 If legal action results, said teacher shall be granted leave of his/her professional duties with no loss of pay for necessary time in court and/or to file necessary reports with the School District and/or law enforcement agency.

Article 15

PROFESSIONAL RESPONSIBILITIES

15.1 Labor Management Forum

The District and the NOEA may maintain a labor-management committee which shall meet monthly from September through May. The committee shall meet for purposes as prescribed in Sections 15.1.2.4 and 32.3.2 of the agreement. Dates shall be mutually determined by the District and the NOEA and placed on the District Calendar. The Superintendent, the Treasurer and the NOEA President and the NOEA President-elect shall be members of the committee. Additional members may be appointed by the NOEA President and the Superintendent upon mutual agreement.

15.2 Professional Development

15.2.1 Purpose

The goals of professional development are designed to:

a. Promote the professional growth and experiences for the teaching staff.

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b. Improve the quality of classroom instruction in their assigned fields.
c. Provide an opportunity for the improvement of classroom instruction.
d. Encourage the staff to keep abreast of current developments in their teaching fields.

15.2.2 Implementation

15.2.2.1 In order to achieve the above goals, the North Olmsted Board of Education will pay teachers at the tutor rate for attendance at seminars if attendance at such seminar by the teacher has been approved in advance by the Superintendent or designee, or for the writing of curriculum. (See Exhibit K.)

15.2.2.2 The Superintendent or designee shall be responsible for identifying and recommending professional development programs for the District. This shall include system-wide in-service and staff development programs, taking into account building, grade level, individual and system-wide needs. The Superintendent or designee shall use data arising from the appraisal process, the continuous improvement plans of the District and buildings, and any other data deemed relevant in planning professional development programs.

15.2.2.3 In developing and implementing such programs the Superintendent or designee shall make reasonable attempts to:

a. survey and make other provision for receiving input from professional staff or program topics and alternative meeting times;

b. make provision for evaluation of programs following their implementation;

c. consider offering programs at times made available through late start or early release;

d. schedule and offer grade level and cross grade level meetings;

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e. make provision for HQT training and training for LPDC credit;

f. maximize the use of substitutes who are called to free teachers up to attend in-service programs;

g. offer in-service time in addition to the teacher directed in-service day to provide "trainer training" where the trained teacher can return and train other building staff;

15.2.2.4 During the May LMF meeting, the Superintendent or designee shall report on the results of that year's professional development activities and plans for the following school year.

15.3 North Olmsted Local Professional Development Committee – LPDC

15.3.1 Philosophy: The continued development of relevant and applicable professional skills is essential to the ongoing success of the educational process. Through professional development we can help meet the District's mission to ensure all students learn skills and knowledge to thrive in their future education and work by providing superior educators, programs and services, and expectations which maximize each student's abilities and aspirations.

15.3.2 Purpose and Responsibilities: Pursuant to O.R.C. 3319.22(A) and OAC 3301-24-08, the North Olmsted School System shall establish a minimum of one Local Professional Development Committee (LPDC). The Committee will review and approve professional development plans that are primarily based on the needs of the educator, the students, the school, and the goals of the North Olmsted City School District. Such plans may be comprised of course work, District sponsored programs or other programs leading to continuing education units, and/or other equivalent activities. The LPDC and its individual members shall be responsible for complying with state law and regulations as well as the negotiated agreement.

15.3.3 Committee Structure: The LPDC shall consist of five members. Three members will be appointed by the President of the NOEA. These members shall have a minimum of three years of experience with the North Olmsted Schools and have at least a Master's degree. Further, the NOEA President may appoint up to three alternate members. The remaining two members

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will be certificated licensed administrators appointed by the Superintendent or his/her designee.

Whenever an administrator's individual professional development plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the Committee to consist of administrative members by reducing the number of teacher members voting on the plan.

The LPDC shall also receive from the board secretarial support to function in an efficient and expeditious manner. Records and record-keeping will be handled through the Personnel Office. Meeting space shall also be provided.

The committee will elect a chairperson and a secretary on an annual basis. Terms will run concurrently with the school year.

15.3.4 Membership Terms: Teacher members shall serve three year uninterrupted terms. Administrative members shall serve a term of three years. Terms shall be staggered so that no more than one committee member's term shall expire in any given year. Teacher members and administrative members may be reappointed.

15.3.5 Meetings: Meetings of the LPDC take place as often as deemed necessary by the committee members. A tentative calendar of meetings will be established and be available at the Personnel Office. The committee reserves the right to cancel, reschedule, and/or call emergency meetings. Committee decisions shall be made by simple majority of a four-member quorum. Split decisions will be tabled until all members are present. Meetings will be held outside of the normal work day whenever possible.

15.3.6 Replacement of a Committee Member: The president of the NOEA shall retain rights to replace any bargaining unit committee member unable to complete his/her term or absent from the LPDC an extended period due to good cause. The appointed member will be chosen from a pool of alternate members, whenever possible, and will complete the remainder of the vacated term should the regular member be unable to return to the LPDC. The Superintendent and/or designee retains the right to replace administrative committee members.

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15.3.7 Dismissal of a Committee Member: A bargaining unit LPDC Member may be dismissed if the Executive Committee of the NOEA determines by simple majority that the action is warranted. A formal record of any such proceedings must be filed with the Human Resources Department of the North Olmsted School System within two working days. Any supplemental contract issued to the dismissed member will be pro-rated for time served. After dismissal such contract becomes null and void.

15.3.8 LPDC Appeals Process: If an employee maintains that a decision made by the LPDC is unsatisfactory, then that individual has the right to seek reconsideration. If the second decision of the LPDC is still unsatisfactory to the employee, then the individual has the right to submit a written appeal to the LPDC. This appeal must be received within fifteen working days of the committee's decision. Appropriate forms will be available in the LPDC packet and in building offices.

Within ten working days of receiving the appeal (or longer if mutually agreeable) an Appeals Committee will be appointed and will meet to act on the appeal. The decision of the Appeals Committee will be final.

The Appeals Committee will be comprised of three members: one North Olmsted teacher appointed by the President of the NOEA, one North Olmsted administrator appointed by the Superintendent or is/her designee, and one North Olmsted certificated employee appointed by the appealing employee. An appeals committee chair will be appointed through agreement of the Superintendent/NOEA President. None of the Appeals Committee will be given release time to meet during the normal school day, or at another time if mutually agreeable by the Superintendent/NOEA President.

15.3.9 Reciprocity: In the event that a newly hired employee is in the process of fulfilling the requirements of an Individual Professional Development Plan (IPDP) approved by a district in which that individual was previously employed, then the North Olmsted Schools' LPDC agrees to accept any and all such plans with appropriate supporting documentation unless such plans are in violation of the negotiated agreement, North Olmsted Board of Education policy, or state and/or federal law. Employees who have had an IPDP accepted may request an approval verification form in the event that they leave the North Olmsted City School District.

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15.3.10 Policies and Procedures: The LPDC will meet to establish and/or update policies and procedures consistent with state law, Board of Education policy, and the negotiated agreement. Should the policies and procedures of the LPDC change, a person that has had a plan approved under one set of local policies and procedures may complete their plan under the original rules, or the new rules, at their discretion.

15.3.11 Seminars/Training Committee: Each member will be provided with a maximum of five days annually to attend seminars to update skills of the LPDC. Expenses will be paid pursuant to the negotiated agreement. The decision to allow members to attend workshops/seminars will be made by the LPDC by a majority vote. Attendance at such workshops/seminars will never be mandatory. Attendance at workshops/seminars will be up to the discretion of the LPDC as a whole.

15.3.12 Compensation: LPDC committee members will be compensated at a rate of 6% of the negotiated base teaching salary payable the first pay in June; compensation for the secretary and chair of LPDC shall be 7% and 8% respectively. Supplemental contracts will be issued on an annual basis to LPDC members.

15.3.13 Indemnification: The North Olmsted City School District is the entity responsible for defending and indemnifying LPDC committee members, in accordance with ORC Chapter 2744.

15.4 Resident Educator Program

15.4.1 The Parties agree to establish a Resident Educator Program in accordance with this Article, the law, and the Ohio Department of Education Resident Educator Program Standards. All components of the RE program will be locally controlled by school district employees.

15.4.2 Required Participation in the Resident Educator Program. All teachers who meet the following requirements must participate in the Resident Educator Program in accordance with this Article, the law, and the Ohio Department of Education Resident Educator Program Standards:

a. hold a valid resident educator license, an alternative resident educator license of any type, or a one-year out-of-state educator license;

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b. teach at least two classes or .25 Full Time Equivalent ("FTE") in their area of licensure:

c. are responsible for planning and delivering standards-based, preK-12 curriculum to students and evaluating their progress;

d. work at least 120 days, as defined by the Ohio Revised Code, in each year of the Resident Educator Program; and

e. are assigned an ODE-certified, trained mentor by the Board.

15.4.3 Teachers will apply for a valid resident educator license or alternative resident educator license as soon as they are eligible.

15.4.4 Credit for Years of Teaching Experience. The Board has the discretion to consider credit toward the Resident Educator Program for the prior teaching experience of a teacher on a case-by-case basis, as defined by the parameters of the law.

15.4.5 Mentor Qualifications. Mentors are selected by the Board based on demonstrated knowledge, experience and qualities that are consistent with the responsibilities of mentoring in accordance with the Ohio Department of Education Resident Educator Program Standards. Employees are eligible to apply to serve as mentors in the Resident Educator Program so long as they satisfy the following qualifications:

a. a current five-year professional license or two-year provisional license that has been renewed two or more times;

b. at least five (5) years of teaching experience;

c. recent classroom experience within the last five (5) years;

d. at least three (3) years of teaching experience at an Ohio public school district;

e. successful completion of the mentor application process;

f. selection by the Board to attend the state-sponsored mentor training;

g. successful completion of all state-sponsored mentor training including, but not limited to Instructional Mentoring and the Resident Educator-1; and

h. commitment to adhere to the Ohio Department of Education Resident Educator Program Standards for mentors.

15.4.6 Resident Educator Oversight Committee: The Committee shall consist of two teachers appointed by the NOEA President and two administrators appointed by the Superintendent. Committee members shall serve three-year staggered terms. The committee shall have the authority to appoint mentors/mentees, appeal assignments, and coordinate release time for mentors/mentees subject to building principal approval. The committee shall also have the authority to recommend dismissal of mentors to the Superintendent in consultation with the NOEA President. The NOEA members of the REOC shall assume the mentoring duties for RE 4 candidates without additional compensation.

Membership Terms: Teacher members shall serve three-year uninterrupted terms. Terms shall be staggered so that no more than one committee member's term shall expire in any given year. Teacher members may be reappointed. The president of the NOEA shall retain rights to replace any bargaining unit committee member unable to complete his/her term or absent from the REOC an extended period due to good cause.

Bargaining unit REOC committee members shall receive 3% of the base teacher salary as a stipend. The committee will work in conjunction with the program coordinator to assign mentors, and assist the program coordinator in planning, implementing and facilitating appropriate professional development. Additionally, the committee will work to assist the program coordinator in providing support to mentors and resident educators. Finally, the committee will review problematic issues pertaining to personnel and attempt to resolve them.

Dismissal of a Committee Member: A bargaining unit REOC Member may be replaced if the Executive Board of the NOEA determines by simple majority that the action is appropriate. A formal record of any such proceedings must be filed with the Human Resources Department of the North Olmsted School System within two working days. Any

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supplemental contract issued to the dismissed member will be prorated for time served. After dismissal such contract becomes null and void.

15.4.7 Resident Educator Handbook: No later than August 1 of every year, the Resident Educator Oversight Committee (REOC) will maintain and/or revise as necessary, the District Resident Educator Handbook that will outline State and local procedures pertaining to the North Olmsted Resident Educator Program.

Included in the handbook will be the following:

- policy regarding mentor compensation
- release-time
- training (professional development)
- criteria for mentor assignment
- confidentiality
- required forms
- other relevant information
- appeals process

Provision of the handbook that may impact the collective bargaining agreement shall be bargained through Interim Bargaining or addressed through an MOA.

15.4.8 Assignment of Mentors. Mentors shall be assigned to work with individual teachers by the REOC. Individual assignments shall be made at the sole discretion of the REOC and for a term of one school year.

15.4.9 Rights & Responsibilities

15.4.9.1 Mentor Evaluation Process: The Mentor/Mentee relationship, any and all forms and feedback shall be kept separate and apart from the evaluation process.

15.4.9.2 Mentor Workload: Time shall be provided in the mentor's workday to complete required duties. Year 1 and 2 Mentors shall not be assigned more than one RE as a general rule.

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15.4.9.3 Mentor Release Time: Mentors shall be provided adequate release time to attend committee meetings, necessary training and other requirements.

15.4.9.4 Compensation rates for RE mentors and RE Facilitators are provided in Exhibit Q.

15.4.9.5 Right to Reassignment: The resident educators shall have the right to appeal to REOC for a change of mentor. If a change is not made, the resident educator has the right to appeal to the Superintendent.

15.4.9.6 Confidentiality: All employees involved in the RE program shall maintain confidentiality.

15.4.10 Teachers who successfully serve as members for the entire school year will be paid a stipend. Teachers who do not complete their commitment will receive a prorated stipend.

15.4.11 The Board has the right to contract out for mentors if no teachers meet the requirements set forth in this Agreement, the law, and/or the Ohio Department of Education Resident Educator Program Standards. However, no teacher shall be paid less than that of an outside contracted mentor.

15.5 Course Offerings

15.5.1 Consistent with student interest, demand, and available resources, the District and Association understand the value of offering a diverse array of courses that foster creativity and lifelong learning. Therefore, any MS or HS staff member, with the majority approval of his/her department, may submit a course proposal for the following school year subject to the provisions below.

15.5.2 A new course proposal committee shall be established consisting of the chairs of each department or their designees, the Principal, the Associate/Assistant Principal and a District administrator responsible for curriculum. The committee shall jointly develop forms to use for the purposes of this section.

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15.5.3 New course proposals shall be submitted to the new course proposal committee no later than the first Thursday in November. The new course proposal committee shall meet to discuss the benefit and impact of each proposed course to the district and then submit a report prior to November 30th to the Superintendent, the Director of Human Resources and the NOEA President.

15.5.4 The Superintendent will choose to adopt or deny each new course proposal submitted.

15.5.5 In the spring, the Principals or designees shall meet with the department chairs to review registration.

15.5.6 The interpretation of this language is limited to new course proposals by staff members at the High School and Middle School and shall not impact any other provisions of this contract. Additionally, any course required by state law shall not be subject to the process set forth in Section 15.5. This language will supersede all prior Memoranda of Agreements entered into by the parties related to new course proposals.

15.6 College Credit Plus

15.6.1 The opportunity to teach any CCP course offered by the District during the regular school year shall be offered first to members of the bargaining unit who are qualified to teach the specific course.

15.6.2 Teachers may choose whether to become qualified to teach a CCP course. Once the teacher is qualified to teach a CCP course offered by the District, the teacher may be assigned to teach the class consistent with the assignment of non-CCP classes.

15.6.3 Any teacher who teaches a CCP course offered by the District during the regular school year shall be afforded up to one (1) professional leave day per school year to visit the participating institution of higher education to engage in planning with the cooperating college instructor.

15.6.4 Any observation conducted by the institution of higher education shall not be used in the District's formal evaluation of the teacher.

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Article 16

TEACHER EVALUATION

16.1 The parties will comply with prevailing requirements of Ohio Revised Code, including but not limited to 3319.111 and 3319.112, in the implementation of a teacher evaluation system.

The parties agree to implement the Ohio Teacher Evaluation System 2.0 ("OTES 2.0") and Ohio School Counselor Evaluation System ("OSCES") and use the associated forms, including the OTES 2.0 designated rubric(s) issued by ODE.

16.2 An Evaluation Committee shall consist of the Superintendent (or his/her designee), four administrators appointed by the Superintendent, the Association President (or designee) and four bargaining unit members appointed by the Association President. The Committee shall have joint chairpersons appointed by the Superintendent and Association President, respectively. The purpose of the Committee shall be to ensure the system remains in compliance with state law and make recommendations regarding the evaluation system. The Committee shall meet at least once annually to review the evaluation system.

16.3 Any Evaluation Committee recommendation(s) that would alter the collective bargaining agreement will be required to be ratified by the Association and adopted by the Board. Any amendments made to the collective bargaining agreement shall supersede Board policy.

16.4 Observations during deferred years will be informal/walkthrough.

16.5 Procedures for Limited Contract Teachers

16.5.1 The administration may exercise its discretion to conduct two (2) observations for teachers employed under a limited contract who received a final holistic rating of Skilled or Accomplished in the previous evaluation cycle.

16.5.2 The following limited contract teachers shall receive three (3) formal observations during the school year:

- Teachers that are new to the District

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- Teachers that received a final summative rating of developing or ineffective in the previous evaluation cycle
- Teachers who may be under consideration for nonrenewal

16.5.3 The building principal has the discretion at any point during the school year to require three (3) formal observations for any limited contract year.

16.6 The Peer Assistance Review ("PAR") Committee will apply only to the Appeals process and will be limited to hearing appeals related to an employee's final summative rating. PAR Committee members shall be paid $125 per meeting.

Article 17

REDUCTION-IN-FORCE

17.1 Scope of Procedure

17.1.1 Reductions in force (RIF) shall be for the reasons enumerated in Ohio Revised Code § 3319.17. Any dispute regarding layoff or alleged non-compliance with the layoff procedure set forth in this article shall be subject to the grievance procedure. Such dispute shall be treated as a class action grievance.

In the event that the grievance remains unresolved, the NOEA shall have the right to expedited arbitration in accordance with the procedures established by The American Arbitration Association. The arbitration decision shall be final and binding on the parties.

17.1.2 For the purposes of this Article only, the term "teacher" shall include, in addition to those persons specified in Article 1, administrators and North Olmsted teacher administrative interns holding continuing teaching contracts.

17.1.3 If legislation is enacted after the effective date of this collective bargaining agreement that supersedes this Article, the parties shall meet to negotiate necessary revisions to the agreement.

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17.2 Attrition

17.2.1 The number of persons affected by a layoff will be kept to a minimum by not employing replacements for employees who die, retire, resign, or whose limited contracts are not renewed for performance reasons.

17.3 Procedures

17.3.1 Reduction other than by attrition. To the extent that reductions are not achieved through attrition or the nonrenewal of limited contracts for performance reasons, reductions will be achieved by layoff. Layoff shall mean that a teacher will be placed in an inactive state of employment from an active state of employment through the procedures set forth in this Article.

17.3.2 Active Method for Layoffs. Whenever layoffs of members of the bargaining unit are necessary, teachers holding limited contracts will be laid off prior to teachers holding 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. Comparable evaluations shall be defined as the teacher's final summative rating. All Accomplished teachers shall be deemed comparable. All Skilled teachers shall be deemed comparable. All Developing teachers shall be deemed comparable. All Ineffective teachers shall be deemed comparable.

17.3.3 Within the continuing contract category, and within the limited contract category, no teacher with multiple licensure/certification areas shall be laid off if his/her evaluation is superior to that of any teacher not subject to layoff in any of his/her areas of licensure/certification.

17.3.4 Seniority shall be determined by the length of continuous service in the North Olmsted City School District with priority given to continuing contract teachers over limited contract teachers. If two or more teachers have the same length of continuous service, then seniority shall be determined by:

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

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17.3.4.2 The date on which the Board of Education received the teacher's completed job application.

17.3.4.3 A flip of a coin with the affected teachers presented.

17.3.5 A seniority list of all teachers in each area of their certification shall be developed annually by the administration according to the seniority provisions set forth below. Separate lists shall be developed and maintained for full and part-time employees. The Association president shall receive a copy of the list(s) by March 15th of each year. Upon verification of the list by the NOEA, no additional positions may be eliminated until the subsequent school year without agreement of the NOEA.

17.3.6 At least ten (10) working days prior to Board action on layoff, a meeting shall be held between representatives of the Association and representatives of the Board of Education to review appropriate data and discuss the layoff. At this meeting the Administration shall present the formalized list indicating the specific number of positions to be eliminated within each area of certification and the list of teachers to be laid off.

17.3.7 The Board action on layoff shall occur no later than May 25th.

17.3.8 Teachers who voluntarily assume a part-time position after employment in a full-time capacity may be considered for return to a full-time position only in accordance with the provisions of Article 10 and may not, in their efforts to resume full-time employment, displace teachers eligible for recall under Article 17.

17.3.9 Tutors shall have rights to bump, transfer or recall only to a position of tutor under Article 17 of this Agreement, have rights regarding transfer and assignment only to a position of tutor under this Agreement, and shall continue to be employed on an hourly basis as-needed.

17.3.10 The teachers being laid off will be notified at least five (5) work days prior to the Board meeting. Teachers being subject to layoff shall be notified in person at the end of their teaching day.

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17.4 Recall

17.4.1 During the school year when a vacancy exists as determined by the Board, teachers on the recall list who are properly certified for said position at the time the vacancy is filled shall be recalled in conformance with this Article prior to any transfer or new hiring. Continuing contract teachers who are properly certified shall be recalled before limited contract teachers. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. For purposes of eligibility for recall, the teacher must, at the time the vacancy is filled, actually hold an appropriate teaching certificate and have filed same with the Board. "Back dated" certificates will not be recognized for the purposes of recall. Recall notices shall be sent to the RIFed teachers prior to any transfers being made. When a vacancy occurs between the academic terms the recall provisions will be adhered to.

Following layoff, part-time vacancies will be offered to the most qualified teacher, as determined by evaluation, and then seniority, who at the time of layoff held a full or part-time position. The full-time teacher may, if she/he elects, decline recall to the part-time position without waiving recall rights. Should the formerly full-time teacher accept recall to a part-time position, she/he will be eligible for a transfer to available full-time positions when such positions arise. A teacher who, prior to layoff, held a part-time position will be eligible for recall to only a part-time position in her/his area of certification. Should a full-time vacancy arise in an area in which the teacher is certified, and if no previously full-time teachers are eligible for recall, the part-time teacher will be provided with a chance to interview for the full-time vacant position.

17.4.2 A teacher shall be notified by U.S. mail and certified letter of a vacancy in his/her area of certification and must accept the position by submitting a letter of acceptance to the Superintendent of Schools or his designated representative within 10 days from the date of receipt of the letter; or 15 days of the date of the mailing, whichever comes first. If the teacher fails to submit this written acceptance that teacher will be dropped from the recall list and the Board will have no further employment obligation to that teacher; teachers who are offered part-time employment, but who do not accept such employment will not be dropped from the recall list nor have their seniority affected.

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17.4.3 A teacher on the reduction-in-force list shall upon acceptance of the notification to resume active employment status return to the active employment status with the same seniority accumulation and sick leave and salary schedule as said teacher enjoyed at the time of layoff. A teacher's name shall remain on the seniority list for three school years (July 1 to June 30) following the date he/she was first placed on the list unless removed earlier for reasons set forth in this Article or by the teacher requesting that his/her name be removed. For teachers on limited contracts the period for recall shall be five (5) school years.

17.4.4 No teachers new to the district shall be employed until all properly certified teachers on the reduction-in-force list have been offered a contract for the position in accordance with the provisions of this procedure.

17.4.5 Teachers remaining laid off will be first to be offered a position as substitute teachers and part-time teachers. However, employment as a substitute or part-time shall not disqualify that teacher from placement or continued placement on the reduction-in-force list for full-time employment.

17.4.6 If a teacher is recalled as a result of a position opening during the school year and if that teacher is currently under contract in another school at that time, the teacher will not lose his/her position on the recall list so long as the teacher indicated in writing that he/she will fill the position at the beginning of the coming school year. A long-term substitute shall be provided to fill the position in the interim.

17.4.7 Continuing contract teachers who have had their contracts suspended shall remain on the recall list indefinitely.

17.4.8 Teachers laid off by suspension shall have the right to remain for two (2) years in the group medical benefit programs provided by the Board of Education by paying their single or family coverage premium on a monthly basis to the Board of Education.

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Article 18

SEVERABILITY

18.1 This contract supersedes and prevails over all of the statutes of Ohio (except as specifically set forth in Section 4117.10(A), Revised Code) and as expressly limited by respective governing statutes indicating the collective bargaining agreement cannot prevail over statue, all civil service rules and regulations, administrative rules of the director of state personnel and all of the policies, rules and regulations of the employer unless otherwise specified herein. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or time for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the contract into compliance.

Article 19

CRIMINAL BACKGROUND CHECKS

19.1 Consistent with Ohio Revised Code Section 109.57, the Board may conduct criminal background checks on all new employees through the Ohio Bureau of Criminal Investigation or the local police agency, or the FBI. A new employee shall be considered on a probationary period concluding, and regular employment status commencing, only upon the Board's receipt of a satisfactory background investigative report from the Bureau of Criminal Investigation and FBI. Under Section 109.57, such reports are not considered "public records" available for inspection. (Fingerprinting shall be provided by the district as specified in Article 31.12.)

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Article 20

FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

20.1 Copies of the most current Family Medical Leave Act are available to Bargaining Unit Members through the office of the Department of Human Resources of the North Olmsted City Schools.

PUPIL SERVICES

Article 21

PUPIL SERVICES

21.1 Teachers required to attend meetings outside of the workday established in Article 5.1 in connection with the provision of special education programs and services to North Olmsted students shall be compensated for such attendance in accordance with this paragraph. Compensation for required attendance at educational meetings for students shall include but are not limited to IEP, 504, IAT, ETR, Manifestation meetings and conferences. Teachers attending such sessions shall be compensated at tutor rate. The initial pay increment shall be for ½ hour, with ¼ hour subsequent increments. Those required to be in attendance at such meetings will sign a meeting log, which shall include their time of arrival and departure. The individual responsible for the meeting shall submit the completed meeting log to Director of Pupil Services.

21.2 Members of the Bargaining Unit shall not be required to perform medical procedures or duties with respect to District students.

21.3 Regularly, in service programs will be offered to all staff to address current special education issues, including legal requirements.

21.4 Teachers who are required to attend meetings that start to extend outside of the workday as set forth in Article 5.1 with respect to special education programs and students, including student identification, shall be provided with appropriate advance notice (not less than five (5) work days unless mutually agreed) of such

meetings. The scheduling of IEP meetings and conferences will be handled at the building level.

21.5 The classrooms of special education teachers responsible for low incidence students, e.g., MH, OH, shall be equipped with telephone or other communication devices.

21.6 The parties shall comply with applicable federal and state law in connection with providing services to students with IEPs. Consistent with the law, teachers possess the right to request the IEP team reconvene to address concerns about individual students.

21.7 IEP responsible teachers and tutors responsible for writing IEPs shall be provided substitute release days, as set forth below, during the school year to be used for data collection, IEP drafting and Alternative Assessments. An IEP responsible teacher or tutor responsible for writing IEPs may request approval for additional substitute release days from the Director of Pupil Services. Work to be performed on the release days shall take place on the grounds of the District. IEP responsible teachers may choose to utilize space in their respective building for IEP writing. Cubicles within the Pupil Services Department and Board conference rooms will also be made available to teachers. Release days may be scheduled in full or ½ day increments. The release days will be scheduled by the teacher/tutor in coordination with his/her building principal or immediate supervisor.

1 to 2 students	1 day release time
3 to 4 students	2 days release time
5 to 6 students	3 days release time
7 or more students	4 days release time

21.8 Guidance counselors shall be provided two professional release days per year to draft Section 504 plans. The release day shall occur on district premises and shall be approved in advance by the building principal.

21.9 All teachers and tutors with responsibility for providing direct instructional tutorial services to special need students will be provided with electronic copies of 504 plans and IEPs for such students. The electronic access will be available a minimum of one week prior to the start of each semester. If electronic copies are not available a paper copy will be provided.

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21.10 Whenever possible, teachers' schedules shall be arranged so that regular, EL and special education teachers with overlapping responsibilities shall have common planning time. Where that cannot be arranged or at the option of the teachers and on a voluntary basis with the prior approval of the building principal, EL, special education and regular education teachers may collaborate on instructional issues outside of the regular work day no more than five (5) hours per week for added compensation and will be paid at tutor rate. District funds available for such voluntary meetings shall be at the direction of the Superintendent or his/her designee.

21.11 One day of release time will be provided to teachers of EL (English Learner) students to write plans of support. Teachers and tutors providing instructional services to EL students shall receive a copy of the Plan of Support (POS) for each student, if such a plan exists.

SALARIES AND BENEFITS

Article 22

SICK LEAVE

22.1 Sick Leave Credit Earned

22.1.1 Accumulation of Credit. Sick leave is earned in accordance with State minimum requirements at the rate of 1-1/4 days per month of employment, or fifteen (15) days per calendar year, except that the requirements of H.B. 153 regarding the sick leave accrual rate for casual substitutes, and adult education instructors, shall govern. Paychecks shall reflect sick leave accumulation at the rate of one and one-quarter days per month.

22.1.2 Part-Time Credit. Part-time teachers shall receive annual sick leave in proportion to the time actually employed.

22.1.3 Credit Available. Each full-time teacher shall have fifteen (15) days of sick leave available at the beginning of employment. If a teacher uses all or part of the fifteen (15) days of sick leave credit and terminates employment

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before such sick leave has actually accrued, the teacher shall reimburse the Board of Education for the sick leave used but not earned.

22.1.4 Credit Transfers. Any teacher who transfers to the North Olmsted Board of Education from other Ohio public employment shall be credited with the unused balance of sick leave accumulated in that public employment, since July 1, 1950, upon presentation by the teacher of certification of such days accumulated.

22.1.5 Reemployment. Crediting of previously accumulated sick leave of a teacher separated from public service is allowed upon the reemployment of the individual in the public service provided that such reemployment takes place within ten (10) years of the date on which the teacher was last terminated from public service.

22.1.6 Limit of Sick Leave Credit. The amount of sick leave credited to a teacher accumulates without limit.

22.2 Sick Leave Credit Used

22.2.1 Maximum absence. Limitation would be based on the number of sick days earned.

22.2.2 Full, Half, and Quarter Day Use of Sick Leave Credit. Accumulated sick leave credit shall be deducted upon use in terms of full, half-days, and quarter days.

22.2.3 Calamity Day. Any teacher on unpaid leave shall not be entitled to calamity day pay.

22.2.4 Illness and Death. Teachers may use sick leave in accordance with the provisions of Section 3319.141 of the Ohio Revised Code for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the teacher's immediate family or death of another relative.

22.2.4.1 The term "immediate family" in the case of illness or injury in the teacher's immediate family means parents, parents of spouse, and children regardless of place of residence, and relatives living within the household of the teacher. In addition, should a person

standing in a significant relationship to the teacher experience a catastrophic illness or injury, the teacher may use sick leave for that purpose.

22.2.4.2 The teacher may use sick leave for death of anyone standing in a significant relationship to the teacher.

22.2.4.3 In the case of death of an individual standing in a significant relationship to the bargaining unit member, the amount of sick leave the teacher may use shall be determined by the needs of the individual teacher.

22.2.5 Members of the bargaining unit are eligible to join the sick leave bank. In addition, administrators employed by the district are also eligible to join the sick leave bank.

22.3 Proof of Absence

The Superintendent of Schools shall require the teacher to furnish a signed statement (Exhibit B) to the effect that absence was caused by illness or due to any of the foregoing causes. He may require the name of the physician and the date he was consulted if medical attention was required. Falsification of such a statement shall be grounds for disciplinary action, including dismissal.

22.4 Return to Full-Time Duty

Teachers who have been absent for ten (10) days or more due to illness may be required to present a statement from a physician to the Director of Human Resources validating that they are physically able to resume their duties on a full-time basis.

22.5 Summer School

A teacher who is under contract with the Board of Education to teach in summer school will receive compensation for such services provided the contract to include the additional duties and salary is amended. A teacher whose contract is so amended is entitled to pay for sick leave during the time of extended duty. No authority exists for a Board of Education to use its funds for payment of sick leave to a teacher in the summer program who is not regularly employed by the local school board. Also, there is no authority which would permit such teacher either

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to receive sick leave credit or have charges made against accumulated sick leave which stands to the credit of the teacher with another board.

22.6 Accumulated Sick Leave at Retirement

A teacher currently employed by the Board of Education of the North Olmsted City School District may elect, at the time of retirement from active service or retirement while on approved leave of absence under the State Teachers Retirement System law, and with ten (10) or more years of service with the Board of Education of the North Olmsted City School District, to be paid in case for ¼ of the value of his/her accrued but unused sick leave credit. Such payment shall be based on the teacher's daily rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at the time. Such payment shall be made only once to any teacher. To be eligible for the aforementioned payment (1/4 the total of accrued but unused sick leave credit), the teacher must submit a letter of resignation by March 1st, declaring his/her intention to retire effective not later than August 1 of that same year.

Qualified teachers, as defined in the first paragraph, who do not notify the Board of Education by the applicable dates and who choose to retire shall receive ¼ of their accrued but unused sick leave credit up to a maximum payment of ¼ of two hundred forty (240) days.

Payments of this Article shall be made no later than January 20th of the year following the effective date of the employee's retirement. Such payment shall eliminate the employee's accumulated sick leave.

22.6.1 Senior Instructors Severance Pay

Senior Instructor severance pay is accrued compensation. All teachers who have achieved Senior Instructor status by the start of the 2015 school year will receive a total of three (3) severance days for every year in which they maintained Senior Instructor status to a maximum of thirty-three (33) days. These days shall be granted in addition to any severance provided referenced in Article VI of the 2008-2011 Collective Bargaining Agreement and District appraisal system. No days can be accrued after the 2014-15 school year.

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22.7 Retirement Announcement Incentive

A bargaining unit member who submits an irrevocable notice of resignation for retirement purposes under current STRS retirement criteria on or before December 1 to take effect on or before August 1 of that same year will be paid a one-time incentive of one thousand dollars ($1,000). The incentive will be paid with the second pay in June. The bargaining unit member must work the full contract year after giving notice of retirement in order to receive the stipend.

22.8 Commuted Sick Leave

Certificated employees who resign or are severed for non-disciplinary reasons and who leave the District for reasons other than to obtain employment with another public entity and who have at least ten (10) years of service in the District may elect to receive a lump sum cash payment for ¼ of their accrued but unused leave credit up to a maximum payment of ¼ of two hundred forty (240) days.

Such payment shall be calculated by multiplying the employee's daily rate of pay at the time of such severance of employment (exclusive of supplemental pay) times his/her total accrued sick days.

Payments under this Article shall be made no later than January 20th of the year following the effective date of the severing of employment. Such payment shall eliminate the employee's sick leave.

Any employee who dies prior to severing employment who would otherwise have been entitled to such payment shall be deemed to have severed employment the day preceding his/her death. Said payments for such accrued sick leave shall be made to the estate of the deceased upon receipt by the Treasurer of the proper legal documentation, i.e., death certificate, tax release, etc.

RIFed teachers with at least five (5) years of service or teachers who are subject to nonrenewal shall be entitled to receive ¼ of accrued sick leave at any time after the teacher's last day of actual work of the school contract year in which the layoff or nonrenewal occurred. Any teacher requesting and receiving such commuted sick leave payment shall be considered severed from employment and be deemed to have waived any recall rights under the reduction in force article, or the right to contest the nonrenewal, and to have forfeited seniority accrued prior to such request and receipt.

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22.9 Sick Leave Bank

22.9.1 Each school year during a window period beginning October 1 and ending October 31, teachers/administrators shall be entitled to make a contribution to the sick leave bank. A form to donate sick bank days is included as Exhibit V. A minimum of one (1) day must be donated by any teacher/administrator electing to participate. A donation of one (1) day of sick leave will produce one (1) day in the sick leave bank, available for use by eligible teachers/administrators. Once a teacher/administrator has joined the sick leave bank, he/she is considered a member and does not need to make an annual contribution of days to enroll. Information regarding the sick leave bank and enrollment forms shall be made available at new teacher orientation. Once a teacher/administrator contributes days to the bank, those days are no longer available for use by the contributing teacher/administrator. In order to be eligible to make a contribution, the teacher/administrator must have at least ten (10) accumulated sick days to her/his credit. On an annual basis during the month of August, the NOEA president and Superintendent or designee shall receive a report from the treasurer which sets forth the number of days remaining in the bank.

22.9.2 A sick leave bank committee, composed of two teachers appointed by the President of the Association and two administrators appointed by the Superintendent, shall be responsible for the administration of the sick leave bank. A teacher/administrator who applies to be considered for sick leave bank days must have exhausted all paid leave before receiving days from the bank. Before approving sick leave bank eligibility, the committee will examine past use of sick leave by the teacher/administrator. The committee's determination as to teacher/administrator eligibility to receive sick bank days shall be final.

22.9.3 A teacher/administrator may apply for sick leave bank days for reason of personal catastrophic, serious, debilitating, or life threatening illness/injury or catastrophic, serious, debilitating, or life threatening illness/injury or death in the immediate family or catastrophic, serious, debilitating, or life threatening illness/injury or death to a person standing in a significant relationship to the teacher or administrator. A form to request sick leave bank days is included as Exhibit E. For purposes of use of the sick leave bank for catastrophic, serious, debilitating, or life threatening illness/injury in the immediate family, the term "immediate family" shall be defined in accord with the provisions of Article 22.2.4.1. For purposes of the sick leave

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bank, the term "immediate family" shall be defined in accordance with provisions of Article 22.2.4.1. Once a teacher/administrator is determined eligible for receipt of sick leave bank days, the committee may approve withdrawals in units of up to thirty (30) days, with the teacher/administrator eligible to reapply for receipt of additional days. Unused days shall be returned to the sick leave bank. The committee's decision on approving or denying the application again will be deemed final.

22.9.4 If the committee believes that the sick leave bank is or will be depleted, the committee may, regardless of the contribution window set forth above, reopen the sick leave bank for contributions. Such reopening for contributions will be for a period of thirty (30) calendar days.

Article 23

PREGNANCY/MATERNITY/PATERNITY LEAVE

23.1 Pregnancy Leave

23.1.1 Performance of Duties. How long a pregnant teacher may continue in her assignment is a matter best left up to the teacher and her doctor. It is expected that as long as she shall teach, the pregnant teacher shall perform all duties adequately, maintain normal attendance, and accomplish all contracted duties.

23.1.2 Notification. The teacher should notify the Director of Human Resources in writing at least 60 calendar days prior to the expected delivery date.

23.1.3 The teacher may use accumulated sick leave as long as her condition and/or the condition of the child require it. When her condition and/or the condition of the child no longer requires, the teacher must either return to service or apply for maternity leave.

23.1.4 Extended Leave. If a pregnant teacher prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, the teacher may apply for a leave of absence without pay or benefits under the procedure set forth below in the maternity/paternity procedures.

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23.1.5 The teacher will advise the Director of Human Resources upon commencement of the pregnancy leave.

23.2 Maternity Leave/Paternity Leave

Any teacher within the North Olmsted School System who is an expectant mother or father or adopting a child shall at his/her request be granted a maternity/paternity leave with pay or without pay or increment subject to the conditions set forth below.

23.2.1 Unpaid maternity/paternity leave shall begin at any time prior to or immediately after the adoption/birth of the child or the teacher's use of sick leave related to the birth/adoption. The teacher is not required to exhaust sick days before commencing an unpaid maternity/paternity leave. Unpaid leave shall be for not less than one full grading period or the remainder of the school year in which the leave commences and, at the option of the teacher, for the following school year. Notice of intent to request a leave extension must be given at least thirty (30) calendar days in advance or not later than March 1 if the leave will extend into the following year. At the time the leave commences, the teacher shall indicate the length of the leave he/she opts to take. The teacher who has taken leave for the balance of the current year shall provide written notice of his/her intent to return for the following year not later than March 1. The teacher shall confirm in writing her/his intent to return not later than thirty (30) calendar days before the date of her/his earlier specified return.

23.2.2 The teacher on paid maternity/paternity leave may use accumulated leave not to exceed 60 work days. Paid leave should begin and be completed (even if less than full 60-day allotment) within one calendar year of the birth/adoption of the child. The teacher is not required to exhaust his/her sick days before commencing unpaid maternity/paternity leave.

23.2.3 The teacher on unpaid maternity/paternity leave shall at his or her request be carried on the fringe benefit plans as specified in Article 30. The teacher shall be required to pay the group rate premium for said plans.

23.2.4 Application for Leave. Application for maternity/paternity leave shall be in writing, and shall contain a statement of the date of birth or, in the case of adoption the date of obtaining custody, the date on which the

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maternity/paternity leave is to commence and the date the teacher anticipates returning to service. (See Exhibit C – Maternity/Paternity Leave Form.)

23.2.5 Time for Filing Application. Application for maternity/paternity leave shall be made no less than thirty (30) calendar days before the beginning date of the maternity/paternity leave. In the case of child adoption, the application for leave shall be given ten (10) work days before the maternity/paternity leave is to begin, if possible.

23.2.6 Reinstatement Rights. Upon return from leave, the teacher shall be reinstated to a position and shall assume the same position on the salary schedule held prior to the leave. Nothing in this section shall abridge the rights of any employee as defined in the Ohio Revised Code 3317.13. The teacher's assignment, insofar as practicable, shall be comparable to that held prior to the leave.

23.2.7 Return to Duty. Return to duty shall coincide with the start of the school year or semester or grading period or at other times by agreement of the teacher and the Director of Human Resources. A teacher returning to duty immediately after exhausting sick leave and/or FMLA benefits shall not be subject to the aforementioned restrictions.

23.2.8 Teachers on maternity/paternity/adoption leave remain subject to board action regarding their contract status, including non-renewal, and reduction in force.

Article 24

PERSONAL BUSINESS LEAVE

Three (3) days per year shall be allotted for personal business. Part-time teachers shall be entitled to personal leave on a pro rata basis.

24.1 Reporting Personal Business Leave

The intent to use personal business leave must be reported to the building principal or the building secretary at least twenty-four (24) hours prior to the day

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of absence (Exhibit D). The teacher must also call for a substitute at least twenty-four (24) hours before the leave begins except in emergency situations. Failure to do either may result in the loss of pay for the time taken. Emergency situations with approval of the Superintendent or direct supervisor are excluded from the above restrictions.

24.2 Restrictions on Personal Business Leave

24.2.1 Personal business leave shall not be used for outside, gainful employment.

24.2.2 Unrestricted Leave. Personal business leave shall be unrestricted except during the first week of school, the last week of school, the day immediately preceding or the day immediately following Labor Day weekend, winter break and spring break. Personal leave may not be taken on consecutive school days except for the reasons set forth in 24.2.4 below.

24.2.3 Cap. Except in cases set forth in 24.2.4 below not more than 5% of the Bargaining Unit Members may take Unrestricted Personal Business Leave on any one day. The form attached as Exhibit D shall be completed by the teacher and submitted at least twenty-four (24) hours before the requested day. Such leave shall be granted on a first come, first serve basis until the 5% cap is reached. Teachers on leave for reasons outlined in 24.2.4 Restricted Period will not be included in the calculation to determine the cap.

24.2.4 Restricted Period. Except in cases set forth in the reasons listed below and with prior approval of the Superintendent or designee, personal business leave shall not be taken during the first week of the school year, the last week of the school year, or the day immediately preceding or the day immediately following the Labor Day weekend, winter break, or spring break. The form attached as Exhibit D shall be completed by the teacher and submitted at least twenty-four (24) hours before the requested day. Emergency situations with approval of the Superintendent or direct supervisor are excluded from the above restrictions.

Teachers requesting a leave during Restricted Periods shall seek approval from the superintendent or his designee before taking such leave. Approval will be automatically granted for reasons 1 through 11.

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1. To participate in one's own marriage; to attend the marriage ceremony of a son, daughter, brother, or sister; to attend an out-of-town wedding in which the employee is a member of the wedding party.

2. To appear in court, if required, as a litigant or witness.

3. To sign official papers to close a transaction, e.g., purchasing a home.

4. Moving.

5. To attend the graduation ceremonies of a member of the immediate family or to conduct the college business of an immediate family member.

6. To adopt a child when required to appear before a welfare board or court, or to travel in connection with an adoption.

7. Observation of a major religious holiday of a recognized religious faith which requires abstinence from work.

8. Funerals of close friends, associates, or students.

9. House emergency.

10. Other emergency or once in a lifetime opportunity – please explain. A once in a lifetime opportunity may occur more than once in a person's career or lifetime. For example, a child's graduation is once in a lifetime, a second child's graduation is once in a lifetime, the third child's graduation is once in a lifetime, etc.

11. School-related events of a teacher's child(ren).

24.3 Accumulation of Personal Leave

Unused Personal Leave Days from each year will be converted to sick leave. If a teacher uses no personal leave in any school year, she/he will begin the following school year with four (4) personal days. In the following year where the teacher

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has four (4) personal days available, the number of unused personal leave days, up to four (4), will be converted to sick leave. For example, if a teacher uses no personal leave in the 2019-20 school year, three (3) unused days will be converted to sick leave and she/he will have four (4) days of personal leave available in the 2020-21 school year. If she/he uses two (2) of the available four (4) personal days that year, two (2) unused days will be converted to sick leave and she/he will begin the following year with three (3) personal days available. If she/he in 2020-21 uses no personal days, four (4) days will be converted to sick leave and the teacher will begin the 2021-22 school year with four (4) personal days available.

Article 25

LEAVE WITHOUT PAY OR BENEFITS FOR ILLNESS, OTHER DISABILITY, OR GENERAL LEAVE

25.1 Period of Leave

Pursuant to and in accordance with Section 3319.13 of the Ohio Revised Code, a teacher, upon written request to the Board of Education shall be granted a leave of absence when illness or other disability is the reason for the requested leave. Likewise, a teacher, upon written request to the Board of Education, shall be granted a leave of absence under this Article 25 when illness or other disability of an individual meeting the relationship criterion outlined in Article 22 ("immediate family" or "person standing in a significant relationship to teacher") is the reason for the requested leave. Such leave without pay or benefits will be for a period not to extend beyond one year in the case of a limited contract teacher and for a period of two (2) school years in the case of a continuing contract teacher. The Board's contribution for health care benefits under Article 30 shall be in accordance with the provisions set forth in FMLA.

25.2 Application for Leave

A request for such leave of absence will be submitted in writing, will state the specific expiration date of the requested leave, and will be accompanied by a written statement from the teacher's physician or the physician of the teacher's minor child substantiating that an illness or disability exists requiring the requested leave of absence. All requests shall be made to the Superintendent.

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25.3 Return from Leave

The Board of Education will not be obligated to return a teacher to active status with pay and benefits prior to the expiration date of the leave of absence granted for illness or disability. Upon the return to service of a teacher at the expiration of said leave of absence, the teacher shall resume the contract status which he/she held prior to such leave.

Return to duty shall coincide with the start of the school year, or semester or start of a grading period or at other times by agreement of the teacher and the Director of Human Resources.

If the leave is granted to a limited contract teacher during the final year of her/his limited contract, the Board of Education is not obliged to reemploy the teacher for the next school year if the Board provides the teacher with notice of nonrenewal on or before June 1 of the Teacher's contract year.

After the expiration of benefits under FMLA, a teacher on an approved leave of absence under this Article shall at his/her request be carried on the fringe benefit plans as specified in Article 30. The teacher shall be required to pay the group rate premium for said plans.

25.4 General Leave of Absence without Pay

The Board may grant an unpaid leave of absence for a period of up to one year upon written request of a bargaining unit member to the Director of Human Resources. If the Board approves the request for an unpaid leave of absence, shorter durations (i.e. less than one year) may be granted if a mutually agreed upon date can be arrived at between the bargaining unit member and the Superintendent/Designee. One additional year may be requested but the Board retains full discretion as to whether it will be granted. The decision of the Board to grant or deny a request for this leave shall not be subject to the grievance procedure.

General leave is intended to offer opportunities to staff members in unusual circumstances. General leave does not apply to a leave required for medical reasons which is otherwise addressed in law or other Board policies. If the need for a leave is addressed by other provisions of the contract or Board policy, those provisions will supersede.

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Such leave may not be used to take employment as a teacher or administrator in a public school district in the State of Ohio. Nor may such leave be used to engage in leisure travel or recreational activities.

Except in emergency situations, as determined by the Superintendent, all general leave without pay shall end at the conclusion of an academic quarter, semester, or prior to the beginning of the subsequent school year.
Upon return from leave, the teacher shall be reinstated to a position (if available), shall assume the same placement on the salary schedule held prior to the leave, and shall retain her/his position on the seniority list. The teacher's assignment, insofar as practicable, shall be comparable to that held prior to the leave.

Bargaining unit members on unpaid leave are subject to reduction in force under provisions of Article 17 of the Collective Agreement.

Article 26

PROFESSIONAL LEAVE

26.1 Conventions and Conferences

26.1.1 Kinds of Meetings. Leaves may be granted for professional improvement of the teacher or the school system upon request of the individual and with administrative approval. Example:

a. Attendance at professional conventions or meetings on a national, state or local level.

b. Attendance at workshops or seminars related to teaching areas.

c. Participation in the business of a professional organization.

d. Participation in the programs of recognized professional organizations.

26.1.2 Compensation.

26.1.2.1 The services of a substitute teacher will be provided at Board expense. Travel by car is at the mileage rate approved by the IRS.

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26.1.2.2 An employee will comply with Board policies related to reimbursement and any other travel-related protocols. All expenses must be submitted within the fiscal year in which they were incurred.

26.1.3 Eligibility.

26.1.3.1 All teachers will be eligible.

26.1.3.2 A member may not apply for leave at Board expense more than once in a given year, unless funds remain available and no other teacher has requested such leave.

26.1.3.3 The professional leave applications for bargaining unit members are public documents and copies of same shall be provided to the NOEA President upon request.

26.1.4 Application. Applications shall be made in writing at not less than 10 and preferably 30 days in advance by the interested teacher (see Exhibit F). In addition to stating the date, place, and nature of the meeting, an estimate of expenses should also be given. Applications will be processed as follows:

26.1.4.1 Elementary teacher – to the principal – to the administrator in charge of curriculum and instruction – to the Superintendent.

26.1.4.2 Elementary special teachers – to the principal – to the administrator in charge of curriculum and instruction – to the Superintendent.

26.1.4.3 Secondary teachers – to the principal – to the administrator in charge of curriculum and instruction – to the Superintendent.

26.1.5 If a teacher is elected to an office in a professional organization and anticipates that expenses will be incurred in connection with said service for which reimbursement will be sought under this Article 26, the teacher should advise the Superintendent or designee by May 1 of the year preceding that in which the expenses will be incurred. With that notice, the teacher should advise the Superintendent or designee of the anticipated dates and frequency of leave that will be requested to participate in the

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professional organization. Such application will be treated as are all other applications for professional leave.

26.2 Professional Study Without Board Subsidy

26.2.1 Application. All teachers may apply for leave of absence for one (1) full academic year of professional study at a recognized college or university after three (3) years of satisfactory service in North Olmsted. The Board of Education may approve such application if the following conditions are met:

a. A substitute replacement is available.

b. A proposed program of studies has been approved by the Superintendent of Schools.

c. At least five (5) years have elapsed for a given individual since a prior leave for professional study.

d. No more than three percent (3%) of the teachers are on such leave at any one time.

26.2.2 Privileges. Tenure and retirement rights shall be preserved for personnel on leave. The grantee will be assigned a similar position upon return to the school system.

26.2.3 Obligations. Upon completion of leave, such grantee shall submit to the Superintendent of Schools evidence of having completed the proposed plan of study and shall return to the North Olmsted School System for at least one (1) year. Failure to fulfill these obligations shall result in loss of the above privileges. Refund of insurance or other benefits conferred by the Board will be required.

26.3 Professional Study with Board Subsidy

26.3.1 Application. Teachers who have earned at least a Master's degree may apply for leave of absence with Board subsidy for one (1) full academic year of professional study at a recognized college or university after five (5) years of satisfactory service in North Olmsted. The Board of Education may approve such application if the following conditions are met:

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a. A substitute replacement is available.

b. A proposed program of unified studies in an area of, or related to, professional education has been approved by the Superintendent of Schools.

c. At least five (5) years have elapsed for a given individual since a prior leave for professional study.

d. No more than three percent (3%) of the teachers are on such leave at any one time.

26.3.2 Privileges. Tenure and retirement rights shall be preserved for teachers on leave. The grantee will be assigned to a similar position upon return to the school system.

26.3.3 Obligations. Upon completion of leave, each grantee shall submit to the Superintendent of Schools evidence of having completed the proposed plan of study and shall return to the North Olmsted School System for at least one (1) year. Failure to fulfill these obligations shall result in loss of the above privileges. Refund of subsidy, insurance, and other benefits conferred by the Board will be required.

26.3.4 Compensation. The Board may pay the difference between the salary of the applicant and that of a beginning teacher at the BA level, but will not pay more than fifty percent (50%) of the applicant's salary for this period involved.

26.4 Exchange Teaching With or Without Board Subsidy

26.4.1 Application. All teachers may apply for a leave of absence for one (1) full academic year to take part in an exchange teaching program after three (3) years of satisfactory service in North Olmsted. The Board of Education may approve such application if the following conditions are met:

a. A substitute replacement is available.

b. The proposed exchange teaching program has been approved by the Superintendent of Schools.

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c. No more than three percent (3%) in the bargaining unit are on a professional study or exchange teaching leave at any one time.

26.4.2 Privileges. Tenure and retirement rights shall be preserved for personnel on such leave. Compensation (including insurance benefits) shall be determined by mutual agreement between the applicant and the Board of Education. The grantee will be assigned a similar position upon return to the School System.

26.4.3 Obligations. Upon completion of leave, such grantee shall submit to the Superintendent of Schools evidence of having completed the exchange teaching program and shall return to the North Olmsted School System for at least one (1) year. Failure to fulfill these obligations shall result in loss of the above privileges. Refund of insurance or any other benefits conferred by the Board will be required.

26.5 Professional Leave for NOEA Business

26.5.1 Eligibility.

26.5.1.1 The President of NOEA or designee will be granted up to a maximum of 3 school days for the purpose of attending to NOEA business.

26.5.1.2 Other eligible delegates will be granted a maximum of 2 days each for the purpose of attending to NOEA business.

26.5.2 Expenses.

26.5.2.1 Substitutes needed for the above days will be paid for by the NOEA at the current rate.

26.5.2.2 Other expenses will be paid for by the NOEA.

26.6 Bereavement Leave

In the event of the death of a student, a parent of a student, staff member, spouse or child of a person standing in significant relationship to a fellow staff member, paid bereavement leave to attend funeral services will be available to 5%

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(minimum of 3) faculty members assigned to that building on a first-come, first-served basis. If the Director of Human Resources can obtain substitutes, additional members from the building/district may be granted bereavement leave.

26.7 Supervisory Leave

A teacher who participates in a school sponsored activity off school grounds shall be granted professional leave if there is the expectation that the teacher will perform supervisory duties.

Article 27

MILITARY LEAVE

27.1 Military leaves and rights to reemployment upon completion of military service will be granted upon terms and conditions set forth by ORC and applicable federal law, including but not limited to USERRA.

Article 28

JURY DUTY

28.1 Any teacher summoned for jury duty shall be paid the difference between his full salary and compensation received for jury duty for each working day of absence. The certified employee shall be required to present proof of jury duty service and of remuneration received for jury duty service before payment is made. A teacher subpoenaed to testify in a judicial proceeding in which she/he is not a party and in which neither the teacher nor NOEA is in a posture adverse to the Board shall be provided paid release time.

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Article 29

PAYDAY AND PAYROLL DEDUCTIONS

29.1 Payday

29.1.1 Beginning in the 2022-2023 school year, the Board agrees to pay its teachers on a bi-monthly basis for 24 times per year. Teachers shall be paid on the 5th and 20th of each month.

29.1.2 With the beginning of the 2016-17 school year, the teaching staff will no longer have the option to elect to be paid on a 10-month basis. Individuals who are currently electing to take the 10-month option shall be allowed to do so until they retire or sever employment with the district.

29.2 Deductions

29.2.1 The Treasurer of the Board of Education shall make the following payroll deductions with written authorization from the employee: (1) Credit Union; (2) Annuities; (3) Insurance; (4) OEA Fund for Children and Public Education (FCPE); (5) Kiwanis, N.O. Teacher's Care Fund. Deductions also will be made, with written authorization from the employee, for Flexible Spending Accounts, the North Olmsted City Schools Education Foundation, and the North Olmsted Schools Levy Committee.

29.3 Association Membership Dues

29.3.1 For those bargaining unit members who choose to become Association members, the authorized payroll deduction of the dues for the Association shall begin on the first pay date in November and be levied in equal installments for a total of ten (10) pay periods. Extensions or exceptions to the above shall be done by agreement of the NOEA and the Treasurer's Office.

Any bargaining unit member hired or becoming eligible for Association membership after November 1 who chooses to become a member shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the District Treasurer.

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All monies deducted for dues purposes shall be transmitted to the Association not more than five (5) days following the applicable pay date via electronic transfer to an account designated by the Association. Accompanying each deposit notification will be a complete listing of the names of the members for which a payroll deduction was made.

29.3.2 Association membership is annual with the membership year being September 1 through August 31. Once a member chooses to join the Association, such membership shall be continuous thereafter for each subsequent membership year, unless the member chooses to cancel his/her membership. Authorized dues deductions shall continue until such time that the individual gives written notice to the Association President and District Treasurer to discontinue such deductions or employment with the Board terminates. Such written notification shall be provided not less than two (2) weeks prior to the effective date of the payroll change. Should a bargaining unit member challenge Association membership, upon request from the District, the Association will provide written confirmation evidencing an individual's consent to be an Association member.

29.3.3 Indemnification of Employer – The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board (including each of its officers, members, employees and agents) for any costs or liability incurred as a result of the implementation and enforcement of this Section 29.3 and any claims related to the deduction of Association dues from bargaining unit members provided that the Board (a) shall give a ten (10) workday written notice following knowledge of any claim made or action filed against the Board for which indemnification may be claimed; (b) agrees to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (c) permits the Association or its affiliates to intervene as a party if it or they so desire; and/or (d) does not oppose the Association or its affiliate(s) application to file briefs amicus curiae in the action.

29.3.4 The Treasurer of the Board of Education shall make payroll deductions, with written authorization from the employee, of dues for membership in the Association.

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29.4 Adjustments

29.4.1 A teacher who has completed training which would qualify him or her for a higher salary bracket on the salary schedule shall be placed in such higher salary bracket only if he/she files an official transcript indicating the completion of such training with the Director of Human Resources. Changes of placement will be granted three (3) times each year. If changes are to be made, transcripts must be in the hands of the Director of Human Resources at least ten (10) calendar days prior to the first Board of Education meetings in the following months: September, February, and May.

29.4.2 Such teacher shall be placed on the appropriate step on the salary schedule and receive the appropriate prorated remuneration beginning with the following payroll period after approval of the Board of Education, provided, however, that additional training submitted in August shall not be included for salary schedule placement purposes until the first pay of the next school year.

29.5 Retirement

29.5.1 Teachers who retire may receive their remaining pay due them at the final June payday. Appropriate payroll deductions covering the balance of the payroll year will be made. All of the teachers including those who terminate their employment at the end of the school year will continue to be paid in equal amounts through the balance of the current payroll year.

29.6 Automatic Payroll Deposit/Direct Deposit Notification

29.6.1 Teachers shall be required to receive their salary compensation via direct deposit. Upon entry into the Automatic Payroll Deposit System (usually 2-3 weeks) each pay day the employee will receive an earnings statement showing gross salary, taxes, other deductions and net pay. The amount will also appear on the employee's monthly bank statement. Notice of direct deposit and related information will be made accessible to employees through electronic means.

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Article 30

SALARY SCHEDULES AND FRINGE BENEFITS

30.1 Fringe Benefits

Fringe benefits including hospitalization, major medical, dental and life insurance as presented in Exhibit L are benefits paid for by the Board of Education.

30.2 Contracts

The Board shall provide the Association with one (1) copy of each signed contract entered into between the Board and the insurance company(ies) which provide(s) the benefit(s) specified in this section of the Agreement.

Should the Board change the insurance company(ies) that provide(s) the benefit(s) specified in this section, the Board shall:

30.2.1 Provide the Association written notice of its intent to change insurance company(ies) not less than 60 calendar days prior to the proposed implementation of the new contract; and

30.2.2 Provide the Association with a copy of the proposed contract no less than thirty (30) calendar days prior to the implementation date of the new contract; and

30.2.3 Provide the Association with a signed copy of the contract between the Board and the insurance company(ies) within twenty-four (24) hours of the implementation of the new insurance contract.

30.2.4 The Board shall provide to members of the bargaining unit a vision insurance program.

30.3 District Medical Committee

A committee will be created consisting of three bargaining unit members appointed by the NOEA president, the Treasurer and two administrators appointed by the Superintendent. The committee shall meet as necessary to

address issues pertaining to the district's medical plan. The committee will determine reimbursement amounts for the spousal mandate, address concerns from members with regard to the program, and other pertinent insurance issues.

30.4 Spousal Mandate

30.4.1 Effective January 1, 2009, if a teacher's spouse is eligible to participate (as a current employee or retiree) in group health insurance and/or prescription drug insurance sponsored by his/her employer/retirement provider, the spouse shall enroll in such employer-sponsored group insurance coverage(s) ("spouse available insurance") if it is determined to be cost-effective by the District Medical Committee.

- The District Medical Committee will annually determine the reimbursement amount (currently $250 in 2016).
- At no time will that amount exceed $300.00 per month. Employee's hired after July 31st, 2016 will be reimbursed the lesser of $175 or their spouse's policy premium. Employees hired after July 31st, 2016 with spouses whose policy premiums exceed $175 shall pay the difference between the spouse's premium amount and the established reimbursement maximum. Spouses with policy premiums exceeding the reimbursement maximum will not be required to enroll in their own policies.
- No one shall be required to participate in Spousal Mandate if the spouse's insurance premium should exceed the pre-determined amount.
- No reimbursement will be made to members who chose to enroll in spousal insurance policies that exceed the pre-determined reimbursement amount.
- Any teacher whose spouse is required by their employer/retirement plan to be the secondary coverage, shall not be subject to the provisions of Article 30.4.
- No reimbursement will be provided when the Spouse's plan provides only secondary coverage.
- Any spouse who chooses to enroll in family coverage will not be reimbursed by the district.

NOEA will provide assistance in obtaining information from employees and encourage members to provide claims-related data.

The spouse may enroll in single employer-sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.

30.4.2 Upon the spouse's enrollment in any such "spouse available insurance" insurance coverage the Board will become the secondary payer of the spouse's benefits.

30.4.3 Any spouse who fails to enroll in any "spouse available insurance" as required by this Section shall be ineligible for benefits under the group insurance coverage sponsored by the Board. Should the spouse encounter difficulty/refusal by her/his employer/retirement provider to allow enrollment in spouse available insurance as of January 1, 2009, the spouse and/or teacher shall advise the Treasurer's Office immediately. The Office of the Treasurer will provide reasonable assistance. The spouse may continue on the Board's insurance program until the dispute between the spouse and the employer/retirement provider of the spouse is resolved. Any spouse who is eligible for benefits under another group policy and who is required to obtain that insurance per this section, but who wishes to retain the District's program as their primary provider, may do so if they agree to pay the district an additional $100 per month over the required employee premium contribution. The spouse of an employee hired after July 31st, 2016 shall not have the options to retain the District's program as their primary provider.

30.4.4 Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration verifying whether his/her spouse is eligible to participate in "spouse available insurance" sponsored by the spouse's employer/retirement provider. That form shall also specify the name of the insurance carrier/provider of the employer/retirement provider of the spouse to enable coordination of benefits and shall specify, as well, the amount of employee contribution required towards the insurance premium of the spouse.

30.4.5 If a teacher knowingly and willfully submits false information or knowingly and willfully fails to timely advise the Board of a change in his/her spouse's eligibility for "spouse available insurance" within thirty (30) days of the qualifying event, and such false information or such failure by the teacher results in the Board providing benefits and/or payment of

administrative fees to which the spouse is not entitled, the teacher will be personally liable to the Board for reimbursement of benefits and expenses as determined by the Medical Committee.

30.4.5.1 Any amount to be reimbursed by the teacher may be deducted from the benefits, including salary, to which the teacher would otherwise be entitled.

30.4.5.2 In addition, the teacher's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage.

30.4.6 If a teacher knowingly and willfully submits false information about his/her "spouse available insurance" coverage(s), the teacher may be subject to disciplinary action by the Board, up to and including termination of employment.

30.4.7 Enrollment Practices

If a teacher and/or his/her spouse and/or his/her dependent(s) lose insurance coverage(s) from any other plan, not due to an individual determination by the spouse to withdraw from coverage but rather other factors, for example, employer of spouse/dependent discontinues insurance coverage(s), spouse/dependent changes job and no longer has insurance benefits through employer/retirement provider, that teacher and/or spouse and/or dependent(s) are automatically eligible to enroll in the Board's insurance coverage(s) with no pre-existing condition exclusions or waiting period.

30.4.8 Reimbursement of Spousal Insurance Premiums

The Board will reimburse the premium cost paid by the spouse of the teacher for single coverage from the employer or retirement provider of the spouse, up to amount annually determined by the Medical Committee.

A teacher seeking such reimbursement shall submit written proof of payment for such payments and shall be reimbursed monthly.

Any teacher with a spouse, who has been receiving a bonus or incentive prior to August 1, 2008 from his/her employer/retirement plan for opting

out of that medical plan, will not be subject to the requirements of Article 30.4. If at any time the bonus/incentive should be discontinued or that spouse chooses to enroll in his/her plan they shall, from that time on, be subject to the provisions of Article 30.4.

30.4.9 Minimum Value Plan

The Board shall offer alternate single and family coverage for all full-time employees, defined as working 30 hours or more per week, for hospitalization insurance and major medical. Employees shall pay 20% of this plan, if they opt for such coverage. The specifications of this plan will be determined solely by the Board to meet the minimum coverage requirements specified in the Affordable Care Act.

Article 31

SALARY PROVISIONS

31.1 Salary Determination

31.1.1 The salary of each teacher shall be determined in accordance with the basic salary schedules currently in effect. (See Exhibit N.)

During the 2024-2025 school year, the base salary shall increase by 2.75%. The 2.75% base salary increase shall be retroactive to the beginning of the 2024-2025 school year.

During the 2025-2026 school year, the base salary shall increase by 2.75%.

31.2.2 Teachers shall be placed on a schedule in accordance with the training and experiences described in these regulations. The placement of each teacher in a salary class shall be the highest class for which such teacher is qualified. For teachers new to the district, credit shall be granted for salary schedule placement for verified teaching service up to a maximum of twelve (12) years, in accordance with the law.

31.2.3 Part-time employees who are employed at half (1/2) time or more shall be advanced on the salary schedule for each school year for which they are employed. Said employees shall also be granted a year of seniority on the

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recall list if said employee is RIFed for each year of ½ time or more of service.

31.2 Summer School Credit

31.2.1 One (1) step on the salary schedule shall be granted when ten (10) summer school credits are earned by the secondary school teachers, and when ten (10) summer school credits are earned by the elementary school teachers.

31.2.2 One (1) summer school credit shall be designated as one five-day class session taught in the North Olmsted summer school program. A session is four (4) hours for at least six (6) weeks on the secondary level and an equivalent number of hours for six (6) weeks for the elementary level.

31.3 Educational Credit for Work Beyond Degree

31.3.1 To receive salary schedule placement credit, all courses, whether graduate or undergraduate, must be "accredited." That means the course is taken from an institution of higher learning which has received and currently holds accreditation from a regional accrediting organization, e.g., North Central Association.

31.3.2 Salary schedule placement credit for up to and including the master's degree may be for accredited, graduate or undergraduate courses in the field of education. Salary schedule placement beyond the master's degree, including the Ph.D. column, may only be granted for accredited graduate courses in the teacher's area of certification, proposed area of certification, or in the general field of education. Courses of questionable value to the educational process may be reviewed by the Labor-Management Committee before placement credit is approved. Credit for salary schedule placement beyond the Master's degree but for undergraduate courses will only be given for accredited courses when the teacher has received prior approval from the Superintendent or designee. (See Exhibit P.) In that instance, undergraduate courses to be approved will be judged by the Superintendent or his/her designee on their value to the District for improvement of the teacher's instructional skills, broadening of the teacher's background knowledge in the area of assignment, or developing skills and knowledge for a new assignment.

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31.4 Benefits While Not in Active Service

The Board of Education will continue to carry on its payroll records employed school personnel whose sick leave accumulation has expired, or who are on disability leave of absence, or on an approved leave of absence, and will continue group hospitalization and life insurance benefits on these personnel, providing the employee pays such benefits, except when such employee is on leave of absence for a period exceeding two (2) years.

31.5 Payment of Accumulated Compensation While on Unpaid Leave

Effective for the duration of this contract, the NOEA and the North Olmsted City School District agree that individuals on an unpaid leave of absence will receive all accumulated earned compensation as follows:

31.5.1 Continuation of Semi-Monthly Pay

31.5.1.1 The individual's semi-monthly pay shall continue until all earned compensation, including funds held back for the summer, has been paid.

31.5.1.2 All payroll related deductions, including union dues and medical insurance premium contributions will remain in effect during the leave of absence.

31.5.1.3 If the individual returns to work in the same school year the leave of absence is granted, the individual's semi-monthly salary will be recalculated into equal payments for the remainder of the contract year based upon the number of days worked upon return from the leave.

31.5.1.4 The new semi-monthly pay will begin the next scheduled pay period upon the individual's notification to the payroll department of his/her return to work.

31.5.2 Optional Lump-sum Payment

31.5.2.1 If during the leave of absence, the individual exhausts his/her sick-time and is no longer eligible for paid compensation, that individual will have the option, upon notification to the payroll

department, to receive all accumulated earned compensation (including funds held back for the summer) in a lump-sum payment upon the commencement of the unpaid leave.

31.5.2.2 Individuals eligible to receive a lump-sum payment, will receive a worksheet outlining the scheduled payments to be received during the leave of absence. (Sample available in the Treasurer's Office.)

31.5.2.3 Withholding of federal, state and local taxes from the lump-sum payments' will be based upon prevailing Internal Revenue Service and Ohio Department of Taxation rates established for lump-sum payments.

31.5.2.4 All union dues and medical and life insurance premium contributions payable during the period of the leave of absence will be deducted from the lump-sum payment.

31.5.2.5 If the individual who elects the lump-sum payment option returns to work in the same school year that the leave of absence is granted, that individual's semi-monthly salary will be recalculated into equal payments for the remainder of the contract year based upon the number of days worked upon return from the leave.

31.6 School Closure Pay

Teachers will not be required to report to work on days when the district has cancelled classes for students due to calamity. Teachers will not suffer a loss of pay due to any calamity day. After the fifth calamity day, the district may require teachers to make up calamity days without additional compensation.

31.7 Extended Time

31.7.1 Time beyond the school year is involved in some positions. The rate of compensation for services is 1/37th of the individual's base salary schedule for each week. The following positions have been recognized as involving extended time in the amounts and rate shown:

Personnel	Days or Weeks Beyond School Year	Rate of Compensation
Guidance Counselors (High School & Middle School)	2 weeks	2/37th of the individual's Base Pay
Primary & Intermediate Guidance Counselor	1 week	1/37th of the individual's Base Pay
Head Librarian, High School/Middle School	3 weeks	3/37th of the individual's Base Pay

31.7.2 The length of extended service for: Coordinator, Vocational Guidance, CBE, Marketing, OWA, OWE, and Vocational Family and Consumer Sciences teachers will be established in accordance with the maximum reimbursement levels paid through the Vocational Standards of the Ohio Department of Education.

31.7.3 All payment for extended time services shall be through supplemental contract. Extended time weeks set forth in paragraphs 31.7.1 and 31.7.2 above may not be reduced.

31.7.4 Guidance counselors shall be scheduled to work additional days during the summer break on a voluntary basis if approved by the Superintendent and paid at the per diem rate.

31.7.5 Excluding the obligations set forth in Article 5.3, 5.4 and Article 31.7.1, guidance counselors shall be entitled to hourly payment at the tutor rate for hours required to be worked beyond those set forth in the agreement. Payment for additional hours beyond the currently scheduled work day shall be limited to the scheduled times for the event/activity plus ½ hour before and ½ hour beyond the mandatory evening event/activity. Counselors will be notified in advance of the additional hours and the required hours will be approved by the Superintendent.

31.8 Supplemental Salary Schedule

Salaries for supplemental contract provisions are as shown in Exhibit Q.

31.8.1 Any teacher who is presently employed under a supplemental contract(s) and whose salary(ies) is (are) in excess of the salary amounts shown in Exhibit Q shall continue to receive the higher salary(ies) until such time that

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said teacher's salary(ies) as computed under the provisions of Exhibit Q are equal to their presently contracted salary(ies).

31.9 Calculation of Points

31.9.1 Calculation of supplemental salaries is based upon information and recommendations provided by the Supplemental Committee, which was convened in the 2012-13 school year, and approved by the Board and NOEA membership. Formulas used to calculate the salaries may be requested from the Human Resources Department.

31.9.2 Supplemental salary adjustments, whether increases or decreases, shall only be made at the beginning of a new school year. Decreases shall not become effective while the incumbent continues in the position.

31.10 Travel Compensation

31.10.1 Teachers who request shall be reimbursed for travel compensation between buildings at the current IRS rate (Exhibit R).

31.11 Supplemental Evaluation Procedure

31.11.1 The procedure used to evaluate performance under athletic supplemental contracts is set forth in Exhibit S.

31.12 Fingerprinting

31.12.1 The district will provide fingerprinting required to complete background checks. The district will notify teachers when fingerprinting is required.

31.13 Premium Offset Contribution

31.13.1 Each full-time member of the Bargaining Unit shall receive an annual contribution into a Premium Offset Contribution. The annual contribution is to be paid in equal monthly installments beginning each contract year. The annual amount of the contribution shall be $193 for each contract year. The contribution into the Premium Offset Contribution shall be used to reduce a member's monthly payment required under Exhibit L, Section H of the collective bargaining agreement.

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In addition to the $193 Premium Offset Contribution, the District shall make an annual contribution of $200 to an HRA (Health Reimbursement Account) for all teachers enrolled in the District Medical Plan. Unused HRA dollars do not roll over to the following year. The District Medical Committee shall agree on implementation procedures pertaining to the HRA.

Article 32

SUBSTITUTION

32.1 A teacher may be required to serve as a spot substitute for an absent teacher. Teachers volunteering or who are required to substitute for other teachers will be paid at the rate established in this Article. A teacher may not be required to serve as a substitute more than once in any given day.

32.1.1 When the workload of an absent school counselor is split among the remaining counselors they shall not be subject to the provisions of article 32.1 with regard to compensation. However, in instances where counselors are required to substitute for a teacher, then they shall be paid at the established rate as provided in article 32.

32.2 Where a teacher is required to substitute during his/her planning period or is transferred from a duty assignment to an instructional assignment to cover for an absent teacher she/he shall be compensated $30 per clock hour, applied at the rate of $20 per period at the middle school and $25 per period at the high school. Instances in which, due to the absence of a teacher, students are added to teacher's current assignment, either instructional or duty, shall be treated as a substitution for purposes of this paragraph. (See Exhibit U.)

32.3 When an inclusion teacher is absent and where the regular classroom teacher assumes the responsibility for the education of the identified students in said class, that teacher shall be compensated at the rate set forth in paragraph 32.2 above.

32.4 When the class of an absent teacher is "split" among remaining teachers, such assignment of students shall be treated as a substitution. For purposes of this paragraph, where payment is due to one or more receiving teachers, the payment

will be made by dividing the rate among the teachers receiving students from the absent teacher's class or duty.

32.5 Building administration may cover duty assignments with classified personnel. The building administration is responsible for making substitute coverage assignments.

32.6 A teacher has the right to refuse a substitution at the middle and high school levels if the emergency substitution would give the teacher five (5) or more consecutive assignments at the middle school or four (4) or more consecutive assignments at the high school. A teacher at any level may refuse a substitution if she/he would lose daily planning time (defined as 1/5 of weekly planning time) for more than nine (9) times per grading period. At the primary/intermediate level, if a teacher requests, the administration will make a reasonable attempt to provide the teacher with a ten (10) minute break where the teacher must cover students from an absent teaching colleague during her/his planning period.

32.7 The administration may use tutors as substitutes during the non-assigned time of tutors. During the performance of such duty, the tutor will be paid her/his regular hourly rate.

32.8 In a personal crisis situation, making arrangements for the coverage of the class or duty for the absent teacher is the responsibility of the building administrator.

32.9 At each building, a list of teachers wishing to volunteer for substitution will be maintained. The building administration will make a reasonable effort to solicit volunteers first for substitution. In making substitute assignments, the administration will first employ teachers who are on a duty assignment in preference to those in a planning period unless there are teachers in their planning period who have volunteered for such duty. In making a shift from duty assignments to teaching assignments, staffing levels in supervising areas will be maintained at reasonable levels. Teachers shall be deemed available for substitution coverage during all planning periods, including team planning periods, unless the teacher has previously scheduled a conference with a parent during that planning period.

32.10 For the purpose of Article 32.2 and 32.4 only, it shall be understood that the definition of the terms "instructional period" and "class" will be a regularly scheduled period of instruction or a record-keeping duty assignment. Such duties assignments are defined in Article 5.14.21. This provision shall expire on August 1, 2024.

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Article 33

DURATION

This Agreement shall be effective on August 1, 2024 and shall remain in full force and effect until midnight, July 31, 2026.

NORTH OLMSTED EDUCATION ASSOCIATION

President

RATIFIED: 9.26.24

NORTH OLMSTED EDUCATION ASSOCIATION

Vice President

DATE: 12.10.24

NORTH OLMSTED BOARD OF EDUCATION

Board President

Resolution No. 2024-181-7A

NORTH OLMSTED BOARD OF EDUCATION

Treasurer

DATE: OCTOBER 14, 2024

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EXHIBIT A

GRIEVANCE FORM

_____ Individual Grievance
_____ Class Action

Filed at Step _____

Grievance No._____

THE DATE OR DATES ON WHICH THE ALLEGED VIOLATION, MISINTERPRETATION OR MISAPPLICATION OF A PROVISION OR PROVISIONS OF THE AGREEMENT OCCURRED:
_____

THE PROVISION OR PROVISIONS OF THE AGREEMENT WHICH ALLEGEDLY HAVE BEEN

VIOLATED, MISINTERPRETED OR MISAPPLIED: _____

_____

THE REMEDY SOUGHT: _____

_____

THE ALLEGED FACTS ON WHICH THE GRIEVANCE IS BASED (USE A SEPARATE SHEET AND ATTACH IT TO THIS GRIEVANCE FORM IF A COMPLETE STATEMENT OF THE ALLEGED FACTS REQUIRES MORE SPACE THAN IS PROVIDED ON THIS FORM):_____
_____
_____
_____

DATE GRIEVANCE FORM FILED WITH PRINCIPAL OR OTHER IMMEDIATE SUPERVISOR:
_____

NAME OF PRINCIPAL OR OTHER IMMEDIATE SUPERVISOR WITH WHOM THIS GRIEVANCE FORM IS BEING FILED: _____

SIGNATURE OF GRIEVANT OR GRIEVANTS AND DATE OF SIGNATURE:

NAME:_____ DATE:_____
NAME:_____ DATE:_____
NAME:_____ DATE:_____

ACKNOWLEDGMENT OF FILING OF GRIEVANCE FORM: I hereby acknowledge that this Grievance Form was filed with me on the date set forth below.

_____ _____
SIGNATURE OF PRINCIPAL OR OTHER IMMEDIATE SUPERVISOR DATE

EXHIBIT B

APPLICATION FOR USE OF SICK LEAVE

The undersigned hereby makes application for the use of sick leave as provided in Section 3319.141, Ohio Revised Code, and states that the use of such leave is justified for the following reason:

_____ 1. Personal illness or injury

_____ 2. Illness or injury in immediate family

_____ 3. Catastrophic illness or injury of person standing in significant relationship to teacher.

_____ 4. Death of person standing in significant relationship to teacher

_____ 5. Pregnancy

I hereby request that _____ day(s) of sick leave be credited for the following date(s):

_____ _____ _____ _____

_____ _____ _____ _____

Physician's Name _____

_____ _____ _____Building

Date Signature of Employee

* REFERENCE: ARTICLE 22 - Sick Leave

Proof of Absence

"The Superintendent of Schools shall require the teacher to furnish a signed statement to the effect that absence was caused by illness or due to any of the foregoing causes. He may require the name of the physician and the date he was consulted if medical attention was required. Falsification of such a statement shall be grounds for disciplinary action, including dismissal."

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EXHIBIT C

MATERNITY/PATERNITY LEAVE APPLICATION

Maternity/Paternity leave shall begin at any time prior to or immediately after the birth/adoption of the child or the teacher's use of sick leave related to the birth/adoption. Such leave shall be for the remainder of the school year in which the leave commences and, at the option of the teacher and on proper notification, for the following school year. At the time the leave commences, the teacher shall indicate the length of the leave he/she opts to take. The teacher shall provide written notice of his/her intent to return not later than March 1 prior to the beginning of the school year and December 1 prior to the second semester.

Application for maternity/paternity leave shall be made no less than thirty (30) calendar days before the beginning of said leave. In the case of child adoption, the application for leave shall be given ten (10) days before the maternity/paternity leave is to begin.

Return to duty shall coincide with the start of the school year or semester or grading period or at other times by agreement of the teacher and the Director of Human Resources. The teacher shall confirm in writing his or her intent to return not later than thirty (30) days before the date of her/his earlier specified return.

All maternity/paternity leaves are subject to the conditions set forth in Article 23 of the Agreement between the Board and the North Olmsted Education Association.

Name of teacher requesting leave _____

Building and assignment _____

Anticipated date of birth or
anticipated date of adoption _____

Date leave is to commence _____

Anticipated date of return _____

Do you wish to be carried on the fringe benefit plans and pay the group premium rate on a monthly basis for continued participation in said plans? Yes _____ No _____

Date: _____ _____
[Signature of Teacher]

EXHIBIT D

PERSONAL BUSINESS LEAVE

Reporting Personal Business Leave
The intent to use personal business leave must be reported to the building principal at least twenty-four (24) hours prior to the day of absence. The teacher must also call for a substitute at least twenty-four (24) hours before the leave begins except in emergency situations. Failure to do either or both of the above may result in the loss of pay for the time taken. Emergency situations with approval of the Superintendent or direct supervisor are excluded from the above restrictions.

CHECK THE SITUATION THAT APPLIES:

_____ RESTRICTED PERIOD Personal business leave is being taken during the first week of the school year, the last week of the school year, or the day immediately preceding or the day immediately following the Labor Day weekend, winter break, or spring break. Teachers requesting a leave during these periods shall seek approval from the Superintendent or his designee before taking such leave. Approval will be automatically granted for reasons 1 through 11 below. Please check the reason for which you are taking leave.

___ 1. To participate in one's own marriage; to attend the marriage ceremony of a son, daughter, brother, or sister; to attend an out-of-town wedding in which the employee is a member of the wedding party.
___ 2. To appear in court, if required, as a litigant or witness.
___ 3. To sign official papers to close a transaction, such as purchasing a home.
___ 4. Moving.
___ 5. To attend the graduation ceremonies of a member of the immediate family or to conduct college business of an immediate family member.
___ 6. To adopt a child when required to appear before a welfare board or court or to travel in connection with an adoption.
___ 7. Observation of a major religious holiday of a recognized religious faith which requires abstinence from work.
___ 8. Funerals of close friends, associates, or students.
___ 9. House emergency.
___ 10. Other emergency or once in a lifetime opportunity - please explain on back of form.
___ 11. School-related events of a teacher's child(ren).

_____ UNRESTRICTED LEAVE PERIOD (**CAPPED**) Other days not defined above are considered to be in the Capped Period. No more than 5% of the professional faculty may take Unrestricted Personal Business Leave on any one day. This form must be submitted at least twenty-four hours before the requested day. Such leave shall be granted on a first come, first serve basis until the 5% cap is reached. Teachers on leave for reasons outlined above will not be included in the calculation to determine the Capped Period. Please check the appropriate reason 1 through 11 **ONLY** if this is the case.

Name_____ Building _____

Date submitted_____ Date of leave _____

Approved_____ Disapproved _____

Superintendent or designee_____

Submit to Human Resource Office through your Principal or immediate Supervisor

EXHIBIT E

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SICK LEAVE BANK REQUEST

NAME: _____

SCHOOL: _____

DATE: _____

Explanation:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Requesting _____ days to be applied to my sick day balance. I understand if I do not use these days I must return them to the sick bank pool.

Employee Signature: _____

Committee member: _____

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EXHIBIT F

North Olmsted City Schools
Professional Leave Application

Name _____ Building _____
Date(s) of Meeting/Absence(s)_____ Name of Conference/Meeting _____
(Please attach information about this meeting/workshop/seminar)

Location of Meeting/Workshop/Seminar: _____
Address City State

Sponsoring Organization _____ ☐ Officer ☐ Member

Check (✓) the category/categories below which align with this Professional Leave. Include specific details on the line provided next to each category. Use the reverse side of this application if more space is needed.

☐ District Strategic Continuous Improvement Plan _____

☐ Building Strategic Continuous Improvement Plan _____

☐ Specific Curricular Areas in Focus _____

☐ Specific to the Appraisal Process _____

☐ Specific Staff Member Professional Growth Plan/Goals _____

☐ Other _____

Requested district coverage (must be completed by applicant):

Substitute _____ days

Registration $ _____

Travel $ _____

Lodging $ _____

Other $ _____

☐ Registration form attached

☐ Registration sent in by applicant

☐ Reimbursement requested

Applicant Signature: _____ Date: _____

Professional Leave Application Decision

Name _____

_____
Name of Conference)

_____
City State

Date(s) of Requested Leave _____

☐ Your request has been denied. Please contact your building Principal.

☐ Your request for professional leave has been approved. The Board of Education will pay those Approved Expense(s) checked.* Within ten(10) days of your return, submit your expense statement,

*APPROVED EXPENSES:

Budget Code: _____

☐ Substitute _____ days

☐ Registration (check below) $ _____

☐ District Purchase Order

☐ Reimbursement

☐ Travel (Reimbursement $_____

☐ Lodging (Reimbursement) $_____

_____ _____ _____
Principal/Supervisor **Curriculum & Instruction / Assoc. Superintendent** **Superintendent**

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EXHIBIT G

TRANSFERS AND VACANCIES

1. Voluntary transfers. By February 1 of each year, each teacher desiring a transfer to another building or a change of assignment within the building, for the following school year, will notify the Director of Human Resources of that fact in writing.

An indication of your preferences for the coming school year would be appreciated.

Please indicate your preference (1st, 2nd, and 3rd choice of building and grade level or course assignment).

Building Preference	Grade Level or Course Preference
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

I plan to retire _____ Anticipated date _____

I plan to be on leave of absence from _____ to _____
(date) (date)

Present Assignment: Building _____

Grade Level/Subject _____

Please return this form to the Director of Human Resources by February 1. If your plans should change, please notify the Director of Human Resources.

_____ _____
Signature Date

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EXHIBIT H

SUMMER ADDRESS

_____
Name

_____
Summer address

_____
Phone number

_____
Best time to contact (Dates)

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EXHIBIT I

PAYMENT OF SUPPLEMENTAL YEARLY CONTRACTS

TO:_____

_____Please make one payment of my supplemental yearly contract at the end of the _____ school year.

_____I would like my supplemental yearly contract to be paid in two installments for the_____school year.

_____ _____

Date Signature

Return to the Human Resources Office

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EXHIBIT J

Compensation Schedule Department Chairs and Building Leaders

HIGH SCHOOL DEPARTMENT COORDINATORS*	
STAFF SIZE	INDEX
2	0.05166
3	0.05926
4	0.06688
5	0.07453
6	0.08210
7	0.08975
8	0.09746
9	0.10503
10	0.11265
11	0.12027
12	0.12792
13	0.13550
14	0.14309
15	0.15080
16	0.15842
17	0.16602
18	0.17369
19	0.18129
20	0.18889

Middle School Department Chairs	
INDEX	0.0500
Primary and Intermediate Building Liaisons	
INDEX	0.01488

Released Time: Five classes assigned; no homeroom.
Note 1. Percent increase as per Contract.
Note 2. Annual determination based on department size.
***The job description is available in the Department of Human Resources**
We believe it is advantageous to work toward having building liaisons and dept. chairs serve on the Ohio Improvement Process. However, it is not a requirement or necessity.
The recommendation is that Intermediate/Primary leadership teams should have 1 teacher representing each grade level, 1 SPed teacher, and 1 Specials teacher (6 positions at primary & 5 at Intermediates) Small bldgs. may combine grade levels, but should still have a minimum of 2 representatives.

EXHIBIT K

SUMMER SCHOOL, EVENING SCHOOL, AND TUTOR SALARIES

Classification	Years of Experience	2024-2025 2.75%	2025-2026 2.75%
Tutor I	0 - 5	$ 32.38	$ 33.27
Tutor II	6 - 9	$ 33.10	$ 34.01
Tutor III	10 & Over	$ 33.90	$ 34.83

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EXHIBIT L

FRINGE BENEFITS

A. Teachers who teach less than full-time, but at least half-time, qualify to receive 50% of the medical insurance benefits, described in Summary of Benefits. Teachers who elect to receive these benefits will pay 50% of the actuarially-calculated monthly premium of the medical insurance benefits. A complete description of benefit levels is found in the medical plan booklet.

B. Group life insurance in the amount of $50,000 is provided to all full-time teachers. Employees have the option to buy additional life insurance on an individual basis at their own expense. At the expiration of the District's current contract with the life insurance provider, if less than 25% of the bargaining unit members have elected to participate in the supplemental life insurance program, and if the District is unable to locate a carrier to sign a contract which includes the supplemental insurance coverage, then the supplemental life insurance shall be discontinued.

C. All benefits and benefit levels will meet or exceed current provisions.

D. For full time teachers who are ineligible for STRS disability benefit programs due to insufficient years of service, a disability policy will be provided.

E. For the duration of this bargained agreement the prescription drug plan shall include a co-pay for 30 days supply retail of $ 5 for generic, $ 15 for preferred, and $ 30 for non-preferred. The co-pay for 90 day supply mail order shall include a co-pay of $ 5 for generic, $ 15 for preferred and $ 30 for non-preferred. Each year, filling a script with the generic equivalent shall be mandatory unless the prescribing physician provides written verification that medical equivalent results will not be achieved. Effective with the 2019-20 contract year, based on the recommendation of the Medical Committee, a prescription drug management program that includes Medical Mutual Coverage Management, Mail Order Incentive, RationalMed and Specialty Solutions shall be implemented. (Attached as Exhibit Z.)

F. The Board shall provide the NOEA with one (1) copy of each signed contract entered into between the Board and the insurance company(ies) which provide(s) the benefit(s) specified in this section of the Agreement. Should the Board change the insurance company(ies) that provide(s) the benefit(s) specified in this section, the Board shall:

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F.1. Provide the Association written notice of its intent to change insurance company(ies) not less than sixty (60) calendar days prior to the proposed implementation of the new contract; and

F.2. Provide the Association with a copy of the proposed contract no less than thirty (30) calendar days prior to the implementation date of the new contract; and

F.3. Provide the Association with a signed copy of the contract between the Board and the insurance company(ies) within twenty-four (24) hours of the implementation of the new insurance contract.

G. 1.45% of the teacher's regular individual salary representing the Medicare individual employee tax contribution shall be reimbursed. Such reimbursement shall not be subject to STRS employer or employee contributions or deductions.

H. The employee contribution toward the cost of hospitalization, major medical, vision, dental and drug insurance shall be.

I. The Board shall establish a Section 125 premium pass through plan for the tax sheltering of employee premium contributions.

J. The District will contribute $200 annually to an HRA account for each employee who elects full medical covers with the districts. This will be in addition to the already established Board provided premium reduction provided on an annual basis.

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EXHIBIT M

Flex-Time Application

Name_____ Building(s) _____

Position Or Teaching Area _____

Academic Year That You Are Requesting Time _____

Time Requested for Flex Arrangement: _____

Reason(s):_____

_____

*Dates Requested:_____

(*It is the expectation that Flex-Time schedules for individuals stay in effect for the full academic year or from the time granted until the end of that academic year, unless mutually-agreed upon by the teacher and principal.)

If your request is based on hardship, please describe the circumstances below.

_____

_____

_____

_____

Signature_____ Date _____

Approved_____ Denied_____

Approval Signature_____ Date_____

**Approval Signature_____ Date_____

***If assigned to two buildings, administrative signatures are required from both buildings.*

EXHIBIT N

2024-2025 Base Salary: 2.75% increase

2025-2026 Base Salary: 2.75% increase

2024-2025
$ 46,169.00

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	$46,169	$47,725	$49,904	$51,469	$52,720	$54,692	$57,628	$60,546	$65,052
2	$48,537	$50,135	$52,466	$54,341	$55,652	$57,730	$60,823	$63,912	$68,663
3	$50,901	$52,540	$55,024	$57,208	$58,579	$60,777	$64,027	$67,268	$72,278
4	$53,270	$54,950	$57,577	$60,070	$61,502	$63,806	$67,231	$70,634	$75,888
5	$55,652	$57,360	$60,135	$62,942	$65,223	$66,848	$70,431	$74,004	$79,503
6	$58,011	$59,766	$62,688	$65,809	$67,361	$69,891	$73,635	$77,365	$83,113
7	$60,380	$62,171	$65,251	$68,672	$70,288	$72,915	$76,825	$80,726	$86,724
8	$62,748	$64,581	$67,808	$71,539	$73,219	$75,953	$80,029	$84,088	$90,339
9	$65,117	$66,991	$70,371	$74,406	$76,142	$78,991	$83,224	$87,449	$93,949
10	$67,490	$69,392	$72,919	$77,273	$79,074	$82,033	$86,433	$90,819	$97,569
11	$69,858	$71,807	$75,482	$80,145	$81,996	$85,066	$89,628	$94,176	$101,175
12	$72,222	$74,217	$78,039	$83,012	$84,937	$88,104	$92,832	$97,546	$104,781
13	$74,595	$76,627	$80,593	$85,879	$87,860	$91,142	$96,032	$100,902	$108,396
14	$76,959	$79,037	$84,180	$88,746	$90,787	$94,176	$99,226	$104,268	$112,011
15	$79,328	$81,447	$85,722	$91,618	$93,723	$97,213	$102,417	$107,634	$115,626
21	$81,987	$84,106	$88,381	$94,277	$96,382	$99,873	$105,076	$110,293	$118,285
30	$81,987	$84,106	$88,381	$94,277	$96,382	$99,873	$105,076	$110,293	$118,285

2024-2025
$ 46,169.00

Daily Rates									
STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	$250	$258	$270	$278	$285	$296	$312	$327	$352
2	$262	$271	$284	$294	$301	$312	$329	$345	$371
3	$275	$284	$297	$309	$317	$329	$346	$364	$391
4	$288	$297	$311	$325	$332	$345	$363	$382	$410
5	$301	$310	$325	$340	$353	$361	$381	$400	$430
6	$314	$323	$339	$356	$364	$378	$398	$418	$449
7	$326	$336	$353	$371	$380	$394	$415	$436	$469
8	$339	$349	$367	$387	$396	$411	$433	$455	$488
9	$352	$362	$380	$402	$412	$427	$450	$473	$508
10	$365	$375	$394	$418	$427	$443	$467	$491	$527
11	$378	$388	$408	$433	$443	$460	$484	$509	$547
12	$390	$401	$422	$449	$459	$476	$502	$527	$566
13	$403	$414	$436	$464	$475	$493	$519	$545	$586
14	$416	$427	$455	$480	$491	$509	$536	$564	$605
15	$429	$440	$463	$495	$507	$525	$554	$582	$625
21	$443	$455	$478	$510	$521	$540	$568	$596	$639
30	$443	$455	$478	$510	$521	$540	$568	$596	$639

2025-2026
$ 47,439.00

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	$47,439	$49,038	$51,277	$52,885	$54,171	$56,196	$59,213	$62,212	$66,842
2	$49,873	$51,514	$53,910	$55,836	$57,183	$59,318	$62,496	$65,670	$70,551
3	$52,301	$53,986	$56,538	$58,782	$60,191	$62,449	$65,788	$69,119	$74,266
4	$54,735	$56,462	$59,161	$61,723	$63,193	$65,561	$69,081	$72,577	$77,975
5	$57,183	$58,938	$61,789	$64,674	$67,017	$68,687	$72,368	$76,040	$81,690
6	$59,607	$61,410	$64,413	$67,620	$69,214	$71,813	$75,660	$79,494	$85,400
7	$62,041	$63,881	$67,046	$70,561	$72,221	$74,920	$78,938	$82,947	$89,109
8	$64,474	$66,358	$69,674	$73,507	$75,234	$78,042	$82,231	$86,401	$92,824
9	$66,908	$68,834	$72,307	$76,453	$78,236	$81,163	$85,514	$89,854	$96,534
10	$69,346	$71,301	$74,925	$79,399	$81,249	$84,290	$88,811	$93,317	$100,253
11	$71,780	$73,782	$77,558	$82,349	$84,252	$87,406	$92,093	$96,766	$103,958
12	$74,209	$76,258	$80,186	$85,295	$87,274	$90,528	$95,386	$100,229	$107,663
13	$76,647	$78,735	$82,810	$88,241	$90,276	$93,649	$98,673	$103,678	$111,377
14	$79,076	$81,211	$86,496	$91,187	$93,284	$96,766	$101,956	$107,136	$115,092
15	$81,510	$83,687	$88,080	$94,138	$96,301	$99,888	$105,234	$110,595	$118,806
21	$84,242	$86,420	$90,812	$96,870	$99,034	$102,620	$107,966	$113,327	$121,539
30	$84,242	$86,420	$90,812	$96,870	$99,034	$102,620	$107,966	$113,327	$121,539

2025-2026
$ 47,439.00

Daily Rates									
STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	$256	$265	$277	$286	$293	$304	$320	$336	$361
2	$270	$278	$291	$302	$309	$321	$338	$355	$381
3	$283	$292	$306	$318	$325	$338	$356	$374	$401
4	$296	$305	$320	$334	$342	$354	$373	$392	$421
5	$309	$319	$334	$350	$362	$371	$391	$411	$442
6	$322	$332	$348	$366	$374	$388	$409	$430	$462
7	$335	$345	$362	$381	$390	$405	$427	$448	$482
8	$349	$359	$377	$397	$407	$422	$444	$467	$502
9	$362	$372	$391	$413	$423	$439	$462	$486	$522
10	$375	$385	$405	$429	$439	$456	$480	$504	$542
11	$388	$399	$419	$445	$455	$472	$498	$523	$562
12	$401	$412	$433	$461	$472	$489	$516	$542	$582
13	$414	$426	$448	$477	$488	$506	$533	$560	$602
14	$427	$439	$468	$493	$504	$523	$551	$579	$622
15	$441	$452	$476	$509	$521	$540	$569	$598	$642
21	$455	$467	$491	$524	$535	$555	$584	$613	$657
30	$455	$467	$491	$524	$535	$555	$584	$613	$657

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North Olmsted City Schools
Teacher Salary Grid

North Olmsted Teachers Salary Schedule

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	1.0000	1.0337	1.0809	1.1148	1.1419	1.1846	1.2482	1.3114	1.4090
2	1.0513	1.0859	1.1364	1.1770	1.2054	1.2504	1.3174	1.3843	1.4872
3	1.1025	1.1380	1.1918	1.2391	1.2688	1.3164	1.3868	1.4570	1.5655
4	1.1538	1.1902	1.2471	1.3011	1.3321	1.3820	1.4562	1.5299	1.6437
5	1.2054	1.2424	1.3025	1.3633	1.4127	1.4479	1.5255	1.6029	1.7220
6	1.2565	1.2945	1.3578	1.4254	1.4590	1.5138	1.5949	1.6757	1.8002
7	1.3078	1.3466	1.4133	1.4874	1.5224	1.5793	1.6640	1.7485	1.8784
8	1.3591	1.3988	1.4687	1.5495	1.5859	1.6451	1.7334	1.8213	1.9567
9	1.4104	1.4510	1.5242	1.6116	1.6492	1.7109	1.8026	1.8941	2.0349
10	1.4618	1.5030	1.5794	1.6737	1.7127	1.7768	1.8721	1.9671	2.1133
11	1.5131	1.5553	1.6349	1.7359	1.7760	1.8425	1.9413	2.0398	2.1914
12	1.5643	1.6075	1.6903	1.7980	1.8397	1.9083	2.0107	2.1128	2.2695
13	1.6157	1.6597	1.7456	1.8601	1.9030	1.9741	2.0800	2.1855	2.3478
14	1.6669	1.7119	1.8233	1.9222	1.9664	2.0398	2.1492	2.2584	2.4261
15	1.7182	1.7641	1.8567	1.9844	2.0300	2.1056	2.2183	2.3313	2.5044
21	1.7758	1.8217	1.9143	2.0420	2.0876	2.1632	2.2759	2.3889	2.5620
30	1.7758	1.8217	1.9143	2.0420	2.0876	2.1632	2.2759	2.3889	2.5620

Step 30 index must be increased by longevity payment of $2,000		
2024-2025 Base Salary $46,169.00		2025-2026 Base Salary $47,439.00

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EXHIBIT O

Miscellaneous Job Assignment and Stipends
CERTIFIED/CLASSIFIED STAFF

Employee: _____Bldg: _____
(Please Print)

I am requesting compensation for the board approved assignment as described below:

Description of Assignment: _____

Assignment Date	Total Hours/Days	Rate	Description
		Total Compensation =	

Employee Signature: _____Date: _____

I certify that the individual listed has completed the above job assignment satisfactorily and payment is hereby authorized.

Bldg. Administrator: _____Date: _____

Date of Board Approval: _____

Should this compensation be charged to a special account? Yes/No

Account Description: _____

Account to be charged: _____

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EXHIBIT P

NORTH OLMSTED CITY SCHOOLS

REQUEST FOR APPROVAL OF CREDIT FOR UNDERGRADUATE COURSES BEYOND THE MASTER'S DEGREE

Teacher's Name _____ Date: _____

Present Assignment _____ Building _____

Current Step _____ Education MA + _____

Course(s) for Consideration:

Course Title Semester Credit Hours College/University

_____

_____

Rationale for Request* _____

_____

_____

_____

____ Credit Approved: Date: _____

____ Credit Not Approved (Reason) _____

_____

_____

_____ Date: _____

Return this form to the office of the Assistant Superintendent.

*Based upon Article 31.3.2 of the Agreement between the NOEA and the Board of Education.

EXHIBIT Q

Athletic Salary Index

x base salary

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15+
GROUP A	0.22401	0.22751	0.23099	0.23449	0.23800	0.24150	0.24500	0.24851	0.25201	0.25549	0.25900	0.26250	0.26600	0.26950	0.27301
GROUP B	0.19200	0.19501	0.19799	0.20100	0.20400	0.20700	0.21000	0.21300	0.21601	0.21899	0.22200	0.22500	0.22800	0.23100	0.23400
GROUP C	0.17600	0.17876	0.18149	0.18425	0.18700	0.18975	0.19250	0.19525	0.19801	0.20074	0.20350	0.20625	0.20900	0.21175	0.21450
GROUP D	0.16000	0.16251	0.16499	0.16750	0.17000	0.17250	0.17500	0.17750	0.18001	0.18249	0.18500	0.18750	0.19000	0.19250	0.19500
GROUP E	0.12800	0.13000	0.13200	0.13400	0.13600	0.13800	0.14000	0.14200	0.14400	0.14600	0.14800	0.15000	0.15200	0.15400	0.15600
GROUP F	0.11200	0.11375	0.11550	0.11725	0.11900	0.12075	0.12250	0.12425	0.12600	0.12775	0.12950	0.13125	0.13300	0.13475	0.13650
GROUP G	0.09600	0.09750	0.09900	0.10050	0.10200	0.10350	0.10500	0.10650	0.10800	0.10950	0.11100	0.11250	0.11400	0.11550	0.11700
GROUP H	0.08000	0.08125	0.08250	0.08375	0.08500	0.08625	0.08750	0.08875	0.09000	0.09125	0.09250	0.09375	0.09500	0.09625	0.09750
GROUP I	0.06400	0.06500	0.06600	0.06700	0.06800	0.06900	0.07000	0.07100	0.07200	0.07300	0.07400	0.07500	0.07600	0.07700	0.07800
GROUP J	0.04800	0.04875	0.04950	0.05025	0.05100	0.05175	0.05250	0.05325	0.05400	0.05475	0.05550	0.05625	0.05700	0.05775	0.05850
GROUP K	0.03200	0.03250	0.03300	0.03350	0.03400	0.03450	0.03500	0.03550	0.03600	0.03650	0.03700	0.03750	0.03800	0.03850	0.03900

Co-Curricular Index x base salary

year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15+
GROUP 1	0.17280	0.17551	0.17819	0.18090	0.18360	0.18630	0.18900	0.19170	0.19441	0.19709	0.19980	0.20250	0.20520	0.20790	0.21060
GROUP 2	0.13440	0.13650	0.13860	0.14070	0.14280	0.14490	0.14700	0.14910	0.15120	0.15330	0.15540	0.15750	0.15960	0.16170	0.16380
GROUP 3	0.09600	0.09750	0.09900	0.10050	0.10200	0.10350	0.10500	0.10650	0.10800	0.10950	0.11100	0.11250	0.11400	0.11550	0.11700
GROUP 4	0.07680	0.07800	0.07920	0.08040	0.08160	0.08280	0.08400	0.08520	0.08640	0.08760	0.08880	0.09000	0.09120	0.09240	0.09360
GROUP 5	0.05760	0.05850	0.05940	0.06030	0.06120	0.06210	0.06300	0.06390	0.06480	0.06570	0.06660	0.06750	0.06840	0.06930	0.07020
GROUP 6	0.03840	0.03900	0.03960	0.04020	0.04080	0.04140	0.04200	0.04260	0.04320	0.04380	0.04440	0.04500	0.04560	0.04620	0.04680
GROUP 7	0.02880	0.02925	0.02970	0.03015	0.03060	0.03105	0.03150	0.03195	0.03240	0.03285	0.03330	0.03375	0.03420	0.03465	0.03510
GROUP 8	0.01920	0.01950	0.01980	0.02010	0.02040	0.02070	0.02100	0.02130	0.02160	0.02190	0.02220	0.02250	0.02280	0.02310	0.02340
GROUP 9	0.01280	0.01300	0.01320	0.01340	0.01360	0.01380	0.01400	0.01420	0.01440	0.01460	0.01480	0.01500	0.01520	0.01540	0.01560
GROUP 10	0.00960	0.00975	0.00990	0.01005	0.01020	0.01035	0.01050	0.01065	0.01080	0.01095	0.01110	0.01125	0.01140	0.01155	0.01170

Extra-Curricular/Co-Curricular Supplemental Contract Values				
Group 1				
High School:				
Band (Full Year)				
Group 2				
High School:				
Band Assistant (Full Year)				
Yearbook				
Group 3				
High School:				
Drama Club				
Eaglet Flag Corps				
Eaglet Kickline				
Yearbook Assistant				
Group 4				
High School:		**Middle School:**		
Class Advisor (Grade 12)		Yearbook		
Drama Club Assistant (2 contracts)				
Eagle News Network				
Pop Choir I ("Special Edition")				
Student Council				
Group 5				
High School:		**Middle School:**		**Elementary:**
Eaglet Dance Team (Basketball)		Class Advisor (Grade 8)		Intermediate Choir
Jazz Band		Musical		(1 contract/bldg.)
Key Club		Show Choir ("NOtown")		
Marching Band Assistant (Fall only)		Student Council		
Percussion Advisor		WEB (Lead Advisor)		
Pop Choir II ("Coming Attractions")				
Spring Musical – Choreographer				
Spring Musical – Director				
Spring Musical – Producer				
StuCo Assistant – (Grades 9-11)				

Group 6				
High School:		**Middle School:**		**District:**
Intramural Basketball		Class Advisor (Grade 7)		All-City Strings
National Honor Society		WEB (Assistant)		Music Coordinator
Orchestra				
Pep Band				
Robotics				
Spring Musical – Instrumental				
Spring Musical – Vocal				
Group 7				
High School:		**Middle School:**		**Elementary:**
Choir (Curricular)		Music Coordinator		Fourth R*
Link Crew leader				Student Council (3-5)
Newspaper ("Talon")				
Group 8				
High School:		**Middle School:**		**Elementary:**
Chemistry Olympiad		Intramural Club – Fall (2 contracts)*		
Council on World Affairs		Intramural Club – Winter (2 contracts)*		Intramural Club * (Fall 1 contract Per Bldg.)
Garden Club - new		Jazz Band		Intramural Club* (Winter (1 contract Per Bldg.)
J.E.T.S.		Ski Club*		
Mock Trial				
Talent Show ("O.B.O.B.A.")				
Science Olympiad				
Ski Club*				
SWC Academic Team				
Quiz Bowl				
Spring Musical – Costumer*				
Spring Musical – Set Designer*				
Group 9				
High School:		**Middle School:**		**Elementary:**
Academic Challenge		Talent Show		Newspaper Advisor
Art Club		Power of the Pen		
Computer Club*				
Foreign Exchange*				
French Club*				

Link Crew Assistant (5 contracts)				
Spanish Club*				
Spring Musical – Lighting Tech.*				
Group 9 Continued.....				
Spring Musical – Sound Tech.*				
Stage Tech Club				
Group 10 - Compensation for clubs in this category is based upon 14 hrs. of meeting time beyond the school day.		**Middle School:**		
High School:		Middle School Clubs*		**Elementary:**
Environmental Club*		16 contracts, which include:)		Intermediate Clubs*
Fourth R Coordinator*		-Bowling		(12 contracts/bldg.)
Literary Magazine		-Computer Club		Primary Clubs*
Math Team*		-Recycling Club		(8 contracts/bldg.)
Students Supporting Students*		-Science Club		Webpage*
Webpage*		-Stock Market Club		Primary Choirs
		Webpage*		
		Students Supporting Students*		
* Denotes contracts that shall be compensated without annual increases for experience.				

Athletic Supplemental Contract Values				
Group A				
Head Varsity:				
Football				
Group B				
Head Varsity:				
Basketball (Boys)				
Basketball (Girls)				
Group C				
Head Varsity:				
Baseball				
Soccer (Boys)				

Soccer (Girls)				
Softball				
Group D				
Head Varsity:		**JV/Varsity Assistant:**		**Middle School:**
Hockey		Football		Athletic Director
Volleyball				
Wrestling				
Group E				
Head Varsity:		**JV/Varsity Assistant:**		
Bowling		Baseball		
Swimming		Basketball (Boys)		
Track (Boys)		Basketball (Girls)		
Track (Girls)		Soccer (Boys)		
		Soccer (Girls)		
		Softball		

Group F				
Head Varsity:		**JV/Varsity Assistant:**		**9th Grade**
Cross Country (Boys)		Hockey		Football
Cross Country (Girls)		Volleyball		
Golf (Boys)		Wrestling		
Golf (Girls)				
Gymnastics				
Tennis (Boys)				
Tennis (Girls)				
Group G				
JV/Varsity Assistant:		**9th Grade:**		**Middle School:**
Swimming		Basketball		Football
Track (Boys)		Volleyball		
Track (Girls)				
Group H				
Head Varsity:		**JV/Varsity Assistant:**		**9th Grade:**
Cheerleading (Basketball)		Cross-Country (Boys)		Baseball
Cheerleading (Football)		Cross-Country (Girls)		

		Tennis (Boys)		
		Tennis (Girls)		**Middle School:**
		Golf (Boys)		Volleyball
		Golf (Girls)		Wrestling
		Bowling		
Group I				
High School:		**Middle School (Head Coach):**		**Middle School**
Asst. Athletic Director		Cross-Country		Basketball (Boys) (2)
Diving		Track (Boys)		Basketball (Girls)
Sports Performance Facility – Fall		Track (Girls)		Softball
Sports Performance Facility – Winter				
Sports Performance Facility - Spring				
Group J				
JV/Varsity Assistant:		**Middle School (Assistant Coach):**		
Cheerleading (Basketball)		Cross-Country		
Cheerleading (Football)		Track (Boys)		
		Track (Girls)		
Group K				
JV/Varsity Assistant:		**9th Grade**		**Middle School**
Indoor Track (Boys)		Cheerleading (Basketball)		Cheerleading (Basketball 7th / 8th – 1 contract)
Indoor Track (Girls)		Cheerleading (Football)		Cheerleading (Football 7th / 8th - 1 contract)

The Board is entitled to add new supplemental positions during the life of the contract, with the salary to be subject to bargaining with the NOEA.

Extended Time Shall be subject to the provisions of Article 31.7

Supplemental contract holders whose existing scheduled rate of pay is higher than that determined by criteria points plus the experience factor will be paid at the higher rate,

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and shall continue to be paid at that amount until the formula catches up with the paid amount, or until a different individual assumes the position.

District Level Positions

Position	% of Base
LPDC Chair	.08
LPDC Secretary	.07
LPDC Member	.06
PAR Chair	$125 per meeting
PAR Secretary	$125 per meeting
PAR Member	$125 per meeting
Resident Educator	
REOC Member	.03
Resident Educator Mentor 1	.0304
Resident Educator Mentor 2	.0209
Year 3 RESA Facilitator	.0103

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EXHIBIT R

NORTH OLMSTED CITY SCHOOL DISTRICT

BOARD OF EDUCATION

MILEAGE REPORT

NAME_____

TITLE_____

Date	Trips From To	Mileage

Total Mileage _____

Rate _____

Amount Due Employee _____

Submitted by_____

Approved by _____

EXHIBIT S

NORTH OLMSTED CITY SCHOOLS
COACHING EVALUATION FORM

Name: _____ **Date:** _____

Sport: _____

Level: _____ **Number of years coaching in District:** _____

Number of years coaching in this assignment: _____

Evaluator: _____ **Position: Athletic Director**

Positivity, Flexibility, Passion, & Ethics	Not Applicable	Excellent	Good	Adequate	Needs Attention	Unsatisfactory
1. During Game Behavior: Maintains self-control providing a role model of sportsmanship behavior for players, staff, fans, officials, opponents.	0	1	2	3	4	5
2. Post Game Conduct: Accepts responsibility for outcome of contest. Accepts victory or defeat in a professional manner.	0	1	2	3	4	5
3. Prepares self and team for unanticipated, random, negative events.	0	1	2	3	4	5
4. Ability to anticipate issues with athletes and make necessary accommodations to ensure success.	0	1	2	3	4	5
5. Motivation: Ability to motivate participants for practices and competitions throughout the season.	0	1	2	3	4	5
6. Passion: Coach displays passion for sport, program and kids.	0	1	2	3	4	5
7. Ethics: Staff and participants exhibit the highest standard of ethical and moral behavior. Promotes sportsmanship within activity.	0	1	2	3	4	5
8. Has good relationship with personnel from other schools.	0	1	2	3	4	5

Comments: _____

Responsibility & Discipline	Not Applicable	Excellent	Good	Adequate	Needs Attention	Unsatisfactory
1. Discipline: Enforces training and eligibility rules uniformly. Manages discipline problems as they arise.	0	1	2	3	4	5
2. Practice Supervision: Organizes, supervises, coordinates and evaluates practice sessions.	0	1	2	3	4	5
3. Adherence to Regulations: Abides by NOHS, SWC, and OHSAA rules and guidelines regarding transfers, chemical use, code of conduct, tournaments, etc.	0	1	2	3	4	5
4. Supervises locker room pre/post practice. Supervises following contests and stays until all athletes have been picked up.	0	1	2	3	4	5
5. Keeps storage area and locker room areas clean and free of clutter and garbage in/out of season.	0	1	2	3	4	5
6. Is prompt in meeting the team for practice/contests.	0	1	2	3	4	5
7. Uses good team discipline and control (respect not fear).	0	1	2	3	4	5

Comments: _____

NORTH OLMSTED CITY SCHOOLS
COACHING EVALUATION FORM

Empathy & Trust	Not Applicable	Excellent	Good	Adequate	Needs Attention	Unsatisfactory
1. Relationship with Participants: Quality interaction with students utilizing sound teaching/coaching practices.	0	1	2	3	4	5
2. Relationship with Administration: Ability to reflect and contribute to the goals of the Athletic Department. Cooperates with staff and administration to promote the total athletic program.	0	1	2	3	4	5
3. Relationships with Staff: Cooperates and maintains a positive rapport with the building staff, coaches/advisors of other activities support staff.	0	1	2	3	4	5
4. Relationships with Parents: Develops appropriate rapport with parents. Provides clear and concise program information at preseason meeting and throughout the season.	0	1	2	3	4	5
5. Team Cohesiveness: Promotes activities designed for team building for achieving team goals set at the beginning of the season.	0	1	2	3	4	5
6. Welfare of Students: Shows an awareness and concern of health and safety of students.	0	1	2	3	4	5
7. Communication: Open communication with students, parents and administration. Punctual in returning calls or messages.	0	1	2	3	4	5
8. Athletic Office Communication: Punctual in returning calls or messages.	0	1	2	3	4	5

Comments:

Influence	Not Applicable	Excellent	Good	Adequate	Needs Attention	Unsatisfactory
1. Booster Club: Takes an active role in organizing, consulting and guiding athletic booster club activities.	0	1	2	3	4	5
2. Clinic Participation: Attendance at and presentations made at coach's clinics. Keeps informed of new trends, techniques and strategies	0	1	2	3	4	5
3. Attendance at OHSAA Rules Meetings, Conference, Meetings, and State Coaches Association meetings	0	1	2	3	4	5
4. Membership and/or offices held in state association.	0	1	2	3	4	5
5. Visibility in community at functions and public appearances in promoting program.	0	1	2	3	4	5
6. Works with parents to promote positive interactions between each other, coaches, and players on the field/court/ice/track.	0	1	2	3	4	5

Comments:

NORTH OLMSTED CITY SCHOOLS
COACHING EVALUATION FORM

Developer, Teacher, and Achiever	Not Applicable	Excellent	Good	Adequate	Needs Attention	Unsatisfactory
1. Staff Meetings: Conducts regular staff meetings before, during and after the season.	0	1	2	3	4	5
2. Evaluations: Conducts evaluations of staff (7-12) with formal reporting to the Athletic Director.	0	1	2	3	4	5
3. Coordination of program 7-12 in an educational based philosophy.	0	1	2	3	4	5
4. Community Program: Effective, active working relationship with youth sports players and coaches. Maintains a positive rapport with youth and junior high programs.	0	1	2	3	4	5
5. Out-of-Season Opportunities: Provides opportunities, support and information for students in the off-season.	0	1	2	3	4	5
6. Willingness to go the extra mile in promoting and developing program.	0	1	2	3	4	5
7. Organizes summer camps and out-of-season clinics for students.	0	1	2	3	4	5
8. Strength Training: Incorporates strength training and conditioning in weekly practice schedules.	0	1	2	3	4	5
9. Uses a variety of methods to teach, analyze, and correct skills.	0	1	2	3	4	5
10. Provides positive feedback to each athlete.	0	1	2	3	4	5

Comments:

Problem Solving	Not Applicable	Excellent	Good	Adequate	Needs Attention	Unsatisfactory
1. Level of understanding/cooperation with Athletic department.	0	1	2	3	4	5
2. Ability to anticipate problems, define solutions and suggest improvements.	0	1	2	3	4	5
3. Organization of program, ability to meet deadlines and delegation of tasks to assistant coaches.	0	1	2	3	4	5
6. Game Administration: Makes adequate provision for transportation, assumes responsibility of communicating set up of site, personnel needs and special promotions for home events with Athletic Department. Brings staff and team to contest physically, mentally and emotionally prepared.	0	1	2	3	4	5

Comments:

NORTH OLMSTED CITY SCHOOLS

COACHING EVALUATION FORM

Athletic Department	Not Applicable	Excellent	Good	Adequate	Needs Attention	Unsatisfactory
1. Recognition Night - Team information turned submitted to the athletic office on time.	0	1	2	3	4	5
2. Recognition Night Information - Records and Statistics: Maintains adequate records, statistics, etc., of activity and personnel.	0	1	2	3	4	5
3. Pre season parent meeting - organized with team rules, team schedule, and procedures.	0	1	2	3	4	5
4. Pre season - set up emergency plan with training staff and assistant coaches. Plan is communicated to athletes and staff	0	1	2	3	4	5
5. Pre season communication - has set up email/ web page/ twitter account/ text/ phone chain to communicate practice/ game changes and necessary announcements with athletes and parents.	0	1	2	3	4	5
6. Permits: Team meetings / practice schedule - communicates with athletic office on site, dates, and times.	0	1	2	3	4	5
7. Permits: Willingness to work with athletic office regarding turf space, gym space, use of weight room/meeting rooms.	0	1	2	3	4	5
8. Tracking of student forms: organized with collection of OHSAA physicals, EMF, Lindsay's Law, and Drug Testing forms.	0	1	2	3	4	5
9. Rosters: Up to date and accurate throughout the season.	0	1	2	3	4	5
10. Monitors athletes academic progress throughout the school year.	0	1	2	3	4	5
11. Training staff - cooperates and works well with NOHS training staff.	0	1	2	3	4	5
12. Training staff - communicates injuries with head trainer and follows through on treatment of athletes.	0	1	2	3	4	5
13. Budget: Has understanding of budgeting process and administering the activity within the approved budget.	0	1	2	3	4	5
14. Budget: PO's requested with sufficient time.	0	1	2	3	4	5
15. Handling Equipment: Provides an accurate system of management of equipment, including issuing, collecting and inventory.	0	1	2	3	4	5
16. Fundraising: Plan approved by athletic office. Money collected and deposited properly.	0	1	2	3	4	5
17. Transportation: Bus request done accurate and in a timely manner.	0	1	2	3	4	5
18. OHSAA rating/voting of officials submitted in a timely manner.	0	1	2	3	4	5
19. OHSAA team voting and seeding submitted in a timely manner.	0	1	2	3	4	5
20. Custodial staff - cooperates and works well with custodial/ maintenance staff.	0	1	2	3	4	5
21. Transportation - cooperates and works well with transportation department.	0	1	2	3	4	5
22. Keeps athletic director informed about the sport.	0	1	2	3	4	5

Comments:

NORTH OLMSTED CITY SCHOOLS
COACHING EVALUATION FORM

Athletics	YES	NO
1. Booster Member	YES	NO
2. Night at the Races	YES	NO
3. Concession stand volunteering	YES	NO
4. VNN - promotes teams and submits scores on athletic website.	YES	NO

Areas of Improvement:

1. _____
2. _____
3. _____

Goals from last season:

1. _____
2. _____
3. _____
4. _____

Questions:

Off season plans? What are you doing to improve your knowledge of the sport?

Youth programs? Camp? Clinics? What have you done to recruit?

Team camps? Team building activities? Dual sport athletes?

What can the athletic office do to better support your needs?

Any needs from athletic boosters?

Any budget concerns for the upcoming season? Equipment needed?

_____ _____

Evaluator's Signature **Date of Conference**

I have received a copy of this evaluation instrument and discussed it in a conference held on

_____ _____

Coach's Signature **Date of Conference**

The purpose is to improve the coach, not to find fault.

Specific Strengths:

	SWC		OVERALL	
2013				
2014				
2015				
2016				
2017				

Specific Recommendations:

	PARTICIPATION			
	7th	8th	9th	Var
2014				
2015				
2016				
2017				

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EXHIBIT T

TEACHER ASSAULT-PROTECTION LEAVE FORM

Name _____ Date _____
School _____

Assault leave has been taken in accordance with Ohio Revised Code, Section 3319.143 and Article 14 of the AGREEMENT between the North Olmsted Board of Education and the North Olmsted Education Association. Also, in accordance with Article 14, section 14.1, a statement has been filed with the principal or immediate supervisor.

_____ day(s) of assault leave was/were taken beginning at _____ on
time
_____, _____, 20_____ and ending at _____ on
day month time
_____, _____, 20_____.
day month

Medical attention _____ required.
was/was not

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

Name of Physician _____

Office Address _____

_____

_____ _____
Teacher's Signature Principal/Supervisor

_____
Superintendent of Schools

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EXHIBIT U

NORTH OLMSTED CITY SCHOOLS CERTIFIED STAFF SUBSTITUTE

_____ served as a substitute for _____
TEACHER Absent Teacher

on _____ for_____
date # of minutes

Please check the section that applies: ARTICLE 32

_____32.1 A teacher may be required to serve as a spot substitute for an absent teacher.

_____32.2 Where a teacher is required to substitute during his/her planning period or is transferred from a duty assignment to an instructional assignment to cover for an absent teacher

_____32.3 When an inclusion teacher is absent and where the regular classroom teacher assumes the responsibility for the education of the identified students in said class.

_____32.4 When the class of an absent teacher is "split" among remaining teachers

_____32.7 The administration may use tutors as substitutes during the non-assigned time of tutors.

PAYMENT IS TO BE MADE AT THE RATE ESTABLISHED IN THE AGREEMENT.

Teacher's Signature_____ Principal's Signature _____
Date:_____ Date:_____

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EXHIBIT V

SICK LEAVE BANK

1. During a window period beginning October 1 and ending October 30, teachers/administrators shall be entitled to make a contribution to the Sick Leave Bank. A minimum of one (1) day must be donated by any teacher/administrator electing to participate. A donation of one (1) day of sick leave will produce one (1) day in the Sick Leave Bank, available for use by eligible teachers/administrators. Once a teacher/administrator contributed days to the bank, those days are no longer available for use by the contributing teacher/administrator. In order to be eligible to make a contribution, the teacher/administrator must have at least ten (10) accumulated sick days to her/his credit. On an annual basis during the month of August, the NOEA president and Superintendent or designee shall receive a report from the treasurer which sets forth the number of days remaining in the bank.

Once a teacher/administrator has joined the sick leave bank he/she is considered a member and does not need to make an annual contribution of days to enroll.

APPLICATION TO DONATE TO THE SICK LEAVE BANK

NAME_____ Date_____
Please Print

BUILDING_____

I choose to donate _____ days of my accumulated sick leave to the Sick Leave Bank. I understand that a donation of one (1) sick day will produce one (1) day in the Sick Leave Bank, available for use by eligible teachers/administrators. I also understand that the days contributed to the bank are no longer available for my use.

Signature_____

EXHIBIT W **Field Trip Stipend**

One-Day Trips Taking Place During the School Day

No additional compensation required.

One-Day Trips Taking Place on a Workday

A trip that is planned to take place on a workday and which will extend beyond that workday but which will return to school that same day:

Stipend Formula

Each Day = Points .75 x Factor .00345 x Base Salary

Extended or Overnight Trips Taking Place on a Workday

Trip that is planned to take place on a workday and which will extend beyond that workday without returning to school that same day. (Overnight):

Stipend Formula

Each Day = Points 1.25 x Factor .00345 x Base Salary

One-Day Non-Workday Trips (Saturday, Sunday, or Vacation Day)
Trip on a non-workday up to 8 hours which returns the same day:

Stipend Formula

Each Day = Points .75 x Factor .00345 x Base Salary

Extended or Overnight Trips Taking Place on a Non-Workday (Saturday, Sunday or Vacation Day)

Trip on a non-workday and that is planned to extend beyond 8 hours or that does not return to school on that same day (Overnight):

Stipend Formula

Each Day = Points 1.25 x Factor .00345 x Base Salary

Unplanned Delays

If a trip extends beyond the workday because of circumstances that are beyond the District's control, then it shall not be responsible for compensating staff. (Example, traffic jam, accident, weather conditions, etc.) The District will, however, be responsible for paying related expenses (Example, meals, lodging, etc.)

Note: This formula does not apply to staff members who supervise field trips as part of an existing supplemental contract.

EXHIBIT X

Forms are to be agreed upon by the Administration and the North Olmsted Education Association as necessary.

EXHIBIT Y

The District of North Olmsted and the NOEA agree to renew the existing TPO agreement MOU and to draft a Memorandum of Understanding to address moving/packing where there is mass building relocation (including Butternut).

EXHIBIT Z

PRESCRIPTION DRUG MANAGEMENT PROGRAM

FOR INFORMATIONAL PURPOSES ONLY - PROGRAM DETAILS MAY CHANGE

Coverage Management
Coverage Management programs are designed to ensure members receive prescription medications that result in appropriate and cost-effective care.

Key programs include:

- Traditional Prior Authorization rules are determined for specific drugs/drug classes and require a coverage review with the member's doctor before the prescription will be covered by the plan.
- Quantity Duration rules limit quantity and dose of medication over a given time period
- Step Therapy preferred drug step therapy rules requires the use of a generic or lower-cost brand name alternatives before use of higher cost non-preferred drugs, unless special circumstances exist.

Mail-Order Incentive
Requires use of mail-order for maintenance prescriptions after the third fill; members who wish to stay at retail pay double the normal copay.

RationalMed
RationalMed focuses on safety and savings for members. The program integrates medical, pharmacy, lab and member self-reported data. Through predictive modeling,

RationalMed identifies members whose prescription drug therapy may put them at risk for near-term hospitalization or other adverse events.

Specialty Solutions

The specialty pharmacy program provides a high level of care for members with chronic or serious conditions, who take drugs that require injection, special handling and monitoring during distribution and usage. These medications are used to treat conditions such as multiple sclerosis, Hepatitis C and rheumatoid arthritis. This program allows only 30 day refills. Access is provided 24 hours, seven days a week to pharmacists who are trained in specialty medications, their side effects, and the conditions they treat.

Benefits of the specialty pharmacy program include:

- Access 24 hours, seven days a week to pharmacists who are trained in specialty medications, their side effects, and the conditions they treat
- Expedited delivery to members' homes or physician office for all specialty prescription medications
- Some supplemental supplies, such as needles and syringes, required to administer the medication included at no additional charge
- Scheduling of refills and coordination of services with home care providers, case managers and physicians or other healthcare professionals

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North Olmsted City Schools
A Premier Learning Community

North Olmsted Administrative Office
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FISCAL OFFICER CERTIFICATE

(ORC 5705.412)
For the matter of:

NORTH OLMSTED EDUCATION ASSOCIATION
Negotiated Agreement
August 1, 2024 To July 31, 2026

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

The undersigned, Treasurer and President of the Board of Education of the North Olmsted City School District, Ohio, and the Superintendent of Schools of the North Olmsted City School District, Ohio, hereby certify that the District has in effect the authorization to levy taxes, including the renewal or replacement of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs during the duration of the attached contract on all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the
current fiscal year.

This Certificate is given in compliance with Ohio Revised Code Sections 5705.41, 5705.412, and 5705.44.

Dated: OCTOBER 14, 2024

NORTH OLMSTED CITY SCHOOL DISTRICT
BOARD OF EDUCATION

BY: _____
(Treasurer)

BY: _____
(Superintendent of Schools)

BY: _____
(President, Board of Education)