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AGREEMENT

BETWEEN

THE NORTH ROYALTON BOARD OF EDUCATION

AND

THE NORTH ROYALTON EDUCATION ASSOCIATION

CUYAHOGA COUNTY

August 1, 2025 through July 31, 2028

TABLE OF CONTENTS

AGREEMENT BETWEEN THE
NORTH ROYALTON BOARD OF EDUCATION
AND THE
NORTH ROYALTON EDUCATION ASSOCIATION

AUGUST 1, 2025 - JULY 31, 2028

ARTICLE **PAGE**

Signature Page 1
Article 1 - Recognition, Responsibilities, Rights..... 2
Article 2 - Duration, Effect and Form..... 4
Article 3 - Provisions Contrary to Law..... 4
Article 4 - Negotiations Procedures 5
Article 5 - Grievance Procedure..... 7
Article 6 - Defense and Indemnity (Liability Coverage)..... 9
Article 7 - Personnel Files..... 10
Article 8 - Evaluation Procedure 11
Article 9 - Reduction in Force 12
Article 10 - Teacher Termination, Non-Renewal, and Continuing Contract 15
Article 11 - Vacancies, Transfers, and Job Sharing 16
Article 12 - Communications 18
Article 13 - Extra-Curricular Activities 120
Article 14 - Faculty Meetings and Professional Staff Development 20
Article 15 - Professional Organizations 20
Article 16 - Department Chairpersons 20
Article 17 - Student Discipline 21
Article 18 - Leave Policies 21
Article 19 - Donation of Sick Leave 27
Article 20 - Performance Enhancement Plans 28
Article 21 - Teacher Contracts 28
Article 22- Disciplinary Procedures..... 30
Article 23 - Filing and Maintenance of Certificates/Licenses..... 31
Article 24 - Class Size 32
Article 25 - School Day 32
Article 26 - School Calendar 36
Article 27 - IDEA, ESSA and Section 504 Issues 38
Article 28 - Lunch Periods 39
Article 29 - Pupil Attendance Records 39
Article 30 - Parent-Teacher Conferences/Student Progress 39
Article 31 - Complaint Procedure 40
Article 32 - Non-Certificated/Licensed Help 40
Article 33 - Traveling Teachers 40

Table of Contents, continued

Article 34 - Specialists 40
Article 35 - Media Specialist Services 41
Article 36 - Long-Term Substitutes and Permanent Substitutes 41
Article 37 - Insurance 42
Article 38 - Program and Curriculum Development 51
Article 39 - Severance Pay 51
Article 40 - Board Sheltering of Teacher Retirement Contribution 52
Article 41 - Payroll Deductions 52
Article 42 - Salary and Other Compensation 55
Salary Schedule Effective August 1, 2025 60
Salary Schedule Effective August 1, 2026 61
Salary Schedule Effective August 1, 2027 62
Article 43 - Supplemental Contracts 63
Article 44 - Peer Assistance for Professional Development (PAPD) 65
Article 45 - Local Professional Development Committee (NRPDC) 66
Article 46 - Resident Educator 67
Article 47 - Interactive Distance Learning 69
Article 48 - Master Teacher 71
Article 49 - College Credit Plus 71
Article 50 - Employment of Retired North Royalton Teachers 72

Appendices

Appendix A – Assault Leave Form 74
Appendix B – Grievance Report 75
Appendix C – Continuing Contract (Tenure) Application 77
Appendix D –Teacher Evaluation System 79
Appendix E – Fair Share Fee 109

SIGNATURE PAGE

The terms of this Agreement shall be effective August 1, 2025, and shall extend through July 31, 2028, following ratification by the North Royalton Education Association and ratification by the North Royalton Board of Education.

North Royalton Education Association

Michelle Sablyar, President

Date 5/27/27

North Royalton Board of Education

Jacquelyn A. Arendt, President

Date 5.27.25

Michael Laub, Superintendent of Schools, North Royalton

Date 5-27-25

Biagio Sidoti, Treasurer of Schools, North Royalton

Date May 27, 2025

ARTICLE 1

RECOGNITION, RESPONSIBILITIES, RIGHTS

A. Recognition of the Association

1. The Board recognizes the North Royalton Education Association, affiliated with the Ohio Education Association and the National Education Association (hereinafter referred to as the Association), as the sole and exclusive representative for the bargaining unit as set forth below in matters pertaining to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

2. As used in this Agreement, the term "teacher" is defined as, and the bargaining unit covered by this Agreement is defined as: all full and part-time certificated/licensed personnel, including those on approved leaves of absence. A full-time teacher is one who is employed to perform a full day's work as defined in Article 25 of this Agreement for a minimum of one hundred twenty (120) days or more in the work year. A part-time teacher is one who works less than a full day as defined by this Agreement or less than the minimal standard of one hundred twenty (120) work days per work year. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent(s), Principals, Assistant Principals, all other supervisory and managerial personnel as defined in Chapter 4117 of the Ohio Revised Code and any other administrators employed pursuant to Section 3319.02 of the Ohio Revised Code, social workers, and day-to-day substitutes.

3. A teacher hired as a long-term substitute shall become a member of the bargaining unit after sixty (60) days of employment in the same assignment. A teacher hired as a permanent substitute shall become a member of the bargaining unit after sixty (60) days of employment as a permanent substitute.

B. Recognition of Board

The Association recognizes the North Royalton Board of Education (hereinafter referred to as the Board) as the locally elected body legally charged with the establishment of policies for public education in the North Royalton School District and as the employer of all teaching personnel of the school system, and that the Board has the right to manage the schools.

C. Recognition of Superintendent

The Association and Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board.

D. Membership in Professional Organizations

Both parties recognize that teaching personnel have the right freely to organize, to join, and may support any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment.

E. Rights of Individuals

The provisions in this document shall not prohibit any teacher from presenting views or grievances which affect his/her status in accordance with Board policies and established procedures.

F. Rights of Association

1. In addition to the bargaining agent's rights delineated in Chapter 4117 of the Ohio Revised Code, the Association shall have the following sole and exclusive rights, so long as such use does not interfere with school business, which shall have priority:

    a. Use of the School District's mail/e-mail service
    b. Use of the teachers' mailboxes
    c. Use of telephone (any long distance charges to be reimbursed)
    d. Use of school-owned office equipment and audio visual equipment
    e. Use of at least one bulletin board or a designated area at each school building.

2. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, so long as members involved in such Association business are not assigned to duties.

3. The Association President and/or his/her designee shall be granted up to a total of two (2) hours per week released time, during conference and preparation/planning time where a required meeting has not previously been scheduled by the administration unless mutually agreed otherwise by the Association President and the administrator, with pay, for necessary Association business. The principal of the school in which representatives teach must be notified before leaving the building.

4. The Association President shall be provided with line item agendas of the Board meetings at least one (1) day before the meeting, and shall receive a copy of the Board minutes upon Board approval.

5. One Tuesday of each month shall be reserved for Association meetings. Prior to July 1st the NREA will provide the district with meetings dates for the year. The administration shall schedule no meetings that interfere with Association meetings on these days. If the Association is not planning on having a meeting on that day in any month, either the Superintendent or principal shall be notified at least five (5) days in advance of the scheduled meeting so that the administration can then schedule a meeting(s) on that day.

6. The Superintendent shall grant a maximum of ten (10) days, with pay, per school year for members of the bargaining unit to attend the OEA Delegate Assembly or other Association business approved by the Superintendent. The Association President shall advise the Superintendent at least seven (7) days in advance of the names of those members who will use this leave. No more than six (6) members shall use this leave at any one time.

7. The Association President shall receive all documents of public record upon request and without charge.

8. The Association has the right to address the Board on any agenda item at Board meetings.

9. The Association shall be provided a storage area.

10. The Association shall be provided an office with a phone.

11. Full-time teachers who reside outside of the North Royalton School District who were employed by Board action on or before July 31, 2028, shall have the right to have their children attend North Royalton City Schools tuition free. The teacher shall be responsible for transportation and any other applicable fees on par with all resident students/families (all-day kindergarten tuition, class fees, athletic fees, etc.). Any such attendance shall take effect on the

first day of the school year and no child may be admitted under this policy after the first day of classes of any school year.

12. The Board will continue to provide the NREA with at least one (1) hour of time during New Teacher Orientation to meet newly hired bargaining unit members. On the date of this meeting, the Director of Human Resources will provide the NREA with the name, job title, initial work location, phone number, work email address of all new employees in the bargaining unit. For new employees hired within the bargaining unit after New Teacher Orientation, the Director of Human Resources will provide NREA with the name job title, initial work location, phone number, work email address of the new employee(s) to the NREA President with in five (5) work days.

G. Contractual Responsibilities

The negotiated Agreement is a part of the contract and salary agreement of each teacher.

ARTICLE 2

DURATION, EFFECT AND FORM

A. Effective Date of Agreement

This Agreement shall take effect August 1, 2025 and will remain in effect through July 31, 2028.

B. Entire Agreement

This Agreement shall constitute the entire negotiated agreement between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement and shall be controlling on both parties collectively and individually.

C. The parties agree to reopen the Agreement at the request of either the Board or the Association to bargain the effects of the "Elementary and Secondary Education Act," which reauthorized the Elementary and Secondary Education Act, and related state law. The procedures set forth in Article 4, Negotiations Procedures, will govern these midterm negotiations.

D. Electronic Access

The Agreement will be posted on the District website.

ARTICLE 3

PROVISIONS CONTRARY TO LAW

Subject to the provisions of Section 4117.10(A), if any provision(s) of this Agreement between the Association and the Board is found to be contrary to law, then such provision(s) shall be deemed invalid to the extent such provision(s) is contrary to law and that provision(s) shall be altered to comply with the law if possible. All other provision(s) shall continue in full force and effect. In the event that a provision is found to be contrary to law and such final and binding determination materially affects terms and conditions of employment, the parties shall meet to bargain, to the extent required by law, within thirty (30) days of such final pronouncement.

ARTICLE 4

NEGOTIATIONS PROCEDURES

A. Requests for Negotiations and Meetings

Either the Board or the Association may initiate negotiations by serving written notice to the Superintendent, on behalf of the Board, or the Association President, on behalf of the Association. The party initiating negotiations will notify the State Employment Relations Board (SERB) with a copy of the existing Agreement (unless the copy had been previously supplied), copying the other party with such communication. The first negotiations meeting will be held within thirty (30) days of the date on which the notice to negotiate was filed by either party. Unless the parties otherwise agree, negotiating sessions shall not extend beyond 8 p.m.

1. Both sides agree to meet, to confer and discuss matters of mutual concern, to listen to the views of the other, and provide necessary information and supportive data relevant to their proposals. If a proposal is unacceptable to one of the parties, that party should give reasons and, if feasible, offer counterproposals.

2. Interim reports of progress shall be made to the members of the Association by its representatives and to the Board by its representatives.

3. While discussions are in progress (any time prior to reaching impasse), any release prepared for news media will be approved by both negotiating teams. If discussions are temporarily interrupted before an understanding is obtained, it is advisable by mutual agreement to keep the considerations confidential until the discussions are completed.

4. During the meeting, either negotiating team may recess for independent caucus or conference as necessary.

5. Minutes of negotiations meetings will not be recorded (audio or video) by either or both parties involved.

6. Meetings shall start promptly, but no later than fifteen (15) minutes after the predetermined starting time.

7. At the first negotiations meeting between the Association and the Board, a preliminary schedule of dates for negotiations, ground rules and bargaining style will be discussed.

8. Every effort will be made to conclude negotiations within forty-five (45) days prior to the expiration date of this Agreement. If negotiations have not been concluded by that time, either party may declare impasse.

B. Representation

Representative members of the Board or their designated representatives shall meet with designated representatives of the Association to negotiate in good faith. No final agreement shall be executed without ratification by the Association and the Board. It is assumed that both parties have been given the privilege of making proposals, considering proposals, and offering counterproposals in the course of negotiations. Unless otherwise agreed prior to the initiation of negotiations, each bargaining team shall consist of no more than five (5) members, in addition to a representative. Additional participants may be added for discussion on specific topics through invitation by mutual agreement.

C. Responsibilities During Negotiations

1. Negotiations must be recognized by both parties as a shared process.

2. No member of either negotiating team shall in any way be penalized or censured because of his/her participation in negotiations.

3. At the close of each meeting, items of negotiations that have been tentatively agreed upon shall be reduced to writing and initialed by each party with such initialing signifying only that tentative agreement has been reached on these items.

4. Until all negotiations meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

D. Agreement

When an Agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the members of the Association and Board for formal approval. Upon approval, the Agreement shall be signed by the parties and shall become part of the official minutes of the Board and a part of the contract of the individual teachers.

E. Impasse of Negotiations

The Board and the Association negotiating teams pledge themselves to meet, confer and discuss matters of concern. If impasse is declared by either party, as provided for in Section A8 of this Article, it is with the understanding that impasse proceedings are declared on all issues where tentative agreement has not been reached and the following procedures will be implemented:

1. Either party may request the appointment of a mediator through the Federal Mediation and Conciliation Service (FMCS). Any cost shall be paid equally by the parties.

2. The mediator assigned through FMCS shall have the authority to recommend but not to bind either party to any agreements.

3. Mediation concludes on the date the Agreement expires, unless otherwise agreed by the parties.

4. The procedure set forth in this Article represents a mutually agreed dispute settlement procedure which supersedes the procedures contained in Section 4117.14, Ohio Revised Code, except that the Association retains the right to strike by following the procedures required in Chapter 4117, Ohio Revised Code.

F. Alternative Procedure

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss whether an alternate negotiations procedure (e.g., Interest Based Bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules will be established and Article 4.A.7. shall be waived.

ARTICLE 5

GRIEVANCE PROCEDURE

A. Introduction

1. With the realization that problems between Association members and the Board and administration of the North Royalton City Schools do arise in the operation of an educational system, and with a main objective being to maintain a good working relationship between these parties, this grievance procedure is written and designed to afford a fair and rapid resolution to said disputes.

2. To guarantee a fair and rapid resolution, it is necessary that both the Association and the Board and administration cooperate fully in all phases of the procedures. Also, any final decisions reached regarding disputes arising out of this Agreement and consistent with this procedure must be binding on both parties to be effective. No reprisals of any kind will be taken by the Board or by any member of the administration against any party of interest, any building representative, or any other participant in the grievance procedure by reason of such participation.

B. Definitions

1. A "grievance" is a claim by the Association or by a member(s) of the bargaining unit that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or a violation of his/her right to fair treatment.

2. The term "days" when used in this Article shall mean teacher working days unless otherwise indicated. Thus, weekend, and vacation days are excluded. In order to be processed, any grievance alleged to have occurred within the current school year must be filed no later than the fifth (5th) weekday after the last teacher report day.

3. A "party of interest" is the person or persons making a claim, including their designated representative as provided for herein, and any person or persons whom action might be taken against in order to resolve the grievance.

C. Procedure

In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance, within ten (10) days, with his/her building principal or immediate supervisor, either personally or accompanied by the Association's building representative or an alternate appointed by the Association President. These ten (10) days begin from the date a grievant knew of the basis for the grievance. By mutual agreement of the Association and the Superintendent, a grievance filed by the Association or a grievance where the building principal does not have sole authority to make any adjustment may be initiated at Level 2.

LEVEL 1

If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may, as soon as possible, and not later than five (5) days, invoke the formal grievance procedure on a form signed by the grievant (Appendix B) and the designated building representative of the Association, which form shall be provided by the Board and shall be available from the Association representative in each building. The grievance form shall set forth the date of the alleged grievance and the informal grievance meeting, the precise action or inaction that is claimed to be a violation, misinterpretation or misapplication of the Agreement or the violation of fair treatment, a reference to the specific provisions(s) of the Agreement involved (where applicable), and the relief sought by

the grievant. If the grievance involves more than one school building or involves a central office administrator, it may be filed directly with the Superintendent or his/her representative. A grievance not formally filed within fifteen (15) days from the date when the grievant(s) knew of the existence of the basis for the grievance shall be deemed waived and not arbitrable.

The principal shall indicate his/her disposition of the grievance in writing within five (5) days and shall furnish a copy thereof to the Association.

LEVEL 2

If the grievant and/or the building representative is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) days of such meeting, the grievance shall be transmitted to the Association's Professional Rights and Responsibilities Chair/designee for review. Within five (5) days of receipt of the grievance, the PR&R Chair/designee shall decide whether or not to continue to process the grievance. If the PR&R Chair/designee decides that no grievance exists, and so notifies the grievant, the teacher may continue to process his/her claim without Association support. If the PR&R Chair/designee decides there is a grievance, it shall immediately process the claim with the Superintendent or his/her representative. A meeting with the Superintendent or his/her representative, the aggrieved party, and the Association's PR&R Chair/designee may be requested by either party within the time limit established in the step. Within fifteen (15) days, the Superintendent shall indicate the disposition of the grievance in writing and shall furnish copies thereof to all parties involved.

LEVEL 3

If the PR&R Chair/designee is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been rendered within the fifteen (15) days specified immediately above, the grievance shall be immediately transmitted by the NREA to the American Arbitration Association, along with a cover letter requesting a list of ten (10) National Academy arbitrators. Within five (5) days of receipt of this list, an arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list and if a second list is requested, the parties shall, within five (5) days of the receipt of the second list, select an arbitrator by the alternate strike method. The arbitrator so selected shall render his/her decision within thirty (30) days of completion of the hearing, unless otherwise agreed by the parties. Upon mutual agreement of the parties, the grievance may be decided by the arbitrator under the "expedited arbitration" rules of the American Arbitration Association.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of an issue presented that is proper with the limitations expressed herein.

The decision of the arbitrator shall be binding on both parties. Cost for the services rendered by the impartial arbitrator shall be paid equally by the parties.

D. Time Limitation

The time limits in this procedure shall be strictly observed but may be extended by agreement of the parties involved (PR&R Chair/designee and Superintendent). In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Superintendent and the NREA shall use their best efforts to process such grievance prior to the end of the school year.

E. Personal Complaints

If an individual teacher has a personal complaint, which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for the Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement or of the rules and regulations as set forth by the Board. In the administration of the grievance procedure, the interests of the teacher shall be the sole responsibility of the Association.

ARTICLE 6

DEFENSE AND INDEMNITY

(LIABILITY COVERAGE)

A. The Board shall provide for the defense and indemnification of any teacher, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the teacher in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the teacher was acting in good faith and not manifestly outside the scope of his/her employment or official responsibilities. Amounts expended by the Board in the defense of its employees shall be from funds appropriated for this purpose or from proceeds of an insurance policy. The duty to provide for the defense of a teacher as provided in this section does not apply in a civil action or proceeding that is commenced by or on behalf of the Board.

B. The Board shall indemnify and hold harmless any teacher in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the teacher in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the teacher was acting in good faith and within the scope of his/her employment or official responsibilities. The duty to indemnify and hold harmless a teacher as provided in this section does not apply in a civil action or proceeding that is commenced by or on behalf of the Board.

C. Any teacher whose act or omission may be the subject of a claim shall have the right, if he/she so requests, to have twenty-four (24) hours to secure advice before he/she is required to file a written accident report involving such incident.

D. Any teacher whose act or omission may be the subject of a claim against the Board shall have the right, if he/she so requests, to be represented in any meeting or proceeding which such teacher attends at the request of the administration, the Board attorneys or the insurance company.

E. Should there be any claim of liability or damages against any teacher, said teacher shall have the right to employ co-counsel, at the teacher's expense, in any and all actions to defend his/her interests.

F. There shall be no materials relating to such incident placed in the personnel file of a teacher whose act or omission may be or is the subject of a claim, except for accident reports developed by the administration.

G. Without the express written concurrence by the teacher whose act or omission may be or is the subject of a claim, there shall be no media release and/or other publicity relating to such incident by the Board. Without the express written concurrence by the Board, there shall be no media release and/or other publicity relating to such incident by the Association and any teacher.

H. The Board will provide adequate release time for a teacher who is required to prepare for or attend any discovery proceedings or court proceedings involving any claim against a teacher, or in which a teacher is a material witness to the incident. Said release time will not result in the teacher's loss of wages or deduction from any Board-approved leave.

I. Both the Board and the Association will mutually share information relating to a potential or actual claim involving a teacher whose act or omission may be the subject of such claim.

J. The Board will meet its obligation to defend and indemnify in a fiscally responsible manner by whatever means it determines to be in the best interest of the School District, giving consideration how to best protect the general funds of the District at the lowest cost to the District. The Board intends to meet this obligation in the foreseeable future by purchasing liability insurance in the amount of at least $1,000,000 per occurrence, $3,000,000 aggregate and excess coverage above the basic policy of $1,000,000 until such point in time as other alternatives become feasible.

K. Teachers shall cooperate fully to assist in the defense of claims asserted against the Board wherein the act or omission of a teacher is alleged to have resulted in the injury or loss which is the subject of such claim.

L. The Board may enter into a consent judgment or settlement and may secure releases from liability for itself or a teacher, with respect to any claim for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function. The teacher will be contacted regarding a proposed settlement or consent judgment releasing the teacher’s liability if the insurance company notifies the Board in advance of the settlement, but failure to so consult shall not nullify any settlement or consent judgment.

M. No grievance, action, or appeal of any kind shall be brought by any teacher or the Association with respect to the decision of the Board, or on or behalf of the Board, whether to enter into a consent judgment or settlement or to secure releases, or concerning the amount and circumstances of a consent judgment or settlement, including whether the teacher was contacted or consulted regarding the consent judgment or settlement. Amounts expended for any settlement shall be from funds appropriated for this purpose or from proceeds of insurance.

ARTICLE 7

PERSONNEL FILES

In addition to other rights granted to teachers under Ohio law with respect to their personnel files:

A. A teacher shall be permitted to examine his/her file within 2 weekdays notice to the administration during normal business hours, excluding vacations and holidays.

B. Prior to or at the time a document, other than routine financial and personnel data (i.e., insurance forms, sick leave forms, etc.), is placed in a teacher's personnel file, the teacher shall be given a copy of said documents. Any disciplinary or performance documentation must be signed by the teacher. The teacher’s signature is an acknowledgement of having seen the document and has been notified that it is placed in the personnel file but does not indicate agreement or disagreement with

the document. Teachers may file a written reply to any disciplinary document within thirty (30) days of signature and notification of placement in the personnel file.

C. There shall be one personnel file for each teacher.

D. The contents of each teacher's personnel file shall be limited to items relating to work performance, discipline and routine financial and personnel data.

E. All file entries are to be signed and dated by the administration.

F. No anonymous documents shall be placed in a teacher's personnel file.

G. A teacher may have a copy of any item in his/her personnel file at no cost.

H. If any person other than an administrator or any governmental agency requests to see the personnel file of any teacher, the teacher shall be notified prior to the person making the request receiving the file.

I. A teacher may challenge the accuracy, relevance, timeliness or completeness of personal information that pertains to him or her under the provisions of Chapter 1347, Ohio Revised Code. Teachers may include written rebuttals to any document placed in their file within thirty (30) calendar days.

ARTICLE 8

EVALUATION PROCEDURE

A. The evaluation procedure for OTES/OSCES teachers shall be in accordance with the Board's standards-based evaluation policies and the North Royalton City Schools Evaluation Manual. Non-OTES/OSCES bargaining unit members will be as set forth in the North Royalton Teachers Evaluation Manual. Any changes in the standards-based evaluation policy and/or the North Royalton City Schools Evaluation Manual shall be by mutual agreement of the parties. See Appendix E. The evaluation procedure set forth in the North Royalton Teachers Evaluation Handbook for non-OTES/OSCES shall serve as the Board's required standards-based teacher evaluation policy and, to the extent that it does not conflict with the requirements of the statute, shall supersede the procedures contained in Section 3319.111, Ohio Revised Code or any other conflicting Board policies.

1. In the case of a short-term absence of a teacher being evaluated [ten (10) working days or fewer] the evaluation process timelines may be extended by the number of days equal to the days of absence. In the case of either an evaluatee's or evaluator's long-term absence, the evaluator's replacement shall continue the evaluation process and timelines may be extended by mutual agreement of the evaluator and evaluate, with notification to the NREA President. If no mutual agreement is reached, the Association President and the Superintendent or his/her designee shall mutually establish new evaluation timelines. Without his/her consent, no teacher shall be observed/evaluated on the day he/she returns from an absence of three (3) days or more. For teachers on a long term absence (*i.e.*, parental leave, etc.) for more than fifty-percent (50%) of any school year, the OTES/SGM/OSCES reported to the state will not be used in calculations to determine effectiveness ratings for purposes of a reduction in force. Instead, the teacher will be given the option of utilizing either:

a. Current data, if available; or
b. An average of the last 3 years of teacher ratings.

B. The Evaluation Committee will meet at least annually during the school year for the purpose of making recommendations to the Board for revisions to the standards-based teacher evaluation policy and to recommend changes to the procedures for non-OTES/OSCES employees to the Board and NREA.

C. The Committee will consist of the Association President, Superintendent or his/her designee, and a teacher appointed by the NREA from each school building and an administrator from each school building, assigned by the Superintendent.

ARTICLE 9

REDUCTION IN FORCE

A. The Board may make a reasonable reduction in the certificated/licensed staff for the reasons set forth in Ohio Revised Code Section 3319.17.

B. When the Board determines that it is necessary to reduce teachers for one or more of the above reasons, the following procedures shall apply:

1. Attrition

   To the extent possible, the number of teachers affected by a reduction in force will be kept to a minimum by not employing replacements for teachers who retire or resign or whose limited contracts are not renewed for performance reasons.

2. Reduction Other than by Attrition/Effect of Seniority:

   a. To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for performance reasons, reductions will be achieved by suspension of contracts. Suspension of contract means that a teacher will be placed in an inactive state of employment from an active state of employment. A teacher whose contract will be suspended shall, if reasonably possible, be notified of such suspension by April 30, but in no event less than thirty (30) days prior to the suspension.

   b. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. The application of the term "comparable" as applied to teacher evaluations, shall occur pursuant to the Board adopted, standards-based teacher and/or school counselor evaluation policies defining that term. For teachers with two (2) or more years of service with the District, "ineffective" in this context means that the teacher has an ineffective rating in the year of the reduction and at least one prior ineffective rating. Teachers holding limited contracts in an area of licensure/certification shall be reduced prior to reducing teachers holding continuing contracts in an area of licensure/certification.

   c. For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES/OSCES teachers), comparability of evaluations will be determined by totaling the values of each specific level of performance area and dividing that number

by the total number of areas. The subsequent number will be used to determine comparability. In all cases, decisions will not be arbitrary or capricious.

d. In those instances where seniority is involved (*i.e.,* when selecting from teachers with comparable evaluations), the following procedures will apply:

1. Whenever suspension of a teacher's contract is necessary, seniority and areas of certification shall be the exclusive criteria in determining such suspensions. The contract of teachers with limited contracts shall be suspended before the contracts of teachers with continuing contracts.

2. Each teacher shall be placed on the seniority lists in each of the teaching fields in which the teacher is certificated/licensed, except that Individual/Small Group Instructors (formerly tutors) shall be placed only on a separate seniority list for Small Group Instructors. If an Individual/Small Group Instructor moves into another bargaining unit position, his/her seniority shall be transferred with him/her. For purposes of advancement on the seniority list, a teacher or Individual/Small Group Instructor shall be granted a year of experience only if employed for a minimum of one hundred twenty (120) days in each school year, with each day consisting of at least three and one-half (3-1/2) hours.

3. Seniority shall be determined by the length of continuous service in the North Royalton City Schools. Among those with the same length of continuous service, seniority shall be determined by:

(a) The date of the Board meeting in which the teacher was hired; and then by

(b) The date the teacher signed a limited contract upon initial employment with the North Royalton Board; and then by

(c) The date on which the teacher submitted the first completed job application within the two (2) year period preceding the effective date of the teacher's first teaching contract with the North Royalton Board of Education, if the date is available.

e. Length of continuous service shall not be interrupted by authorized leaves of absence; however, when a teacher leaves, resigns, and then returns to the system, that teacher loses his/her seniority. A teacher taking a leave of absence returns with the same seniority with which he/she left.

f. Seniority Lists: At least sixty (60) days before the effective date of the proposed reduction in teachers, the Association President shall receive in writing a list of all teachers, by seniority, in each category of certification/licensure.

g. Recall Lists: At least fifteen (15) days before the Board meeting at which the action is to be taken and after each teacher affected is informed by the Board, the list of teachers whose contracts are recommended for suspension will be provided to the Association President. This list shall constitute the Recall List.

C. Recall

1. A teacher whose name appears on the Recall List shall be returned to active employment when a vacancy becomes available for which he/she is certificated/licensed or becomes certificated/licensed while on the Recall List.

2 Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between members with comparable evaluations. When selecting among members with comparable evaluations, bargaining unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are licensed/certificated. Teachers with continuing contracts shall be returned to active service before teachers with limited contracts.

3. No new teachers will be employed by the Board while there are teachers on the Recall List who are certificated/licensed for any vacancy in a teaching position.

4. If a teaching vacancy occurs, that vacancy shall be filled by recalling certificated/licensed teacher for the vacant position as set forth above. If no teachers on the teacher Recall List are certificated/licensed for the position, the vacancy shall then be filled, at the Superintendent's discretion, either by transferring a currently employed Individual/Small Group Instructor to fill the vacancy, or by recalling an Individual/Small Group Instructor on the Individual/Small Group Instructor Recall List who is certificated/licensed for the vacant position.

5. If a Small Group Instructor vacancy occurs and there are no Small Group Instructors on the Small Group Instructor Recall List but there are teachers on the teacher Recall List who are certificated/licensed for the position, a teacher Recall List shall be recalled to the Small Group Instructor vacancy in accordance with the above. A teacher who is recalled to a Small Group Instructor vacancy under this provision shall nevertheless remain on the teacher Recall List to be available for recall to a subsequent teacher vacancy which may occur.

6. In the event a vacancy(ies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher by certified letter addressed to the teacher's address on file in the Personnel Office. It shall be the responsibility of each teacher to notify the Board of any change in address.

7. If a teacher fails to accept full-time active employment status by certified mail or in person within fifteen (15) days, excluding Saturdays, Sundays and holidays, from the date said notification was received, said teacher shall be considered to have declined said offer and shall be removed from the Recall List.

8. A teacher on the Recall List shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said teacher enjoyed at the time of suspension. A teacher on the Recall List who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.

9. A teacher's name shall remain on the Recall List for two (2) years following the date he/she is first placed on the List, unless removed earlier for reasons set forth in this Article.

10. A teacher on the recall list may refuse a substitute position or a position of fewer hours than he/she previously held and still remain on the Recall List.

D. Teacher Re-location

The administration will assist all teachers affected by RIF procedures in obtaining teaching positions in other school districts by actively seeking vacancies, forwarding credentials, writing letters of recommendation, and any other assistance possible.

E. Provisions Relating to Teachers Employed Specifically for Non-Public Assignments

The employment of those teachers employed specifically for assignment to non-public schools, who are paid from "pass through" funds received by the Board for that purpose from the State Department of Education, shall be subject to the needs and preferences of the administration of the non-public school to which they are assigned. In the event the Board is advised in writing by the administration of the non-public school that the services of a teacher assigned to that non-public school are no longer needed, the contract of such teacher shall be suspended and he/she shall be placed on a Recall List. Teachers whose contracts are suspended under the provisions of this section shall have all rights under this Article, except that recall shall be only to a position for assignment to a non-public school.

ARTICLE 10

TEACHER TERMINATION, NON-RENEWAL, AND CONTINUING CONTRACT

A. Limited Contracts

Teachers not employed under a continuing contract will be employed under a one-year limited teaching contract.

B. Non-renewal of Limited Contracts

The Board, upon recommendation of the Superintendent, may elect not to renew a teacher's limited contract, including an extended limited contract; however, no teacher shall be non-renewed in an arbitrary and/or capricious manner. The provisions of Ohio Revised Code Section 3319.11 shall govern the procedures to be followed for the non-renewal of employee limited contracts, including extended limited contracts. The circumstances of and the procedures followed in the non-renewal of limited contracts, including extended limited contracts, shall not be the subject of any grievance, it being expressly understood that the remedies set forth in Revised Code Section 3319.11 are exclusive.

C. Eligibility for Continuing Contracts

Teachers eligible for continuing contract consideration must notify the Superintendent in writing on or before September 30th of the school year in which the employee becomes eligible in order to be considered for issuance of a continuing contract in that school year. An employee who does not notify the Superintendent on or before September 30th will not be eligible for continuing contract consideration until the following school year. The teacher must have on file by March 1 of the school year of tenure eligibility the documentation set forth on the "Continuing Contract (Tenure) Application" set forth in Appendix C.

D. Extended Limited Teaching Contracts

In the event the Superintendent believes an extended limited teaching contract (not to exceed one year) is warranted for an employee who is otherwise eligible for a continuing contract, the employee will receive written notice at leave five (5) working days prior to any Board action along with reasons directed at professional improvement. The Board must act on an extended limited contract and the reasons directed at professional improvement must be given to the employee on or before June 1. The parties agree that this procedure replaces and supersedes the procedures under Section 3319.11 (C) of the Ohio Revised Code and the Board may therefore issue an extended limited teaching contract upon the Superintendent's recommendation without first entertaining a recommendation for a continuing contract. Upon subsequent reemployment of the employee after the expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the employee written notice of its affirmative action on the extended limited contract on or before June 1, the employee is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The employee is presumed to have accepted employment under such continuing contract unless the employee has notified the Board in writing to the contrary on or before June 1, and a continuing contract shall be executed accordingly.

E. Teacher Termination

The termination of an existing contract shall be exclusively in accordance with applicable statutes and shall not be subject to the grievance procedure of this Agreement.

ARTICLE 11

VACANCIES, TRANSFERS, AND JOB SHARING

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers.

1. Requests by a teacher for transfer to a different class, building or position shall be made in writing, on a form furnished by the Board, to be distributed on or about March 15th of each year. The application shall set forth the school and grade or position sought. Such requests will remain valid for one (1) year or until withdrawn by the teacher within that year.

2. An involuntary transfer will conform to the procedures of Article 21, Section C.

B. A vacancy shall be defined for purposes of this Agreement as a position previously held by a teacher or when a new position is created.

C. When the Board determines to fill a vacancy, including administrative vacancies, the vacancy shall be posted in each building and the identical posting shall be placed on the District website for five (5) days. Notice of vacancies shall be sent to each teacher with the Superintendent's August "Welcome Back" letter.

D. Whenever a vacancy arises or is anticipated, the Superintendent or his/her designee shall promptly notify teachers who have expressed an interest in said position or a similar position. If school is not in session, teachers so notified shall have the responsibility of contacting the Superintendent or his/her designee indicating their interest in said position within five (5) calendar days of receiving such notification.

E. Any teacher who notifies the Superintendent or his/her designee that he/she is interested in a position shall be considered for that position.

F. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant.

G. When a new building is opened, teachers presently teaching the grade levels that will be housed in the new building shall be given first consideration to be transferred to that new building (1) before other transfer requests are considered and (2) before teachers outside the system are employed in that building.

H. The Superintendent or designee will meet and confer with affected teachers and the Association President with regard to any pilot and/or experimental programs which may result in reassignment of teachers. At such meeting(s), the Superintendent or designee will explain the teaching position ramifications when the pilot and/or experimental program is completed.

I. When there is a bargaining unit vacancy, any teacher who is properly certificated/licensed for the vacancy and applies for it either via posting or intent form shall receive a notice of consideration.

J. Job sharing shall refer to a voluntary option available for teachers, subject to the prior approval of the Superintendent, to share one full-time position.

1. Teachers shall assume responsibility for finding job sharing partners. No teacher shall be required to job share.

2. Partnerships must be formed by June 1st.

3. Each teacher shall acquire one (1) year seniority for each year of job sharing worked.

4. A job sharing partnership shall last one (1) school year.

5. Upon dissolution of the job sharing partnership, each job sharing teacher shall be guaranteed a full-time position in the school from which he/she left if a position is available in that school. If a position is not available in his/her previous school, he/she shall be given a full-time position for which he/she is certificated/licensed within the School District.

6. Due to the nature of job sharing, such arrangements will not always reflect an exact 50% split of responsibilities. Consequently, job sharing approved by the Superintendent may assign varying percentages reflecting the ratio of the regular workday served by the participants for purposes of determining salary and benefits. In no event shall the Board be required to incur more than 100% of the cost of one (1) full-time teacher, both in salary and benefits. It is further understood that, due to the need for coordination of educational programming, etc., the actual amount of the work day needed to facilitate a successful job share may exceed the percentage assigned by the Superintendent for pay and benefits and the amount of the work day shall be agreed upon in writing at the time the job share is approved.

7. In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid the appropriate prorated amount at the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.

8. A written grading philosophy and discipline standard in compliance with existing policies will be agreed upon by the participants and the building principal. Said philosophy and standard will be kept on file in the Principal's office, and distributed and discussed with parents within the first three (3) weeks after the start of school. The same holds true for new subjects.

9. Equity of work load/time on duty will be attempted at all times by all participants concerned. A schedule will be determined and agreed upon before the building schedule is finalized. Teachers and building principal will meet to discuss room assignment, scheduling, supplies, etc. as soon as said items are determined.

10. Both teachers will be present for Open House and evening conferences. Teachers will work their regular day on in-service and conference days.

ARTICLE 12

COMMUNICATIONS

A. Communications Forum

The Board and the NREA agree to create a Communications Forum to foster open communication, teamwork, and a positive working relationship. The value of the committee is for collaborating, communicating, and problem-solving district issues and/or initiatives. The NREA and administration agree to seek training to enhance the effectiveness of the committee.

Members of the Communications Forum will include the Superintendent and up to five (5) members of the administration appointed by the administration, the NREA President and Vice President, one NREA representative per building appointed by the NREA President, and the OEA Labor Relations Consultant. Additional participants may be added for discussion on specific topics through invitation by mutual agreement.

1. The Communications Forum shall operate under the adopted guidelines. Additional guidelines listed below which may be supplemented and/or revised upon mutual agreement of the NREA President and Superintendent.

    a. There shall be an agenda for each meeting set by mutual agreement of the parties.

    b. The parties will strive to reach mutual agreement on all matters discussed.

    c. Open and honest communication by all participants is necessary.

    d. Minutes are taken by a secretary/administrative assistant, or a Communications Forum team member, reviewed, and edited by the NREA President/designee and the Superintendent/designee; and the agreed-upon minutes will be distributed to every teacher and administrator.

    e. Active grievances are not proper topics. However, topics that could lead to a grievance may be discussed.

    f. In order to foster open and candid discussion of the issues, the Administration and the NREA agree that neither statements made during Communications Forum nor the minutes of meetings will be presented in any other forum (grievance, litigation, etc.) and will not be admissible in any such actions between the parties.

    g. Contract negotiations will not occur at these meetings.

    h. The Communications Forum will review and summarize resolved issues and actions at the end of each year.

i. Each year, on or before August 31, the Superintendent and NREA President shall set the yearly schedule of meetings.

j. The Forum will meet every other month beginning in September. The meetings will begin at 2:30 unless otherwise mutually agreed between the Superintendent and the NREA President. Additional meetings may be scheduled by mutual agreement between the Superintendent and the NREA President or designee.

k. The Forum will be cancelled or the meeting time changed or modified by mutual agreement of the NREA President and the Superintendent.

l. At its first meeting of the year, the Forum agenda will include discussion of the ensuing year's calendar. The Superintendent will create sample/draft calendars as a starting point for discussion. NREA will seek input from bargaining unit members and provide the information to the Communications Forum prior to a recommendation by the Superintendent to the Board.

m. Building issues shall be addressed by the Principal's Communication Committees (Paragraph B, below) before being brought to the Communication Forum. Exceptions may be made through mutual agreement of the Superintendent and NREA President.

B. Principal's Communication Committee

1. A principal's communications committee will be formed in each building, and will meet regularly each month during the school year. Additional meetings may be scheduled upon request to the principal.

2. The principal shall be a member of the committee.

3. Each committee will consist of not fewer than two (2) elected members of the building teaching staff.

4. Dates and times of regular monthly meetings will be distributed to all teaching staff twenty-four (24) hours in advance, therefore, affording all staff the opportunity to place items on the agenda.

5. The committee is advisory only. Building concerns, rules, procedures and other similar matters or proposed changes thereof shall be proper subjects for committee consideration.

6. Student discipline shall be a proper subject to this committee and the committee shall address but not be limited to the following:

    a. The Student Code of Conduct.
    b. Suspension and Expulsion definitions.
    c. Emergency removals as delineated in Ohio Revised Code.
    d. Attendance procedures within respective levels.
    e. Uniformity of enforcement within the respective levels.

7. Administrator's minutes will be emailed out to the staff and central office administrators after review of the minutes by a designated committee member(s) after each meeting. The minutes shall include agenda items and administrative responses.

ARTICLE 13

EXTRA-CURRICULAR ACTIVITIES

Participation in school-community activities on the part of teachers will indicate to the community that teachers have a sincere interest in the entire school program and student body. Therefore, for better school-community relations, teachers are urged to attend as many school-community activities as possible in the time that they can utilize.

ARTICLE 14

FACULTY MEETINGS AND PROFESSIONAL STAFF DEVELOPMENT

A. Faculty Meetings

Faculty meetings may be scheduled by the administration as needed, within reasonable limits. No more than fifteen (15) meetings in each building will be scheduled per year, and meetings will be limited to a maximum of one and one-half (1-1/2) hours in length. Voluntary committee and/or subcommittee meetings are not included in this limitation.

B. Professional Staff Development

1. The Board will attempt to contract for specific college courses, on site; Board will pay cost for individuals if no salary schedule credit is available; individuals to pay for their costs if salary schedule credit is available.

2. Recognizing that education is a highly skilled profession and further recognizing that advances do occur in educational technology and teaching methods, it is expected that the teachers continue to advance and improve their professional backgrounds and skills by participating in professional growth experiences. Examples of these experiences could include college credit, workshops, seminars, etc. The details will be determined by the North Royalton Professional Development Committee.

ARTICLE 15

PROFESSIONAL ORGANIZATIONS

The Association will encourage its members to actively participate in the professional subject discipline areas of their major teaching assignments, particularly as they pertain to curriculum improvement.

ARTICLE 16

DEPARTMENT CHAIRPERSONS

Whenever possible, high school department chairpersons should be selected from teachers presently active within the department. A teacher with a full-time teaching assignment in the department will serve as department chairperson. Vacancies for Department Chairpersons will be posted and interested employees will be interviewed. All interested teachers with full-time assignments in a department will be interviewed for the position. Following the interviews of each interested teacher, one (1) will be selected by the building principal. High school departments with fewer than three (3) teachers will be represented by one (1) designated teacher in all department chairperson meetings. Department chairpersons will be relieved of certain duties at the high school as set forth in Article 25, Paragraph C.5.

ARTICLE 17

STUDENT DISCIPLINE

Provisions for student discipline as determined by Board policy shall be included in the Handbooks (Rules and Regulations) for each building.

ARTICLE 18

LEAVE POLICIES

A. General

1. A teacher who has been granted a leave of absence will be restored to service at the end of that leave.

2. All teachers on an unpaid leave of absence shall have the option to continue medical and prescription drug benefits under the COBRA provision at the teacher's expense.

3. As used in this Article, "same position" does not necessarily mean the same room, class schedule or grade level.

4. A teacher on leave of absence does not lose his/her seniority, but returns with the same seniority with which he/she left and shall be placed on the appropriate step of the salary schedule.

B. Personal Leave

1. Three (3) days of non-cumulative personal leave per school year will be granted to each teacher upon filing proper documentation and may be used for personal business which cannot be attended to at other than normal work hours. Such leave may not be utilized for gainful employment.

2. In the absence of an emergency or extenuating reason(s), personal leave will not be allowed in the following instances:

    a. the first day of school
    b. the last day of school
    c. in-service/professional development days as listed on school calendar
    d. open house

    Examples of qualifying emergencies and/or extenuating reasons relative to these dates would include, but not be limited to, religious holidays of the individual's faith requiring total abstinence from work, military ceremonies in immediate family and moving a son or daughter into college, etc.

3. A maximum of five percent (5%) of the teaching staff may use personal leave on the same day, except from the beginning of May through the end of the school year and on the work day immediately prior to or following holidays included in the school calendar, vacation periods, or other days of teacher non-attendance, including weekends contiguous to any of the above, wherein the maximum will be reduced to four percent (4%) of the teaching staff. Additional teachers may use personal leave with the prior approval of the Superintendent or his/her designee. For purposes of computing the percentages above, “teaching staff” does not include those bargaining unit members whose absences do not typically require a substitute as determined by the administration.

4. Except in case of emergency, bargaining unit members shall give a minimum of forty-eight (48) hours advance notice of their intent to use personal leave.

5. Prior approval for additional personal leave from the principal and the Superintendent or his/her designee is mandatory.

6. Personal leave may be used in half day increments.

7. The three (3) days of non-cumulative personal leave shall be prorated for teachers hired or returning from approved unpaid leaves on a date occurring after the beginning of any school year as follows: teachers hired or returning before the end of the first nine week grading period will be granted three (3) personal days. Teachers hired or returning after the end of the first nine week grading period but before the end of the second will be granted two (2) personal days; teachers hired or returning after the end of the second nine week grading period but before the end of the third will be granted one (1) personal day; and teachers hired or returning at any time after the end of the third nine week grading period will not be eligible for personal leave.

8. Unused personal leave will be converted to sick leave.

C. Sabbatical Leave

1. Subject to the provisions of Section 3319.131, Ohio Revised Code, sabbatical leave for study and research at or in conjunction with an accredited university or recognized institution such as a governmental agency may be granted by the Board to teachers who have completed at least five (5) years of service in North Royalton.

2. The Board shall grant leave to no more than two percent (2%) of the teachers at any one time.

3. Sabbatical leave may not be granted to a teacher more often than once every five (5) years of service, nor may such leave be granted a second time to the same teacher when other teachers have filed a request for such leave.

4. A teacher who is granted a sabbatical leave will be required to return to the staff of the North Royalton City Schools for at least one (1) year. Failure to return for at least one (1) year will result in an immediate forfeiture of any funds paid to a teacher for sabbatical leave as provided herein unless the teacher dies or qualifies for disability retirement. This restriction shall not apply to teachers with twenty-five (25) years or more of teaching in Ohio schools.

5. A sabbatical leave may be granted for one semester, one full year, or for the last semester of one year and the first semester of the following year. Each teacher on leave shall receive a salary equal to the difference between his/her expected salary and that of his/her substitute, assuming such expected salary is greater than that paid to the substitute. Teaching credit shall be given the same as if the teacher on sabbatical was teaching in the system. The teacher on sabbatical may continue at his/her cost, all fringe benefits at the group rate.

6. Upon return from sabbatical leave, the teacher shall be entitled to reinstatement to the same position held prior to the leave, or if that position is no longer in existence, to a substantially equivalent position. If the sabbatical leave is for the last semester of one year and the first semester of the following year, the teacher shall be entitled to reinstatement to the same or substantially equivalent position.

7. Application for sabbatical leave shall be made in writing to the Superintendent not later than March 15th or October 15th, preceding the school term within which the leave is desired. The application shall include a plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the school system.

D. Parental Leave

Any teacher, upon the occasion of a parental leave event [*i.e.,* adopting a child under the age of six (6), or becoming a parent by childbirth, or becoming a custodial guardian of a child under the age of six (6)], shall be, upon request and on the conditions set forth below, granted a parental leave of absence without pay or benefits.

1. Leave Rights

Parental leave, beginning on or before May 1st, shall be for the remainder of that school year, or for the remainder of that semester, or for the remainder of that marking period and may be extended upon timely application made by the teacher to the Personnel office for an additional adjacent semester or school year as set forth below. For parental leave events occurring after May 1st in any school year, such teachers are eligible for parental leave for the subsequent school year and the following adjacent school year, provided that proper notifications are given in accordance with this section.

2. Initial Application for Leave

a. Requests for initial parental leave shall be filed with the Personnel office at least thirty (30) calendar days prior to the beginning of requested leave unless (in the case of adoption or unusual conditions) it is impossible to do so. If the thirty (30) day notice cannot be given, it is the teacher's responsibility to notify the Personnel office as soon as possible. The initial application for parental leave shall be in writing, and shall contain a statement of the expected date of birth or, in the case of adoption or the date of obtaining custody, the date on which the leave is to commence and the date the teacher anticipates return to service. Parental leave must begin no later than six (6) weeks after the birth (or at the beginning of the school year if the parental leave event occurs during the summer but at least six (6) weeks before the beginning of the school year), obtaining custody in an adoption, or becoming a custodial guardian, or at the expiration of any authorized sick leave relating to such parental leave event. Leave for each parental leave event including extensions is continuous and once granted, may not be interrupted by a return to paid status.

b. Such return date shall be the beginning of a marking period unless the teacher makes a mutual agreement with the Superintendent to return at a different time. If a teacher would like to return other than at the beginning of the next succeeding school year, semester, or marking period, upon the teacher's request the Superintendent or his/her designee shall meet with the teacher to discuss the possible return date.

3. Extension of Leave

a. To be timely, an application for an extension of parental leave into the adjacent school year must be made by May 1st for any teacher who is on such leave on or before that date. For teachers with parental leave events occurring after May 1st who take initial parental leave the adjacent school year, the May 1st deadline refers to May 1st of that initial year of parental leave for extensions of that leave into the following year. In any other circumstance, a request for an extension of leave must be made as soon as possible, but in no case later than thirty (30) days prior to the beginning of the adjacent semester or school year for which the extension is sought.

b. A parental leave multiple event, such as the birth of twins, the adoption or obtaining custody of two or more children under the age of six (6), will be deemed as a single parental leave event for purposes of this section.

c. Teachers on parental leave who experience an additional parental leave event while on such leave may extend parental leave for the additional adjacent school year. Application for this extension should be made as soon as possible, but no later than forty-five (45) days before this extension is to begin.

4. Reinstatement Rights

Upon return from an approved parental leave at the time set forth in the application, a teacher shall be returned to his/her exact position if the return is during the same school year that the leave was taken unless the return is at the beginning of the fourth marking period. If the return is at the beginning of the fourth marking period, return to the teacher's exact position is not guaranteed, although return to a position is guaranteed. If the return is not during the same school year, the teacher shall be returned to the same or a substantially equivalent position for which the teacher holds a valid, unexpired certificate/license.

5. Paid Adoption Leave

In addition to the above, bargaining unit members adopting a child under the age of two (2) will be permitted to access accumulated sick leave for a period of up to six (6) weeks upon gaining custody of the child. Bargaining unit members adopting a child over the age of two (2) will be permitted to access accumulated sick leave for a period of up to ten (10) days upon gaining custody of the child.

E. Sick Leave

1. Teachers may accumulate an unlimited number of days of sick leave at the rate of one and one-quarter (1-1/4) per month. Sick leave may be used for absence due to personal illness or injury, illness or disability related to pregnancy, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family where the teacher is a required caregiver during his/her regular work hours. Sick leave may also be used to attend the funeral of a friend or a relative other than immediate family. There will be no limitation on the use of sick leave for illness or death in the immediate family. “Immediate family” means an employee’s spouse or significant other (“significant other” as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

2. Teachers new to the District or those who have exhausted his/her sick leave shall be advanced up to five (5) days of sick leave, to be charged against sick leave subsequently earned. In the event a teacher who has been advanced sick leave under this section leaves paid employment status with the Board prior to having earned the sick leave previously advanced, such teacher shall reimburse the Board for the unearned sick leave advanced under this section, to be repaid through deduction from the final paycheck. If the final paycheck is insufficient, the teacher shall reimburse the Board. The advanced sick leave shall be charged against future accumulated sick leave at the rate of one and one-quarter (1-1/4) days per month.

F. Teacher Assault Protection

1. Pursuant to and in accordance with Section 3319.143, Ohio Revised Code, assault leave shall be granted to a teacher who is absent from his/her assigned duties because of injury resulting from an assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141, Ohio Revised Code, or leave granted under rules adopted by the North Royalton Board of Education pursuant to Section 3319.08, Ohio Revised Code. Said teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence.

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

   a. The incident, resulting in the absence of the teacher, must have occurred on Board premises during the course of employment with the North Royalton Board of Education or while in attendance at an official school function, paid or unpaid, and during the contractual year.

   b. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, any teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate superior.

   c. 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.

   d. A teacher shall not qualify for payment of used assault leave until the Assault Leave Form (see Appendix A) has been submitted.

   e. Said teacher shall not be permitted to accrue assault leave.

   f. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault or at the rate for which the teacher may become eligible in accordance with the Ohio Revised Code. Pay would include supplementary contract amounts.

   g. Payment shall be discontinued when the teacher elects to retire.

   h. Any teacher seeking assault leave may be required by the District to file juvenile or criminal charges against the person(s) making the assault, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken against the offender.

   i. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment under Section 3319.16, Ohio Revised Code.

G. Jury Duty/Court Leave

1. Any teacher of the North Royalton City School District called for jury duty or subpoenaed shall notify his/her principal or supervisor and the Superintendent at the earliest possible time. Such notification should indicate the court assignment and probable duration of the duty.

2. Teachers who serve as a juror or are involuntarily summoned or subpoenaed by a court shall be granted leave without loss of pay or other emoluments for days covered by the summons, subpoena or jury duty. The teacher shall not be required to remit any compensation for jury duty to the Board. A teacher who is summoned or subpoenaed shall submit a copy of said summons or subpoena to the HR department. Each teacher shall follow the normal procedures in securing a substitute.

3. Teachers will be released with pay if subpoenaed as a witness in a matter related to the member's employment and/or assigned/directed by the administration to appear in court on behalf of the District. This leave may not be accessed in cases where the teacher is a plaintiff in an action against the Board or in cases not related to the member's employment with the District where the teacher is a party to the litigation.

H. Unpaid Long-term Leave of Absence

Upon written request from a teacher, the Board may grant an unpaid leave of absence for a period of not more than two (2) consecutive school years for educational, professional, or other purposes, and the Board shall grant such leave where illness or disability is the reason for the request.

I. Professional Leave

1. Teachers, upon the prior approval of the Superintendent or his/her designee may be granted a maximum of five (5) days per school year to attend professional meetings or conferences.

2. The following expenses shall be reimbursed upon submission of the appropriate form:

   a. Travel at the IRS mileage rate in effect at the time of the travel, or air coach fare, whichever is less;

   b. Registration fees;

   c. Lodging expenses;

   d. Actual cost of meals to a maximum of $50 per day;

   e. Other necessary expenses if approved.

3. Expenses will be reimbursed only upon presentation of receipts.

4. Upon request the Board will advance the cost of airfare and/or registration fees in excess of $50.

J. Family and Medical Leave

1. The Board shall provide Family and Medical Leave Act (FMLA) leave in accordance with federal law and its implementing regulations. Each eligible teacher is entitled to up to twelve (12) weeks of FMLA leave in any twelve (12)-month period. The twelve (12)-month period is measured forward from the date a teacher's first FMLA leave begins.

2. To be eligible for FMLA leave, the teacher has to have been working for the Board at least twelve (12) months before the leave request and must have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA leave.

3. The reasons for which a teacher can use FMLA leave are: (1) the birth of a teacher's child and to care for the child up to age one; (2) the placement of a child with a teacher for adoption or foster care, up to a twelve (12) month period after the placement; (3) to care for the spouse, child, or parent of a teacher when that family member has a serious health condition; and (4) the teacher's inability to perform the functions of the position because of the teacher's own serious health condition and (5) any "qualifying exigency" that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12 month period" to care for a covered service member with a serious injury or illness.

4. FMLA leave is an unpaid leave; however, the Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, vision, and life insurance.

5. The teacher shall not accrue seniority, sick leave, or any other employment benefit during the unpaid FMLA leave.

6. The Board shall require that paid sick leave taken under this Article of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the teacher had been notified by the Superintendent or designee while on paid sick leave that this leave would be counted as FMLA leave. If the teacher believes the Board is incorrectly substituting paid sick leave for FMLA leave, the teacher has fifteen (15) work days to inform the Superintendent or designee that the leave has been incorrectly substituted.

7. In the office of each school building there shall be a Family and Medical Leave Act handbook that explains more fully the Family and Medical Leave Act.

ARTICLE 19

DONATION OF SICK LEAVE

A. If a teacher is currently absent for thirty (30) consecutive days or more due to a catastrophic or long-term illness or accident of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another teacher may donate up to five (5) days of his/her accumulated sick leave to the absent teacher. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent.

B. No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one school year. This thirty (30) day limit may be extended in extraordinary circumstances at the discretion of the Superintendent after meeting with the NREA President to discuss the request.

C. Donation of sick days shall be initiated by a teacher on a form furnished by the Treasurer, no later than the pay period within which the sick leave of the absent teacher is exhausted.

D. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher. Donated sick leave shall be considered as sick leave used for purposes of merit incentive for attendance payments.

E. Upon request for sick days donation, the Superintendent shall meet with the Association President to discuss eligibility of the claim on the teacher's behalf.

ARTICLE 20

PERFORMANCE ENHANCEMENT PLANS

A. In addition to professional growth plans and improvement plans as set forth in the Board's standards-based teacher/counselor evaluation policies (Teacher Evaluation System, Appendix D), employees may be provided professional assistance and feedback through a performance enhancement plan if it is determined by the employee's administrator/evaluator that there is noted deficiency in any individual component of the evaluation systems or if the teacher is under consideration for non-renewal, or performance-based termination by the administrator/evaluator.

B. The performance enhancement plan will be collaboratively developed with the employee, the administrator/evaluator, and the NREA President or designee. The plan will include objectives and measurable goals as well as resources and assistance available. The plan will include periodic check-ins with the employee's administrator/evaluator to discuss progress on the plan.

C. The plan will remain in effect until the employee is notified that the performance issue has satisfactorily improved and/or objectives and goals have been met.

D. Nothing in the Article will be deemed to prevent the Board from exercising its right to non-renew a limited contract teacher in accordance with law and the terms of this Agreement.

ARTICLE 21

TEACHER CONTRACTS

A. The negotiated Agreement is to be made a part of the contract and salary agreement of each teacher.

B. The duties and specific assignments and all other negotiated agreements that have not been superseded by later negotiations are to be a part of each teacher contract including paid extracurricular assignments made during the school year.

C. Teachers shall annually (by May 30th) receive a statement of assignment that shall include the grade or grades to be taught, subject or subjects to be taught (to correspond with the teacher's certification/licensure), and building or buildings where the teacher shall teach.

1. Amended assignments may be given between May 30th and August 5th with the consent of the teacher concerned.

2. Amended assignments may be given after August 5th only with the consent of the teacher concerned. If no teacher will consent, assignment shall be made as follows:

    a. The teacher on limited contract with the least seniority will be assigned provided that he/she is certificated/licensed for the position.

b. If no teacher with a limited contract can be found to fill the position, then the teacher on continuing contract with the least seniority will be assigned provided that he/she is certificated/licensed for the position.

D. Each teacher shall annually (by May 30th) receive a salary notice, which shall contain the following:

1. The teacher's annual salary for the designated school year.

2. A statement of the amount of the teacher's per diem rate. The calculation of the teacher's per diem rate, which shall be used for pay loss or compensation, whichever the case may be, shall be based on a fractional part of the base salary based on the number of days in the existing school calendar.

E. Extended Time Contracts

1. Media specialists will be required to serve, at per diem pay, one (1) week before and one (1) week after the regular school year. High School and Middle School Counselors shall be required to work ten (10) days outside of the regular school year. These ten (10) days shall be coordinated with and approved by the building administration. Psychologists will be required to serve, at per diem pay, eighteen (18) days outside of the regular school year, one (1) week before, one (1) week after, and eight (8) additional days as approved by the Director of Pupil Services in consultation with the psychologist. These days must be finalized prior to June 30 for the ensuing contract year and may thereafter be adjusted only by mutual agreement of the teacher and Director of Pupil Services. Elementary (K-4) school counselors will be required to serve, at per diem pay, up to a total of five (5) days in combination before and after the regular school year. These days may be adjusted by mutual agreement of the teacher and building administrator.

2. If additional days are needed (as mutually determined by the administration and the affected media specialist or counselor), such days shall be compensated at the teacher's per diem rate.

3. Service by teachers extending before or after such teacher's regular duty year shall be deemed supplemental duties and shall be set forth in a supplemental contract for one year. Each supplemental contract shall expire on the date stated therein without further notice to the teacher.

F. Definition of "Year of Service Credit"

For a "year of service credit" for purposes of determining eligibility for continuing contract status, a teacher must be employed at least three and one-half (3-1/2) hours per day for a minimum of one hundred twenty (120) days in any school year.

G. The teacher is responsible for notifying his/her building principal and the District central office of impending eligibility for continuing contract (tenure) by September 30th by using Appendix C. This form may be obtained from the building main office, the District central office, or the District's website.

H. Bureau of Criminal Identification & Investigation (B.C.I.I.) and Federal Bureau of Investigation Reports

1. In the event it is necessary for the Board to employ a teacher prior to having received the results of the criminal records investigation, that teacher's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and

Investigation (BCII) and the Federal Bureau of Investigation (FBI) which is not inconsistent with the teacher's answers to questions on the job application. In such event, if a report is subsequently received from the BCII or FBI which is inconsistent with the teacher's answers to questions on the job application, the teacher shall be notified in writing. If the teacher does not deny the accuracy of the BCII and/or FBI report within two (2) working days, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under R.C. 3319.16 to formally terminate such teacher's contract of employment.

2. If the teacher denies the accuracy of the BCII and/or FBI report, the teacher shall immediately be placed on leave without pay or benefits for a period of up to ninety (90) days. If within that period, the Board receives a corrected report from BCII and/or FBI which is not inconsistent with the teacher's answers to questions on the job application, the teacher shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII and/or FBI which is not inconsistent with the teacher's answers to questions on the job application, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under R.C. 3319.16 to formally terminate such teacher's contract of employment.

ARTICLE 22

DISCIPLINARY PROCEDURES

A. Right to Representation

A member of the bargaining unit shall have the right to be represented by an Association representative of his or her choice at any conference with an administrator which he/she reasonably believes may result in disciplinary action. The parties agree to work in good faith to schedule the hearing to accommodate the attendance of the selected Association representative. However, a disciplinary conference shall not be unreasonably delayed due to the unavailability of a specific Association representative.

B. Disciplinary Responses

No teacher shall be disciplined without good and just cause. Disciplinary responses shall be commensurate with the teacher’s offense, and concepts of progressive discipline will be followed where appropriate. Disciplinary action shall be reasonable in view of the offense and administered at the lowest level necessary to prevent future violations from occurring. However, the parties fully recognize that the disciplinary response will be measured in direct relation to the circumstances of the offense.

Disciplinary responses available to the Board include verbal or written reprimands, suspensions with or without pay for up to five (5) days, and termination under Ohio Revised Code. Disciplinary measures may be repeated depending on the circumstances of the infraction. If a member receives a verbal reprimand, the administrator will document in writing that a verbal reprimand has been issued and provide copies to the member, NREA President, and the Director of Human Resources. This documentation shall be signed by the employee, but not be placed in the teacher’s personnel file. If the administrator issues a discipline other than a verbal reprimand, a copy of the imposed discipline will be placed in the teacher’s personnel file.

C. Due Process

For disciplinary measures beyond written reprimand, employees shall be provided with notice of allegations prior to a scheduled meeting and an opportunity to be heard prior to the imposition of such discipline. The notice shall specify that the bargaining unit member is entitled to bring an NREA and/or OEA representative to the meeting. The parties agree to work in good faith to schedule the hearing to accommodate the attendance of the Board and NREA/OEA representatives. At this hearing the bargaining unit member shall have the right to review the evidence against them and respond to the allegations.

Following the hearing the bargaining unit member and representative will be advised in writing of any discipline to be imposed.

Nothing herein shall be interpreted to relieve the Board from any obligations it may have under law relative to termination, nor limit the right of employees to challenge disciplinary actions to the extent provided in this Agreement.

In any grievance of a disciplinary action, prior to moving to arbitration, the parties agree to meet in good faith to discuss the prospect of utilizing grievance mediation through the Federal Mediation and Conciliation Service (FMCS). If mediation is mutually agreed upon, the grievance process will be held in abeyance pending the outcome of any scheduled mediation. In accordance with FMCS rules, the parties acknowledge that anything occurring or emanating from the proceedings of any such mediation will be inadmissible should the grievance move to arbitration.

D. Privacy of Proceedings

Disciplinary actions shall be administered privately in the presence of appropriate personnel.

E. Termination – Ohio Revised Code 3319.16

As set forth in Article 10, termination shall be in accordance with Ohio Revised Code 3319.16 and any other relevant Code sections and not subject to the Grievance Procedures set forth herein.

F. Notification of ODE Report

If at any time a bargaining unit member receives notification that a report regarding that employee has been filed by the Superintendent with the Ohio Department of Education, Office of Professional Conduct, the employee or the employee representative may request and be provided a copy of such report to the extent permitted by law.

ARTICLE 23

FILING AND MAINTENANCE OF CERTIFICATES/LICENSES

A. Teachers shall be responsible for filing with the Superintendent or his/her designee all certificates/licenses issued to the teacher by the Ohio Department of Education within fifteen (15) days of receipt of such certificates/licenses. No right or privilege shall be asserted by a teacher by reason of any certificate/license not filed by the teacher as provided herein.

B. All teachers shall keep current and file with the Superintendent or his/her designee all teaching certificates/licenses held at the time of initial employment by the Board. If a teacher before August, 2006, has permitted a certificate(s)/license(s) to expire without renewal, placement on the seniority

list is waived for that area(s) of certification/licensure. It shall be the responsibility of each teacher to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license as herein provided.

ARTICLE 24

CLASS SIZE

A. The Board and Association agree on the importance of maintaining effective class sizes which promote a better learning environment.

B. In the Elementary School (Grades K-4), class sizes will be monitored and specifically addressed as needed. At any time actual class sizes in at least four (4) or more classes per grade level in grades K-1 exceed the ratio of 23:1 or in grades 2-4, the ratio of 25:1 (remedial services specialists and intervention specialists are not included in this calculation), a Class Size Response Group will be convened. At that time, a voluntary committee will be established with representatives selected by the NREA, including representatives from the affected grade level(s), who will meet promptly with the Superintendent and his/her designees, including Elementary School administrator(s), to identify and assess issues, identify desired outcomes to be achieved, engage in good faith interest-based problem solving, and review potential interventions and/or adjustments (for example, providing an aide, adding a teacher, providing additional classroom resources, etc.) to achieve the desired outcomes. If and when solutions are identified through a Group consensus, the parties agree that to the extent they propose to alter the terms and conditions of employment, they must be approved by the Association and the Administration and that the Group does not have the authority to negotiate such changes. However, nothing herein shall be deemed to limit the authority of the Board or prevent the Administration in general from taking lawful proactive steps consistent with the intent of this Article to address concerns relating to class size issues. The parties agree that any resulting interventions and/or adjustments shall be reassessed by the Class Size Response Group within six (6) weeks of implementation to consider whether the interventions and /or adjustments are achieving the desired outcomes.

ARTICLE 25

SCHOOL DAY

A. Preschool

1. Seven hour, thirty minute teacher day.

2. Five hour, thirty minute instructional day.

3. The necessity and value of conferences and preparation/planning periods is recognized. The teachers will be available for conferences and will accept them as assigned by the principal and requested by the parents and a record will be kept of scheduled conferences.

4. Teachers will be dismissed on Fridays and days preceding non-student days fifteen (15) minutes after students' departure.

5. Every effort will be made on Mondays to preserve the integrity of the mutually agreed upon evaluation schedule. This schedule will be revisited annually.

6. Any outside professional development that cannot be conducted during the school day, which is necessary for preschool licensing or SUTQ including, but not limited to, first aid and CPR, will be paid at .0007 of the base salary.

7. Registration fees for required preschool licensing coursework (first aid, communicable diseases, child abuse training and SUTQ coursework) will be paid for by the District.

8. Any evaluations, which include (play-based assessments, home visits, multi-factored evaluation meetings or IEP meetings), that occur outside of the school day will be paid at .0007 of the base salary. Administration will make any and all effort to not schedule evaluations outside of the school day.

9. Preschool teachers will have a minimum of two hundred thirty-five (235) minutes per week of conference and preparation/planning time (other than lunch) in which they are not directly involved with pupils. On Mondays, forty five (45) minutes shall be set aside for team time and a sixty (60) minute block of time shall be set aside for teacher conference and planning where no meetings will be scheduled.

B. Elementary

1. Seven hour, thirty minute teacher day.

2. Five hour, thirty minute instructional day.

3. Elementary teachers and specialists will have a minimum of two hundred twenty-five (225) minutes per week of conference and preparation/planning time (other than lunch) during the pupils' school day in which they are not directly involved with pupils. Every effort shall be made to equally distribute this conference and preparation/planning time over a five (5) day period, but no teacher shall have more than one (1) day a week without any of this conference and preparation/planning time.

4. The necessity and value of conferences and preparation/planning periods is recognized. The teachers will be available for conferences and will accept them as assigned by the principal and requested by the parents and a record will be kept of scheduled conferences.

5. Teachers will be dismissed on Fridays and days preceding non-student days fifteen (15) minutes after students' departure.

C. Middle School

1. Seven hour, thirty-minute teacher day.

2. Except as provided in Paragraph 8, below, no teacher in the middle school shall have more than six (6) assignments per day. In addition, each teacher shall have a daily duty for the full year of forty-five (45) minutes (such as hall duty before and after school, study hall duty etc.) plus an additional fifteen (15) minutes daily duty for one semester.

3. Middle School teachers will have a minimum of two hundred (200) minutes per week of conference and preparation/planning time (other than lunch) during the pupils' school day in which they are not directly involved with pupils. Every effort shall be made to equally distribute this conference and preparation/planning time over a five (5) day period, but no teacher shall have more than one (1) day a week without any of this conference and preparation/planning time.

4. The necessity and value of conferences and preparation/planning periods is recognized. Each classroom teacher will be available for conferences at a minimum of one (1) specific planning time during the day.

5. The administration will make every effort to limit daily preparations to no more than three (3). Each teacher will be notified of the number of preparations they will have as soon as possible after completion of the middle school schedule. Any teacher who wishes to resign after July 10th because of more than three (3) preparations shall be guaranteed the right to do so with no reprisals.

6. The necessity and value of conferences and preparation/planning periods is recognized. Each teacher will be available for conferences and will accept them as assigned by the principal and requested by the parents and a record will be kept of scheduled conferences.

7. Teachers will be dismissed on Fridays and days preceding non-student days fifteen (15) minutes after the students' departures.

8. Upon recommendation of the Superintendent, approval of the Board, notification to the Association President, and consent of the teacher, a middle school teacher with more than one (1) year of service may assume an additional teacher assignment in lieu of duty periods at a rate of compensation equal to one-seventh (1/7) of the teacher's contract salary. Upon recommendation of the Superintendent, approval of the Board, notification to the Association President, and consent of the teacher and the Association President, a middle school teacher with more than one (1) year of service may assume an additional teacher assignment in lieu of a segment of their two hundred (200) minutes of conference and preparation/planning time at a rate of compensation equal to one-sixth (1/6) of the teacher's contract salary. The foregoing shall not be construed nor interpreted so as to decrease the number of full-time teachers assigned to the middle school nor used in lieu of adding additional full-time staff.

9. "Split" periods, if any, shall be substantially equal in terms of minutes and any period substitution for a split period during planning and conference and/or duty periods will be paid at the full period substitution rate.

D. <u>High School</u>

1. Seven hour, thirty minute teacher day.

2. Five classes of instruction per day.

3. Homeroom duty included in the teacher day.

4. Some additional duty or TBT meeting equivalent to one-half (1/2) class period per day or 2.5 periods per week, such as lunchroom monitor (limited to one period per day), hall duty, study hall duty, TBT meeting, etc. The teacher's duty may be assigned at the principal's discretion with the guarantee that teachers will have a maximum of one class period of duties or meetings per day (unless mutually agreed upon by the teacher and principal) and assignment to other classes (substituting) will be kept at a minimum.

5. All teachers, with the exception of department chairpersons, will be assigned fifteen (15) minutes of student contact (duty) time for three (3) quarters or its equivalent before or after school or within the school day for supervision, hall patrol, etc.

a. Department chairpersons will be assigned fifteen (15) minutes of student contact (duty) time for two (2) quarters (which do not have to be consecutive) or its equivalent before or after school or within the school day for supervision, hall patrol, etc. With prior notification to the building administration, department chairpersons may utilize this time to perform chairperson duties such as meeting with a substitute, department member, etc.

b. Any teacher, including department chairpersons, may take an additional fifteen (15) minute quarter(s) duty and shall be compensated at the rate of .0075 of the BA base salary for said duty.

6. The necessity and value of conferences and preparation/planning periods is recognized. Each teacher will be available for conferences and will accept them as assigned by the principal and requested by the parents and a record will be kept of scheduled conferences

7. Teachers will be dismissed on Fridays and days preceding non-student days fifteen (15) minutes after the students' departure.

8. High School teachers will have a minimum of two hundred and fifty (250) minutes per week of planning time (other than lunch) during the pupils' school day in which they are not directly involved with pupils. Every effort shall be made to equally distribute this planning time over a five (5) day period, but no teacher shall have more than one (1) day a week without any of this planning time.

9. Upon recommendation of the Superintendent, approval of the Board, notification to the Association President, and consent of the teacher, a high school teacher with more than one (1) year of service may assume an additional teacher assignment in lieu of duty periods at a rate of compensation equal to one-sixth (1/6) of the teacher's contract salary. The foregoing shall not be construed nor interpreted so as to decrease the number of full-time teachers assigned to the high school nor used in lieu of adding additional full-time staff.

10. Every effort will be made to limit daily preparations to no more than three (3). Teachers will be notified of the number of preparations they will have as soon as possible after completion of the high school schedule. Any teacher who wishes to resign after July 10th because of more than three (3) preparations shall be guaranteed the right to do so with no reprisals.

E. Teachers as Substitutes

1. Teachers may be asked to substitute for classes and/or supervisory assignments other than their assigned duties only when an extreme emergency exists (*i.e.,* a qualified substitute cannot be employed). Within ten (10) school days after the start of the school year, all teachers shall be canvassed and a list shall be developed in each building identifying those teachers willing to substitute during their conference and preparation/planning and/or duty periods. Those teachers identified on such list will be asked to substitute during their conference and planning periods. No teacher on the list will be required to substitute during his/her conference and preparation/planning and/or duty periods without such teacher's consent except in extreme emergencies (*i.e*., when a certificated/licensed substitute cannot be employed). The teachers on the list will be used on a rotating basis for purposes of substituting.

2. Teachers substituting during their conference and preparation/planning and/or duty periods shall be compensated at the hourly rate of .0007 of the BA base salary prorated for time spent, with a minimum of thirty (30) minutes.

3. Upon approval of the building administration, affected elementary building classroom teachers who accept students from another teacher's class for the majority of any school day will be paid a stipend in the amount of .0012 of the BA base salary for each approved day of such substitution.

4. The practice of teachers mutually agreeing to cover or substitute for each other in emergency situations shall not be affected by this provision. However, as in the past, such substituting shall be with the knowledge and approval of the building principal.

5. When an elementary art, music, or physical education teacher is asked to take on additional students from another art, music, or physical education teacher for one (1) class period, they will be paid for that class period at the hourly rate of .0007 of the BA base salary prorated for time spent, with a minimum of 30 minutes.

6. When an elementary art, music, or physical education teacher is asked to take on additional students from another art, music, or physical education teacher for two (2) or more class periods, they will be paid a stipend in the amount of .0012 of the BA base salary for each approved day of such substitution.

F. Part Time Teachers

Part time teachers shall receive pro-rata conference and preparation/planning time.

G. Early Release

With prior approval of the building principal and if that teacher's assigned duties may satisfactorily be covered, a teacher enrolled in coursework that begins in the afternoon shall be released at a time sufficient to get to class on time.

H. Variation of Start/End Times

A teacher may be provided a variation from the standard work day hours regarding start and/or end times by agreement with the building principal. Such variations may be reduced in writing upon agreement of the teacher and the building principal.

I. Delayed Start

On announced delayed start days, bargaining unit members are to report to work exactly two (2) hours later than their normal starting time. Overall planning and conference times may be reduced in any week affected by a school closure or schedule compaction occasioned by a delayed start day or days.

ARTICLE 26

SCHOOL CALENDAR

A. The school calendar shall be set at one hundred eighty-five (185) days.

B. The number of days of student attendance shall be a maximum of one hundred seventy-eight (178) days. Effective beginning with the 2026-2027 school year, the number of days of student attendance shall be a maximum of one hundred seventy-six (176) days.

C. NEOEA day shall be a day off from school for each teacher to attend NEOEA meetings if he/she so desires.

D. There shall be seven (7) mandatory professional days (with no required student contact) scheduled in the school calendar. Effective beginning with the 2026-2027 school year, there shall be nine (9) mandatory professional days (with no required student contact) scheduled in the school calendar, within the following parameters:

1. The two days prior to the first school day for students. Day one will be for convocation and administrative scheduled meetings and will include ninety (90) minutes of exclusive time provided for NREA to address the staff and/or for other NREA business. Effective beginning with the 2026-2027 school year, the three days prior to the first school day for students. Day two and three will be for professional development, IEP meetings or other meetings, as directed by the administration. Day one will continue to be for convocation and administrative scheduled meetings and will include ninety (90) minutes of exclusive time provided for NREA to address the staff and/or for other NREA business.

2. Effective beginning with the 2026-2027 school year, the November Election Day.

3. The days following the last day of the first, second and third grading periods.

4. Two half days as follows:
   a. One half day on the day following the last day of school for students.
   b. One half day in August, prior to the first teacher day or the second half of the last day of school following students. This day will be scheduled and approved by the administration and will be a teacher directed day.

5. There shall be the equivalent of one (1) day for parent-teacher conferences and/or in-service. The determination as to whether or not there shall be parent conferences or in-service shall be made mutually by the Association President and the building principal. These parent-teacher conferences/in-service shall be held on two evenings, shall not exceed six (6) hours, and shall be at times and dates mutually agreed upon by the Association President and the Superintendent. The parent-teacher conferences/in-service do not necessarily have to be on the same days or at the same times in all of the buildings. As a result of attending these parent-teacher conferences/in-service, the Wednesday before Thanksgiving shall be scheduled as a school calendar day, but no teacher or student shall attend school on that day.

6. The parties agree that effective professional development opportunities for educators are essential to our work. As such, the structure of professional development days and potential topic areas will be created with input from the Professional Development Committee, which shall consist of eight (8) members, half of whom shall be appointed by the Superintendent and half by the NREA President. Final decisions with regard to professional development days will be made by the Administration.

   - Professional Development time will follow the guidelines below and will not exceed:
     - The work day will be from 8:00 am to 3:30 pm for ALL staff
     - 3.5 hours for PD, 3.5 hours for records on the October day
     - Effective beginning with the 2026-2027 school year, 7 hours for PD on the November election day
     - 3.5 hours for PD, 3.5 hours for records on the January day
     - 3.5 hours for PD to occur at the same time for all members, 3.5 hours for records and the NREA General Membership Meeting to occur at the same time for all members, on the March day

- Except as otherwise stated above, professional development time will be "blocked" whenever possible to allow for a consistent schedule and reasonable efforts will be made to schedule professional development time for the entirety of either the first or second half of the day.
- Administration shall make all efforts to avoid scheduling large-scale professional development activities on the work day prior to the first student day and the work day immediately following the last student day. It is understood that building or district meetings may be scheduled for informational purposes as needed.
- The NREA shall have the right to call necessary meetings during records time on any/all professional days. When such meetings are called, all NREA members shall have the right to attend.

E. There may be one (1) additional professional day scheduled at the discretion of the Superintendent. If the Superintendent decides to schedule this additional day, each designated teacher shall be given a minimum of thirty (30) calendar days advance notification of the date of this additional day. If this additional day is to be held on the day before the start of the next school year, each designated teacher shall be notified before the present school year ends. This additional day shall not be scheduled on a Saturday, Sunday, holiday, during spring recess or during winter recess. Each designated teacher shall be paid one day's pay at his/her per diem rate for his/her attendance on this additional day.

F. In the event that school is in session for less than the state required minimum hours due to calamity days, the parties agree to use the following as make-up days in order to achieve that total of school days in session:

1. Add days to the end of the school year;

2. Use days scheduled for spring break.

Either party may request a meeting to discuss the issue before a final decision is reached.

G. All teachers, including those in any approved job-sharing arrangements, will be present and available to constituents on the evening of Open House which will occur within the first three (3) weeks from the first teacher workday.

ARTICLE 27

IDEA, ESSA AND SECTION 504 ISSUES

A. Consistent with state and federal law, at least one (1) general education teacher must be in attendance at IEP conference(s). In those instances, necessary release time shall be provided.

B. Each teacher who has a student with an IEP shall be provided with electronic access to relevant IEP and/or 504 Accommodation Plan information.

C. Each general education teacher who volunteers for inclusion programs will be considered for participation.

D. Each general education teacher who instructs students with IEPs will be provided opportunities for training as determined by the Board and at the expense of the Board.

E. Every reasonable effort will be made to provide common planning time for general education teachers and intervention specialists.

F. Consideration will be given to reducing the number of students of general education teachers involved in inclusion programs.

G. Each intervention specialist (K-12) shall be provided at least one (1) full school day each semester in order to write IEPs and/or hold IEP conferences. One additional day may be granted with approval from the building principal and the Director of Pupil Services. Each intervention specialist at the preschool level shall be provided four (4) days during the school year to write IEPs and/or hold IEP conferences. Each request to work off campus shall be individually considered for approval by the Director of Pupil Services.

H. Any teacher required to be in attendance at an approved Eligibility Determination Meeting, IEP or Section 504 accommodation plan meeting that is scheduled outside of the normal workday, or extends beyond the workday, will be compensated at the rate of .0007 of the base per hour.

I. At the elementary level, no intervention specialist shall have a regularly-assigned duty.

J. A Special Needs Assessment Committee for Kids (SNACK) shall be comprised of representatives appointed by the Association President/designee and the Superintendent/designee. Minimally, representatives shall be selected from each building. This shall be a continuing committee whose general purpose is to assess and improve the District's compliance with the federal and state mandates relative to ESSA, Section 504, and IDEA and any Congressional reauthorizations. The SNACK Committee will meet quarterly per school year. Any suggestion from the SNACK for modification to this Agreement must meet with the approval of the Association and the Board.

ARTICLE 28

LUNCH PERIODS

Each teacher will have a duty-free, uninterrupted lunch period for a minimum of thirty (30) minutes.

ARTICLE 29

PUPIL ATTENDANCE RECORDS

It will be the responsibility of the classroom teacher to take daily classroom attendance and to provide the necessary attendance information for the school office.

ARTICLE 30

PARENT-TEACHER CONFERENCES/STUDENT PROGRESS

A. Parent-Teacher Conferences

Parent-teacher conferences will be held when the teacher and/or the principal determine the child's scholastic progress is unsatisfactory or for any other school-related problems. Parent-teacher conferences will be held at the request of the parent.

B. Student Progress

1. Teachers must update the District's electronic grade book system to keep parents informed of their child's current academic progress.

2. When students are not making adequate academic progress (*i.e.*, failing grades), a record of communication with parents will be maintained.

ARTICLE 31

COMPLAINT PROCEDURE

A. Persons with complaints against teachers shall be encouraged to first discuss the complaint with the teacher and the teacher shall be informed of the complaint and the complainant. If not resolved, the complaint will go to the building principal and then to the Superintendent or his/her designee.

B. No complaint shall be used in any evaluation or for any personnel decision without first identifying the source and substantiating the complaint.

C. A plan for dealing with the complaint shall be developed by the administration and the teacher. If the administration and the teacher are unable to agree, the matter will be handled as determined by the administration.

D. The teacher shall have the right to Association representation at all meetings with any administrative personnel concerning a complaint against the teacher.

E. This Article does not apply in the event of an investigation conducted by any governmental agency.

ARTICLE 32

NON-CERTIFICATED/LICENSED HELP

A. The Board is to provide non-certificated/licensed persons for each elementary school for lunchroom and playground duty. Teachers, other than classroom teachers, may be assigned supervisory duties when not otherwise assigned to instructional duties.

B. Every effort shall be made to assign specialists five and one-half (5-1/2) hours instructional time.

C. Every effort shall be made to provide facilities for instruction.

ARTICLE 33

TRAVELING TEACHERS

A. Teachers who travel between buildings shall be allotted fifteen (15) minutes unassigned time for travel each time travel is necessary. Additional time may be allowed by the building administrator in the event of inclement weather.

B. Teachers who travel shall be compensated at the IRS rate in effect at the time of the travel.

C. Moving between the present Middle School and the High School shall not be considered to be "travel between buildings."

ARTICLE 34

SPECIALISTS

The need for specialists is recognized by the Board. Annual consideration will be given to the staffing of specialists.

ARTICLE 35

MEDIA SPECIALIST SERVICES

Media specialist services, not necessarily by teachers, will be provided.

ARTICLE 36

LONG-TERM SUBSTITUTES AND PERMANENT SUBSTITUTES

A. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment.

B. Permanent substitutes are defined as substitute teachers who are assigned to a designated school on a daily basis. All permanent substitutes shall receive a written contract of employment.

C. The employment of long-term substitutes and permanent substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article 10 - Termination and Nonrenewal, nor the provisions of Section 3319.11, Ohio Revised Code shall apply to long-term substitutes or permanent substitutes.

D. A long-term substitute or a permanent substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days [at least three and one-half (3-1/2) hours per day] in any one school year.

E. Neither the provisions of Article 9 - Reduction in Force, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to a long-term substitutes or to a permanent substitutes.

F. Neither the provisions of Article 8 - Evaluation Procedure, nor the provisions of Section 3319.111 or Section 3319.11, Ohio Revised Code shall apply to long-term substitute or to a permanent substitute.

G. Beginning with the 61st day of employment, a long-term substitute or a permanent substitute shall be placed on the BA-0 step of the salary schedule.

H. A teacher employed as a long-term substitute consecutively for more than one year, or a teacher employed as a permanent substitute consecutively for more than one year, whether in the same or a different assignment, shall, beginning the second year, become a member of the bargaining unit and be placed on the BA-0 step of the salary schedule for the entire year, and shall receive Article 37 insurance benefits.

ARTICLE 37

INSURANCE

A. Hospitalization/Medical/Prescription Drug Coverage

1. The Board shall provide Medical Mutual of Ohio Insurance, or its equivalent, either full family or single coverage as appropriate, to all regularly employed teachers. The teacher may elect to receive SuperMed Plus, the current schedules of benefits for which are set forth generally below and more fully explained and detailed in the current certificate benefits booklets, which shall serve as the authority for determining coverage issues.

2. The Board will provide prescription drug coverage as follows for those in the SuperMed Plus plan:

   Retail – 34 day supply
   Generic copayment - $10.00
   Name-brand with no generic drug equivalent copayment - $20.00
   Name-brand with available generic drug equivalent copayment (regardless of dispense as written, DAW) - $40.00

   Mail order (90 day supply) – the 90-day supply shall be $25, $50, $100

3. Each teacher will pay fifteen percent (15%) of the Board's cost of medical/prescription drug coverage.

   a. Part-time teachers, including SGI's, will pay a pro-rata percentage of the medical/prescription drug coverage based on the amount that the Board has to pay for the part-time teachers' premiums, with the "caps" also prorated.

   b. Any teacher who does not receive twenty-six (26) paychecks a year will pay the insurance amount as if he/she had received twenty-six (26) paychecks. The total amount owed will be evenly taken out of the paychecks he/she receives. For the teacher who receives fewer than twenty-six (26) paychecks, and does not receive a paycheck in July and August, the contribution for the months of July and August shall be added to the amount the teacher would have deducted from his/her paychecks starting at the beginning of school through June, and then this total insurance amount would be divided by the paychecks the teacher actually receives.)

B. Dental

The Board shall provide dental insurance protection (full family and full single) for all regularly employed teachers equal to or greater than Oasis Trust R&C Plan. The actual policy is on file at the Board Office.

C. Vision

The Board shall provide vision insurance protection (full family and full single) for all regularly employed teachers equal to or greater than the following specifications:

Annual Examination	UCR coverage for an annual vision examination per individual
Frames	New frames up to $100 every twelve (12) months per individual
Lenses	UCR coverage for glass or plastic lenses, either clear or tinted, every twelve (12) months per individual

Contact Lenses	Contact lenses for cosmetic purposes will receive a $100 allowance
Low Vision	This additional coverage is designed to provide supplemental testing and a therapy program for individuals whose eyesight cannot be corrected to 20/70 with the use of spectacle lenses, but who do not meet the acuity requirement of 20/200 which has been established to classify a person as being legally blind. The therapy program can include Low Vision prescription services, evaluations, training, plus optical and non-optical aids. The plan will pay 75% of the cost of an approved treatment plan with the patient paying 25%. The total maximum lifetime benefit is $1,000 and includes any payment for approved supplemental testing.

The current schedule of benefits for vision coverage are those which are set forth generally above and are more fully explained and detailed in the current certificate benefit booklet.

The total monthly employee contribution for all insurance coverage (Medical, prescription drug will be deducted twice per month for teachers receiving 26 paychecks per year.

D. Spousal Coverage

1. If an employee's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer, enterprise, or any public or private retirement plan, the spouse is not eligible to enroll for coverage under the North Royalton medical/prescription drug plan unless he/she enrolls in such other group insurance coverage.

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

3. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payer of benefits and the coverage sponsored by the Board will become the secondary payer of benefits. In other words, as secondary payer, the North Royalton medical/prescription plan will cover eligible expenses not covered by the primary coverage of the spouse.

4. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, or any public or private retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board. Note: If a spouse's only option is a "high deductible health care plan" ("HDHP") that is qualified to be used in conjunction with a Health Savings Account (HSA), then the spouse will be granted a waiver to stay on the North Royalton plan without taking the HDHP coverage. But the waiver is available only if the HDHP is the ONLY plan offered to the spouse.

5. 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 certification verifying whether his/her spouse is eligible to participate in

group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverage sponsored by the Board.

6. An employee who submits false information or fails to timely advise the Plan of a change in his/her spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and prescription drug insurance, and such false information, or such failure by results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board. Any amount to be reimbursed by the offending employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the plan. If an employee submits false information, he/she may be subject to disciplinary action up to and including termination of employment. An employee is also responsible, (within thirty (30) days of a change), to provide notification to the benefits coordinator and submit updated spousal forms if their spouse has a change in providers or if the spouse's premium contribution changes.

7. For all bargaining unit members who are employed and working on or before August 1, 2022, the Board will reimburse the Employee whose spouse is required, under the program, to obtain her/his own medical insurance up to $125 per month for the expense incurred by the spouse in obtaining such coverage. The spouse shall provide appropriate evidence, through pay stubs or other documentation, of her/his payment of monies to secure single coverage from her/his employer, retirement provider, or another source. Only bargaining unit members who have accessed this reimbursement and/or are enrolled in this reimbursement program on or before August 1, 2025, may continue to receive this benefit at the current rate of reimbursement without additional documentation. After that date, no new participants may enroll or receive this benefit.

E. Employees Duties and Incentive

Each teacher, upon receipt of any statement from a health care provider which is submitted for payment under any insurance provided by the Board under this Agreement, shall have the obligation to review such statement for accuracy and to satisfy him/herself that all services charged were actually received. If a teacher identifies an overcharge and/or inappropriate charge, which is subsequently rebated or deleted by the health care provider, that teacher shall receive a reward equal to 1/2 the dollar amount recovered, up to a maximum of $500 per line item.

F. Term Life

The Board will provide AD & D group term life insurance in the amount of $50,000 for all regularly employed teachers.

G. Change in Carrier(s)

The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided by the present carrier(s) as of the effective date of this Agreement. The Board shall provide one (1) copy of each signed contract and policy entered into between the Board and the insurance company(ies) which provide the benefits

specified in this Agreement. Copies of the existing contracts shall be made available online. The Association shall be notified thirty (30) days in advance of any proposed change in carrier(s). Copies of any contracts subsequently entered into by the Board will be made available online within one (1) week after they are received by the Board.

H. Part time Employees

Regularly employed teachers who work less than full time shall receive all insurance benefits as provided in this Article. The cost of such insurance benefits shall be paid by the Board in proportion to the amount of time worked (*e.g.*, if a teacher works 1/2 time, the Board will pay 1/2 of the cost of the insurance benefits; if the teacher works 3/5 time, the Board will pay 3/5 of the cost of the insurance benefits, etc.). Payroll deductions for the purchase or purchases will be available if so desired.

I. Insurance Committee

1. The Insurance Committee shall continue to work cooperatively to assess and assure the affordability and acceptability of insurance coverages for District employees and to "troubleshoot" concerns with present insurance coverages along with obtaining information about alternative insurance concepts, plans, carriers, etc.

2. This committee shall be comprised of five (5) administrative representatives (appointed by the Superintendent) and five (5) Association representatives (appointed by the Association President) and shall meet on the call of either party. Efforts will be made to have representation from every building on this committee.

J. Payment in Lieu of Insurance Coverage

1. Any bargaining unit member currently covered under either the single or family coverage of the District's insurance plan(s), or any newly hired employee who declares in writing to the Treasurer that he/she is covered under another insurance plan and/or elects not to be covered by the Board plan for the entire year may opt out of the Board plan(s) and shall be paid $1,500.00 for medical insurance, and/or $350 for dental insurance, and/or $100 for vision insurance (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). This amount, less applicable payroll deductions, will be paid to eligible and qualifying individuals with the first pay in October the following year, through the Board's qualified Section 125 Plan.

2. In order to elect any of these options and receive this additional compensation, an employee must have on file a form indicating his/her election. Once this election is made, it shall remain in effect and the employee shall not be entitled to receive the Board insurance coverage(s) that s/he elected not to receive for the duration of the one-year period, unless there is a qualifying event as described in paragraph 5., below. In the event of a change in the teacher's circumstances after the election is made (other than a qualifying event), the teacher may elect to receive the insurance coverage after a three (3) month waiting period. They would forfeit all of the payment in lieu payments for that particular year. There shall be no pre-existing condition exclusion for any teacher who re-enters any of the insurance programs after originally electing not to participate in said programs.

3. Current employees wishing to participate in the opt-out payment may enroll during the open enrollment period by completing, signing and filing a form indicating this election with the Treasurer of the Board. It is the employee's responsibility to get a waiver form (during open enrollment period) from the Treasurer's office and return it by the designated date. Failure of

current employees not already participating in payment in-lieu of insurance payment program to submit the required form by the designated date at the end of the enrollment period shall result in a disqualification from payment of the opt-out amount.

4. At the discretion of the Board, teachers hired in any year after the designated election date may be permitted to participate in the payment in lieu of insurance program and, if so, on a prorated basis.

5. Employees who are enrolled in the opt-out payment plan may opt back into Board-provided insurance coverage status only if there is a change in the employee's circumstances that, in accordance with IRC Section 125 regulations, permits the employee to change his/her election under that plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law).

6. If both wife and husband are employed by the Board in any capacity in which both are entitled to receive Board paid family coverage of health, dental or vision, only family coverage shall be provided to only one spouse. The other spouse shall qualify for the payment in lieu of insurance coverage as provided in the paragraphs above.

7. If an employee selects payment in lieu of insurance as provided above, but leaves active pay status at any point prior to the end of the contract year, the employee will be paid a prorated amount based upon the proportional amount of time he/she was in active pay status for the contract year.

8. Employees interested in signing up for the “opt-out” payment must file online during the applicable open enrollment period.

GLCOG – North Royalton SuperMed Plus Certified Effective 8/01/2025		
Benefits	**Network**	**Non-Network**
Benefit Period	January 1st through December 31st	
Dependent Age	26; Removal upon End of Month	
Pre-Existing Condition Waiting Period	Does Not Apply	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does not Apply	
Benefit Period Deductible – Single/Family	$100	$200
Inpatient Deductible per Admission – Single/Family	None	$250 per admission, to a family maximum of $750 per benefit period
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	None
Physician/Office Services		
Office Visit (Illness/Injury)[1]	$25 copay, then 100%	$25 copay, then 70%
Urgent Care Office Visit[1]	$25 copay, then 100%	$25 copay, then 70%
All Immunizations	100%	Not Covered
Allergy Testing and Treatments	100%	70% - Inpatient Not Covered – Outpatient
Preventive Services		
Preventive Services, in accordance with state and federal law[3]	100%	70%
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	70%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	70%
Routine Mammogram (One per benefit period)	100%	100%
Routine Pap Test (One per benefit period)	100%	100%
Routine EKG, Chest X-Ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis	100%	100%
Routine Colonoscopy / Sigmoidoscopy	100%	100%
Outpatient Services		
Surgical Services	100%	70%
Diagnostic Services	100%	100%
Physical & Occupational Therapy (40 visits combined per benefit period then subject to medical review)	$25 copay, then 100%	$25 copay, then 70%
Speech Therapy (10 visits per benefit period then subject to medical review)	$25 copay, then 100%	$25 copay, then 80%
Chiropractic (20 visits per benefit period then subject to medical review)	$25 copay, then 100%	$25 copay, then 80%
Cardiac Rehabilitation	100%	70%

Benefits	Network	Non-Network
Emergency Room Services		
Emergency – Emergency Room[2]	$100 copay, then 100% (copay is waived if admitted)	
Emergency – Ancillaries	100%	
Emergency - Physician	100%	
Non-Emergency – Emergency Room[2]	$200 copay, then 100% (copay is waived if admitted)	$200 copay, then 70% (copay is waived if admitted)
Non-Emergency - Physician	100%	70%
Inpatient Facility		
Semi-Private Room and Board	100%	70% after $250 per admission Inpatient Deductible
Professional Services	100%	70%
Maternity (Facility)	100%	70% after $250 per admission Inpatient Deductible
Maternity (Professional)	100%	70%
Skilled Nursing Facility (100 days per benefit period)	100%	70% after $250 per admission Inpatient Deductible
Organ Transplants	100%	NOT COVERED
Additional Services		
Ambulance	$25 copay, then 100%	$25 copay, then 70%
Durable Medical Equipment	100%	70%
Therapeutic Abortion (One per benefit period)	100%	70%
Health Education and Training	100%	NOT COVERED
Home Healthcare	100%	NOT COVERED
Hospice	100%	NOT COVERED
Private Duty Nursing	NOT COVERED	NOT COVERED
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	**Benefits paid are based on corresponding medical benefits**	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1]The office visit copay applies to the cost of the office visit only.
[2]Copay waived if admitted. The copay applies to room charges only.
[3]Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient

GLCOG – Minimum Value Plan
SuperMed Plus
Effective 7/1/2025

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age	26; Removal End of the Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	2 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family[1]	$7,350 / $14,700	$13,200 / $26,400
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$0	$1,000 / $2,000
MOOP – Maximum Out of Pocket, includes Deductible and Coinsurance	$9,200 / $18,400	$14,200 / $28,400
Physician/Office Services		
Office Visit (Wellness/Routine)	100%	70% after deductible
Office Visit (Illness/Injury) PCP or Specialist	100% after deductible	70% after deductible
Urgent Care Office Visit	100% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	100%	70% after deductible
Preventive Services		
Preventive Services, in accordance with state and federal law[3]	100%	70% after deductible
Routine Physical Exam (Age 21and over)	100%	70% after deductible
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21; 31 visits per lifetime)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Labs & X-Rays	100%	70% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 and over, one each per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Physical, Occupational and Chiropractic Therapy – Facility and Professional (Professional: 10 visits per benefit period, then Medical Review)	100% after deductible	70% after deductible
Speech Therapy – Facility and Professional (Professional: 10 visits per benefit period, then Medical Review)	100% after deductible	70% after deductible
Cardiac Rehabilitation	100% after deductible	70% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room	100% after deductible	70% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	70% after deductible
Maternity	100% after deductible	70% after deductible
Skilled Nursing Facility	100% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	100% after deductible	70% after deductible
Ambulance	100% after deductible	70% after deductible
Durable Medical Equipment	100% after deductible	70% after deductible
Home Healthcare	100% after deductible	70% after deductible
Hospice	100% after deductible	70% after deductible
Organ Transplants	100% after deductible	70% after deductible
Private Duty Nursing	100% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	**Benefits paid are based on corresponding medical benefits**	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a network provider will also apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1]Maximum family deductible. Member deductible is the same as single deductible.
[3]Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

PRESCRIPTION DRUG	Retail-Up to 30 days	Mail Order-Up to 90 days
Generic Copay	$20.00	$40.00
Brand Formulary Copay	$45.00	$90.00
Brand Non-Formulary Copay	$75.00	$150.00

Includes Coverage Management: which is Prior Approval, Step Therapy and Quantity Duration.
Generic Incentive: which is if the physician requests a brand name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand name drug.
Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

ARTICLE 38

PROGRAM AND CURRICULUM DEVELOPMENT

A. Involvement

The administration will involve the teachers in restructuring of program and curriculum in the School District.

B. Course of study work/curriculum mapping/assessment mapping/articulation/revisions

1. Teacher participation in course of study work/curriculum mapping/assessment mapping/articulation/revisions shall be voluntary if performed outside of the school day. Substitute teachers will be hired to free teachers when performing this work during the normal school day.

2. If meetings or individual work occurs outside of the normal school day, each teacher will be compensated at the rate of .0007 of the BA base salary per hour. No payment will be made except as specifically pre-approved by the Superintendent/designee.

3. Compensation shall be paid to the teacher within one (1) month of the completion and submission of documentation.

ARTICLE 39

SEVERANCE PAY

Teachers who retire from active service with the North Royalton City Schools shall, upon the filing of the proper application with the Treasurer, be granted severance pay to the extent as set forth below:

A. Teachers employed by the North Royalton City Schools and who apply and are accepted for retirement by the Ohio State Teachers Retirement Board shall be paid twenty-five (25%) of their accrued, but unused sick leave, except that payment shall not be for more than eighty-five (85) days. Severance pay shall be based upon the daily rate of pay as determined from the teachers' basic contract, exclusive of all supplemental contracts and allowances, in effect at the time of retirement. No retirement will be deducted. Upon receipt of severance pay, the balance of sick leave shall be cancelled.

B. Any teacher who has been retired and then is rehired shall be paid twenty-five percent (25%) of his/her accrued, but unused sick leave days from the time of rehiring, except that payment shall not be for more than seventy-five (75) days. Severance pay shall be based upon the daily rate of pay as determined from the teacher's basic contract, exclusive of all supplemental contracts and allowances, in effect at the time of retirement. No retirement will be deducted. Upon receipt of severance pay, the balance of sick leave shall be cancelled.

C. For the purpose of implementing this policy, retirement is deemed to occur when the teacher has been accepted for retirement, other than disability retirement, by the Ohio State Teachers Retirement Board and has been notified of the effective date that retirement pay will begin. The teacher may then apply to the Treasurer for severance pay, which shall be paid in a lump sum. Payment shall be made after retirement pay has begun between the following January 1st and January 15th for those teachers eligible to participate in the 403(b) plan per Article 42 and shall be made within seventy-five (75) days of retirement for those teachers not eligible to participate in the 403(b) plan per Article 42.

D. Any teacher who dies prior to severing employment shall be deemed to have retired from active service the day preceding his/her death. The severance pay shall then be paid to his/her estate.

ARTICLE 40

BOARD SHELTERING OF TEACHER RETIREMENT CONTRIBUTION

A. With the effective date of this Agreement, the Board shall implement the "pickup" of the teacher-required contribution to the State Teachers' Retirement System (STRS) and with the Board having agreed to do so, the Treasurer is hereby authorized, effective with the first payroll payment following the effective date of this Agreement, to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each teacher's contribution to STRS in lieu of payment by such teacher, and that such amount contributed by the Board on behalf of the teacher shall be treated as deferred salary paid by the Board to STRS from the contract salary otherwise payable to such teacher in cash.

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

C. The Board's total combined expenditures for teachers' total contract salaries payable pursuant hereto (including "pick-up" amounts) and its Board contributions to STRS shall not be greater than the amount it would have paid for those items had this Article not been in effect. The Board shall compute and remit its employer contribution to STRS based upon total contract salary, including the "pick-up." The Board shall report for Federal and Ohio income tax purposes as a teacher's gross income said teacher's total contract salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total contract salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

D. This procedure is a salary reduction/salary restatement and not a purchase of employee retirement contribution by the Board.

ARTICLE 41

PAYROLL DEDUCTIONS

A. Payroll deductions shall be made without cost to the teacher, upon thirty (30) days advance notice, in writing, from the teacher. Enrollment, change or termination may be made by the teacher at any time during the contract year for the following deductions:

1. Credit Union

2. Tax Sheltered Annuities – Teachers may make enrollment changes and may terminate an annuity program at any time.

3. Income Protection Insurance

4. Ohio Fund Contributions (formerly Fund for Children and Public Education Contributions) - Teachers may elect to contribute through payroll deductions to political organizations and parties and nonpartisan issues. Deductions shall be in ten (10) equal installments and shall begin within two (2) pay periods following the delivery of the written authorization from the teacher to the Board Treasurer. Deductions may be made on a continuous basis with the appropriate authorization.

5. United Education Profession (UEP) dues -

   The UEP dues (NREA, NEOEA, OEA, NEA, and Leadership Council) shall be deducted from the teacher's paycheck subject to the following factors:

   a. On or before September 30th of each school year, the NREA Treasurer or designee shall provide the Board Treasurer with a list of all NREA members and the total amount of dues to be deducted.

   b. Dues deductions shall be on a continuing basis and without cost to the teacher or NREA. All teachers shall submit a written dues deduction authorization form. Thereafter, only new teachers shall submit a written dues deduction authorization form. For all school years following the submission of the dues deduction authorization, dues shall continue without the need to resubmit additional authorization forms, unless between August 15th and August 31st the teacher discontinues membership by providing written notice to the NREA Treasurer and the Board Treasurer.

   c. Except for new regular employees, no others will be eligible for dues deduction after that date. Teachers employed after September 30 of any school year who elect for payroll deduction, shall have their dues deducted in even installments from the remaining paychecks. The NREA Treasurer shall inform the Board Treasurer of the total amount to be deducted for teachers who are employed after September 30th.

   d. Dues deduction shall begin with the first pay in November and continue with each paycheck through August. The Board shall withhold the balance of any dues from the final paycheck of any teacher who resigns, retires, takes leave or is terminated.

   e. The Board Treasurer shall submit a monthly check in the total amount of monthly teacher dues deductions to the NREA Treasurer not later than five (5) days following the end of each pay period. Such check shall be made payable to the North Royalton Education Association.

   f. The Board Treasurer shall also submit a monthly listing of names and amount of dues deducted for each person to the NREA Treasurer.

6. Ohio Tuition Trust Authority

7. Roth IRAs. Enrollment and changes may be made at any time. A minimum of five teachers must sign up in order to initiate each Roth IRA provider. A signed deduction authorization must be received by the Treasurer's Office before deductions can begin. A teacher may terminate a Roth IRA deduction at any time.

8. Ohio Deferred Compensation Plan

Teachers may contribute to the Ohio Deferred Compensation Plan (an Internal Revenue Code Section 457 Plan). In addition, the Board and the Association shall explore and consider implementation of at least one other Section 457 Plan.

9. Section 125 Plan ("Cafeteria Plan")

a. The Board shall maintain a "Cafeteria Plan" that is designed to (a) allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, (b) allow teachers to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the Association), and (c) allow teachers to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph c below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage (Article 37.I.) provisions of this Agreement shall be made through the Cafeteria Plan.

b. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each teacher will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during open enrollment. Each teacher hired after the open enrollment period may enroll in the Section 125 Plan within his/her first sixty (60) days of employment and during his/her first year of employment only, the Section 125 Plan year will begin the first of the month following the teacher's first sixty (60) days of employment and will end on the following plan year end date. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the teacher to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph e below (Forfeiture of Unused Allocations). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

c. Dependent Care FSA

1) Under the Cafeteria Plan, each teacher will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently $5,000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

2) The salary reduction and corresponding credits will be made and issued in twenty (20) equal installments.

3) No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

d. Health Care FSA

1) Under the Cafeteria Plan, each teacher will be allowed to make a separate pre-tax "salary reduction" election up to the IRS maximum allowable amount per year (exclusive of any teacher contributions for health coverage), and receive a corresponding

credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.

2) The salary reduction shall be made in twenty (20) equal installments.

e. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event a teacher separates from employment during a plan year with a remaining balance in the FSA account(s), the teacher may continue to receive reimbursements from the account(s) through the end of that plan year.

f. Plan Administrator

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator.

10. Such other purposes mutually agreeable to the Board and the Association President or as required by law.

ARTICLE 42

SALARY AND OTHER COMPENSATION

Salary increase, in conjunction with proposed healthcare modifications, shall be as follows: 3.0% in August 2025, 3.0% in August of 2026, and 3.0% in August of 2027. [Note: Longevity step at year 31 moved up to year 30 with an additional 1% added to that step – to be reflected on the salary schedule.]

A. For the term of this Agreement, all teachers shall be paid according to the attached salary schedule(s). Hours indicated (+6, +12, +18, +24, +30, +36, +42, and +48) are semester hours. One-quarter hour is equivalent to 2/3 semester hours.

B. For the purposes of advancement on the salary schedule, a teacher who works a minimum of one hundred twenty (120) days in each school year, with each day consisting of at least three and one-half (3-1/2) hours shall be granted a year of experience.

C. "Longevity" for the purposes of the salary schedule shall mean years of service. Bargaining unit members hired after January 1, 1994, will continue to receive a longevity increase based upon years of teaching service granted upon employment with the North Royalton City School District. By way of example, a teacher hired after the above date with seven (7) years of teaching experience but placed on Step 5 of the North Royalton salary schedule will receive his or her first longevity payment for year 20 (*i.e.,* payment after 19 years of credited service) following completion of fourteen (14) years of teaching in North Royalton. Similarly, a teacher hired in with three (3) years and placed on Step 3 must work 16 years to obtain longevity, while a teacher new to the profession and hired in at Step 0 would need to work for nineteen (19) years in the District to qualify for longevity. These calculations will apply going forward with the 25th and 30th longevity steps as well.

D. Service credit awarded to teachers new to the North Royalton City Schools shall be consistent with Board policy. A year of service credit for prior substitute teaching or tutoring experience shall be granted only if the teacher has taught or tutored one hundred twenty (120) days or more in any one

(1) school district, with each day consisting of a minimum of four (4) hours. As long as appropriate credit is awarded within these parameters, the Board's determination of service credit for teachers new to the North Royalton City Schools shall not be subject to challenge through the grievance procedure or otherwise.

E. Teachers who perform supplemental duties will be compensated according to that schedule.

F. Teachers who enroll in college coursework that is outside of their area(s) of certification/licensure in teaching responsibilities must obtain the prior approval of the Superintendent or his/her designee if they wish to obtain credit on the salary schedule. Courses taken to qualify a teacher for guidance or administration need not be approved.

G. A maximum of twelve (12) semester hours of undergraduate courses will be approved for pay on the salary schedule beyond the MA level provided:

1. That the courses are in the teacher's teaching field or closely allied to it, and taken to improve classroom teaching ability; and

2. That the courses are approved in advance by the Superintendent or his/her designee.

H. A committee shall be formed to review areas of dispute involving F and G above. The committee shall be ongoing and be composed of the Association President and one other Association member, the Superintendent and the Assistant Superintendent. In case of continued dispute, the Association or any of its members may initiate the Grievance Procedure.

I. Salary adjustments due to earned college credits will be calculated on September 30th and/or March 31st, retroactive to September 1st and March 1st (or the nearest payroll beginning date after September 1st and March 1st), respectively, provided the teacher has supplied documentation, which is satisfactory and can be verified, to the Superintendent or his/her designee on or before September 30 or March 31. Provisions of Article 42, F, G and H continue to be applicable.

J. Enrichment and Evening Classes

Teachers shall be paid .0007 of the BA base salary per hour for teaching enrichment and evening classes.

K. Small Group Instructors (formerly Remedial Reading, LD and Chapter I Tutors)

1. Small Group Instructors shall be considered hourly employees hired to work either a 7.5 hour day or a 3.75 hour day. All SGIs hired prior to June 1, 2018 shall be placed at 7.5 hours.

2. Small Group Instructors shall be paid at an hourly rate equivalent to the "0" step of either the "B" column or the "MA" column of the teacher salary schedule depending on the degree status of the individual. (The hourly rate is determined by taking the salary amount divided by 185 days which is then divided by 7.5 hours). Thereafter, for each year of service to the District, additional years will be granted on the teacher salary schedule.

3. Each Small Group Instructor shall be paid at his/her hourly rate to attend Open House, faculty meetings, parent-teacher conferences, in-service sessions, team meetings and committee meetings if required by the administration to attend.

4. Each Small Group Instructor shall be paid for his/her duty-free lunch time if he/she works a minimum of a five (5) hour day.

5. If a student is absent, the Small Group Instructor shall still be paid for the time at his/her hourly rate.

6. Every effort shall be made to provide small group instructors assigned to primarily support English Learners at the elementary and middle school levels with planning/conference time.

L. Summer School Instruction

Teachers shall be paid .0007 of the BA base salary per hour. Teachers will also be paid for a minimum of one (1) hour preparation for each hour of instruction taught in a single summer school day [*i.e.,* if the course being taught is a five (5) hour course, the teacher would receive payment for the five (5) hours of preparation on a one-time basis; if the course being taught is a two (2) hour course, the teacher would receive payment for two (2) hours of preparation on a one-time basis].

M. Pay Periods

1. Teachers' annual contract salary shall be paid in twenty-six (26) equal bi-weekly installments (every other Friday).

2. Electronic Transfer - The salary of all teachers shall be paid by electronic transfer to an institution of the teacher's choice.

3. The Board shall pay all monies due a deceased teacher other than insurance payments or other monies it does not directly control no later than the second pay date following the pay period in which the Board becomes aware of the teacher's death. Such payment shall be made to the teacher's estate.

N. Merit Incentive For Attendance Payments

1. Each teacher who has used no sick or personal leave during any month of the school year shall receive a merit incentive for attendance payment, payable in the month after the incentive is attained as follows:

August - $20
September and October - $40 each month
November and December - $50 each month
January and February - $40 each month
March and April - $60 each month
May - $100

A teacher who uses personal leave for religious observance reasons is considered not to have used a day(s) of personal leave for purposes of this incentive payment.

2. A teacher will automatically receive merit incentive for attendance compensation, if eligible, without submitting any additional forms.

O. Payment and Deferral of Severance Pay and/or Retirement Incentive Plan

1. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring teachers shall have their "Severance Pay" (as defined below) mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). Such payment shall be in lieu of

the payment being made directly to the retired teacher; and such payment shall eliminate all sick leave credit of the retired teacher. For purposes of this Section, this arrangement is referred to as the 403(b) Plan.

2. For purposes of the 403(b) Plan, the term "Severance Pay" shall include:

    a. any Severance Pay that a member is entitled to on account of "retirement," pursuant to Article 39 of this Agreement, and/or

    b. any Retirement Incentive payment that a teacher is entitled to (if applicable).

3. Participation in the 403(b) Plan shall be mandatory for any teacher who:

    a. is employed by the District,

    b. is entitled to Severance Pay, and

    c. is, or will be, age 55 years or older in the calendar year in which he/she retires, or, in the case of a retired/rehired teacher, resigns.

4. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount that otherwise would be payable to the participant as Severance Pay.

5. The required contribution to the 403(b) Plan shall be made within the timeframe provided for payment of severance pay under the applicable provisions of Article 39 and shall be made within the timeframe described regarding the payment of Retirement Incentive pay (if applicable).

6. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b). If the amount payable to the 403(b) Plan in any calendar year would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the excess amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. This process shall be repeated for up to five calendar years following the year of retirement, in each such year not to exceed the maximum amount permitted under the applicable federal income tax law for that year; and if there are still any remaining excess amounts in the fifth calendar year after retirement, the remaining excess shall be paid in cash to the retired teacher.

7. The TSA that shall be used for the 403(b) Plan shall be the designated group annuity contract of (currently Corebridge). 403(b) Plan participants shall be required to complete appropriate enrollment forms; and unless and until a teacher does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the teacher. Successor company(ies) for the 403(b) Plan may be selected at any time by mutual agreement of the Board and the Association.

8. If a teacher is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the 403(b) Plan provider and shall be paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan provider's contract.

9. A teacher who is entitled to Severance Pay under Article 39 of this Agreement and who is not an eligible participant in the 403(b) Plan, will continue to be eligible for any and all severance payments in accordance with Article 39 and/or Retirement Incentive payments (if applicable) in accordance with any Retirement Incentive language bargained. Any such teacher may elect to defer such payments to a TSA as permitted by law and Board policy.

10. The Plan year of the 403(b) Plan shall be the calendar year starting with January, 2007.

11. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan participants.

12. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his or her sole discretion, determines is required by law. Neither the Board nor the Association guarantees any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

North Royalton City Schools

Certificated/Licensed Salary Schedule
Effective August 1, 2025

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
B	1.000	1.047	1.095	1.142	1.211	1.259	1.306	1.354	1.401	1.449	1.496	1.544	1.591	1.639	1.742	
	49,018	51,322	53,675	55,979	59,361	61,714	64,018	66,370	68,674	71,027	73,331	75,684	77,988	80,341	85,389	
BA+6	1.012	1.059	1.107	1.154	1.223	1.270	1.318	1.365	1.413	1.460	1.508	1.555	1.603	1.650	1.754	
	49,606	51,910	54,263	56,567	59,949	62,253	64,606	66,910	69,262	71,566	73,919	76,223	78,576	80,880	85,978	
BA+12	1.023	1.071	1.118	1.166	1.234	1.282	1.329	1.377	1.424	1.472	1.519	1.567	1.614	1.662	1.766	
	50,145	52,498	54,802	57,155	60,488	62,841	65,145	67,498	69,802	72,154	74,458	76,811	79,115	81,468	86,566	
BA+18	1.035	1.082	1.130	1.177	1.246	1.293	1.341	1.388	1.436	1.483	1.531	1.578	1.626	1.673	1.778	
	50,734	53,037	55,390	57,694	61,076	63,380	65,733	68,037	70,390	72,694	75,047	77,350	79,703	82,007	87,154	
BA+24	1.046	1.094	1.141	1.189	1.258	1.305	1.363	1.400	1.448	1.495	1.543	1.590	1.638	1.685	1.791	
	51,273	53,626	55,930	58,282	61,665	63,968	66,812	68,625	70,978	73,282	75,635	77,939	80,291	82,595	87,791	
BA+30	1.058	1.109	1.159	1.210	1.282	1.332	1.383	1.434	1.484	1.535	1.586	1.636	1.687	1.738	1.850	
	51,861	54,361	56,812	59,312	62,841	65,292	67,792	70,292	72,743	75,243	77,743	80,193	82,693	85,193	90,683	
MA	1.070	1.126	1.182	1.237	1.315	1.370	1.426	1.482	1.538	1.594	1.650	1.706	1.762	1.818	1.874	2.000
	52,449	55,194	57,939	60,635	64,459	67,155	69,900	72,645	75,390	78,135	80,880	83,625	86,370	89,115	91,860	98,036
MA+6	1.081	1.137	1.193	1.249	1.326	1.382	1.438	1.494	1.550	1.606	1.662	1.718	1.774	1.830	1.886	2.010
	52,988	55,733	58,478	61,223	64,998	67,743	70,488	73,233	75,978	78,723	81,468	84,213	86,958	89,703	92,448	98,526
MA+12	1.093	1.149	1.205	1.261	1.338	1.394	1.450	1.506	1.562	1.617	1.673	1.729	1.785	1.841	1.897	2.022
	53,577	56,322	59,067	61,812	65,586	68,331	71,076	73,821	76,566	79,262	82,007	84,752	87,497	90,242	92,987	99,114
MA+18	1.104	1.160	1.216	1.272	1.349	1.405	1.461	1.517	1.573	1.629	1.685	1.741	1.797	1.853	1.909	2.034
	54,116	56,861	59,606	62,351	66,125	68,870	71,615	74,360	77,105	79,850	82,595	85,340	88,085	90,830	93,575	99,703
MA+24	1.116	1.172	1.228	1.284	1.361	1.417	1.473	1.529	1.585	1.641	1.697	1.753	1.809	1.864	1.920	2.046
	54,704	57,449	60,194	62,939	66,713	69,459	72,204	74,949	77,694	80,439	83,184	85,929	88,674	91,370	94,115	100,291
MA+30	1.128	1.184	1.240	1.296	1.373	1.429	1.484	1.540	1.596	1.652	1.708	1.764	1.820	1.876	1.932	2.058
	55,292	58,037	60,782	63,527	67,302	70,047	72,743	75,488	78,233	80,978	83,723	86,468	89,213	91,958	94,703	100,879
MA+36	1.139	1.196	1.253	1.310	1.388	1.445	1.502	1.559	1.616	1.673	1.730	1.787	1.844	1.901	1.958	2.087
	55,832	58,626	61,420	64,214	68,037	70,831	73,625	76,419	79,213	82,007	84,801	87,595	90,389	93,183	95,977	102,301
MA+42	1.151	1.208	1.265	1.322	1.400	1.457	1.514	1.571	1.628	1.685	1.742	1.799	1.856	1.913	1.970	2.099
	56,420	59,214	62,008	64,802	68,625	71,419	74,213	77,007	79,801	82,595	85,389	88,183	90,977	93,771	96,565	102,889
MA+48	1.163	1.220	1.277	1.334	1.412	1.469	1.562	1.583	1.640	1.697	1.754	1.811	1.868	1.925	1.982	2.112
	57,008	59,802	62,596	65,390	69,213	72,007	76,566	77,595	80,390	83,184	85,978	88,772	91,566	94,360	97,154	103,526
PhD	1.186	1.247	1.308	1.369	1.452	1.513	1.574	1.635	1.697	1.758	1.819	1.880	1.941	2.003	2.064	2.202
	58,135	61,125	64,116	67,106	71,174	74,164	77,154	80,144	83,184	86,174	89,164	92,154	95,144	98,183	101,173	107,938

Longevity is 9.00% of Base Rate at the 20th year, 13.5% of the Base Rate at the 25th year and 17.5% of the Base Rate at the 30th year.

North Royalton City Schools

Certificated/Licensed Salary Schedule
Effective August 1, 2026

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
B	1.000	1.047	1.095	1.142	1.211	1.259	1.306	1.354	1.401	1.449	1.496	1.544	1.591	1.639	1.742	
	50,489	52,862	55,285	57,658	61,142	63,566	65,939	68,362	70,735	73,159	75,532	77,955	80,328	82,751	87,952	
BA+6	1.012	1.059	1.107	1.154	1.223	1.270	1.318	1.365	1.413	1.460	1.508	1.555	1.603	1.650	1.754	
	51,095	53,468	55,891	58,264	61,748	64,121	66,545	68,917	71,341	73,714	76,137	78,510	80,934	83,307	88,558	
BA+12	1.023	1.071	1.118	1.166	1.234	1.282	1.329	1.377	1.424	1.472	1.519	1.567	1.614	1.662	1.766	
	51,650	54,074	56,447	58,870	62,303	64,727	67,100	69,523	71,896	74,320	76,693	79,116	81,489	83,913	89,164	
BA+18	1.035	1.082	1.130	1.177	1.246	1.293	1.341	1.388	1.436	1.483	1.531	1.578	1.626	1.673	1.778	
	52,256	54,629	57,053	59,426	62,909	65,282	67,706	70,079	72,502	74,875	77,299	79,672	82,095	84,468	89,769	
BA+24	1.046	1.094	1.141	1.189	1.258	1.305	1.363	1.400	1.448	1.495	1.543	1.590	1.638	1.685	1.791	
	52,811	55,235	57,608	60,031	63,515	65,888	68,817	70,685	73,108	75,481	77,905	80,278	82,701	85,074	90,426	
BA+30	1.058	1.109	1.159	1.210	1.282	1.332	1.383	1.434	1.484	1.535	1.586	1.636	1.687	1.738	1.850	
	53,417	55,992	58,517	61,092	64,727	67,251	69,826	72,401	74,926	77,501	80,076	82,600	85,175	87,750	93,405	
MA	1.070	1.126	1.182	1.237	1.315	1.370	1.426	1.482	1.538	1.594	1.650	1.706	1.762	1.818	1.874	2.000
	54,023	56,851	59,678	62,455	66,393	69,170	71,997	74,825	77,652	80,479	83,307	86,134	88,962	91,789	94,616	100,978
MA+6	1.081	1.137	1.193	1.249	1.326	1.382	1.438	1.494	1.550	1.606	1.662	1.718	1.774	1.830	1.886	2.010
	54,579	57,406	60,233	63,061	66,948	69,776	72,603	75,431	78,258	81,085	83,913	86,740	89,567	92,395	95,222	101,483
MA+12	1.093	1.149	1.205	1.261	1.338	1.394	1.450	1.506	1.562	1.617	1.673	1.729	1.785	1.841	1.897	2.022
	55,184	58,012	60,839	63,667	67,554	70,382	73,209	76,036	78,864	81,641	84,468	87,295	90,123	92,950	95,778	102,089
MA+18	1.104	1.160	1.216	1.272	1.349	1.405	1.461	1.517	1.573	1.629	1.685	1.741	1.797	1.853	1.909	2.034
	55,740	58,567	61,395	64,222	68,110	70,937	73,764	76,592	79,419	82,247	85,074	87,901	90,729	93,556	96,384	102,695
MA+24	1.116	1.172	1.228	1.284	1.361	1.417	1.473	1.529	1.585	1.641	1.697	1.753	1.809	1.864	1.920	2.046
	56,346	59,173	62,000	64,828	68,716	71,543	74,370	77,198	80,025	82,852	85,680	88,507	91,335	94,111	96,939	103,300
MA+30	1.128	1.184	1.240	1.296	1.373	1.429	1.484	1.540	1.596	1.652	1.708	1.764	1.820	1.876	1.932	2.058
	56,952	59,779	62,606	65,434	69,321	72,149	74,926	77,753	80,580	83,408	86,235	89,063	91,890	94,717	97,545	103,906
MA+36	1.139	1.196	1.253	1.310	1.388	1.445	1.502	1.559	1.616	1.673	1.730	1.787	1.844	1.901	1.958	2.087
	57,507	60,385	63,263	66,141	70,079	72,957	75,834	78,712	81,590	84,468	87,346	90,224	93,102	95,980	98,857	105,371
MA+42	1.151	1.208	1.265	1.322	1.400	1.457	1.514	1.571	1.628	1.685	1.742	1.799	1.856	1.913	1.970	2.099
	58,113	60,991	63,869	66,746	70,685	73,562	76,440	79,318	82,196	85,074	87,952	90,830	93,708	96,585	99,463	105,976
MA+48	1.163	1.220	1.277	1.334	1.412	1.469	1.562	1.583	1.640	1.697	1.754	1.811	1.868	1.925	1.982	2.112
	58,719	61,597	64,474	67,352	71,290	74,168	78,864	79,924	82,802	85,680	88,558	91,436	94,313	97,191	100,069	106,633
PhD	1.186	1.247	1.308	1.369	1.452	1.513	1.574	1.635	1.697	1.758	1.819	1.880	1.941	2.003	2.064	2.202
	59,880	62,960	66,040	69,119	73,310	76,390	79,470	82,550	85,680	88,760	91,839	94,919	97,999	101,129	104,209	111,177

Longevity is 9.00% of Base Rate at the 20th year, 13.5% of the Base Rate at the 25th year and 17.5% of the Base Rate at the 30th year.

North Royalton City Schools

Certificated/Licensed Salary Schedule
Effective August 1, 2027

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
B	1.000	1.047	1.095	1.142	1.211	1.259	1.306	1.354	1.401	1.449	1.496	1.544	1.591	1.639	1.742	
	52,004	54,448	56,944	59,389	62,977	65,473	67,917	70,413	72,858	75,354	77,798	80,294	82,738	85,235	90,591	
BA+6	1.012	1.059	1.107	1.154	1.223	1.270	1.318	1.365	1.413	1.460	1.508	1.555	1.603	1.650	1.754	
	52,628	55,072	57,568	60,013	63,601	66,045	68,541	70,985	73,482	75,926	78,422	80,866	83,362	85,807	91,215	
BA+12	1.023	1.071	1.118	1.166	1.234	1.282	1.329	1.377	1.424	1.472	1.519	1.567	1.614	1.662	1.766	
	53,200	55,696	58,140	60,637	64,173	66,669	69,113	71,610	74,054	76,550	78,994	81,490	83,934	86,431	91,839	
BA+18	1.035	1.082	1.130	1.177	1.246	1.293	1.341	1.388	1.436	1.483	1.531	1.578	1.626	1.673	1.778	
	53,824	56,268	58,765	61,209	64,797	67,241	69,737	72,182	74,678	77,122	79,618	82,062	84,559	87,003	92,463	
BA+24	1.046	1.094	1.141	1.189	1.258	1.305	1.363	1.400	1.448	1.495	1.543	1.590	1.638	1.685	1.791	
	54,396	56,892	59,337	61,833	65,421	67,865	70,881	72,806	75,302	77,746	80,242	82,686	85,183	87,627	93,139	
BA+30	1.058	1.109	1.159	1.210	1.282	1.332	1.383	1.434	1.484	1.535	1.586	1.636	1.687	1.738	1.850	
	55,020	57,672	60,273	62,925	66,669	69,269	71,922	74,574	77,174	79,826	82,478	85,079	87,731	90,383	96,207	
MA	1.070	1.126	1.182	1.237	1.315	1.370	1.426	1.482	1.538	1.594	1.650	1.706	1.762	1.818	1.874	2.000
	55,644	58,557	61,469	64,329	68,385	71,245	74,158	77,070	79,982	82,894	85,807	88,719	91,631	94,543	97,455	104,008
MA+6	1.081	1.137	1.193	1.249	1.326	1.382	1.438	1.494	1.550	1.606	1.662	1.718	1.774	1.830	1.886	2.010
	56,216	59,129	62,041	64,953	68,957	71,870	74,782	77,694	80,606	83,518	86,431	89,343	92,255	95,167	98,080	104,528
MA+12	1.093	1.149	1.205	1.261	1.338	1.394	1.450	1.506	1.562	1.617	1.673	1.729	1.785	1.841	1.897	2.022
	56,840	59,753	62,665	65,577	69,581	72,494	75,406	78,318	81,230	84,090	87,003	89,915	92,827	95,739	98,652	105,152
MA+18	1.104	1.160	1.216	1.272	1.349	1.405	1.461	1.517	1.573	1.629	1.685	1.741	1.797	1.853	1.909	2.034
	57,412	60,325	63,237	66,149	70,153	73,066	75,978	78,890	81,802	84,715	87,627	90,539	93,451	96,363	99,276	105,776
MA+24	1.116	1.172	1.228	1.284	1.361	1.417	1.473	1.529	1.585	1.641	1.697	1.753	1.809	1.864	1.920	2.046
	58,036	60,949	63,861	66,773	70,777	73,690	76,602	79,514	82,426	85,339	88,251	91,163	94,075	96,935	99,848	106,400
MA+30	1.128	1.184	1.240	1.296	1.373	1.429	1.484	1.540	1.596	1.652	1.708	1.764	1.820	1.876	1.932	2.058
	58,661	61,573	64,485	67,397	71,401	74,314	77,174	80,086	82,998	85,911	88,823	91,735	94,647	97,560	100,472	107,024
MA+36	1.139	1.196	1.253	1.310	1.388	1.445	1.502	1.559	1.616	1.673	1.730	1.787	1.844	1.901	1.958	2.087
	59,233	62,197	65,161	68,125	72,182	75,146	78,110	81,074	84,038	87,003	89,967	92,931	95,895	98,860	101,824	108,532
MA+42	1.151	1.208	1.265	1.322	1.400	1.457	1.514	1.571	1.628	1.685	1.742	1.799	1.856	1.913	1.970	2.099
	59,857	62,821	65,785	68,749	72,806	75,770	78,734	81,698	84,663	87,627	90,591	93,555	96,519	99,484	102,448	109,156
MA+48	1.163	1.220	1.277	1.334	1.412	1.469	1.562	1.583	1.640	1.697	1.754	1.811	1.868	1.925	1.982	2.112
	60,481	63,445	66,409	69,373	73,430	76,394	81,230	82,322	85,287	88,251	91,215	94,179	97,143	100,108	103,072	109,832
PhD	1.186	1.247	1.308	1.369	1.452	1.513	1.574	1.635	1.697	1.758	1.819	1.880	1.941	2.003	2.064	2.202
	61,677	64,849	68,021	71,193	75,510	78,682	81,854	85,027	88,251	91,423	94,595	97,768	100,940	104,164	107,336	114,513

Longevity is 9.00% of Base Rate at the 20th year, 13.5% of the Base Rate at the 25th year and 17.5% of the Base Rate at the 30th year.

ARTICLE 43

SUPPLEMENTAL CONTRACTS

A. A separate supplemental contract shall be issued for all teachers performing supplemental activities contained in the Supplemental Salary Schedule which is developed annually by the Supplemental Salary Committee. Said contract will contain specific activity or activities and the stipend for each and shall be for a period of one (1) year. Each supplemental contract shall expire on the date stated therein without further notice to the teacher.

B. A teacher offered a supplemental contract pursuant to this provision shall execute and return such contract to the Board Treasurer or his/her designee at such time as shall be indicated in the contract; failure to execute and timely return the contract as provided herein shall constitute a rejection of such offer of employment. Experienced coaches new to the North Royalton City School District will be placed on the Supplemental Salary Schedule at the discretion of the Superintendent or his/her designee.

C. Payment for supplemental duties shall be as set forth in the Supplemental Salary Schedule as determined by the Supplemental Salary Committee on an annual basis. If a teacher is unable to fulfill the responsibilities of a supplemental contract, he/she may only be paid the pro-rata portion of the contract for work completed. The remaining portion of the supplemental contract may be reassigned with the corresponding prorated payment at the level of pay determined for the approved individual filling such position. The proration of a supplemental contract will be necessary when the teacher has been unable to fulfill the duties/responsibilities of the supplemental contract for five (5) consecutive work days (unless the nature of the supplemental contract requires the immediate assignment of an approved individual to those supplemental contract duties/responsibilities) or when the teacher discontinues active employment due to a leave of absence or resignation. If the teacher is able to resume the duties/responsibilities of the supplemental contract he/she will be compensated on a pro-rated basis. It is understood by the Association and the Board that many bargaining unit members have traditionally taken the initiative to invest time in the performance of supplemental duties either before or after the contract year (and/or athletic season) in an effort to enhance student outcomes in the underlying activity. Though encouraged, the parties recognize and acknowledge that there is no expectancy of payment for these laudable efforts in the event the supplemental activity is determined not to proceed in any contract year, due to insufficient numbers, operational concerns and/or economic conditions. However, should a coach or activity advisor put in preparation time before the beginning of the actual activity/season, they may turn in a time sheet for up to (4) four hours of compensation to be paid at the current established hourly supplemental rate. The time sheet needs to be reviewed and approved by the building principal prior to being sent to payroll. As such, all supplemental contracts will contain language to reflect this disclaimer/acknowledgement.

D. Club advisors not included within the Supplemental Salary Schedule shall be paid, on a time-sheet basis, a rate of .0003 of the B.A. base salary per hour for those duties performed outside the seven and one-half (7-1/2) hour teacher day. To be eligible for payment, advisors must be recommended by the building principal and approved by the Superintendent and Board for supplemental pay prior to October of each school year. All scheduled activities must have prior approval of the building principal. The number of hours to be spent by the club advisor for that activity shall be agreed at the beginning of the school year between the advisor and the building principal, but shall not exceed seventy-five (75) hours except for the High School Science Club. The number of hours may be changed by reason of extenuating circumstances during the school year upon agreement of the club advisor and the building principal. In addition:

1. The number of hours allocated for club activities may vary from school year to school year.

2. The principal of the building in which the club is primarily operated will confer with each club advisor regarding the number of hours that will be authorized for a given school year.

3. The number of authorized hours may increase or decrease from school year to school year, as determined by the needs of the students and by the available financial resources; said number of authorized hours shall be determined by the principal and authorized by the District Treasurer.

4. As warranted, the hours that may have been approved for a club in the preceding school year may be reduced for the subsequent school year and those hours reduced transferred to another club; said adjustments shall be determined by the principal and authorized by the District Treasurer.

5. In those limited instances when necessary and contingent upon available financial resources, the seventy-five (75) hour maximum may be exceeded to meet the needs of the students at that time, as determined by the principal and authorized by the District Treasurer.

6. For the club advisor to be eligible for compensation under this Section the club must meet the following guidelines for supplemental pay of club advisors:

    a. Written Constitution;

    b. Elected officers, including a secretary to record minutes of all meetings;

    c. Stated program goals and budget proposal for school year;

    d. Recommended by principal and approved by Superintendent;

    e. Written job description approved by Superintendent; and

    f. Minimum criteria:

        1) Continuous activity throughout the year;

        2) Have the equivalency of one meeting per week. Activity should be a minimum of one-half (1/2) hour in length;

        3) Have a minimum student participation of ten (10) unless otherwise approved by the Supplemental Committee;

        4) Have a minimum of ten (10) hours of student participation outside the teacher seven and one-half (7-1/2) hour school day; and

        5) Should be conducted in coordination with the school building administration.

E. Persons who are responsible for evening musical performances and who are not covered by a supplemental pay schedule will be paid as set forth in the preceding paragraph. All criteria set forth in the preceding paragraph shall be followed with the exception of the club advisor guidelines.

F. Machinery Maintenance - This position shall be paid at three (3) days teacher's pay at the teacher's per diem rate.

G. Supplemental Salary Committee

1. A Supplemental Salary Committee shall be established, to deal with both athletic and non-athletic supplementals. This Committee shall consist of three (3) members appointed by the

Association President and three (3) members appointed by the Superintendent. The functions of this Committee shall include:

a. The addition of new positions and the determination of the appropriate compensation;

b. Changes in the present supplemental salary schedules; and

c. Increasing the number of coaches and/or advisors.

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

3. Action of the Committee shall be in writing, signed by a majority of the full membership of the Committee.

4. Any changes in supplementals shall become a part of this Agreement upon action by the Committee.

H. The terms and conditions of supplemental contracts and duties under this Article shall continue to be collaboratively developed on an annual basis through the Supplemental Contract Committee. Once consensus is achieved, each teacher will be issued a copy of an updated schedule of the revised version of this Article, complete with salary grid information. The updated schedule, complete with salary grid information, shall be considered part of the Agreement.

I. Effective with the 2010-2011 contract year, two (2) supplemental contract salary steps will be provided for (a) years 1-5 and, (b) for years 6 and beyond for academic supplemental contracts. However, current academic supplemental contract holders in the bargaining unit will remain on the prior salary schedule unless or until there is a break in continuous service in a supplemental position, at which point, upon subsequent re-employment in that supplemental position, the new schedule (years 1-5 and year 6 and beyond) will apply.

ARTICLE 44

PEER ASSISTANCE FOR PROFESSIONAL DEVELOPMENT (PAPD)

A. The Peer Assistance for Professional Development (PAPD) is a mentoring program where teachers support one another in efforts toward ongoing professional development.

B. The PAPD Program is overseen by the Peer Assistance Team (PAT). Those teachers being mentored will be referred to as participating teachers, and those teachers in the role of mentor will be referred to as consulting teachers.

C. The Peer Assistance Team (PAT)

1. The Peer Assistance Team generally manages the PAPD along with determining the specific details of the PAPD program, including but not limited to:

a. Approving all necessary forms and documents;

b. Establishing operational procedures;

c. Selecting the consulting teachers; and

d. Monitoring and evaluating the effectiveness of the PAPD program.

2. Composition of Peer Assistance Team (PAT)

   a. The Peer Assistance Team is composed of one (1) teacher from each building and three (3) administrators. The teachers are selected by the Association and the administrators are selected by the Superintendent.

   b. Among the teacher members of PAT, there must be at least one (1) elementary teacher, one (1) middle school teacher, and one (1) high school teacher.

   c. This committee shall have co-chairpersons. The teacher members shall select the teacher co-chairperson, and the administrative members shall select the administrative co-chairperson.

3. PAT shall have regularly scheduled quarterly meetings and such other special meetings as are determined necessary by PAT.

4. PAT members shall be compensated at an hourly rate equal to .0007 of the BA base salary.

D. Participating Teachers

1. Teachers on a 4 year initial license and who will participate in the Resident Educator process during a given school year must be participating teachers in the PAPD program:

2. The following may be eligible to be participating teachers in the PAPD program, upon the recommendation of the PAT and approval of the Superintendent:

   a. Long-term substitutes (as defined in Article 36) new to the School District; and

   b. Experienced teachers new to the School District.

3. The Superintendent or his/her designee may assign an individual to be a participating teacher as part of a plan for professional development and instructional improvement.

4. Any other teacher may request to be a participating teacher, but unless otherwise required, participation must be recommended by PAT and approved by the Superintendent.

ARTICLE 45

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (NRPDC)

In compliance with Ohio Revised Code, the North Royalton Professional Development Committee (NRPDC) is hereby created to administer the professional development of all educators employed by the District, according to the provisions of this Article. As used in this Article, "educator" means all persons employed by the School District in positions for which a certificate or license is required by the Ohio Department of Education, including administrators. The NRPDC approval of course work for licensure is separate and apart from the approval of coursework for salary schedule purposes.

A. Committee Composition: Three Teachers, Two Administrators

1. The NRPDC shall be composed of five members: three teacher representatives, two administrators designated by the Superintendent.

2. The teacher representatives will be selected by the Association; the administrator representative will be selected by the Superintendent. The preference of the parties is that one of the teacher

representatives shall be from the elementary level, one from the middle school level and one from the high school level. The Association will take that preference into consideration when making its selection of teacher members on the NRPDC, but is not bound to selecting a teacher from each level.

3. When an administrator's Professional Development Plan is being considered, the Superintendent will appoint an additional administrator to the NRPDC and one teacher member of the Committee will not participate in the process.

B. Committee Procedures

The NRPDC shall adopt rules and such forms as may be appropriate for the conduct of the business of the Committee.

C. Compensation

Members of the NRPDC shall be compensated annually for services as members of the Committee at 2% of the BA base salary.

D. Training

Committee members shall be afforded the opportunity to attend training related to the performance of his/her duties as a member of the NRPDC, subject to the Superintendent's approval. When such training occurs during the regular workday, release time shall be granted.

E. Decisions of NRPDC Not Grievable

No decision of the NRPDC or the NRPDC appeals process (any and all steps) is grievable.

ARTICLE 46

RESIDENT EDUCATOR

A. Introduction

The Ohio Resident Educator Program is a comprehensive, two-year initiative to assist beginning teachers with mentoring and professional development as they start their education careers. Requirements of the program include successful completion of two years of locally determined mentoring activities as well as the Resident Educator Summative Assessment (RESA), and its results in eligibility for professional licensure. Ohio Revised Code 3319.223 and Ohio Administrative Code 3301-24-04 provide the basis for the RE Program and the requirement to successfully pass the Resident Educator Summative Assessment (RESA). When teacher successfully completes program requirements, including the RESA component, they become eligible for a professional teaching license.

B. Definitions

1. Resident Educator Program Coordinator (REPC)

   The Director of Human Resources shall serve as the Resident Educator Program Coordinator (REPC) and perform the duties set forth in the ODE Guidelines.

2. Mentor Teacher

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

a. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a supplemental contract and be paid in accordance with Article 43. In addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

b. Mentor Teachers will perform mentor teacher duties in addition to his/her regular teaching assignments, but will be granted six (6) days of release time (or their equivalent) for this purpose and be compensated with a yearly stipend of $2,000.

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

3. Teacher Liaison

A Teacher Liaison is an experienced teacher that can serve as a mentor for new certified staff that have already completed the Resident Educator Program and have their Five-Year Professional License. Teacher Liaisons will be responsible for completing the tasks outlined on the District-provided job description. Teachers interested in serving as liaisons should inform their building principals. The building principal will assign teacher liaisons every year and every effort will be made to select staff within the same grade level and/or subject area. Teacher Liaisons will be compensated with an annual stipend of $1,000.

4. Resident Educator

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

5. Formative Assessment

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

C. Mentors

1. Qualifications

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

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

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

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

2. Selection of the Mentor Teachers

   a. Selection for Mentor Teacher positions shall be made by the Superintendent utilizing the ODE Guidelines for the selection of Mentors.

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

D. General

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

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

3. No Mentor Teacher shall participate in the District's evaluation of any Resident Educator.

4. No Mentor Teacher shall be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

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

6. At any time, if either the Building Principal or REPC determines that the Resident Educator-Mentor situation is not appropriate, and the concern is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the NREA President and they shall have the authority to end the Mentor appointment. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Mentor whose position is ended and/or any Mentor beginning an assignment after the start of the year will be paid in proportion to time served in that role.

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

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

ARTICLE 47

INTERACTIVE DISTANCE LEARNING

If the Board elects to participate in programs utilizing interactive distance learning (IDL), the following shall apply:

A. No teacher shall lose his/her job or have his/her hours reduced as a result of the implementation of IDL.

B. Assignment of teachers to IDL courses must be mutually agreed to by the teacher and the principal at the originating site.

C. The originating district shall determine the course of study for each IDL course offered. Each IDL teacher shall be responsible for the content, material selection, instruction, testing, and evaluation of students in the originating and receiving sites.

D. Course offerings with the North Royalton City School District as the originating site shall be limited to: (1) courses that are not in the existing curriculum, or (2) courses in the existing curriculum that are not being offered due to insufficient student enrollment. It is the preference of the North Royalton City School District to offer courses as regular courses instead of IDL courses. Subject to the limitations contained elsewhere in this Article, the North Royalton City School District reserves the right to extend regular curriculum classes through IDL to remote sites.

E. Behavior, discipline, and supervision of students at IDL remote sites shall be the responsibility of the remote site district, with input from the IDL teacher.

F. IDL teachers shall be responsible for setting up and using the equipment according to training guidelines. Installation and major maintenance of IDL equipment shall be the responsibility of the originating district and shall be done in a timely manner.

G. Video of an IDL course may be used for make-up work for all students enrolled in that IDL course. Remote sites are responsible for their students' make-up work.

H. Video of IDL courses are the property of the originating site district. If the originating site teacher requests it within five (5) days of the presentation, he/she shall receive a copy of his/her presentation at no cost.

I. The evaluation of a teacher who teaches an IDL course(s) shall be in accordance with the evaluation process contained in this Agreement. All observations/evaluations shall require the physical presence of the evaluator. No observations or evaluations of IDL presentations for the purpose of professional improvement or renewal or non-renewal of the teacher's contract shall be done or conducted by electronic means. During a teacher's first year of teaching an IDL course, observations and/or evaluations of the teacher's IDL teaching shall have no adverse effect on the teacher's employment status with the Board. This provision has no bearing on the evaluation of the teacher's other classes.

J. The class size of an IDL course shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Because of the technology involved and because not all students are on site, total class size, including students at the originating site and those at the remote sites, shall not exceed twenty-five (25) students per teacher in no more than one (1) originating and three (3) remote locations unless there is agreement of the originating site teacher. Students at the remote sites shall not exceed the number of stations.

K. Each IDL teacher shall prepare and video in advance a minimum of two lecture-type (non-interactive) class presentations to be used in the event of the absence of the IDL teacher.

L. If the North Royalton City School District is the originating site district, each teacher who is teaching a full-year IDL course shall have compensation equal to five percent (5%) of the BA base salary for the first year he/she teachers on the IDL network. The compensation shall be pro-rated for IDL courses that are not a full year in length. However, if a higher rate of compensation is

agreed to in the next Agreement, any IDL teacher who taught an IDL course under this Article shall receive in a lump sum the difference between the higher rate and the compensation specified in this provision.

M. Initial and on-going training regarding IDL shall be made available to each teacher who will be teaching an IDL course. Each teacher participating in NRPDC-approved training outside the normal school day/school year shall be granted appropriate PDUs/CEUs or compensation at .0007 of the BA base salary, at the teacher's option.

N. If an IDL teacher presents an IDL course outside of the normal school day, his/her teaching schedule shall be adjusted so that the teacher works no more than the regular contracted daily time. If an IDL teacher presents an IDL course outside of the normal school year, he/she shall be compensated at a pro rata amount of his/her normal daily rate of pay. If an evening school course is offered through IDL technology, the provisions of Article 42 shall apply.

O. An originating site district teacher who may be required to use his/her personal automobile to travel between sites or to other meetings regarding IDL shall be reimbursed according to the provisions of Article 33 of this Agreement.

P. An originating site district teacher who may be required to use his/her personal automobile to travel between sites or to other meetings regarding IDL shall be reimbursed according to the provisions of Article 33 of this Agreement.

ARTICLE 48

MASTER TEACHER

A Master Teacher Committee shall be established for the purpose of designating teachers in the District as a master teacher in conformance with state law and regulations. Members of the Committee will be compensated at .0007 of the base per hour for approved work outside the work day.

ARTICLE 49

COLLEGE CREDIT PLUS

A. District-offered College Credit Plus courses shall be considered part of the regular course offerings for each department in the High School.

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.

2. Teachers hired prior to the end of the 2017-2018 school year may choose whether to become qualified to teach CCP courses. Once the teacher is qualified to teach a CCP course offered by the District and accepts such assignment, the teacher may be assigned to teach the class consistent with the assignment of non-CCP classes and in accordance with A.3.

3. Teachers hired prior to the end of the 2017-2018 school year have the option to decline teaching CCP annually by a date determined by Administration. Teachers who accept the CCP assignment can only be required to teach 2 courses (whose workload is comparable to a high school class) per semester unless mutually agreed upon by the teacher and administration.

4. Teachers hired after the 2017-2018 school year who meet the criteria and are qualified to teach CCP courses, may not refuse such assignment from District administration.

B. No evaluation or observation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. Any evaluation performed by the IHE shall be kept separate from the employee's personnel file, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the IHE evaluation.

C. All bargaining unit members who participate in the CCP program shall be provided professional leave to complete the IHE application process and attend required visits to the IHE or to engage in planning with the cooperating instructor. This shall be compensated at a rate of .0007 of the base per hour if it occurs during a non-contractual day. In addition to the applicable leave, the District shall reimburse the bargaining unit member for all necessary and actual expenses (*e.g.*, mileage, meals, etc.).

D. CCP schedule will follow the High School's schedule unless the IHE mandates students follow the IHE schedule (*i.e.,* 2-3 days per week of class). If following the IHE's schedule, required office hours will be held by the teacher to meet and conference with students as needed and no additional duties may be assigned to bargaining unit members during these times. Students will not be required to attend class on days when the class is not in session. In addition, teachers will not be required to work during the home district's breaks, weekends, any days outside of school calendar, and snow days.

E. The CCP program will be re-evaluated annually by Administration and representatives of the NREA.

ARTICLE 50

EMPLOYMENT OF RETIRED NORTH ROYALTON TEACHERS

The following terms and conditions apply to the re-employment of retired North Royalton teachers following such teachers' service (STRS) retirement. Specifically, the parties agree that:

A. Except as otherwise specifically set forth herein, the Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the North Royalton City Schools. Such teachers do not need to be interviewed by the Board for any vacant positions for which they apply. Teachers employed after retirement will be assigned to positions that are within their certification/licensure area(s). Except as otherwise set forth herein, retired North Royalton teachers re-employed by the Board are considered bargaining unit members and subject to the terms of the current collective bargaining agreement, including the right to Board-provided health care benefits on par with other employees.

B. Notwithstanding Revised Code Section 3317.13, salary placement for years of service granted for retired teachers previously employed by the North Royalton City School District Board of Education shall be at Step 5 of the salary schedule. Salary placement for the appropriate education column (i.e., BA through PhD) shall be fully recognized. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable, and the parties expressly agree and fully intend this provision to supersede and take

precedence over any and all other inconsistent or contrary state or federal statutes, laws and/or regulations, including, but not limited to, Revised Code Section 3317.13.

C. The employment of retired teachers previously employed by the North Royalton City School District Board of Education will be under a limited, one-year contract which shall automatically expire at the end of the contract year without further notice to the employee. Any subsequent re-employment will be as set forth herein. For purposes of these teachers, the parties specifically agree that to the extent that it does not conflict with the requirements of the statutes, this provision supersedes and takes the place of Ohio Revised Code Sections 3319.11 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement.

D. Seniority for re-employed retired North Royalton teachers will be zero (0) upon such employment and any subsequent re-employment.

E. Teachers employed by the Board after retirement shall waive and not be eligible for tenure.

F. For purposes of reduction in force North Royalton teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority except that such teachers will not have any of the bumping rights set forth in the negotiated agreement. If the District institutes a reduction in force affecting the bargaining unit, North Royalton teachers employed by the Board after retirement will have contracts suspended pursuant to such reduction prior to any teacher who is not in a North Royalton teacher retire/rehire position unless they have less seniority within a licensure/certification assignment.

G. There will be not retirement incentive of any kind; however, such teachers will accrue sick leave at a rate of 1 ¼ days per month and be provided an advancement of up to 5 days of sick leave, if necessary. Sick leave will accumulate from year to year for retired teachers who may be subsequently re-employed by the Board. The parties expressly agree that this provision supersedes and replaces O.R. C. Section 3319.141.

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

I. The parties expressly agree and fully intend this provision will supersede and take precedence over the provisions of Revised Code Section 3317.13 (salary placement), Revised Code Section 3319.11 (non-renewal) and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

APPENDIX A

ASSAULT LEAVE FORM

NORTH ROYALTON CITY SCHOOLS
Board of Education
6579 Royalton Road
North Royalton, Ohio 44133

Name_____Date_____

School_____

Assault leave has been taken in accordance with Ohio Revised Code Section 3319.143 and Article 18 of the Agreement between the North Royalton Board of Education and the North Royalton Education Association.

_____day(s) of assault leave was/were taken beginning on _____, 20_____,

and ending on _____, _____, 20_____.
Day Month Year

Medical attention_____ required.
(was/was not)

Written statement embracing all facts was submitted to the principal on

_____.

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's signature _____

Superintendent's signature _____

APPENDIX B – GRIEVANCE REPORT

North Royalton City Schools _____
Filing Date

Building and Assignment _____

GRIEVANT _____

* * * * * * *

L E V E L 1

Date Grievance Discussed with Supervisor/Principal _____

Date of Grievance _____

Statement of the Alleged Grievance (the precise action or inaction that is claimed to be a violation, misinterpretation or misapplication of the Agreement, or the violation of fair treatment, and reference to the specific contract provision(s) involved, where applicable):

_____

_____

_____

_____

Relief sought by the grievant:

_____

_____

_____

_____

Date _____ _____
Signature of Grievant

Disposition by Principal: _____

_____

Date _____ _____
Signature of Principal

Grievant and/or NREA Building or Association Representative Position: _____

_____

Date _____ _____
Signature of Building or Association Rep.

DISTRIBUTION:
1. Principal
2. Building or Association Representative
3. Grievant
*4. PR&R Committee
*5. Superintendent

*Copies 4 and 5 to be forwarded to PR&R Committee when grievance is processed at Level 2.

ALL PROVISIONS MUST BE STRICTLY OBSERVED IN SETTLEMENT OF GRIEVANCE.

L E V E L 2 . . . .

Date Received by PR & R Committee_____

PR & R Position:

_____

_____

_____

Date _____ _____

Signature of PR & R Representative

Date Received by Superintendent _____

Disposition by Superintendent:

_____

_____

_____

Date _____ _____

Signature of Superintendent

Position of Grievant and/or Association:

_____

_____

_____

Date _____ _____

Signature of Association Representative

(If grievance enters Level 3, copies of all previous level reports will be filed with the arbiter.)

* * * * * * * * *

APPENDIX C

NORTH ROYALTON CITY SCHOOLS
OFFICE OF THE SUPERINTENDENT

CONTINUING CONTRACT (TENURE) APPLICATION

Teacher's Name _____

To be considered for continuing contract (tenure) status, the following guidelines must be completed.

1. This form, the Continuing Contract (Tenure) Application, must be on file in the Central Office by September 30th of the school year when continuing contract (tenure) is requested.

2. A teacher must have on file by March 1st of the school year in which continuing contract (tenure) is requested the following documentation:

For teachers initially licensed prior to January 1, 2011, either:

A. A Professional or Permanent teaching certificate, or

B. A Professional Educator's License and documentation of either of the following:

   1) If a Master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, the applicant must have completed thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or

   2) If a Master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.

C. A letter from the Ohio State Department of Education indicating that a teacher has met all of the requirements for a professional certificate/license can be used in place of the actual certificate/license until the certificate/license is issued. The certificate/license must be on file by October 1st of the following school year or the teacher will not have continuing contract status and must reapply.

For teachers initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:

1) Holds a professional, senior professional, or lead professional license;

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

3) Has completed either of the following:

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

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

3. The teacher must have taught for at least three (3) of the last five (5) years in the North Royalton City School District. If the teacher attained continuing contract (tenure) status in another school district or previously in the North Royalton City School District, the teacher must have served at least two (2) years in the North Royalton City School District in order to be eligible for continuing contract (tenure) status, unless upon recommendation of the Superintendent and approval of the Board of Education, continuing contract (tenure) is approved prior to the expiration of this two-year period.

By my signature below, I affirm that I meet the terms and conditions to be eligible for continuing contract (tenure) status during this school year, as set forth above. I further affirm that by March 1st of the school year I will provide all appropriate documentation to evidence appropriate certification, or licensure, and course work to qualify for continuing contract (tenure) status.

Teacher's Signature Date

Principal's Signature Date

Director of Human Resource's Signature Date

TEACHER EVALUATION SYSTEM

North Royalton City Schools

Section A: OTES Procedures
Section B: Non-OTES Procedures
Section C: OSCES Procedures

SECTION A:

Ohio Teacher Evaluation System (OTES)

NORTH ROYALTON CITY SCHOOLS
OHIO EVALUATION SYSTEM INSTRUMENT

INTRODUCTION

The North Royalton City School District believes that teacher evaluation is a continuous, cooperative, and collaborative process which promotes professional growth and development for teachers, thereby improving and enhancing the teaching/learning process. The contents of this document are provided for informational and procedural purposes and do not replace or override the contents of the North Royalton Teacher Evaluation Policy which is contained in the negotiated agreement between the North Royalton Education Association and the North Royalton Board of Education. This manual is to be used for reference purposes only.

NORTH ROYALTON CITY SCHOOLS EVALUATION PROCESS:

The North Royalton City Schools evaluation process is a natural outgrowth of our Peer Assistance for Professional Development Program, and is based on the seven standards for the teaching profession and on the State of Ohio Teacher Evaluation System.

EVALUATION OBJECTIVES:

1) To provide teachers with a continuous process of evaluation and professional growth.
2) To provide teachers with opportunities for improvement in the teaching standards.
3) To assist teachers in developing and achieving goals for the improvement of professional skills.
4) To utilize data to determine professional goals.
5) To recognize successful performance.
6) To provide a collaborative process of improvement.
7) To cooperatively develop strategies that enhance teaching and learning.
8) To maintain a dynamic, reflective, and professional process of evaluation with yearly revision if necessary.

WHO IS TO BE EVALUATED:

All Teachers as defined below in the North Royalton School District will be evaluated each year, with the following exception:

- Teachers who have been granted a continuing contract by the Board and who receive a cumulative rating of "Accomplished" on any current evaluation, may be evaluated every three years provided they submit a self-directed Professional Growth Plan each year, and the evaluator determines that progress is being made on that plan.
- Teachers who have been granted a continuing contract by the Board and who receive a cumulative rating of "Skilled" on any current evaluation, may be evaluated every other school year provided they submit a jointly developed Professional Growth Plan each year, and the evaluator determines that progress is being made on that plan.

**The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.*

A "teacher" for the purpose of this OTES section of the evaluation manual means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction. This includes RtI/Title I teachers.

Any instructor who instructs less than 50% or is providing ELL, SLP, Psychological services, media services or preschool intervention specialists will still be evaluated by utilizing the rubrics applicable for their job classification in Section B of this evaluation manual. These instructors do not fall under the guidelines of OTES and therefore do not have the requirement for 50% of their evaluation to contain student data. School counselors will be evaluated per the Ohio School Counselor Evaluation System outlined in Section C of this evaluation manual.

CREDENTIALED EVALUATORS:

For the purposes of this process, each teacher who is to be evaluated will be evaluated by a current District Administrator employed by the North Royalton City School District, who holds a credential established by the Ohio Department of Education and has completed the state sponsored training and passed an online credentialing assessment.

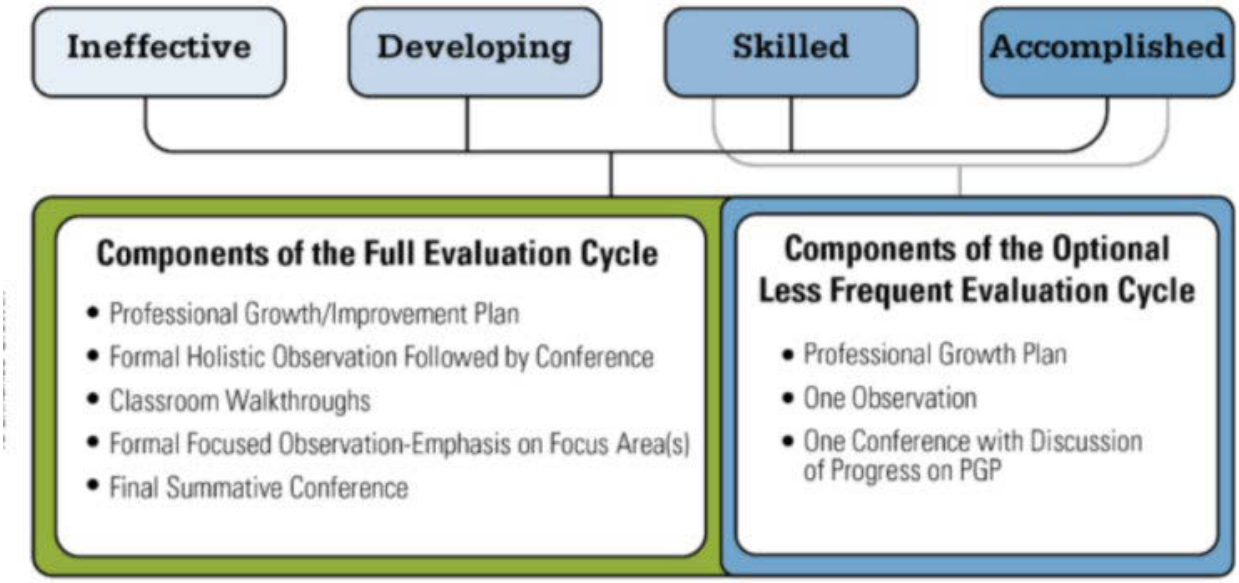
CONTINUING CONTRACT (TENURE) CRITERIA:

The teacher is responsible for notifying their building principal and the district central office of impending eligibility for tenure by September 30th. Proper forms may be obtained from the building main office or the district central office. Teachers may apply in their third year of service if they hold a five-year professional license that was issued prior to January 1, 2011, or in their second year of service to the North Royalton Schools if tenure has been granted in a previous district. For teachers receiving initial licensure after January 1, 2011, application may be made for tenure during the seventh year of service to the district.

EVALUATION PROCESS:

I. General Evaluation Procedures:

1. All teachers in the North Royalton City School District will receive information regarding the evaluation process and materials.
2. Each evaluation of a teacher will be conducted by one evaluator who will conduct all pre-conference meetings, formal classroom observations, post conference meetings and informal classroom walkthroughs.
3. Timelines will be outlined in Section II: Specific Evaluation Procedures
4. Pre conferences will be held prior to holistic and focused observations.
5. Post conferences will be held after each holistic and focused observation. Written feedback at minimum will be provided after each walkthrough. Pre and post conferences, if applicable, will be scheduled as close to the time of the classroom visitation as possible. It is strongly encouraged that the evaluator reflect and prepare the written summary of the classroom visitation as soon as possible and that the post conference is conducted in a timely fashion.
6. Informal walkthroughs will be required for the evaluation cycle.
7. The summative evaluation will be completed by May 10.
8. While the evaluator has the right to prepare materials to make effective use of the post-conference and evaluation conference, it is understood that no final ratings on teacher performance will be made until the post conference discussion with the teacher is complete.
9. The teacher will receive a copy of all documents (which may be electronic versions) that are applicable to the evaluation process, including the observation summary.
10. In case of a disagreement concerning the evaluation, the teacher has the right to file a written statement of position to be attached to the evaluation.
11. All teachers will develop either a Professional Growth Plan or an Improvement Plan annually. The plan will be based on the most recent evaluation results and will be aligned to any existing school district or building improvement plan. A teacher with a final holistic rating of accomplished will develop a self-directed plan; a final holistic rating of skilled will jointly develop a plan with their evaluator; a final holistic rating of developing will develop a Professional Growth Plan that is guided by the assigned credentialed evaluator. A teacher with a final holistic rating of ineffective will be placed on an improvement plan developed by the assigned credentialed evaluator.



II. Use of High Quality Student Data within the Evaluation Cycle:

- Measures of high-quality data must be used in teacher evaluations
- The Framework shall include at least two measures of high-quality student data (HQSD) to provide evidence of student learning
- HQSD must
  - Be attributable to the teacher
  - Include VA when applicable ***and*** one other measure of HQSD

The HQSD instrument used must be rigorously reviewed by locally-determined experts in the field of education to meet the following criteria:

- Align to learning standards;
- Measure what is intended to be measured;
- Not offend or be driven by bias;
- Be attributable to a specific teacher for course(s) and grade level(s) taught;
- Demonstrate evidence of student learning (achievement and/or academic growth);
- Follow protocols for administration and scoring; and
- Provide trustworthy results.

When considering Value Added data into the teaching and learning process, it is difficult to use it as a stand alone piece of evidence to answer all four questions listed below (found on the HQSD Teacher Use Form) as the data is from your previous school year's students. To that end, Value Added data along with data from your other assessment instrument(s) should be used to answer these questions and guide your conversation about high quality student data.

There are four criteria for use of the data generated from the HQSD instrument:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning.

- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students.
- Informing instruction, adapting instruction to meet student needs based upon the information gained from the data analysis.
- Measuring student learning (achievement and/or growth) and progress towards achieving State/local standards.

Value Added

Approved Inventory of Assessments for HQSD use (link here once developed)
Approved Form for Validating Locally Developed Assessments *It is recommended that this form is uploaded as evidence within the OhioES system.

III. Specific Evaluation Procedures:

A. Continuing Contract Teachers (Tenured):

1. All off-cycle teachers will be evaluated every year as follows:
    a. Teachers rated "Accomplished" will be evaluated every three years. Teachers rated "Skilled" will be evaluated every two years.
    b. Teachers who meet either (a) or (b) will complete a Professional Growth Plan and meet with their evaluating administrator prior to October 31, and will have one informal observation/classroom walkthrough with a post conference conducted by the evaluating administrator. An additional conference or online plan review with their evaluating administrator will take place to discuss progress on their PGP. The observation cycle will be completed by **May 1**. Additional walkthroughs may continue to be conducted on these "off-cycle" years.

2. All on-cycle teachers will be evaluated every year as follows:
    a. For teachers on cycle, a Professional Growth conference with evaluating administrator prior to **October 31 will** be held to discuss their Professional Growth Plan. One holistic observation and classroom walkthrough(s) will be completed for cycle one. One focused observation and walkthrough(s) will be completed for cycle two. The first cycle must be completed no later than **January 25**. The second cycle must be completed no later than **May 1.**
    b. The teacher will discuss the Performance Rubric with the evaluator. The performance rubric must contain data and information obtained through observations and classroom walkthroughs conducted by the evaluator. The teacher may bring/upload additional evidence to the Final Summative Conference.
    c. Completion of the Final Summative Rating Form by **May 10**.

B. <u>Limited Contract Teachers (Non-Tenured):</u>

1. All non-tenured teachers will be evaluated every year.
2. A Professional Growth conference will be conducted with the evaluating administrator prior to **October 15** to discuss their PGP. Cycle one will include a holistic observation and walkthrough. Cycle two will include a focused observation and walkthrough. The first cycle must be completed no later than **November 10.** The second cycle must be no later than **January 25**. A third cycle must be completed for any teacher under consideration for nonrenewal of contract.
3. The teacher will discuss the Performance Rubric with the evaluator. The performance rubric must contain data and information obtained through observations and classroom walkthroughs conducted by the evaluator. The teacher may bring/upload additional evidence to the Final Summative Conference.
4. Completion of the Final Summative Rating Form by **May 10**.

C. <u>Teachers Needing Improvement Plan:</u>

1. Improvement Plans are developed for a teacher by the evaluator in response to ineffective ratings in performance and/or student growth. The administrator will:
    i. Identify, in writing, the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession;
    ii. Specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies;
    iii. Develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available;
    iv. Determine additional education or professional development, provided by the District, needed to improve in the identified area(s);
    v. Gather evidence of progress or lack of progress.
2. Improvement planning conference with evaluating administrator prior to **October 15.** The Evaluator will develop and share the improvement plan with the teacher at this meeting. Observation cycle is dependent upon contract status as outlined above.
4. If an evaluator believes that the teacher may be in jeopardy of being non-renewed, the evaluator should inform the teacher of this concern at the post conference of the second cycle.
5. The teacher will discuss the Performance Rubric with the evaluator. The performance rubric must contain data and information obtained through observations and classroom walkthroughs conducted by the evaluator. The teacher may bring/upload additional evidence to the Final Summative Conference.
6. Completion of the Final Summative Rating Form by **May 10**. If the evaluator believes they will be making a recommendation of non-renewal, the teacher will be informed of this at the final evaluation conference.
7. A teacher who receives their first summative "ineffective" rating will have a different evaluator provided for him/her the subsequent year, provided the teacher is still employed by the District.
8. Teachers rated as "ineffective" for two (2) consecutive years must adhere to Ohio Revised Code and complete the mandatory testing requirements. Beginning with the 2015-2016 school year, if a teacher has received a summative rating of "Ineffective" on evaluation for two of the three most recent school years,

teachers who teach in the "core subject area" are required to register for and take all written examinations of content knowledge selected by ODE. "Core subject area" means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography. A rating of ineffective on the teacher's next evaluation after passing all written examinations required in this section and after completion of all required professional development, will be terminated in accordance with applicable laws.

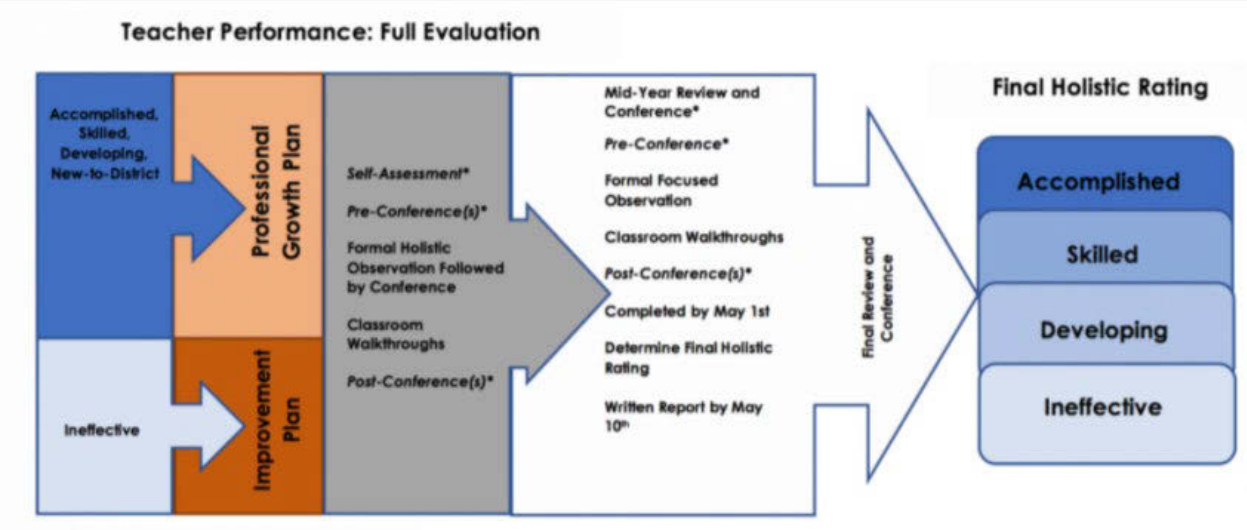
9. A teacher who will be non-renewed/terminated must be notified in writing of the Board's intent to take action by **June 1**.

D. **Teachers Applying for Continuing Contract (Tenure):**

1. Tenure Application completed and submitted to building administrator by **September 30** of the year of tenure eligibility.
2. Professional Growth conference with evaluating administrator prior to **October 15** to discuss the plan.
3. Cycle one will include a holistic observation and walkthrough. Cycles two and three will include a focused observation and walkthrough. The first cycle must be completed no later than **November 10.** The second cycle must be no later than **January 25**. The third cycle must be completed no later than **May 1.**
4. The teacher will discuss the Performance Rubric with the evaluator. The performance rubric must contain data and information obtained through observations and classroom walkthroughs conducted by the evaluator. The teacher may bring/upload additional evidence to the Final Summative Conference.
5. Completion of the Final Summative Rating Form by **May 10**.

**On-Cycle to be Evaluated*	**Continuing Contract Teachers (Tenured)**	**Limited Contract Teachers (Non-Tenured) & Those Applying for Tenure**	**Teachers Needing Improvement Plan**
October	Professional Growth conference held with evaluator prior to **October 31.**	Professional Growth conference held with evaluator prior to **October 15.**	Improvement planning conference held with evaluator prior to **October 15.**
November		First Evaluation Cycle completed by **November 10.**	First Evaluation Cycle completed by **November 10.**
January - March	First Evaluation Cycle completed by **January 25.**	Second Evaluation Cycle completed by **March 15.**	Second Evaluation Cycle completed by **January 25.**
May	Second Evaluation Cycle completed May **1.** Completion of Final Summative Rating Form by **May 10.**	(if needed) Third Evaluation Cycle completed by **May 1.** Completion of Final Summative Rating Form by **May 10**.	Third Evaluation Cycle completed by **May 1.** Completion of Final Summative Rating Form by **May 10.**
June			Those teachers being non-renewed will be notified in writing by **June 1.**

ASSESSMENT OF TEACHER PERFORMANCE



GLOSSARY OF TERMS

ARTIFACTS: Documents that correlate and support the lesson(s).

CONTINUING CONTRACT (TENURE): Continuing contract status that is granted to a teacher by the North Royalton Board of Education. The teacher is responsible for notifying their building principal and the district central office of impending eligibility for tenure by September 30th. Proper forms may be obtained from the building main office or the district central office. Teachers may apply in their third year of service if they hold a five-year professional license that was issued prior to January 1, 2011, or in their second year of service to the North Royalton Schools if tenure has been granted in a previous district. For teachers receiving initial licensure after January 1, 2011, application may be made for tenure during the seventh year of service to the district.

EVALUATION CYCLE: An evaluation cycle includes a pre-conference, holistic/focused classroom observation, informal classroom walkthrough(s) and post-conference.

EVALUATOR: The district administrator(s) and/or supervisor responsible for the evaluation of the teacher. The evaluator must hold a credential established by the Ohio Department of Education and has completed the state sponsored training and passed an online credentialing assessment.

LIMITED CONTRACT (NON-TENURED): A teacher receiving a (one year) limited contract.

OBSERVATION: Observation that consists of classroom visitation of at least 30 minutes and includes a post-conference and may include a pre-conference.

HIGH QUALITY STUDENT DATA: The teacher evaluation will use at least two measures of district-determined HQSD to provide evidence of student learning attributable to the teacher

being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.

- Determining appropriate, expected, and above expected growth and/or achievement for the Evidence of Student Learning Component (Element 1.3) will be established through conversation and collaboration between the teacher and the evaluating administrator, as well as what constitutes "most students" for the population of students being considered.

TEACHER: Any person who is employed under a teaching license or a under a professional or permanent teacher's certificate and who spends at least 50% of the time employed providing student instruction.

TEACHER COMMENTS FOR AGREEMENT AND/OR DISAGREEMENT: Teacher's statement(s) agreeing with or disagreeing with evaluator's position(s). This may include a request for another evaluation and/or evaluator.

THERAPEUTIC SPECIALIST: Any person who is employed under a license or a under a professional or permanent certificate and is serving the district in the following capacities: School Counselor; School Psychologist, Speech Language pathologist.

EVALUATION FORMS

A. ***Professional Growth Plan:*** The purpose of the Professional Growth Plan is to develop goals using multiple data sources, including self-assessment based on the standards, high-quality student learning data and identified focus area(s). Goals must align to any school district and/or building improvement plan(s); consider alignment to the vision and mission of any plan(s). Evidence of progress toward one or more goals must be measurable. In addition, evidence may be qualitative, quantitative or both.

B. ***Improvement Plan:*** The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system.

C. ***Pre-Observation:*** Form used to gather information and artifacts as to the lesson the administrator is observing. Completed electronically within OhioES.

D. ***Teacher Evaluation Performance Rubric:*** Holistic scoring document in which the evaluator will provide the best overall description of the teacher's effectiveness based on the classroom observations and walkthroughs.

E. ***Final Summative Rating Form:*** Final evaluation that includes feedback and forms collected from all the observations and walkthroughs completed during the year. Also includes the 50% student data tabulation.

F. ***Teacher Non-renewal:*** Form used in conjunction with the Teacher Summative Evaluation to indicate the administrator's reasons for recommending non-renewal of a teacher's contract.

G. ***Tenure Application:*** See evaluation process, II Specific Evaluation Procedures, Section C. Form must be completed and submitted to building administrator by September 30th of the year of tenure eligibility. *(Appendix C in negotiated agreement)*

H. ***Informal Observation/Classroom Walkthrough:*** classroom visits where the evaluator is present to look for predetermined evidence of specific practices based on the Ohio Teaching Standards. The walkthroughs last anywhere from two to ten minutes, and the aim of the classroom walkthrough is to provide direct and specific feedback to teachers based on the snapshot observed. The feedback from the walkthrough will be provided to the teacher in a timely fashion through OhioES.

All forms are found electronically in the ohioes.com system.

SECTION B:

Non-OTES Instructors

PART 1:

NORTH ROYALTON CITY SCHOOLS
NON-OTES PROCEDURES

NORTH ROYALTON CITY SCHOOLS
EVALUATION INSTRUMENT

INTRODUCTION

The North Royalton City School District believes that teacher evaluation is a continuous, cooperative, and collaborative process which promotes professional growth and development for teachers, thereby improving and enhancing the teaching/learning process.

NORTH ROYALTON CITY SCHOOLS EVALUATION PROCESS:

The North Royalton City Schools evaluation process is a natural outgrowth of our Peer Assistance for Professional Development Program, Pathwise Framework of Teaching and the Charlotte Danielson Model of Teacher Evaluation.

Mutual interests were considered in developing a process that would encourage teachers to assume responsibility for their own professional growth and development as well as one which would enable the evaluation of professional educators who are at different levels in their teaching careers.

The evaluation process includes a total of four domains for effective teaching which include: Planning and Preparation, The Classroom Environment, Instruction, and Professional Responsibilities.

EVALUATION OBJECTIVES:

1) To provide teachers with a continuous process of evaluation and professional growth.

2) To provide teachers with opportunities for improvement in the four domains.

3) To assist teachers in developing and achieving goals for the improvement of professional skills.

4) To recognize successful performance within the four domains.

5) To provide a collaborative process of improvement within the four domains.

6) To cooperatively develop strategies that enhances teaching and learning.

7) To maintain a dynamic, reflective, and professional process of evaluation with yearly revision if necessary.

WHO IS TO BE EVALUATED:

a) **First Year Teachers** (new to the profession or new to the district)

b) **Second Year Teachers** (second year in the district)

c) **Third Year Teachers** (limited contract)

d) **Eligible teachers applying for continuing contract** (tenure)

e) **All others every fourth year or sooner**

f) All teachers with a continuing contract and those teachers with a limited contract who were in at least their tenth (10th) year of service to the North Royalton City School District during the 2004-2005 school year have the option to be placed in the Professional Development Project Cycle. Those teachers who have fewer than ten (10) years of service in the North Royalton City School District during the 2004-2005 school year and a limited contract will be placed in the Direct Evaluation Cycle.

CONTINUING CONTRACT (TENURE) CRITERIA:

The teacher is responsible for notifying their building principal and the district central office of impending eligibility for tenure by September 30th. Proper forms may be obtained from the building main office or the district central office. Teachers may apply in their third year of service if they hold a five-year professional license that was issued prior to January 1, 2011, or in their second year of service to the North Royalton Schools if tenure has been granted in a previous district. For teachers receiving initial licensure after January 1, 2011, application may be made for tenure during the seventh year of service to the district.

EVALUATION PROCESS:

I. General Evaluation Procedures:

1. All teachers in the North Royalton City School District will receive information regarding the evaluation process and materials.
2. The first formal observation, including the pre-observation conference, will be completed no later than November 1st.
3. The final evaluation will be completed by April 1st.
4. The teacher will receive a copy of all documentation applicable to the evaluation process.
5. Pre- and post-observation conferences, if applicable, will be scheduled as close to the time of the classroom visitation as possible.
6. In case of a disagreement concerning the evaluation, the teacher has the right to file a written statement of position to be attached to the evaluation.
7. Praxis assessment provides licensure and does not guarantee continued employment with the North Royalton City School District.

II. Specific Evaluation Procedures:

A. First Year Teacher:

1. At least one formal and two informal direct observations will be made.

2. The formal classroom observation, including the pre-observation conference, will be scheduled with the teacher and be completed by November 1st.

3. The second observation and post-observation conference will be completed by February 1st.

4. The final observation and post-observation conference (including the summative evaluation) will be completed by April 1st.

B. Second Year Teacher:

1. At least one formal and one informal direct observation will be made.

2. The formal classroom observation, including the pre-observation conference, will be scheduled with the teacher and be completed by November 1st.

3. The final observation and post-observation conference (including the summative evaluation) will be completed by April 1st.

C. Third Year Teacher:

1. At least one formal and one informal direct observation will be made.

2. The formal classroom observation, including the pre-observation conference, will be scheduled with the teacher and be completed by November 1st.

3. The final observation and post-observation conference (including the summative evaluation) will be completed by April 1st.

D. Teachers Applying for Continuing Contract (Tenure):

1. Teachers may apply in their third year of service in the district or in their second year of service in the North Royalton City School District if continuing contract status (tenure) had been granted in a previous school district or previously granted by the North Royalton City School District.
2. Continuing Contract (Tenure) Application completed and submitted to the building principal by September 30th of the year of continuing contract (tenure) eligibility.

3. At least one formal and one informal direct observation will be made.

4. The formal classroom observation, including the pre-observation conference, will be scheduled with the teacher and be completed by November 1st.

5. The final observation and post-observation conference (including the summative evaluation) will be completed by April 1st.

E. <u>Limited Contract Teachers With Four Years+ in the District</u>:

Follow procedures listed in Section IIC (above) every four years.

F. <u>Continuing Contract (Tenured) Teachers</u>:

1. Follow procedures listed in Section IIC (above) every four years.

- OR -

2. Professional Development Project (See PDP Guidelines and Forms).

(Following option 1 or 2 will be decided by mutual agreement between the teacher and evaluator. If there is no mutual agreement, the evaluator shall make the determination.)

GLOSSARY OF TERMS

ARTIFACTS: Documents that correlate and support the lesson(s) or Professional Development Project.

CONTINUING CONTRACT (TENURE): Continuing contract status that is granted to a teacher by the North Royalton Board of Education. The teacher is responsible for notifying their building principal and the district central office of impending eligibility for tenure by September 30th. Proper forms may be obtained from the building main office or the district central office. Teachers may apply in their third year of service if they hold a five-year professional license that was issued prior to January 1, 2011, or in their second year of service to the North Royalton Schools if tenure has been granted in a previous district. For teachers receiving initial licensure after January 1, 2011, application may be made for tenure during the seventh year of service to the district.

DIRECT EVALUATION CYCLE: The process of the formal observation, the informal observation(s), and the summative evaluation.

EVALUATION FORMS:

A. **Pre-Observation Questionnaire:** Form used to gather information and artifacts as to the lesson the evaluator is observing.

B. **Observation Form:** Form used to check competencies observed in the classroom or discussed during the pre- or post-observation conference. Competencies are based on the Praxis evaluation method.

C. **Teacher Summative Evaluation:** Final evaluation that includes feedback and forms collected from all the formal and informal observations during the year.

D. **Teacher Non-renewal:** Form used in conjunction with the Teacher Summative Evaluation to indicate the evaluator's reasons for recommending non-renewal of a teacher's contract.

E. **Continuing Contract (Tenure) Application:** See evaluation process, Section II (Specific Evaluation Procedures), Subsection D. **This form must be completed and submitted to building principal by September 30th of the year of continuing contract (tenure) eligibility**.

F. **Professional Development Project:** A specific area of improvement and/or enrichment and growth selected by the continuing contract teacher and approved by the evaluator. (See PDP Manual.) Any teacher with a limited contract who was in at least his/her tenth (10th) year of service in the North Royalton City School District during the 2004-2005 school year has the option to be placed in the Professional Development Project Cycle.

EVALUATOR: The administrator(s) and/or supervisor responsible for the evaluation of the teacher. Each teacher shall have only one evaluator.

FORMAL (DIRECT) OBSERVATION: Observation that consists of a pre-observation conference, visitation (generally classroom visitation), and post-observation conference. The direct observation shall be a minimum of thirty (30) minutes in length and shall be made with full knowledge of the teacher being evaluated.

INFORMAL (DIRECT) OBSERVATION: A classroom observation that will consist of the evaluator stopping in a class unannounced, making a contact, or discussing a lesson or Professional Development Project (PDP) in an informal manner.

LIMITED CONTRACT TEACHER: A teacher who does not have tenure.

TEACHER COMMENTS FOR AGREEMENT AND/OR DISAGREEMENT: Teacher's statement(s) agreeing with or disagreeing with evaluator's position(s). These comments may include a request for another evaluation and/or evaluator. In addition to the teacher's comments, if a teacher requests another evaluator, this request shall be in writing to the Superintendent/designee.

ALL FORMS RELATED TO THE NON-OTES EVALUATION PROCEDURE CAN BE FOUND ON THE DISTRICT STAFF PURPLE PAGE UNDER "EVALUATION INFORMATION"

PART 2:

NORTH ROYALTON CITY SCHOOLS
PROFESSIONAL DEVELOPMENT PROJECT
(PDP)

NORTH ROYALTON CITY SCHOOLS

PROFESSIONAL DEVELOPMENT PROJECT MANUAL

A Professional Development Project (PDP) can be an alternative to the direct evaluation cycle for continuing contract (tenured) teachers. Its purpose is to enhance professional teaching practices. The project will be mutually agreed upon by the teacher and evaluator. It must be substantive and reflect one or more of the following:

- District/Building Goals
- Individual Professional Development Plan (IPDP)
- Danielson's Teaching Domains

It may be either directly or indirectly observable. Certain projects may involve classroom visits by the evaluator.

Questions to consider in selecting a Professional Development Project:

- In your practice, what is an area related to Danielson's Model you have always wanted to work on but never have?
- What would you consider to be your most pressing need as a professional?
- Is there a teaching technique you would like to develop?
- Are there classroom aids you would like to develop?
- Are there enrichment experiences for students, parents and/or teachers you would like to develop?
- Are there areas of your Individual Professional Development Plan (IPDP) that need attention?
- Is there a district or building goal to which you can contribute?

PROFESSIONAL DEVELOPMENT PROJECT TIMELINE

October 1st: Professional Development Project Orientation

November 1st: Individual Conferences to Establish Professional Development Project

April 1st: Completed and Final Evaluation of Professional Development Project

Editable Forms for PDP are found on district staff Purple Page

SECTION C:

Ohio School Counselor Evaluation System (OSCES)

NORTH ROYALTON CITY SCHOOLS
OHIO SCHOOL COUNSELOR EVALUATION INSTRUMENT

INTRODUCTION

The North Royalton City School District believes that school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The processes for evaluating the performance of school counselors has been developed collaboratively with members of the North Royalton Education Association for the purpose of promoting and enhancing the professional growth and development of the school counselors. The contents of this document are provided for informational and procedural purposes and do not replace or override the contents of the North Royalton Standards-Based School Counselor Evaluation policy which is contained in the negotiated agreement between the North Royalton Education Association and the North Royalton Board of Education. This manual is to be used for reference purposes only.

EVALUATION OBJECTIVES

1) To provide counselors with a continuous process of evaluation and professional growth.
2) To provide counselors with opportunities for improvement in the counseling standards.
3) To assist counselors in developing and achieving goals for the improvement of professional skills.
4) To recognize successful performance.
5) To provide a collaborative process of improvement.
6) To cooperatively develop strategies that enhances performance through a holistic process by trained evaluators based upon the Ohio Standards for School Counselors:
    I. Comprehensive school counseling program plan;
    II. Direct services for academic, career, and social/emotional development;
    III. Indirect services; partnerships and referrals;
    IV. Evaluation and data;
    V. Leadership and advocacy; and
    VI. Professional responsibility, knowledge and growth.
7) To maintain a dynamic, reflective, and professional process of evaluation with yearly revision if necessary.

WHO IS TO BE EVALUATED:

All Counselors as defined below in the North Royalton School District will be evaluated each year, with the following exception:

- Counselors who have been granted a continuing contract by the Board and who receive a cumulative rating of "Accomplished" on any current evaluation, may be evaluated every three years, providing that counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three years, the counselor will nevertheless be provided with at least one observation and conference in any year that such counselor is not formally evaluated.
- Counselors who have been granted a continuing contract by the Board and who receive a cumulative rating of "Skilled" on any current evaluation, may be evaluated every other school year, providing that counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three years, the counselor will nevertheless be provided with at least one informal observation/walkthrough and conference in any year that such counselor is not formally evaluated.

**The Board may elect not to evaluate a counselor who was on leave from the School District for fifty percent (50%) or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the counselor was scheduled to be evaluated.*

A "school counselor" for the purpose of this OSCES section is an employee who holds a license issued by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

CREDENTIALED EVALUATORS:

For purposes of this process, each counselor subject to evaluation will be evaluated by a current District Administrator employed by the North Royalton City School District who has completed the OSCES training as required by the Ohio Department of Education.

CONTINUING CONTRACT (TENURE) CRITERIA:

The counselor is responsible for notifying their building principal and the district central office of impending eligibility for tenure by September 30th. Proper forms may be obtained from the building main office or the district central office. Counselors may apply in their third year of service if they hold a five-year professional license that was issued prior to January 1, 2011, or in their second year of service to the North Royalton Schools if tenure has been granted in a previous district. For counselors receiving initial licensure after January 1, 2011, application may be made for tenure during the seventh year of service to the district.

EVALUATION PROCESS:

I. General Evaluation Procedures:

1. All counselors in the North Royalton City School District will receive information regarding the evaluation process and materials.
2. Each evaluation of a counselor will be conducted by one evaluator who will conduct all pre-conference meetings, formal classroom observations, post conference meetings and informal walkthroughs.
3. Timelines will be outlined in Section II: Specific Evaluation Procedures
4. At least one observation must consist of a pre conference, with the observation date mutually agreed upon by the teacher and evaluator. Subsequent pre conferences will be determined by mutual agreement of the two parties; however, if the teacher requests a pre conference, one will be granted.
5. All observations will have a post conference.
6. Observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.
7. Pre and post conferences, if applicable, will be scheduled as close to the time of the observation as possible. It is strongly encouraged that the evaluator reflect and prepare the written summary of the classroom visitation as soon as possible and that the post conference is conducted in a timely fashion.
8. Informal walkthroughs will be required for the evaluation cycle.
9. The summative evaluation will be completed by May 10.
10. While the evaluator has the right to prepare materials to make effective use of the post-conference and evaluation conference, it is understood that no final ratings will be made until the post conference discussion with the teacher is complete.
11. The counselor will receive a copy of all documents (which may be electronic versions) that are applicable to the evaluation process, including the observation summary.
12. In case of a disagreement concerning the evaluation, the counselor has the right to file a written statement of position to be attached to the evaluation.

II. Specific Evaluation Procedures:

A. Continuing Contract Counselors (Tenured):

1. All off-cycle counselors will be evaluated every year as follows:
    a. Counselors rated "Accomplished" will be evaluated every three years providing that student metrics remain at "skilled" levels.
    b. Counselors rated "Skilled" will be evaluated every two years providing that student metrics remain at "skilled" levels.
    c. Counselors who meet either (a) or (b) will complete a "self-assessment", and will have one informal observation/classroom walkthrough with a post conference conducted by the evaluating administrator. The observation cycle will be completed by **May 1**. Additional walkthroughs may continue to be conducted on these "off-cycle" years.

2. All on-cycle counselors will be evaluated every year as follows:
    a. All counselors on-cycle will complete the Self-Assessment by **September 30**.
    b. For counselors on cycle, a Professional Growth conference with evaluating administrator prior to **October 31.** The teacher and evaluator will collaboratively determine goals which are based on the teacher's self-assessment, previous evaluations and student data and complete a Professional Growth Plan. Determination of the student metrics will also be made during this conference.
    c. One formal observation and informal observation/walkthrough(s), with the performance rating rubric, must be completed for each cycle. The first cycle must be completed no later than **January 25**. The second cycle must be completed no later than **May 1.**
    d. The counselor will complete the Performance Rubric with the evaluator. The performance rubric must contain data and information obtained through observations and walkthroughs conducted by the evaluator.
    e. Completion of the Final Summative Rating Form by **May 10**.

B. <u>Limited Contract Counselors (Non-Tenured):</u>

1. All non-tenured counselors will be evaluated every year. The counselor will complete the Self Assessment by **September 30**.
2. A Professional Growth conference with evaluating administrator prior to **October 15**. The counselor and evaluator will collaboratively determine goals which are based on the teacher's self-assessment, previous evaluations and student data and complete a Professional Growth Plan. Determination of the student metrics will also be made during this conference.
3. One formal observation and informal observation/walkthrough(s), with the performance rating rubric must be completed for each cycle. The first cycle must be completed no later than **November 10.** The second cycle must be no later than **January 25**. The third cycle must be completed no later than **May 1.**
4. The counselor will complete the Performance Rubric with the evaluator. The performance rubric must contain data and information obtained through observations and walkthroughs conducted by the evaluator.
5. Completion of the Final Summative Rating Form by **May 10**.

C. <u>Counselors Needing Improvement Plan:</u>

1. Improvement Plans are developed for a counselor by the evaluator in response to a final summative rating of "Ineffective". The administrator will:
    i. Identify, in writing, the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for School Counselors;
    ii. Specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies;
    iii. Develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available;
    iv. Determine additional education or professional development, provided by the District, needed to improve in the identified area(s);

v. Gather evidence of progress or lack of progress.

2. Improvement planning conference with evaluating administrator prior to **October 15.** The Evaluator will determine two professional goals which are based on the teacher's previous evaluations and student data.
3. Observation cycle is dependent upon contract status:
   a. Tenured: One formal observation and informal observation/walkthrough(s), with the performance rating rubric must be completed for each cycle. The first cycle must be completed no later than **January 25**. The second cycle must be no later than **May 1.**
   b. Non-Tenured: One formal observation and informal observation/walkthrough(s), with the performance rating rubric must be completed for each cycle. The first cycle must be completed no later than **November 10**. The second cycle must be no later than **January 25**. The third cycle must be completed no later than **May 1.**
4. If an evaluator believes that the counselor may be in jeopardy of being non-renewed, the evaluator should inform the counselor of this concern at the post conference of the second cycle.
5. Completion of the Performance Rubric with the evaluator. The performance rubric must contain data and information obtained through observations and classroom walkthroughs conducted by the evaluator.
6. Completion of the Final Summative Rating Form by **May 10**. If the evaluator believes they will be making a recommendation of non-renewal, the counselor will be informed of this at the final evaluation conference.
7. A counselor who receives their first summative "ineffective" rating will have a different evaluator provided for him/her the subsequent year, provided the counselor is still employed by the District.
8. A counselor who will be non-renewed/terminated must be notified in writing of the Board's intent to take action by **June 1**.

D. **<u>Counselors Applying for Continuing Contract (Tenure):</u>**

1. Tenure Application completed and submitted to building administrator by **September 30** of the year of tenure eligibility.
2. Completion of the Self Assessment by **September 30**.
3. Professional Growth conference with evaluating administrator prior to **October 15.** The counselor and evaluator will collaboratively determine two professional goals which are based on the counselor's self-assessment, previous evaluations and student data.
4. One observation and informal observation/walkthrough(s), with the performance rating rubric must be completed for each cycle. The first cycle must be completed no later than **November 10**. The second cycle must be no later than **January 25**. The third cycle must be completed no later than **May 1.**
5. Completion of the Performance Rubric with the evaluator. The performance rubric must contain data and information obtained through observations and walkthroughs conducted by the evaluator.
6. Completion of the Final Summative Rating Form by **May 10**.

**On-Cycle to be Evaluated*	**Continuing Contract Counselors (Tenured)**	**Limited Contract Counselors (Non-Tenured) & Those Applying for Tenure**	**Counselors Needing Improvement Plan (Tenured Counselor)**	**Counselors Needing Improvement Plan (Non-Tenured Counselor)**
September	Self Evaluation Rubric completed by **September 30.**	Self Evaluation Rubric (and tenure application if applicable) completed by **September 30**.	Self Evaluation Rubric and tenure application completed by **September 30.**	Self Evaluation Rubric completed by **September 30.**
October	Professional Growth conference held with evaluator prior to **October 31.**	Professional Growth conference held with evaluator prior to **October 15.**	Improvement planning conference held with evaluator prior to **October 15.**	Improvement planning conference held with evaluator prior to **October 15.**
November		First Evaluation Cycle completed by **November 10.**		First Evaluation Cycle completed by **November 10.**
January	First Evaluation Cycle completed by **January 25.**	Second Evaluation Cycle completed by **January 25.**	First Evaluation Cycle completed by **January 25.**	Second Evaluation Cycle completed by **January 25.**
May	Second Evaluation Cycle completed May **1.** Completion of Final Summative Rating Form by **May 10.**	Third Evaluation Cycle completed by **May 1.** Completion of Final Summative Rating Form by **May 10**.	Second Evaluation Cycle completed by **May 1.** Completion of Final Summative Rating Form by **May 10.**	Third Evaluation Cycle completed by **May 1.** Completion of Final Summative Rating Form by **May 10.**
June				Those counselors being non-renewed will be notified in writing by **June 1.**

Metrics of Student Outcomes

The Ohio School Counselor Evaluation Rubric includes a seventh area, the Metric(s) of Student Outcomes. The rubric describes four levels of school counselor performance for the Metric(s) of Student Outcomes area. **In order to be rated accomplished for just this area of the rubric, the school counselor must clearly demonstrate a positive change in students' knowledge, behavior or skills within all three student domains (academic achievement, college/career, and social/emotional).*

In this portion of the evaluation rubric, the school counselor provides data demonstrating that students' skills, knowledge or behaviors have positively changed as a result of the school counselor's actions. The school counselor must clearly demonstrate the ability to positively impact student outcomes. The school counselor and evaluator should collaboratively pre-determine metrics they will use for this portion of the evaluation rubric at the beginning of the evaluation cycle. It is recommended that the school counselor and evaluator select metrics that most clearly reflect the work of the school counselor being evaluated and clearly illustrate a link between the work and the student outcomes.



All forms related to OCES are found electronically in the ohiotpes.com system.

APPENDIX E

FAIR SHARE FEE

[This Article **(formerly Article 22)** was invalidated as a matter of law based on the U. S. Supreme Court decision in *Janus v. AFSCME, Council 31,* 585 U.S. __, 138 S. Ct. 2448 (2018) and fair share fees will therefore not be implemented; however, the prior language in this Article is preserved in Appendix ___ should the law change. **If by judicial pronouncement or legislative enactment, fair share fees are reinstated, the parties will use this language and do not need to bargain further.**]

Each teacher covered by this Agreement who fails to voluntarily acquire or maintain membership in the Association by October 1st of any school year, or within a twenty-five (25) day period following his/her initial employment, shall be required to pay a fair share fee.

A. The notice of the amount of annual fair share fee, which shall not be more than 100% of the UEP (NREA, NEOEA, Leadership Council, OEA, NEA) dues of the Association, shall be transmitted by the Association to the Board's Treasurer by October 5th of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. The Association shall also transmit to the Board's Treasurer by October 5th the names of the teachers who have elected not to join the Association (those who will be paying a fair share fee). The Board's Treasurer will deduct the fair share fee from the paychecks of the teachers who elect not to join the Association beginning with the first paycheck in February. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.

B. The Board's Treasurer shall inform the Association when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join the Association, the Association shall inform the Board's Treasurer of that within thirty (30) days of that teacher's date of hire and shall also inform the Board's Treasurer as to that teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first paydate after the later of sixty (60) days of employment or the first paycheck in February.

C. The fair share fee shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code.

D. No teacher is required to become a member of the Association.

E. The Association recognizes its obligation to fairly and equitably represent all teachers whether or not they are members of the Association, to the extent required by law.

F. The Association agrees to indemnify and hold the Board harmless from any payments, judgments, costs, or expenses incurred as a result of the implementation and enforcement of this provision provided that (1) the Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may

be claimed; and (2) the Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

1. The Association reserves the right to designate counsel to represent and defend the Board; provided, however, that the Board reserves the right to employ co-counsel at its own expense.

2. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

NORTH ROYALTON CITY SCHOOL DISTRICT
412
CERTIFICATE

(Sections 5705.41, 5705.412 and 5705.44 of the Revised Code)

RE: North Royalton Education Association Agreement

The undersigned, Treasurer of the Board of Education of the North Royalton City School District, Ohio certifies that the money required to meet the obligations of the Board during Fiscal Year 2026, 2027, and 2028 under the attached qualifying contract have been lawfully appropriated by the Board for such purposed and are in the treasury or in the processes 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 Royalton City School District, Ohio and the Superintendent of Schools of the North Royalton City School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set froth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

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

Date May 15, 2025

Treasurer, Board of Education
North Royalton City School District, Ohio

Superintendent of Schools
North Royalton City School District, Ohio

President, Board of Education
North Royalton City School District, Ohio