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MASTER AGREEMENT

between the

NORDONIA HILLS CITY SCHOOL DISTRICT BOARD OF EDUCATION

and the

NORDONIA HILLS EDUCATORS' ASSOCIATION

August 16, 2025 through August 15, 2028

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PREAMBLE

This Agreement is made and entered into by and between the Nordonia Hills City School District Board of Education (the "Board") and the Nordonia Hills Educators' Association (the "Association"), an affiliate of the Ohio Education Association (OEA), and sets forth all mutual agreements and understanding of the parties.

ARTICLE 1 – RECOGNITION

A. TERMS OF RECOGNITION

1. The Nordonia Hills City School District Board of Education (hereinafter referred to as the "Board") recognizes the Nordonia Hills Educators' Association/OEA/NEA (hereinafter referred to as the "Association" or "NHEA"), as the exclusive representative for full-time and regular part-time teachers, department chairpersons, librarians, guidance counselors, school psychologists, athletic director assistants, tutors, coordinators (other than those listed in paragraph 2 below). Long-term substitutes who work 60 consecutive days in a single assignment or are employed in a position scheduled for 60 or more consecutive days shall be part of the Association bargaining unit. Long-term substitutes shall be paid at the BA base salary of this Agreement beginning with the 61st such day of employment. The employment of such persons shall conclude automatically at the end of their term of service as a long-term substitute without the requirement of compliance with the evaluation and non-renewal processes of this Agreement and Ohio law. For a long-term substitute who is employed in a regular teaching position during that year or the next year, seniority will be counted from the first day of service as a long-term substitute which immediately precedes her/his employment in a regular teaching position.

2. Positions excluded from the bargaining unit include superintendents, principals, directors of business and athletics, coordinators/supervisors of pupil personnel and auxiliary services, supervisors with evaluation responsibility, instructional aides and casual substitute teachers.

3. Recognition granted herein shall preclude recognition of any other organization representing the teachers during the term of this Master Agreement.

4. The term "tutor" will be defined as individuals providing short-term irregular instruction, and individuals who lack proper (Reading) certification and assigned to Title I. This does not include Home Instruction.

    a. In the event the administration determines to add licensed personnel to perform in the capacity of tutors/small group instructors, the Superintendent shall ask the NHEA President to appoint representatives of the Association to meet with representatives of the Board to consider the duties which might

be assigned to such persons, the qualifications to be required of the candidates and the salaries to be associated with such positions. The committee shall submit its report and recommendations to the LMC within thirty (30) days of the request of the Superintendent to the Association President. That timeline may be extended by mutual agreement.

b. The current 2009-2010 tutor seniority list shall be merged with the 2009-2010 teacher seniority list to make one seniority list. Forevermore, if the position of "tutor" is activated then the seniority list will be kept in accordance with Article 9(A)(3)(a)(1).

5. All teaching employees new to the District shall be conditionally employed until the Board receives the results of a criminal records check from the Bureau of Criminal Identification and Investigation (BCII) and Federal Bureau of Investigation (FBI). The Board shall initiate the BCII and/or FBI check as promptly as possible, and in no case later than the next business day following Board approval of conditional employment of a teaching employee. During that period of conditional employment, the new teaching employee shall be considered a member of the bargaining unit represented by the Association and entitled to all provisions of this Agreement. If the report received from BCII and/or FBI indicates the individual does not qualify for employment as defined in Ohio Revised Code 3319.39(B)(1), the individual shall be informed that he/she is being released immediately from conditional employment and the reason, i.e. the report from BCII and/or FBI, for the release. No individual released from conditional employment under this section, nor the Association, shall have the right to bring a grievance, request arbitration or initiate any other form of legal proceeding against or involving the Board to contest the employee's release from conditional employment pursuant to Ohio Revised Code 3319.39(B)(1) and this section except as it relates to a challenge of the accuracy/validity of the BCII and/or FBI report.

An employee who intends to challenge the accuracy/validity of a BCII and/or FBI report must so advise the Assistant Superintendent within five (5) workdays of his/her removal from the position. If the teacher or the Board receives a modified BCII and/or FBI report which would make him/her eligible for employment within sixty (60) calendar days of the initial removal, then the teacher shall be reinstated to his/her former position, but is not entitled to any compensation from the Board including back pay and benefits, for the period of removal. An individual who receives a modified BCII and/or FBI report which would make him/her eligible for employment more than sixty (60) calendar days after the initial removal shall have no entitlement to an employment position with the District unless the disqualifying BCII or FBI report was a mistake and there was no fault on the part of the bargaining unit member or unless a regular teacher has not been hired for the position for which the teacher was initially hired.

B. <u>CHANGES IN RECOGNITION</u>

Recognition of the Association as exclusive bargaining representative may be withdrawn in accordance with the procedures specified in Ohio Revised Code 4117.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

A. DIRECTING REQUESTS

If either of the parties desires to negotiate items which are proper subjects of negotiations, it shall notify the other party in writing not earlier than one hundred twenty (120) days prior to expiration and not later than the ninety (90) days prior to expiration. Notification in writing from the Association shall be served on the Superintendent, and from the Board shall be addressed to the Association President.

Prior to March 1 of the final year of the Master Agreement, the Association and the Board, by mutual agreement, may begin discussions concerning the possible employment of an alternative bargaining model, e.g. Interest-Based Bargaining. This process can be discontinued at any time by either party. In the event of that occurrence, the time lines specified in Article 2 will begin.

B. NEGOTIATIONS MEETINGS

1. Within fifteen (15) days after receipt of such notice, an initial meeting will be held at which both parties will submit in writing their proposals; and, thereafter, additional items shall not be submitted by either party unless the other party consents thereto.

2. Proposals shall, in form and detail, specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto.

   Topical listing of items proposed for negotiations ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded. Dates mentioned in any of the articles of this Master Agreement may be extended by mutual consent.

3. Negotiations meetings shall be in executive session, unless otherwise mutually agreed upon by both parties. Unless an alternative bargaining model is employed or unless the parties agree otherwise, meetings will be held during nonstudent contact time.

4. Other rules for conducting the negotiations procedures, which are deemed necessary and not covered by this Article, may be discussed and agreed upon at this first session.

C. DEFINITIONS

1. "Negotiable items" are salaries, fringe benefits, terms and conditions of employment, and such other items as may be mutually agreed upon.

2. "Good faith" involves coming to the negotiations table with the intention of negotiating openly and fairly. "Good faith" requires that the Board and/or Administration and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one party, that party is obligated to give its reasons or offer counterproposals. The obligation of the Board and/or the Administration and the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

D. REPRESENTATION

The Board or its designated representative(s) shall meet with the Association or its designated representative(s) to negotiate in "good faith." Each team shall limit its representation to five (5) members, unless otherwise agreed upon at the first meeting.

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be granted all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be a provision for replacement of members on the respective teams.

E. EMPLOYEE PARTICIPATION RIGHTS

The fact that an employee participated in negotiations as a member of the team, alternate or advisor/specialist to that team, shall not be recorded in his/her personnel file or in any way used in the transfer, assignment, or promotion process; nor shall this fact be used in any recommendations for reemployment or recommendations for employment; nor shall that person, the Association or its officers be placed in jeopardy or be subject to reprisal or discrimination from the Board or its Administration for their part in negotiations and Association activity.

F. INFORMATION

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision; and neither party is obligated to develop data or information not in existence or to re-work, re-draft, summarize, compute, or otherwise develop data or information in other than its existing form.

G. WHILE NEGOTIATIONS ARE IN PROGRESS

1. Caucus

The chairperson of either group may caucus his/her group for independent discussion at any time. Unless mutually agreed upon at the time, the caucus shall not exceed thirty (30) minutes.

2. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No items so initialed shall be binding until all items are initialed.

3. Schedule of Meetings

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

4. Media

Until impasse is declared, no party shall make any statement to the media about the progress or status of negotiations. A copy of any media release shall be furnished to the other party at the same time and by the same method.

H. CHANGES IN NEGOTIATIONS PROCEDURES

1. If either party desires changes in the negotiations procedures, that party shall include the proposed changes along with the initial letter sent to open negotiations or the letter of response, as the case may be.

2. These proposed amendments will become the initial items for discussion in the upcoming negotiations and, if agreed upon, shall become a part of the total package to be ratified by the Association and adopted by the Board.

3. By mutual consent, the amendments tentatively agreed upon may be followed during that particular series of negotiations.

I. AGREEMENT

1. When tentative agreement is reached on all items being negotiated, a final written copy shall be prepared.

2. The tentative agreement will first be submitted to the Association membership.

3. Upon approval of the bargaining unit membership, the tentative agreement will be signed by the Association President and submitted to the Board for consideration of approval at their next regular or special meeting.

J. DISAGREEMENT

1. If agreement is not reached, the parties will endeavor to select a mutually acceptable mediator. If the parties are unable to each such agreement, either party may request the services of the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. If the FMCS cannot furnish a mediator, the parties shall select a mediator; but, if the parties cannot agree upon a mediator within five (5) days of refusal of FMCS to mediate, the mediator shall be selected through the American Arbitration Association pursuant to its rules. If the mediator is unable to resolve the dispute and the parties jointly request a report, the mediator may issue an advisory report containing recommendations for resolution.

2. The costs of mediation shall be equally shared by the Association and the Board.

ARTICLE 3 – GRIEVANCE PROCEDURE

[For Grievance Forms, see Appendices A-1, A-2]

A. GRIEVANCE POLICY

The Board recognizes that in the interest of effective personnel management, a grievance procedure is necessary whereby its professional staff members can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedure shall be available to all professional staff members of the bargaining unit; and no reprisals of any kind shall be taken against any professional staff member initiating or participating in the grievance procedure.

B. GRIEVANCE DEFINED

A "grievance" is an alleged violation, misinterpretation, or misapplication of the written provisions of this Master Agreement.

C. PURPOSE AND OBJECTIVE

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

D. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

1. An aggrieved professional staff member, at his/her sole choosing, may appear on his/her own behalf or may be represented at any or all steps of the grievance procedure by the designated representative and/or the Association.

2. Decisions rendered at each formal level will be made in writing on the forms hereto attached, setting forth the decision and the reasons therefore.

3. No records, documents or communications concerning a grievance will be placed in the personnel file of any of the participants. Records of the grievance will be kept confidential.

4. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the Administrator deciding the grievance has authority to make a decision.

5. Hearings held under this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

6. The Association, as such, shall have the right to file a grievance.

7. Nothing in this Master Agreement shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice or record.

E. TIME LIMITS

1. Number of days indicated at each step is considered a maximum.

2. If a grievance is not initiated at Level One within forty-five (45) days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.

3. "Days" shall be regular working days.

4. During the summer vacation months, the grievance filing limitation of forty-five (45) days will be waived. Once the grievance procedure has been initiated, the time line limits will be adhered to. Failure to follow the prescribed procedures will result in:

   a. Administrative failure, grievance will go to next step; or

   b. Association failure, will result in dismissal of grievance.

F. PROCEDURE

1. Level One (Formal)

The grievant may submit a formal, written grievance to his/her Building Principal or Immediate Supervisor who will, within ten (10) days of receipt of said grievance, schedule a conference with grievant and either side's representative(s). Resolution of the grievance will be reduced to writing and signed by the parties. This shall conclude the process.

If the agreement is not reached during the meeting, the Building Principal will render a written decision within ten (10) days following the conference and forward that decision to the grievant. Copies of the decision will be mailed to the Association President and the Superintendent.

2. Level Two (Formal)

If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may, within ten (10) days after receiving the Level One decision, submit the grievance in writing to the Superintendent who will, within five (5) days of receipt of said grievance, schedule a conference with the grievant and either side's representatives. Resolution of the grievance will be reduced to writing and signed by the parties. This shall conclude the process.

If the agreement is not reached during the meeting, the Superintendent shall render a written decision within ten (10) days following the hearing and forward copies to the grievant and the grievant's Building Principal or Immediate Supervisor. Copies will be mailed to the Association President.

3. Level Three (Formal)

If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant (through the Association) may request a hearing before an arbitrator. The request for arbitration shall be made within ten (10) days following receipt of the disposition of the grievance in Level Two. The request for arbitration shall be made in writing to the Superintendent. Within ten (10) days following receipt by the Superintendent of the request for arbitration, the Board or its designated representative and the grievant shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected as follows:

a. A mutual request for a list of seven (7) names shall be submitted to the AAA. It shall be specified within the request that no less than three (3) arbitrators named by the AAA shall be from Ohio. Each party may request one (1) additional list.

b. The list of seven (7) names shall be reduced to one (1) by the alternate-strike method. The party striking the first name shall be determined by a toss of a coin.

Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA. Arbitrator shall have the authority to consider only a single grievance.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Agreement, nor add to, detract from, or modify the language therein, in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her, and to submit observations or declarations of opinion which are directly essential in reaching the determination.

The costs for arbitration shall be shared equally by the Board and the Association.

G. MISCELLANEOUS

1. Nothing contained herein will be construed as limiting the right of any professional staff person from resolving a grievance at the informal level without intervention of the Association, provided the resolution is not inconsistent with the terms of this Master Agreement, and the Association has been given the opportunity to be present and to state its views.

2. The Association may have a representative present at all formal steps of the grievance to represent the interests of the Association. (Grievance Forms: Appendix A)

ARTICLE 4 – COMPENSATION

A. PAY PERIODS

1. Teachers shall be paid in twenty-four (24) pay periods per year. Any pay deductions made on a yearly basis will be prorated over the pay periods. Pay dates will be on the 15th and the 30th of each month, unless the 15th or 30th is on a Saturday, Sunday, or nonbanking day. In that event, the pay date shall be on the closest banking day preceding the 15th or 30th. Employees will not receive compensation in advance of work to be performed.

2. Direct Deposit

   All employees shall receive their compensation payments via direct deposit and paystubs via Employee Kiosk.

   The Treasurer shall accommodate a request for temporary cessation of direct deposit due to major changes in the employee's life circumstances, for example, divorce, and provided that further the Treasurer shall be required to comply with State and Federal laws, as well as court orders, with respect to employee payroll.

B. SALARY SCHEDULES

1. The salary schedules and their effective dates will be found in Appendices D-1, D-2, and D-3.

   August 1, 2025 2%

   August 1, 2026 2% + 1 step restored for all bargaining unit members who were frozen on steps between 2011 and 2014. This excludes new hires in 2013-2014 and anyone who is no longer employed by the Board as of the date of this Agreement. This will be one step restored in the same manner as the step that was restored in August of 2023.

   August 1, 2027 2%

2. Salary adjustments will be recognized on the training grid of the salary schedule. Credits earned within the College of Education, or those directly applicable to the teacher's assignment, or areas of certification as presented at the time of employment, or completed as part of the individual development plan approved by the LPDC will be recognized for advancement on the training grid of the salary schedule.

3. Adjustment to the salary schedule shall be made only once per year at the October Board meeting in increments as follows:

a.	BS	Bachelor's Degree
b.	BS+15	15 Semester Hours after receiving Bachelor's Degree
c.	BS+30	30 Semester Hours after receiving Bachelor's Degree
d.	MA	Master's Degree
e.	MA+15	15 Semester Hours after receiving Master's Degree
f.	MA+30	30 Semester Hours after receiving Master's Degree
g.	PhD/EdD	Doctor of Philosophy Degree/Education Doctorate Degree

Adjustments made at the October meeting shall be retroactive to the beginning of the contract year.

4. Teachers shall be paid a longevity amount of $800.00 at steps 26, 27, and 28 and a longevity amount of $1000.00 at steps 29 and above.

5. Step movement, horizontal or vertical, on the teaching and supplemental salary schedules shall resume beginning with the 2014-15 school year. However, advancement of only two (2) horizontal steps will occur each year for eligible bargaining unit members.

C. SUMMER SCHOOL/KINDERGARTEN SCREENING SALARY

1. Any teacher who is employed and assigned to teach during summer school shall be issued a contract. The teacher shall be paid at an hourly rate equal to .0007 of the base salary in effect.

2. Any teacher who takes part in Kindergarten Screening during the summer shall be paid at an hourly rate equal to .0007 of the base salary in effect.

3. Teachers that accumulate continuous service in Summer School or Kindergarten Screening will be compensated at .00075 per hour for their second summer and .00085 per hour for their third summer.

D. PERIOD SUBSTITUTE REIMBURSEMENT

1. Teachers who are asked to substitute for another teacher shall be excused when it will unduly interfere with their teaching performance. When a teacher is asked by the Administration to substitute for another teacher, that teacher shall be paid at an hourly rate equal to .0007 of the base salary in effect.

2. Class coverage pursuant to the above shall be arranged by the Building Principal and distributed as equitably as possible among the teachers in said school.

3. When a teacher is required to combine part or all of another teacher's class with his/her class, that teacher shall be paid at the hourly rate equal to .0007 of the base salary in effect.

E. SEVERANCE PAY

1. Employees whose contracts are suspended by the Board as a result of a Reduction in Force are eligible for this provision when their recall rights have expired.

2. An employee who submits her/his written notice of resignation for purposes of retirement effective with the end of that school year shall receive a one time stipend in the gross amount of $1000.00. The written notice must be submitted by February 1st for acceptance at the February Board meeting and once submitted is irrevocable. That payment will be made at the same time as payments under paragraphs 4 and 6 of this section.

3. Employees who retire through the State Teachers Retirement System (STRS) are eligible for severance pay provided the eligible teacher has at least five (5) years' service with the Nordonia Hills City Schools.

4. In any year in which there is no retirement incentive plan the maximum number of days eligible for payment to the employee shall be one-fourth (1/4) of the employee's accrued but unused Sick Leave at retirement up to a maximum accrual of three hundred twenty (320) days. Additionally, the employee shall be eligible to be paid for ten percent (10%) of any days above 320.

5. A teacher who is part-time but who had previously worked full-time in the District shall have his/her rate of pay calculated on a pro-rata basis. For example, if teacher taught full-time for twenty (20) years and part-time for five (5) years, his/her per diem rate of pay would be calculated as follows:

   a. Teacher has a total of sixty (60) days in severance.

   b. Twenty percent (20%) of the sixty (60) days would be at his/her part-time per diem rate.

   c. Eighty percent (80%) of the sixty (60) days would be at his/her full-time per diem rate.

6. No payment shall be made to any employee unless the employee files a signed formal application with the Board Treasurer not later than one hundred twenty (120) days after the last day of employment.

7. All eligible employees shall receive the above severance pay within fifteen (15) days after the effective date of retirement.

8. Payment and Deferral of Severance Pay

a. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the tax deferred "403(b) Annuity Plan for Government Employees" document (the "403(b) Special Pay Plan") available from the Board's 403(b) provider with terms that comply with the requirements of this contract.

b. The terms of the 403(b) Plan shall include the following:

(1) Participation in the 403(b) Plan shall be mandatory for any teacher actively employed on or after January 1, 2005, who would be entitled to Severance Pay, and is or will be age 55 or older in the calendar year in which the teacher retires, or, in the case of a retired/rehired teacher, resigns.

(2) If a retiring teacher is a participant in the 403(b) Special Pay 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.

(3) The required contribution to the 403(b) Plan shall be made within the timeframe described in paragraph E.5. above regarding the payment of severance pay provided, however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount that is permitted under the applicable federal income tax law for that year shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. If there are any remaining amounts, those amounts, shall be contributed to the 403(b) Plan, after the first payroll date in January of the following four calendar years, in each such year not to exceed the maximum permitted under the applicable federal income tax law for each year.

(4) Plan participants shall be required to complete a sponsor enrollment package prior to retirement; and unless and until a member does so, no contribution of severance pay shall be made to under the 403(b) Special Pay Plan on behalf of the member.

(5) If a teacher who retires, is entitled to have a contribution paid to the 403(b) Special Pay Plan, and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the Beneficiary of

the teacher in accordance with the terms of the 403(b) Special Pay Plan as permitted by law and Board policy. In the event a teacher has submitted a letter of intent to retire to the Superintendent and dies prior to the retirement date, severance pay will be paid to the employee's beneficiary if one is named or if there is no beneficiary named, to the employee's estate.

(6) The Plan year of the 403(b) Plan shall be the calendar year starting with January 1, 2009, as restated on June 1, 2022.

c. If a teacher is entitled to Severance Pay and is not an eligible participant in the 403(b) Plan, that teacher (i) will continue to be eligible for any and all severance payments payable in accordance with this article. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

d. 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/her sole discretion, determines is required by law. Neither the Board nor the NHEA guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA, or check payments made to a teacher.

F. CURRICULAR STUDY WORK

1. Teachers who are not department chairpersons involved in a K-6, K-8, or K-12 curriculum assignment that requires more than one (1) after-school meeting a month with staff from other buildings shall be paid at an hourly rate equal to .0007 of the base salary in effect for additional meetings during the month.

2. Teachers, team leaders, or chairpersons who are appointed to chair any K-6, K-8, or K-12 curriculum assignment will also be compensated at the approved rate for the time necessary to organize the task, write reports, and present information. Such compensation will be not less than one percent (1%) and shall not exceed two percent (2%) of the base salary in effect.

3. Staff involved in summer curriculum development assignments shall be paid on a contractual basis at an hourly rate equal to .0007 of the base salary in effect. Payment for such work is issued after submission of proof of completion.

G. WORK OUTSIDE OF THE SCHOOL DAY

Any required meetings, trainings, or work outside of the school day, other than what is already covered herein, shall be paid at the curriculum work rate (.0007 of the base), e.g. Gifted, Dyslexia or other training that occurs outside of the school day).

H. BOARD TAX SHELTERING OF EMPLOYEE'S STRS CONTRIBUTION

1. The Treasurer of the Nordonia Hills City School District Board of Education shall contribute to the STRS, in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employee.

2. The total annual salary for each employee shall be the salary otherwise payable under his/her contract. The total annual salary shall be payable by the Board in two parts: (a) deferred salary and (b) cash salary An employee's deferred salary shall be equal to that percentage of the said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee, and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee, and shall be payable subject to applicable payroll deductions to said employee.

3. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

4. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pick-up." The Board shall report for Federal and Ohio Income Tax purposes as an employee's gross income, said employee's total annual salary less the amount of the "pick-up." The Board shall report for Municipal Income Tax purposes, as an employee's gross income, said employee's total annual salary, including the amount of "pick-up." The Board shall compute Income Tax withholding based upon the gross income as reported to the respective tax authorities.

5. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

6. The "pick-up" shall be a uniform percent for all certified employees and it shall apply to all payroll payments made after the effective date of this provision, and shall not be at the individual employees' option.

7. This provision shall be effective and the "pick-up" shall apply to all payroll payments made after July 1, 1984.

8. The Treasurer is directed to prepare and distribute an addendum to each bargaining unit member's individual contract, which states the following:

   a. That the bargaining unit member's contract salary is being restated in accordance with this provision of the Master Agreement, as consisting of: (a) a cash salary component and (b) a "pick-up" component which is equal to the amount of the bargaining unit member's contribution being "pick-up" by the Board on behalf of the bargaining unit member.

   b. That the Board will contribute to STRS an amount equal to the bargaining unit member's required contribution to STRS in the account of each bargaining unit member.

   c. That all salary and fringe benefits which are indexed to or otherwise determinable by reference to bargaining unit member's rate of pay shall be based upon the member's full salary including both the cash salary component and the "pick-up" component.

9. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this Section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this Section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

I. TUITION REIMBURSEMENT

1. The Board will reimburse certified employees for tuition at State-approved colleges and universities and for other bona fide inservice activities if the Administration requires it of the teacher. If college or university credit is granted, reimbursement may be granted.

2. Studies granting college credit which lead to the direct improvement of knowledge and teaching ability in the teacher's certified field, as stated in his/her contract, shall be reimbursed by the Board in accordance with the following procedure:

3. There shall be an annual total limit on reimbursement of Forty Thousand Dollars ($40,000) per school year.

4. Teachers are eligible to seek reimbursement for up to Eight Hundred Dollars ($800.00) in tuition.

   a. Applications for reimbursement for the preceding school year (September 1-August 31) shall be submitted by October 1 to the Personnel Office and shall include evidence of the expense and an official transcript.

b. In the event applications exceed Forty Thousand Dollars ($40,000) for any year, the total of Forty Thousand Dollars ($40,000) shall be allocated on an equal per capita basis among teachers who submit timely and complete applications.

c. Reimbursement will be made to eligible teachers by November 15. Teachers must be employed by the District and be members of the bargaining unit when courses are taken and at the time of reimbursement. (Exception: Employees who leave the District due to retirement.)

d. This program shall be suspended for the 2025-2026, 2026-2027, and 2027-2028 school years.

e. Speech and Language Pathologists (SLPs) will be eligible for reimbursement for costs incurred to attend conferences sponsored by the American Speech-Language Hearing Association (ASHA) and the Ohio Board of Speech Pathology and Audiology where CEUs necessary for their licensure are earned.

J. SUPPLEMENTALS

1. No teacher shall be required to accept a supplemental contract as a condition of reemployment except in music and publications, newspaper and yearbook, or for any other supplemental duties conducted during the school day.

2. No member of the certified staff shall be required or requested by the Administration to perform the duties, normally associated with the supplemental contracts listed within this Negotiated Contract, without receiving the stipulated pay for such duties.

3. The Association President will assign a bargaining unit member to be the "District Advocate" for all nonathletic supplemental positions. The Athletic Director will act as the advocate for all athletic supplemental positions. If a bargaining unit member wishes to substantially alter an existing position or create a new position, the bargaining unit member will petition in writing the appropriate advocate. The advocate will forward to the Association President and the Superintendent a job description for the new or altered position. The Superintendent will have ten (10) days to determine the compensation level if he/she decides to recommend the position to the Board. The Association President will then have ten (10) days to comment upon the compensation level recommended by the Superintendent. The Superintendent's recommendation, along with any comments or recommendations from the Association President will be submitted to the Board which shall make the final decision regarding compensation for the new or substantially altered position. Should the Association not agree with the Board's salary decision, the Association may raise the issue in the next round of negotiations. Should such negotiations

produce an agreement which places the salary level of the new or altered position above or below that set by the Board, any such change shall be retroactive to the first date of service in the position by the present staff member. The Administration reserves the right to initiate a new supplemental position at any time. Compensation will be established according to the procedure stated above.

4. All athletic supplemental contracts shall be offered to qualified certificated staff first and then to other individuals only if no certificated staff member has been selected for the position. A certificated staff member shall be deemed "qualified" if he/she has had successful prior coaching or related experience in the same area as determined by the Administration.

   The only exception to the above procedure will pertain to the filling of any head coaching position at the high school. In the event of a high school head coaching position opening, the current staff will be considered simultaneously to certified applicants for an open position as posted by the Personnel Office.

   All nonathletic supplemental contracts shall be offered to qualified certificated staff first and then to other individuals only if no certificated staff member has been selected for the position. A certificated staff member shall be deemed "qualified" if he/she has had successful prior experience in the same area or similar areas or a special interest in the position as determined by the Administration.

5. All supplemental contracts shall be considered limited contracts.

6. Bargaining unit members will not evaluate other bargaining unit members.

7. Should a head coach believe the number of student athletes is such that additional assistant coaches are needed, they will summarize the issue and submit it to the Athletic Director for review. Should additional coaches be authorized, the parties agree to write an MOU to reflect this.

8. Supplemental Salaries

   The following supplemental salaries, which shall be the specified percentage of the BS base, shall be paid to those persons who fill the following extracurricular positions:

ATHLETICS-HIGH SCHOOL	0-4 Yrs	5-7 Yrs	8+ Years
Athletic Director Assistant	15%	15.75%	16.5%
Head Girls Varsity Volleyball Coach	14%	14.75%	15.5%
Assistant Girls Varsity Volleyball	11%	11.75%	12.5%
Head Girls JV Volleyball Coach	11%	11.75%	12.5%
Head Girls Freshmen Volleyball Coach	10%	10.75%	11.5%
Head Boys Varsity Volleyball Coach	14%	14.75%	15.5%
Assistant Boys Varsity Volleyball Coach	11%	11.75%	12.5%
Head Boys JV Volleyball Coach	11%	11.75%	12.5%
Head Boys Freshman Volleyball Coach	10%	10.75%	11.5%
Head Cross Country Coach	14%	14.75%	15.5%
Assistant Cross Country Coach	11%	11.75%	12.5%
Head Boys' Soccer Coach	14%	14.75%	15.5%
Assistant Boys' Soccer Coach	11%	11.75%	12.5%
JV Boys' Soccer Coach	11%	11.75%	12.5%
Head Girls' Soccer Coach	14%	14.75%	15.5%
Assistant Girls' Soccer Coach	11%	11.75%	12.5%
JV Girls' Soccer Coach	11%	11.75%	12.5%
Head Football Coach	20%	20.75%	21.5%
Football Assistant, Varsity	15%	15.75%	16.5%
Football Assistant	13%	13.75%	14.5%
Football Assistant	13%	13.75%	14.5%
Football Assistant	13%	13.75%	14.5%
Football Assistant	13%	13.75%	14.5%
Football Assistant	13%	13.75%	14.5%
Head Freshmen Football Coach	12%	12.75%	13.5%
Freshmen Football Coach Assistant	10%	10.75%	11.5%
Head Boys' Basketball Coach	18%	18.75%	19.5%
Assistant Boys' Basketball Coach	13%	13.75%	14.5%
Assistant Boys Basketball Coach (JV)	11%	11.75%	12.5%
Assistant Boys' Basketball Coach (Fresh)	10%	10.75	11.5%
Head Girls' Basketball Coach	18%	18.75%	19.5%
Assistant Girls' Basketball Coach	13%	13.75%	14.5%
Assistant Girls' Basketball Coach (JV)	11%	11.75%	12.5%
Assistant Girls' Basketball Coach (Fresh)	10%	10.75%	11.5%
Head Boys Varsity Wrestling Coach	18%	18.75%	19.5%
Assistant Boys Varsity Wrestling Coach	10%	10.75%	11.5%
Assistant Boys Varsity Wrestling Coach	10%	10.75%	11.5%
Head Boys JV Wrestling Coach	11%	11.75%	12.5%
Head Girls Varsity Wrestling Coach	18%	18.75%	19.5%
Head Varsity Football Cheerleading Coach	10%	10.75%	11.5%
Head JV Football Cheerleading Coach	8%	8.75%	9.5%
Head Freshman Football Cheerleading Coach	6%	6.75%	7.5%
Head Varsity Basketball Cheerleading Coach	10%	10.75%	11.5%
Head JV Basketball Cheerleading Coach	8%	8.75%	9.5%

ATHLETICS-HIGH SCHOOL	0-4 Yrs	5-7 Yrs	8+ Years
Head Freshman Basketball Cheerleading Coach	6%	6.75%	7.5%
Head Varsity Boy's Bowling Coach	8%	8.75%	9.5%
Head Varsity Girls' Bowling Coach	8%	8.75%	9.5%
Assistant Varsity Boys' Bowling Coach	6%	6.75%	7.5%
Assistant Varsity Girls' Bowling Coach	6%	6.75%	7.5%
Head Ice Hockey Coach	14%	14.75%	15.5%
Ice Hockey Assistant Coach	11%	11.75%	12.5%
Ice Hockey Assistant Coach	11%	11.75%	12.5%
Head Baseball Coach	14%	14.75%	15.5%
Assistant Baseball Coach, Varsity	12%	12.75%	13.5%
Assistant Baseball Coach, Junior Varsity	11%	11.75%	12.5%
Assistant Baseball Coach, Junior Varsity	9%	9.75%	10.5%
Assistant Baseball Coach, Freshmen	8%	8.75%	9.5%
Head Softball Coach	14%	14.75%	15.5%
Assistant Softball Coach, Varsity	12%	12.75%	13.5%
Assistant Softball Coach, Junior Varsity	11%	11.75%	12.5%
Assistant Softball Coach, Junior Varsity	9%	9.75%	10.5%
Assistant Softball Coach, Freshmen	8%	8.75%	9.5%
Head Boys' Tennis Coach	10%	10.75%	11.5%
Assistant Boys' Tennis Coach	8%	8.75%	9.5%
Head Girls' Tennis Coach	10%	10.75%	11.5%
Assistant Girls' Tennis Coach	8%	8.75%	9.5%
Head Boys' Golf Coach	10%	10.75%	11.5%
Assistant Boys' Golf Coach	8%	8.75%	9.5%
Head Girls' Golf Coach	10%	10.75%	11.5%
Assistant Girls' Golf Coach	8%	8.75%	9.5%
Spring Head Track Coach	14%	14.75%	15.5%
Spring Assistant Track Coach	11%	11.75%	12.5%
Spring Assistant Track Coach	11%	11.75%	12.5%
Spring Assistant Track Coach	11%	11.75%	12.5%
Spring Assistant Track Coach	11%	11.75%	12.5%
Spring Assistant Track Coach	11%	11.75%	12.5%
Spring Assistant Track Coach	11%	11.75%	12.5%
Winter Indoor Track Coach	4%	4.75%	5.5%
Winter Indoor Track Distance Coach	4%	4.75%	5.5%
Head Swimming Coach	16%	16.75%	17.5%
Assistant Swimming Coach	14%	14.75%	15.5%
Diving Coach	14%	14.75%	15.5%
Head Varsity Girls Flag Football Coach	10%	10.75%	11.5%
Assistant Varsity Girls Flag Football Coach	8%	8.75%	9.5%
Head JV Girls Flag Football Coach	8%	8.75%	9.5%
HS Accommodations Coach	5%	5%	5%

ATHLETICS-MIDDLE SCHOOL	0-4 Yrs	5-7 Yrs	8+ Years
Athletic Director Assistant	13%	13.75%	14.5%
Head Volleyball Coach	8%	8.75%	9.5%
Assistant Volleyball Coach	7%	7.75%	8.5%
Head Cross Country Coach	8%	8.75%	9.5%
Assistant Cross Country Coach	7%	7.75%	8.5%
Head Football Coach	10%	10.75%	11.5%
Assistant Football Coach	8%	8.75%	9.5%
Assistant Football Coach	8%	8.75%	9.5%
Assistant Football Coach	8%	8.75%	9.5%
Assistant Football Coach	8%	8.75%	9.5%
Head Boys' Basketball Coach	8%	8.75%	9.5%
Assistant Boys' Basketball Coach	7%	7.75%	8.5%
Head Girls' Basketball Coach	8%	8.75%	9.5%
Assistant Girls' Basketball Coach	7%	7.75%	8.5%
Head Wrestling Coach	8%	8.75%	9.5%
Assistant Wrestling Coach	7%	7.75%	8.5%
Fall Head Cheerleading Coach	4%	4.75%	5.5%
Winter Head Cheerleading Coach	4%	4.75%	5.5%
Spring Head Track Coach	10%	10.75%	11.5%
Assistant Track Coach	8%	8.75%	9.5%
Assistant Track Coach	8%	8.75%	9.5%
Assistant Track Coach	8%	8.75%	9.5%
Assistant Track Coach	8%	8.75%	9.5%
Assistant Track Coach	8%	8.75%	9.5%
MS Accommodations Coach	5%	5%	5%

NONATHLETICS-HIGH SCHOOL	0-4 Yrs	5-7 Yrs	8+ Years
Instrumental Music Director	18.5%	19.25%	20%
Instrumental Music Assistant	11.5%	12.25%	13%
HS Art Club	3%	3.75%	4.5%
HS Culture Club	3%	3.75%	4.5%
HS College Credit Plus	$500/sem.	$500/sem.	$500/sem.
HS Drama Club	3%	3.75%	4.5%
HS Environmental Club	3%	3.75%	4.5%
HS Student Allies	3%	3.75%	4.5%
HS Mascot Advisor	5%	5.75%	6.5%
HS Student Service Club	4%	4.75%	5.5%
HS Math Club	3%	3.75%	4.5%
HS Red Cross Club	3%	3.75%	4.5%
HS Robotics Club	3%	3.75%	4.5%
HS Student Recognition Program Coordinator	3%	3.75%	4.5%

NONATHLETICS-HIGH SCHOOL	0-4 Yrs	5-7 Yrs	8+ Years
Choral Director	5%	5.75%	6.5%
Marching Band Assistant	5%	5.75%	6.5%
Head Winter Guard	3%	3.75%	4.5%
Head Winter Drumline	3%	3.75%	4.5%
Print Shop	2%	2.75%	3.5%
Class Advisor 9th	4%	4.75%	5.5%
Class Advisor 10th	4%	4.75%	5.5%
Class Advisor 11th	5%	5.75%	6.5%
Class Advisor 12th	8%	8.75%	9.5%
Class Advisor 12th	5%	5.75%	6.5%
Science Olympiad	3%	3.75%	4.5%
Computer Club	3%	3.75%	4.5%
Academic Challenge	3%	3.75%	4.5%
Director of Musical	9%	9.75%	10.5%
Auditorium Manager (per play)	3%	3.75%	4.5%
Director of Fall Play	4%	4.75%	5.5%
Publications Advisor (Yearbook)	10%	10.75%	11.5%
Publications Advisor (Newspaper)	5%	5.75%	6.5%
Pep Club	3%	3.75%	4.5%
Pep Club Assistant	3%	3.75%	4.5%
National Honor Society	4%	4.75%	5.5%
National Honor Society Assistant Advisor	3%	3.75%	4.5%
Show Choir	6%	6.75%	7.5%
Assistant Show Choir	4%	4.75%	5.5%
Student Council	8%	8.75%	9.5%
World Language Club	3%	3.75%	4.5%
Mock Trial	3%	3.75%	4.5%
Technology Advocates	6%	6.75%	7.5%
Senior Internship Program Coordinator	3%	3.75%	4.5%
Student Supervisor	4%	4.75%	5.5%
School Communications Specialist	5%	5.75%	6.5%
Future Educators Club	3%	3.75%	4.5%
You Belong Social Club	4%	4.75%	5.5%
Stem Day Coordinator	3%	3.75%	4.5%
Ski Club	3%	3.75%	4.5%
Student Activities Specialist	6%	6.75%	7.5%

NONATHLETICS-MIDDLE SCHOOL	0-4 Yrs	5-7 Yrs	8+ Years
Instrumental Music Director	8%	8.75%	9.5%
7th & 8th grade Choral Director	6%	6.75%	7.5%
Director of Drama	3%	3.75%	4.5%

Science Olympiad	3%	3.75%	4.5%
Spelling Bee	1.5%	2.25%	3%
Student Activities Specialist	3%	3.75%	4.5%
Yearbook	3%	3.75%	4.5%
Student Council	5%	5.75%	6.5%
Power of the Pen	3%	3.75%	4.5%
Bookstore	1.5%	2.25%	3%
Content Advocates (includes Special Education)	6%	6.75%	7.5%
Student Service Club	4%	4.75%	5.5%
Technology Advocates	6%	6.75%	7.5%
Eighth Grade Trip Coordinator	3%	3.75%	4.5%
School Communications Specialist	3%	3.75%	4.5%
Class Advisor 7th	3%	3.75%	4.5%
Class Advisor 8th	3%	3.75%	4.5%
Ski Club	3%	3.75%	4.5%
G.I.R.L.S. Club	3%	3.75%	4.5%

NONATHLETIC-ELEMENTARY/ INTERMEDIATE	0-4 Yrs	5-7 Yrs	8+ Years
Student Council	4%	4.75%	5.5%
6th grade camp coordinator	2%	2.75%	3.5%
Art Show/Music Show – 1 each	2%	2.75%	3.5%
Lee Eaton Choral Director	2%	2.75%	3.5%
Lee Eaton Yearbook Advisor	3%	3.75%	4.5%
Lee Eaton Bowling Club	3%	3.75%	4.5%
Ledgeview Music Show	2%	2.75%	3.5%
Northfield Art Club	2%	2.75%	3.5%
Content Advocates	6%	6.75%	7.5%
Technology Advocates	6%	6.75%	7.5%
Ski Club K-6	4%	4.75%	5.5%
Student Activities Specialist	3%	3.75%	4.5%
School Communications Specialist	3%	3.75%	4.5%

NONATHLETIC – K-12	0-4 Yrs	5-7 Yrs	8+ Years
PE/Art/Music Coordinators	4%	4.75%	5.5%
Best BUDS District Coordinator	5%	5.75%	6.5%
Grades 7-12 Best BUDS Advisor	3%	3.75%	4.5%
Grades K-6 Best BUDS Advisor	3%	3.75%	4.5%
CAMPS Supplemental pay amounts for camps such as, but not limited to, basketball, soccer, and middle school band, shall be fee supported exclusively.			

Supplemental contracts for the position of High School chairperson in a department, foreign language chairpersons (grades 7-12), Middle School/Lee Eaton team leader, or Elementary/Intermediate group leader will be based on an Index of four percent (4%) of BA base salary for that year. For each teacher above three (3) in the department or team, the person shall receive an additional one percent (1%). The chairs of the High School Departments for English, Mathematics, Science, and Social Studies shall receive no more than ten percent (10%) for such service. Educational Media Coordinator and the Guidance Department Chair will be based on an index of ten percent (10%) of the BA base salary for that year.

A staff member who is substituting for an administrator as a supervisor for an extra-curricular activity will be paid at the hourly rate equal to .0007 of the base salary in effect.

Guidance Counselor Extended Service Per Year

High School Chair Counselor	-	10-13 days
High School Counselor	-	8-10 days
Middle School Counselor	-	8-10 days
Lee Eaton Counselor	-	7 days
Elementary/Intermediate (K-4) Counselor	-	3 days
Speech and Language Pathologists	-	0-3 days

9. Additional planning time offered to the teacher of a supplemental contract who is not granting academic credit for the class/activity may be removed at any time. However, additional planning time shall be granted to the chairs of the English, Mathematics, Science and Social Studies departments at the High School.

10. If an employee changes positions within a discipline (i.e., Assistant Soccer Coach becomes Soccer Head Coach or Ninth Grade Class Advisor becomes Tenth Grade Class Advisor), the employee's longevity within that discipline shall continue uninterrupted. Calculation of longevity shall begin with the 2012-13 school year moving forward.

11. Teachers with continuous longevity within a discipline for which there is a supplemental contract will be credited for their years of service in that discipline beginning with the 2014-15 school year. Retroactivity for prior years related to this issue will not be paid.

K. PAYROLL DEDUCTIONS

1. Deductions of yearly dues and/or fees shall be authorized for payroll deduction (either standard or continuous) by the teacher.

NHEA will notify the Treasurer's office not later than October 15th of any change in the amount of membership dues or if any member opts out of membership.

2. The following Association dues will be deducted monthly, October through July:

   a. Nordonia Hills Educators' Association (NHEA)

   b. Ohio Education Association (OEA)

   c. National Education Association (NEA)

   d. North Eastern Ohio Education Association (NEOEA)

   e. FCPE, according to Ohio Revised Code 3599.031.

3. The total amount deducted shall be forwarded monthly to the Association Treasurer for distribution; this will not include a breakdown of the above.

4. In addition, the following shall also be deducted:

   a. Health insurance, monthly, September – August

   b. Annuities, per pay period, September – August

   c. Credit Union, per pay period, September – August

5. All monies deducted for the Credit Union and annuities shall be forwarded no later than three (3) days after the scheduled payday.

L. MILEAGE REIMBURSEMENT

Mileage reimbursement will be allowed staff members assigned to more than one (1) building for interbuilding travel. Mileage reimbursement is also available for preapproved field trips in an employee vehicle, attendance at professional meetings, and preapproved travel within the school community for Home Economics supplies not available from regular Board supply sources. Such reimbursement will be at the rate established by the IRS.

M. COMPUTING SALARIES (PART-TIME)

1. The Board agrees to pay in salary a percentage of the salary that employee would earn under a full-time contract. This percentage will be calculated:

   a. at the secondary level using the daily instructional assignments of the part-time teacher divided by the daily instructional assignments of a full-time

teacher at that building/within that department. The part-time teacher shall be assigned a proportionate amount of non-classroom duties and planning time;

b. at the elementary/intermediate level using a percentage of the 420 minute full time day, provided that no part-time employee shall have less than ten (10) minutes per day of planning time or five (5) minutes per hour, whichever is greater.

2. In addition, the following is agreed upon:

a. No current employee suffers a loss if rehired to the same position.

b. Full-time positions will not be split to make two (2) part-time positions, unless an agreement is made, i.e., job sharing.

N. RESPONSE TO INTERVENTION (RTI)

Members, including case managers, required to attend IEP and/or RTI meetings outside the school day shall be compensated for time of actual attendance at ¼ hour increments at the base salary rate (Step 0, BS Column). The District will strive to limit the case load of the RTI Case Manager to 2 students but in no event will the case load of the Case Management exceed 3 students.

ARTICLE 5 – FRINGE BENEFITS

A. TEACHER OPTION

All fringe benefits listed below shall be provided as single or family plan at the option of the employee.

B. DURATION OF FRINGE BENEFITS

Duration of fringe benefits shall extend through August for teachers who leave the District at the end of the school year, unless the teacher chooses to receive total final payment of salary before the above date.

C. MEDICAL INSURANCE

In order to be eligible for insurance, an employee must be employed for at least thirty (30) hours per week.

Employees shall not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG-adopted coverage information.

1. The Board agrees to pay eighty-three percent (83%) of the premium for family coverage and eighty-six percent (86%) of the premium for single coverage in 2025-2026, 2026-2027, and 2027-2028.

2. The Board agrees to pay a percentage of the total annual premium for single coverage for part-time certificated employees that are under a regular teaching contract. This percentage will equal the percentage calculated when comparing the part-time workday to that described in Article 10, Section C of this Contract. Any cost beyond the maximum will be borne by the employee through payroll deductions. This Section applies to current members only. Bargaining unit members hired after January 1, 1995, must be assigned to work thirty (30) hours or more per week in order to participate in the insurance programs.

3. Bargaining Unit Employees of the Nordonia Hills City School District shall pay, through payroll deduction, all premium increases in medical and dental insurance exceeding five percent (5%) above the previous plan year's premium. Any such increase above five percent (5%) shall be equally (50/50) shared between the District and the Bargaining Unit for the remaining term of the Agreement.

4. Stark County Schools Council of Governments

   The Board may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, vision, and life insurance through the COG. The coverage shall be standardized COG specifications.

5. Preferred Provider – Doctors/Hospitals

   a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the COG Health Insurance Program.

   b. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.

6. Preferred Provider – Prescription Drugs

   The Board shall provide, through the COG, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

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

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

c. The deductible will be waived.

d. The list of covered expenses shall be agreed upon by the COG and the Stark County/Canton OEA office representative.

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

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

7. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in the ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

8. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a Health Maintenance Organization (HMO) pursuant to Chapter 1742 of the Ohio Revised Code.

9. If agreement is reached by the Stark County Schools COG and the UniServ Office on common specifications not already contained in this Master Agreement, for the COG member districts, such specifications will become amendments to this Master Agreement upon agreement of the Association President and the Superintendent.

D. GROUP TERM LIFE INSURANCE

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of Sixty Thousand Dollars ($60,000) for every teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in Five Thousand Dollar ($5,000) increments up to a maximum of Sixty Thousand Dollars ($60,000) coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

E. COMPREHENSIVE DENTAL INSURANCE

1. The Board will provide comprehensive dental insurance through the COG that is currently in place.

2. The Board agrees to pay eighty-four and one-half percent (84.5%) in 2023-2024 and eighty-four percent (84%) in 2024-2025 of the monthly premium for family coverage and eighty-seven and one-half percent (87.5%) in 2023-2024 and eighty-seven percent (87%) in 2024-2025 of the monthly premium for single coverage.

F. VISION BENEFIT PLAN INSURANCE

1. The Board will provide vision insurance through the COG that is currently in place.

2. The Board agrees to pay the cost of the monthly premium for single coverage and the cost of the monthly premium for family coverage for those full-time employees requesting the respective coverages.

3. The Board agrees to pay a percentage of the total premium for single coverage for part-time certificated employees who are under a regular teaching contract. This percentage will equal the percentage calculated when comparing the part-time workday to that described in Article 10, Section C herein. Any cost beyond the maximum will be borne by the employee through payroll deduction.

G. SECTION 125 – TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses, and dependent coverage will be provided under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRC Section 125 Tax Shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care Reimbursement Account and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

H. PREMIUM HOLIDAYS

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

I. SPOUSAL COVERAGE

Any new participants in the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who was employed with one COG employer prior to June 30, 2015, and moved thereafter to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

J. MEDICAL INFORMATION

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared with the chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OEA Labor Relations Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the chairperson and the designated OEA Labor Relations Consultant.

ARTICLE 6 – LEAVES

A. ASSAULT LEAVE

1. The Board will provide up to a maximum of thirty (30) school days' Assault Leave to a certified employee who is absent due to a physical disability resulting from an assault by a person(s) other than a certified staff member of the District, which occurs in the course of a certified employee's Board employment. The certified employee will be maintained on full pay status during the period of such absence [up to a maximum of thirty (30) school days] under the following provisions:

    a. The certified employee who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify use of the leave.

    b. Medical attention is required and a certificate from a licensed physician stating the nature of the disability and its duration shall be provided before Assault Leave can be approved for payment.

    c. Application is filed within fifteen (15) school days of the alleged assault or, if hospitalized, within five (5) school days after release.

2. Falsification of either a written, signed statement or a physician's certificate may be grounds for suspension or termination of employment under O.R.C. 3319.16.

3. Assault Leaves granted under these regulations shall not be charged under Sick Leave earned or earnable under O.R.C. 3319.141, or leave granted under regulations adopted by the Board pursuant to O.R.C. 3319.08.

4. If the certified employee is physically disabled by the assault for longer than thirty (30) school days, additional absence will be charged to the employee's accumulated Sick Leave or Workers' Compensation, whichever is applicable.

5. Any exception to the above must be recommended by the Superintendent and approved by the Board.

B. JURY DUTY LEAVE

1. Each certified employee shall receive leave to the extent needed for jury duty service.

2. When an employee is required to serve jury duty, the Board will pay the employee his/her regular compensation. The employee must provide proof of the date and time served. Any reimbursement received from the court for expenses associated with jury duty shall be retained by the employee.

C. MILITARY LEAVE

1. A certified employee who is called or ordered to active duty in the uniformed services shall be granted a leave of absence from his/her respective duties and shall receive compensation from the Board in accordance with State and Federal Law.

2. A teacher upon discharge from such service, with any type of discharge other than dishonorable, shall be reemployed following such leave if application is made in writing within ninety (90) days of discharge from active duty. Reemployment shall be under the same type of contract as was formerly held and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the beginning of the next semester.

3. A teacher who will need to be absent during the summer term because of military responsibilities shall be ineligible to fill summer school vacancies.

D. PARENTAL/PREGNANCY LEAVE

1. Pregnancy Leave

a. Any teacher who becomes pregnant following her employment by the Board will notify the Assistant Superintendent in writing of her pregnancy and the anticipated delivery date by the end of the first trimester. At that time, she shall indicate the anticipated date of the requested Pregnancy Leave. The teacher will have the right to request a meeting with the

Treasurer or his/her designee regarding the financial implications pertinent to the leave.

b. If her condition requires, a pregnant teacher may use accumulated paid Sick Leave for: (a) disabilities resulting from her pregnancy and (b) for her period of confinement. The Superintendent may require the teacher to supply a written statement from her doctor substantiating that a disability exists.

For purposes of this Section, "period of confinement" shall not exceed more than eight (8) weeks subsequent to delivery without certification by the attending physician that such additional time is necessary.

c. If a pregnant teacher prefers not to use accumulated paid Sick Leave or exhausts her accumulated Sick Leave credit, the teacher may apply for Parental Leave, if qualified.

2. Parental Leave

a. A teacher with one (1) year of service in the District, who is pregnant, whose wife has given birth, or who is adopting a child seventeen (17) years of age or under, may use one of the following long-term leave provisions:

(1) If the teacher's child is born prior to November 1 in the school year, the teacher shall have the remainder of the school year as leave without pay; or

(2) If the teacher's child is born after November 1 in the school year, the teacher shall have the remainder of that school year, as well as the following year, as leave without pay.

b. Prior to March 1 of the school year, the teacher shall indicate his/her intent to return to work from a long-term leave.

c. A teacher on long-term Parental Leave may not come back to work at any time other than at the beginning of the school year, unless a mutually acceptable date of return is established after a conference with the Superintendent.

d. Individuals on long-term Parental Leave may continue group insurance coverages available through the Board by reimbursing the Board for premium costs. Failure to forward premium payments to the Board at the stipulated times will terminate this option.

e. Upon return from approved leave, the teacher shall be entitled to reinstatement to the same position which he/she held prior to Parental Leave

or to a comparable position for which the teacher holds valid, unexpired certification. A teacher returning from leave shall not be entitled to advancement on the salary schedule for the period of absence, gain seniority while on leave, nor shall any Sick Leave accrue during the time the teacher is on a long-term Parental Leave.

f. A Parental Leave of Absence will not exempt a teacher from decisions regarding staff reductions and/or teacher appraisal.

g. A teacher who is adopting a child seventeen (17) years of age or under will be entitled to four weeks of sick leave which do not need to be scheduled consecutively.

E. PERSONAL LEAVE

Each certified employee may be granted up to three (3) days of paid Personal Leave each contract year. Personal days may be taken in only one-half or full day increments. Unused days are nonaccumulative, except as provided in paragraph 6 of this Section.

1. Three (3) days of paid Personal Leave may be taken without reasons under the following conditions:

2. Request must be filed on AESOP at least five (5) days prior to the date of the leave. Unplanned emergency situations that require immediate action, which have the verbal approval of the Immediate Supervisor, will be approved by the Assistant Superintendent after the absence.

   Exceptions may be approved by the Assistant Superintendent in the event of an emergency or where the reason for the leave arises less than 5 days before the leave is needed, for example, attendance at a funeral. In such event the teacher shall submit the request as early as possible.

3. Personal days may not be used for any Association strike activity.

4. Personal days may be limited to ten percent (10%) of the building staff and may not be used the day preceding or day following the winter or spring breaks, legal holidays, comp days, during the first two (2) weeks of the school year, the last two (2) student days of the year, state-wide testing days, actual parent-teacher conference time, or on Mondays or Fridays during the months of May and June except on days when students are not in attendance, provided the teacher and Building Principal have made arrangements for completion of close-out activities.

5. If a teacher needs to use a personal day on one of the days where leave is not allowed under paragraph 4 above, she/he may apply to the Superintendent or designee and shall specify why she/he needs to use such a personal leave day. Approval shall not be unreasonably withheld.

6. On June 30 of each year, teacher's unused Personal Leave shall be added to the employee's accumulated total of unused Sick Leave days.

F. ASSOCIATION LEAVE

1. The Association President or designee may be granted a total of four (4) days with pay for Association business as needed with prior notification and agreement with Building Principal. An additional two (2) days shall be granted for attendance at conventions and Association conferences, provided ten (10) days prior notice is given to the Superintendent. Expenses for such conferences and conventions will not be covered by the Board.

2. The NHEA President or Grievance Chair, as well as other Association members whose presence is required as a witness in the proceeding, shall be granted release time without loss of pay or Personal Leave to participate in arbitration hearings and SERB hearings.

G. PROFESSIONAL LEAVE

1. Teachers, after three (3) years of successful service in the District, may be granted a professional leave of absence without pay, for study, following a recognized and approved plan for professional growth or a recognized emergency situation. Such professional leave may be granted for one (1) or two (2) years. Leaves of absence to do such governmental volunteer work as the Peace Corps, Teachers' Corp, or VISTA may be for two (2) years.

2. Upon approval of such Professional Leave, the teacher guarantees his/her return to the District for at least one (1) year. The teacher will be returned to a position in the District with no loss of seniority, teaching credit for salary and retirement purposes, training and increment categories that he/she had when departing on the leave of absence.

3. The time spent while on such leave shall be evaluated upon his/her return for purposes of teaching credit or training or salary purposes.

4. Exchange teachers under such programs as Fullbright-Hayes shall fall under this category.

5. By assuming full responsibility for meeting all premium costs, the teacher on leave may exercise the option to continue to be covered by all fringe benefits. Failure to forward premium payments to the Board at the stipulated times will terminate the option.

H. SABBATICAL LEAVE

1. A teacher who has completed five (5) years of teaching in the District may be permitted, upon presentation of an acceptable plan relating to professional growth, to take up to one (1) year of Sabbatical Leave. Two percent (2%) of the professional staff shall be considered eligible for Sabbatical Leave during each school year and conflicts when more than this number are requested shall be determined on the basis of seniority. The teacher must promise to return to the District for one (1) year after the completion of the sabbatical leave, or repay all monies granted to him/her by the Board as per an executed promissory note.

2. The Board will pay to the teacher on leave an amount that is equal to the difference between his/her salary ("salary" is the amount that would have been paid if teacher had returned for his/her regular assignment) and the base salary at the BA level. Pay procedures to employees on Sabbatical Leave shall be arranged through the Treasurer's Office and approved by the Superintendent.

3. While the teacher is on Sabbatical Leave, the Board shall continue to provide all fringe benefits in the same manner as provided to all teachers.

I. SICK LEAVE

1. In accordance with O.R.C. 3319.141, each full-time certified employee shall earn up to fifteen (15) days of Sick Leave per school year. Sick Leave shall accumulate at the rate of one and one-fourth (1 ¼) days for each complete month of service. The accumulation of unused Sick Leave shall be unlimited. Sick Leave for each part-time certified employee shall accumulate as provided in the O.R.C. Sick leave days may be taken in only one-half or full day increments.

2. New employees shall receive credit for Sick Leave days accumulated in any elementary or secondary school chartered by the State Department of Education in Ohio, including licensed parochial schools or similar institution, or public agencies in Ohio. It will be the responsibility of the new employee to supply the Board Treasurer with the address of his/her former employer to secure a certified record of the accumulated Sick Leave from the former employer.

3. Ten (10) days of Sick Leave will be advanced to new employees who have not yet earned Sick Leave. Teachers who have one (1) or more years service in the District who have exhausted their accumulated Sick Leave shall be advanced Sick Leave which shall equal, but not exceed in total, the amount the employee would earn during the remaining school year in which it is granted. Deductions for sickness in excess of accumulated Sick Leave will be made from the pay period following the absence or from the employee's final check of that contract year.

4. Sick Leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. As used in this Section, "immediate family" shall be defined as spouse, children, parents, brothers, sisters, mother- and father-in-law, son- and daughter-in-law, grandparents, grandchildren, and others residing in the home of the teacher, or immediate dependents who may be approved by the Superintendent.

5. Sick Leave may be used for:

   a. Such time as is needed, not to exceed three (3) days for each such occasion, in the event of death of a teacher's brother-in-law, sister-in-law, uncle, aunt, niece, or nephew. Additional days may be granted by the Superintendent or his/her designee.

   b. Such time as is needed, not to exceed five (5) days for each occasion, in the event of critical illness or death of a grandchild. Additional days may be granted by the Superintendent or his/her designee.

J. CATASTROPHIC ILLNESS PROCEDURE

1. If a member of the bargaining unit is not eligible for STRS disability and is currently absent for thirty (30) 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 bargaining unit member may donate up to five (5) days of his/her accumulated Sick Leave to the absent teacher.

2. No teacher may receive more than an aggregate of the days remaining in the contract year that the illness first occurs.

3. At least one (1) pay period prior to loss of his/her Sick Leave, the Payroll Office will notify the employee of the date his/her Sick Leave is exhausted. A copy of the notice will be sent to the Association President and Personnel Office.

4. Donation of Sick Leave days shall be initiated by a teacher on a form (see Appendix B) no later than the pay period within which the Sick Leave of the absent teacher is exhausted.

5. Teachers qualifying under this Section will continue to receive benefits during the contract year.

6. Teachers qualifying under this Section will continue to receive their salary during the contract year. "Salary" is defined as gross wages.

7. It is recognized by the parties that in the event that State/Federal regulations are adopted, the Association has the right to adopt the higher standard.

K. OTHER LEAVES

Unless otherwise provided for in this Collective Bargaining Agreement, no leave shall be taken without express written approval of the Superintendent or his/her designee. Such requests shall be submitted to the Personnel Office.

L. FAMILY AND MEDICAL LEAVE

1. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Master Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Master Agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing his/her rights under the Act as provided by law.

2. Leave Provisions

a. Each employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year for a serious health condition of the employee, spouse, child or parent of the employee, for the birth of a child or placement for adoption/foster care with the employee of a child, or for a qualifying exigency arising from the fact that the employee's spouse, child or parent is a covered military member on active duty or call to active duty status. Each employee is entitled to and shall be granted upon request up to twenty-six (26) weeks of unpaid leave per year if the employee's spouse, child, parent, or next of kin is a service member with a serious injury or illness. Where the Board employs both husband and wife, the total amount of FMLA leave is twelve (12) weeks for the couple for the birth or placement of a child. In the event a teacher has taken paid Sick Leave for any of the circumstances for which he/she has applied for and received an unpaid leave of absence, the period of Sick Leave absence shall be deducted from the twelve (12) week annual period for continuation, at Board expense, of health benefits during the otherwise unpaid leave of absence.

b. Any leave beyond twelve (12) weeks in a year for any of the above listed purposes may be granted pursuant to the other leave provisions of this Master Agreement.

c. Eligible employees may choose to substitute paid or unpaid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this Article.

d. The employee shall give the Board thirty (30) days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify Family Leave.

e. When medically necessary, an employee may take intermittent FMLA leave or a reduced work schedule to care for a spouse, child or parent who has a serious health condition, or if the teacher has a serious health condition. The teacher shall make reasonable efforts to schedule treatment so as to not unduly disrupt the regular operations of the Board.

f. In connection with any such leave, the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion conflicts with the first, the Board may require, at Board expense, that the teacher obtain the opinion of a third health care provider, who shall be mutually agreed upon by the employee and the Board. That third health care provider's opinion shall be final and binding regarding the teacher's eligibility for a FMLA leave.

g. Protection of Employment

(1) The Board shall return the employee taking a leave under this Article to the same or equivalent position he/she occupied prior to the leave.

(2) The taking of a leave under this Article shall not result in the loss of any employment benefits accrued prior to the date the leave commenced. These benefits include Sick Leave, Personal Leave, Professional Leave, and vacation.

h. Insurance Continuation

The Board shall continue Board payment towards the cost of such health insurance coverage at the level established under Article 5 to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this Article. Eligibility for continuation, at Board expense, of health insurance benefits is available only following completion for one (1) full school year of employment.

i. Year

For purposes of Family Leave benefits, "year" shall be defined as the rolling 12-month period measured from the date an eligible employee starts any qualifying FMLA leave.

j. Forms

Forms with respect to FMLA leave are those provided by the Department of Labor.

ARTICLE 7 – JOB DESCRIPTIONS

A. HIGH SCHOOL DEPARTMENT CHAIRPERSONS

1. "Department chairperson" shall be defined as a leader of a group of teachers at the High School. They shall fulfill these duties as directed by the Administration:

   a. Schedule and preside at meetings of the department.

   b. Maintain departmental records which shall include inventories and material requisitions.

   c. Aid in class scheduling and assignment within the department.

   d. Form committees to review/select texts and supplemental materials.

   e. Work with the Building Principal to resolve departmental problems.

   f. Form committees to prepare, evaluate and revise courses of study.

   g. Participate in new teacher interviews and make recommendations.

   h. Review facilities with department members to make recommendations for improvements.

   i. Participate at intra-school and inter-school meetings as scheduled by the Administration.

   j. Chairpersons should not be assigned extra duty (i.e. hall duty, etc.) on a permanent basis. All time needed by the chairperson to competently carry out his/her professional responsibilities as outlined.

   k. These duties shall be brought to the attention of all teachers during the opening days of the school year.

   Department chairpersons shall fulfill all other duties as assigned by the Building Principal.

2. Criteria for the Appointment and Selection of New Chairpersons

A department shall be recognized as such when it reaches the size of three (3) full-time teachers. A chairperson shall be appointed for a new department.

3. Remuneration

See Article 4, Section I.

B. COUNSELING SERVICES

1. Counselors will fulfill these duties as directed by their Administration:

a. Counselors shall not be placed in a position where they must handle punitive discipline.

b. Counselors shall be permitted to leave the building for professional reasons or responsibilities such as: meetings with parents, social agencies, juvenile authorities, meetings in other schools in the District, etc.

c. Counselor's assignments require contact with students; therefore, it is expected that a counselor would remain beyond dismissal time to fulfill a normal day's work.

Counselors shall fulfill duties reasonably related to the counselor position as assigned by the Building Principal.

2. Attendance at Professional Meetings

Counselors will be authorized to attend meetings upon the recommendation of the Building Principal and authorized by the Superintendent.

3. Remuneration

See Article 4, Section I.

C. ELEMENTARY/INTERMEDIATE GROUP LEADERS AND MIDDLE SCHOOL/LEE EATON TEAM LEADERS

An "Elementary/Intermediate Group Leader" of "Middle School/Lee Eaton Team Leader" shall be defined as the leader of a group/team of teachers who are engaged in a curriculum project or organizational pattern that requires close cooperation among the participants with regularly scheduled meetings. NHEA bargaining unit members shall not be requested nor assigned to serve as teacher-in-charge or any like capacity in the absence of the Principal. They shall fulfill the following duties and other related duties as agreed to with the Building Principal.

1. Coordinate the development of specific goals and objectives of the group/team and lead the group/team to accomplish the goals.

2. Arrange and conduct group/team meetings at least twice per month.

    a. Disseminate information:

        (1) Student information

        (2) Building information, etc.

    b. Cooperatively set group/team goals.

3. Coordinate communication with parents:

    a. Open House

    b. Newsletters

    c. PTA

    d. Update team online communications

4. Coordinate group/team activities and responsibilities:

    a. Field trips

    b. Classroom and team rules

5. Establish a rotational schedule of cooperatively determined duties.

6. Assist in the orientation of new staff members.

7. Participate in meetings with the Principal, usually monthly, but more often if necessary.

a. Serve as liaison between teachers and Principal.

b. Manage the group/team calendar.

c. Assist with the ordering, budgeting, and inventory of supplies and materials.

8. Coordinate the evaluation of the program and its success in accomplishing its goals.

9. Groups/teams shall be developed when requested by teachers and/or Administrators, and approved by the Superintendent or his/her Assistant.

10. Issue meeting and activity notices.

11. Assist in technology Chromebook rollouts at assigned building.

12. Be an active member of the Building Leadership Team (BLT).

13. Facilitate and lead professional development opportunities with grade-level teams and/or vertical alignment meetings.

14. Assist and lead colleagues in content related questions, assessment development, curriculum mapping, and Chromebook management at the building level.

15. Coordinate, facilitate, and lead grade-level meetings that can include curriculum development, vertical alignment, and other content related opportunities.

16. Middle School Team Leaders and other bargaining unit members shall not be assigned the duties assigned previously to Middle School Department Managers.

ARTICLE 8 – VACANCIES AND REASSIGNMENTS

A. POSTING VACANCIES

1. Definition of Vacancy

A "vacancy" shall be defined as:

a. Death of a bargaining unit member;
b. Retirement of a bargaining unit member;
c. Resignation of a bargaining unit member;
d. Extended leave of absence (for a full school year) of a bargaining unit member;
e. Creation or restoration of a bargaining unit position subject to recall provisions);

f. Non renewal of a bargaining unit member's contract;
g. Termination of a bargaining unit member's employment;
h. Transfer or promotion of a bargaining unit member; or
i. Expansion of a part-time bargaining unit position to a full-time position.

The Administration shall have the right to transfer staff within a building prior to posting a vacancy.

2. When openings occur in an elementary/intermediate building, the Principal will announce the opening to staff in the building for voluntary transfer. The assignment will then be made from the volunteers. He/She will then forward remaining openings to the Personnel/Assistant Superintendent who will post the job and open opportunities for voluntary transfers to that position from any building. District Kindergarten teachers will be an exception to this policy and will retain their Kindergarten assignment regardless of building.

3. During the school year, prior to a position being filled, a seven (7) working day notice will be e-mailed to all staff and will be posted at a designated location within each building announcing any instructional vacancy and/or supplemental positions. For informational purposes, the posting shall include the grade level and building of vacancy. A copy of these notices will also be sent to the Association President and the Building Representatives prior to sending notices outside the District. It is the Association's responsibility to submit to the Personnel Office, a list of Building Representatives.

4. After dismissal for summer recess and during winter break, a copy of the notice of openings will be e-mailed to all staff and will always be posted in the Board Office for seven (7) weekdays, always be sent to the Association President, and available online to all licensed staff.

5. If a part-time employee's position becomes a full-time position, that new full-time position will be posted.

B. <u>VOLUNTARY TRANSFER</u>

1. Teachers may request change of assignment in accordance with this Negotiated Contract. Changes of assignment requests shall refer to the following:

   a. Change of building

   b. Newly created positions within the District

   c. Change of grade level

   d. Change of subject area

2. During the school term, voluntary transfers may be initiated by members of the instructional staff and shall be according to the following guidelines:

   a. Completion of a written request form issued by the Personnel Office at the conclusion of the first semester. (See Appendix C)

   b. A transfer request shall be considered an application and remain active until it is withdrawn by the initiating party, or until the next September 1.

   c. The requesting party shall receive a written confirmation receipt of his/her transfer request.

C. INVOLUNTARY REASSIGNMENT

1. The following guidelines shall be observed in making an involuntary reassignment:

   a. No vacancy will be filled by means of a reassignment or outside hire without first considering a properly certified volunteer available to fill such position. Such decisions will not be made on an arbitrary, capricious, or discriminatory basis.

   b. Tentative teaching schedules will be made available to staff by the end of the school year. Notification of reassignments will be made as soon as possible, but no later than July 10 except in the case of unforeseen emergencies such as late vacancies, classroom course enrollment, or problems with data processing equipment/systems.

   c. When an involuntary reassignment is necessary, a teacher's area of certification and length of service in the District shall be considered when determining who will be reassigned. The District will move the belongings and materials of bargaining unit members who are involuntarily reassigned.

   d. If said involuntary reassignment is from building to building, the reassignment will be made only after an opportunity for a meeting between those involved and the Superintendent or his/her designee. Those involved will have at least forty-eight (48) hours' notice of the opportunity for a meeting and the subject to be discussed. The teacher may, at his/her option, have a representative of the Association present at such a meeting.

      If the involuntary reassignment is at the building level, reassignment will be made only after an opportunity for a meeting between those involved and the Building Principal and/or the Superintendent.

   e. Before the involuntary reassignment occurs, a list of posted positions in the District will be made available to all teachers being reassigned. Such teachers may request the positions, in order of preference, to which they

desire to be reassigned. Every effort will be made by the Administration to honor that assignee's first choice of assignment.

f. A teacher being involuntarily reassigned will be placed in a position which involves no reduction in rank or in total compensation and/or impairment of seniority.

g. No teacher in K-4 core subjects shall be involuntarily reassigned two (2) consecutive years. No teacher shall be involuntarily transferred mid year unless such transfers are the result of a reduction in force.

D. PROMOTION

Teachers regularly employed as part-time classroom teachers who apply will be considered for full-time vacancies (or vacancies offering work which provides greater employment time than their existing position).

ARTICLE 9 – REDUCTION IN FORCE

A. If the Board determines it necessary to reduce the number of bargaining unit positions under O.R.C. 3319.17, or for budgetary considerations, the following procedures shall apply:

1. No teacher shall have his/her continuing or limited contract suspended during the term of the normal school year when such reductions are the result of decreased enrollment.

2. Attrition

The number of persons affected by a Reduction In Force (RIF) will be kept to a minimum by not employing replacements, insofar as practicable, for employees who retire or resign or whose limited contracts are not renewed.

3. Reduction Other than by Attrition

To the extent that reductions are not achieved through attrition, or whose limited contracts are not renewed for reasons unrelated to a planned RIF, reductions will be achieved by suspension of teaching contracts. "Suspensions" shall mean that a teacher/tutor shall be placed in an inactive state of employment from an active sate of employment. In suspending contracts of teachers/tutors within each teaching field affected by the RIF, preference shall be given to teachers holding continuing contracts over those holding limited contracts. Layoff of tutors shall follow the same priorities. Bumping shall be permitted consistent with reduction in force and the definition of comparable. A bargaining unit member slated for layoff may bump into positions in which the teacher is licensed and is in an equal or higher category

than the person being displaced and so long as they are more senior than the teacher being displaced.

a. Within each group of continuing and limited contract personnel, no preference for seniority shall be given upon reduction in force or recall except when making a decision between teachers with comparable evaluations. "Comparable" shall be defined as follows:

(1) (a) The rating scale for comparable evaluations shall be determined by a numerical scale based upon a three (3) year weighted average.

(b) Points for each evaluation rating shall be awarded based upon the following scale:

i) Accomplished = 4 points

ii) Skilled = 3 points

iii) Developing = 2 points

iv) Ineffective = 0 points

(c) The sum of the ratings over three (3) years shall be applied to the following scale to determine comparable evaluations:

A = 10-12 points

B = 6-9 points

C = 0-5 points

Example: Where a teacher is rated Accomplished for two (2) years and Skilled for one (1) year, the categories to which the teacher would be assigned for comparable evaluations would be computed as follows:

Accomplished (4) + Accomplished (4) + Skilled (3) =
4 + 4 + 3 = 11

Thus, this teacher would be assigned to category A for determining comparable evaluations.

(2) If only two (2) evaluations are available, the ratings for both years would be added, and the result would be multiplied by the number 1.5 to determine the comparable category.

Example: A teacher with two (2) years of evaluations with both evaluation ratings as 'Developing." The comparable category for this teacher would be computed as follows:

Developing (2) = Developing (2) = 4
4 x 1.5 = 6

Thus, this teacher would be assigned to comparable category B.

(3) If an employee does not have an evaluation rating in one or more years due to being in an "off year" cycle as a result of scoring either "Skilled" or "Accomplished," the employee's score from the previous year that put him/her into an "off year" cycle shall be used – doubled or tripled – to determine the overall rating.

b. Seniority

For the purpose of the suspension of contracts under this Section, seniority shall be determined as follows:

(1) Names of all certified/licensed teachers on continuing contracts in the District shall appear in order of seniority on a single list which shows each of his/her areas of certification/licensure. The names of those teachers on limited contracts in the District shall follow those on continuing contract and shall appear in order of seniority which shows each of his/her areas of certification/licensure area(s). A separate seniority list shall be developed and maintained for tutors in accordance with the foregoing standards.

(2) Seniority shall be determined by length of continuous service in the District. Continuous service will commence with the first day of active employment in the school year in which the employee is hired.

(3) Among those with same length of continuous service, seniority shall be determined by:

(a) The date of the Board meeting at which the teacher was hired.

(b) If the tie still remains, the Superintendent shall make final determination by who will be affected. The decision will be based upon the documentation of teacher performance, conferences with those involved and, in his/her judgment, the best interest of the pupils of the District.

Length of continuous service will not be interrupted or affected by authorized leaves of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from his/her date of return. Teachers with continuing contract status shall have seniority greater than limited contract teachers. Teachers with continuing contract status shall have their seniority determined in accordance with the procedures stated above.

c. Availability of Lists

No later than April 1 of each year, the Association President shall receive in writing:

(1) The list of the positions in each teaching field affected by the reduction in teachers.

(2) The seniority lists for all teachers as defined in Section 3.a., above.

(3) The lists of teachers whose contracts are to be suspended in each teaching field affected. This list shall constitute the RIF list.

d. Notification of Teachers

Any teacher whose contract may be suspended as a result of the reduction in teachers shall be notified in writing, by the Superintendent or his/her designee, of his/her possible suspension and the reason by April 30. Until the Board takes action, the employee has reasonable assurance of reemployment for the following school year. The Board will aid the teacher in recovering any unemployment benefits retroactive to the date of the teacher's first application for said benefits.

e. Recall

(1) The seniority lists (Elementary/Intermediate, Secondary, and tutors) shall be separate and distinct.

(2) No new teacher shall be employed by the Board while there are teachers on the RIF list who are or become certified for any vacancy.

(3) Teachers on the RIF list shall be returned to active employment to fill vacancies for which they are certified/licensed, in reverse order of reduction.

(4) In the event that 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 registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

(5) If a teacher fails to accept active full-time employment status within fifteen (15) calendar days from the date said notification was delivered, said teacher shall be considered to have declined said offer, and shall be removed from the RIF list.

(6) A teacher on the RIF list shall, upon acceptance of 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 had at the time the contract was suspended.

(7) Teachers shall remain on RIF list for a period of thirty-six (36) months if on a limited contract from the last day of active employment by the District. The employee is responsible for notifying the Board of accurate contact data at all times. Continuing contract teachers shall stay on the recall List until they are returned to active employment or until they remove their name voluntarily.

(8) If a teacher is offered a position that is less than full-time and chooses to decline the offer, he/she will remain on the recall list according to paragraph (7) above.

(9) Teachers may become licensed in another licensure area and be recalled to a position requiring that license. Should a teacher become licensed in another teaching area, they shall notify the District and submit evidence of the new licensure area in a timely manner.

f. Involuntary Transfers Resulting from RIF

The District shall use involuntary transfer to minimize the number of teachers subject to a RIF. Involuntary transfers due to the use of seniority lists outlined in Section A.3.b.(1), above, shall be handled in the following manner:

(1) Any teacher forced to move from building to building or from certification area to certification area as a result of the application of the RIF policy shall be considered as an involuntary transfer.

(2) On or before July 6, the Board shall make available to every teacher to be involuntarily transferred, a list of all positions to be filled by

an involuntarily transferred teacher or teachers from the RIF list as of that date. Teachers to be involuntarily transferred shall choose from among these openings based on the position of their name on the seniority list as described in Article 9, Section A.3.b.(2), above.

ARTICLE 10 – WORKING CONDITIONS

A. CALENDAR

1. Input from the Association with regards to the adoption of the school calendar shall be presented to the Superintendent by November 15.

2. The Association suggestions shall be in the form of prioritized recommendations for the arrangement of the school calendar for the next year. No more than four (4) recommendations shall be presented. The Association membership will be surveyed by the Association leadership before the recommendations are presented. A final draft calendar will be shared with the Labor Management Committee prior to Board approval.

3. Following calendar adoption the administration will communicate to stakeholders about the calendar as adopted and any constraints that played a factor in calendar development.

B. SCHOOL YEAR AND CONTRACT YEAR

1. The teacher's contract year shall be the equivalent of one hundred eighty-six (186) days which shall include the following:

   a. The first teacher contract day shall be for teachers to work in classrooms.

   b. The second teacher contract day shall be one-half (1/2) day administrative meetings and/or inservice and one-half (1/2) day teacher workday, followed by the elementary/intermediate school meet/greet/drop.

   c. The third teacher contract day shall be for District convocation and inservice.

   d. Two (2) days Record Days (one day at end of each semester).

   e. Two (2) Parent/Teacher Conference Days.

   f. Up to six (6) In-service Days (one of which may be NEOEA Day). It is the intention of the parties that the majority of In-service Days be used for teacher collaboration (i.e., meetings for Professional Learning

Communities, Data Assessment Teams, Building Leadership Teams, District Leadership Teams, Grade Level Teams, Vertical Teams).

Presidents' Day and Martin Luther King day shall be nonwork days.

NEOEA Day shall be a nonwork day unless scheduled as in-service.

2. In-service Hours

In-service topics will be determined by the Certified In-service Committee. The committee membership will be comprised of a majority of Association members with a representative from each building appointed by the NHEA President. The Committee will be chaired by the Curriculum Director. The Superintendent will appoint two other administrators as members. Committee appointments will be finalized by May 15th of each school year to serve for the following school year. The Committee will make recommendations to the Superintendent regarding topics for in-service, whether in-service days should be used, when and if waiver days should be requested and possible topics for such days. The Committee's recommendations for the following year programs shall be submitted to the Superintendent by November 1st.

C. TEACHER WORKDAY

1. The length of the teacher workday, including at least a thirty (30) minute duty-free lunch, shall not exceed seven and one-half (7 ½) hours.

2. Teachers are expected to perform reasonable, assigned duties which shall be equitably distributed.

3. Membership and active participation on three (3) or more committees, two of which will be District tasks, will result in the employee being eligible for one (1) of the following options:

   a. credit of six (6) hours toward the in-service requirement;

   b. release from attending final records day, providing all close-out activities have been completed.

4. Building Schedule Changes

   a. Building schedule changes may be initiated and implemented by building or district administration following consultation with BLT and building union leadership. Minor or moderate schedule adjustments – including, but not limited to, changes in arrival/dismissal procedures, lunch periods, internal bell schedules, or pilot instructional blocks – may be made without

formal committee consensus. Significant and permanent changes that materially alter the length of the instructional day or substantially impact planning time must continue to follow the established committee and consensus process as stated in Article 10, Section C.

b. A committee composed of not more than six (6) bargaining unit members appointed by the NHEA President or designee and not more than six (6) members appointed by the Superintendent or designee shall be created and shall commence meeting not later than November 1 to discuss any contemplated changes for the subsequent year for any given building. If not already members, two (2) members of the BLT (Building Leadership Team) will be invited by the Superintendent and President to participate as additional members of the committee. The committee shall be charged with examining the building schedule and exploring the possibilities for change for the following school years.

c. All decisions and recommendations of the committee shall be made by consensus.

d. The committee shall be charged with the responsibility to insure that the building faculty and the BLT are aware of and involved in the exploration of scheduling models.

e. All dates in paragraphs a. through e. above may be modified by mutual agreement of the NHEA president or designee and Superintendent or designee.

D. MANDATORY MEETINGS OUTSIDE OF THE WORKDAY

1. All teachers assigned to a building may be required to attend no more than a total of nine (9) building staff meetings outside the school day.

The administration shall endeavor to use building meetings for focused staff development and building issues and to minimize the use of the time for announcements. Additionally, departmental, and/or grade level, curriculum and other meetings may be scheduled as needed not to exceed ten (10) per year outside the school day. If at all possible, the meeting days shall be consistent throughout the year (i.e. every Monday, first/third Tuesday, etc.); and may be scheduled to begin no sooner than one (1) hour before teachers are expected in their classrooms, or shall begin no later than fifteen (15) minutes after the teacher workday and last no longer than one (1) hour. This shall not restrict the Administration from calling emergency meetings if the need arises. Attendance at any other meeting will not be required.

Any staff member excused from attendance at a mandatory meeting or any staff member who elects not to attend a voluntary meeting shall be advised, through

minutes of the meeting, of any decisions reached at such meeting. A staff member who cannot attend a mandatory or voluntary meeting and who wishes to express an opinion on a topic for such meeting, may submit a memorandum to the Building Principal in advance of the meeting, which memo will be shared with all meeting attendees. For meetings other than emergencies, agendas for same shall be distributed by the appropriate administrator not less than forty-eight (48) hours prior to the meeting.

2. Administrators will endeavor to schedule only such items for inclusion in building meetings that cannot be handled in another manner (i.e. memo, individual conference).

3. Announcements concerning Association activities may be made by Association representatives at the conclusion of the staff meetings.

E. PLANNING TIME

1. Each certified full-time classroom teacher shall be provided with a minimum number of minutes of unscheduled planning time. Administrators shall make every attempt to preserve teacher's planning time in uninterrupted periods according to the following schedule:

   a. Elementary/Intermediate Grades: Two hundred (200) minutes per full five-day school week.

   b. Middle School: Two hundred (200) minutes per full five-day school week.

   c. Senior High: No less than one (1) period per school day per full five-day school week.

   d. Planning time shall be in blocks of not less than twenty (20) minutes.

F. ELEMENTARY/INTERMEDIATE DUTY COVERAGE

Teachers at the Elementary/Intermediate level shall be relieved of lunch room and noon recess duties. In the event the District faces a projected deficit in operating funds in the current or next fiscal year, where the deficit has been verified by the NHEA President, elementary/intermediate teachers may be assigned lunch room or noon recess duties no more than one (1) day per week. Teachers will have input into the scheduling of such duties.

G. CLASS SIZE

1. General

The Board recognizes the importance of providing for individual pupil differences through the maintenance of reasonable class sizes for instruction. On the building

level, the Administration will make every reasonable effort to provide a fair and equitable distribution of students among classes, taking into account student needs, number of students under IEPs, teacher loads, facility space, multi-age classes, and, at the high school level, the effects of block scheduling. An attempt will be made that any regular education classroom in grades K-12 shall have no more than thirty percent (30%) students with special needs (IEPs, 504s, ELLs). When class sizes exceed this provision, aide assignments shall be determined based on student needs. The NHEA President shall be provided on November 1 and April 1 of each year a written status report regarding individual class sizes.

Any new program/schedule at any level must address the impact on class size within the District before it is implemented.

At each building, the affected regular education and special education faculty will meet each spring to review assignment of special education students to different classes for the following year. Regular and special educators may make assignment recommendations to the building administration.

2. Elementary/Intermediate Schools

a. During the life of this Master Agreement, the Board shall not change its policy concerning the guidelines for assistance to teachers in Grades K6. The building administration will give priority to the assignment of educational assistants to support reading instruction in classes with 25 or more students.

b. Special Education Class Count

(1) Elementary/Intermediate students with disabilities will be counted toward the class count for the number of minutes they are physically present in the Elementary/Intermediate class.

c. The scheduling of Elementary/Intermediate (K-8) Art, Music, and Physical Education, will be equally distributed among the Elementary/Intermediate homeroom teachers by the Administration.

d. Teachers in K-4 will not be required to stay with their classes during library, unless their presence is requested by the library aide.

3. Middle School

a. Middle School academic teachers will be provided with a team planning period in addition to their planning/conference period.

b. The daily team planning period will be scheduled by the Administration and will include meetings with the Building Principal, guidance staff, team

leader, other personnel as needed, and/or parents. This provision may be modified through the process in Section C.4. above. In the event the District faces a reduction in force of teachers under Article 9 and if the building scheduling committee is unable to agree upon a new schedule or if the faculty does not approve the committee's proposed schedule then this paragraph may be modified or eliminated by the Superintendent.

4. High School

a. All full-time teachers who teach three (3) or more classes in areas other than the areas of Physical Education and Health, Industries and Technologies, Home Economics, Art, Special Education, Vocational-funded area, Music, IMC, and guidance shall be assigned no more than five (5) classes, one (1) duty period, and one (1) planning/conference period.

b. Duty periods will consist of supervision, or in a Department Tutorial Center which will require skill building, record keeping, and student accountability. Tutorial and duty assignments will be made by the Building Administration.

c. In the event that qualified staff are not available, the Board agrees that the departments with five (5) instructional classes will be paid .0007 of the base salary in effect per day for a sixth (6th) instructional period.

d. Once the high school schedule is completed it shall be shared with the Association President. During the first business week of August an NHEA representative shall meet with the principal or designee to review the master schedule and class size distribution in fundamental and regular classes. At that time the Association can make recommendations related to staffing adjustments. The Association may have class size distribution in fundamental and regular classes reviewed by the Assistant Superintendent. If concerns remain the Association may meet with the Superintendent to review class size concerns. If the concerns are not resolved the Association may present its concerns to the Board of Education.

5. Testing

In grades K-8, the administration will reassign current educational assistants to provide support to classroom teachers during times the teachers are administering/grading State, diagnostic and/or DRA tests.

H. CLASSROOM CONCERNS

1. Teachers may use such force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain weapons or other dangerous objects in the possession or control of the pupil; to protect other persons or property; or for self-defense (O.R.C. 3319.41).

2. The Board recognizes that Revised Code Chapter 2744 requires the Board to defend and indemnify its teaching and other employees in certain instances. Where a teaching employee engages in conduct which disqualifies him/her under O.R.C. 2744 from entitlement to such defense and/or indemnification, the Board shall not bear any costs for attorney fees or court costs in connection with Paragraph 1. above.

I. GRADE CHANGES

1. The classroom teacher has the responsibility to determine grades under the grading scale determined by Board Policy. No teacher shall be required to change a student's grade when the teacher's justification indicates the grade issued was under the aforementioned policy.

2. Any grade changes made without the consent and/or knowledge of the teacher shall be done by attaching a letter to the grade sheets, signed by the person making the change. The teacher originally responsible for the grade shall be given a copy of this letter.

3. Teachers shall not be held responsible for grade changes made without their approval.

J. STUDENT DISCIPLINE CODE

1. Input from the Association with regards to the adoption of the Student Discipline Code shall be presented in writing to the Principal by January 15 for the following school year.

2. Suggestions shall be in the form of prioritized recommendations for the Student Discipline Code for the next year.

K. PARENT/TEACHER CONFERENCES

1. Teachers may be scheduled with parents at intervals of no less than twenty (20) minutes during the scheduled hours.

2. Parent/Teacher Conferences will be scheduled on two (2) evenings of at least three (3) hours during the two (2) weeks immediately following the end of the first grading period.

3. In addition to the evening conferences, the teachers will document their conferences, or attempts to conduct conferences, an additional six (6) hours of parent/teacher conferences outside the school day between mid-October and Thanksgiving. Each teacher will publicize his or her planning/conference period to the parents in case there is a need for a daytime conference.

4. The Wednesday preceding Thanksgiving and the Monday following will be compensatory days off.

5. If a parent requests a conference, teacher(s) must attempt to contact that parent within forty-eight (48) hours to establish a mutually acceptable time to meet. Excessive/unreasonable parental demands will be dealt with by the Administration.

L. REPORT CARDS

1. Progress reports will not be issued to parents of students. By agreement between the teacher and Principal, communication between the teacher and parent may take some form other than interim due to the fact that parents have access to online grades. This does not relieve teachers of their responsibility to communicate with parents of students with declining grades or who are in danger of failing.

2. Elementary and Intermediate report cards shall be completed within three (3) workdays after the close of the quarter.

M. PART-TIME STAFF

Board guidelines for part-time employees will be as follows:

1. The Board agrees to pay in salary, a percentage of the salary that employee would earn under a full-time contract. This percentage will be the percentage calculated when comparing the part-time workday to that described in Article 4, Section L above.

2. Part-time employees will receive one (1) year credit toward advancement on the seniority list.

3. Part-time employees will receive one year credit toward advancement on the salary index.

4. When a part-time position becomes a full-time positon, the part-time employee will not be guaranteed placement into that specific position.

5. If a part-time position is eliminated, the person with the most seniority (full-time or part-time) shall be offered the full-time job with the understanding that if they refuse the full-time position, there may not be another job available.

N. RESIDENT EDUCATOR/COACH PROGRAM

This article and all criteria for Resident Educator Program eligibility and responsibilities will adhere to R.C. 3319.223, O.A.C. 3301-24-04 (Teacher residency), and the guidelines and requirements of the Ohio Department of Education and Workforce ("DEW"). Any conflicting provisions will be amended accordingly.

1. Purpose

The purpose of the Resident Educator Program is to provide a program of support and formative assessment for teachers new to the profession who holds either a two (2) or a four (4) year Resident Educator license. The program is designed to enhance the teacher's skills. The Resident Educator Program is exclusively for licensure determination and shall not replace the negotiated employee evaluation system.

This program provides new teachers with the opportunity to develop their teaching styles in order to be able to prepare students for entry-level jobs, college, and life-long learning, as well as preparing students to be good citizens.

2. Resident Educator Committee

a. A Resident Educator Committee ("the Committee") shall be appointed to develop the program and oversee its implementation following the rules and guidelines established by DEW.

b. The Committee shall determine when, where, and the number of meetings necessary to fulfill its purpose.

c. The Committee shall be comprised of the Resident Educator Program Coordinator, the resident educator, the mentors, and the coaches.

d. Committee members for the NHEA shall be provided release time to attend committee meetings at least three (3) school days, or the equivalent thereof, each school year. Additional meetings shall be scheduled as needed.

3. Coach

a. The Resident Educator Program Coordinator (Director of Curriculum and Instruction) will select, assign, and oversee coaches for resident educators participating in the Resident Educator Summative Assessment (RESA). The Superintendent retains the right of approval or disapproval of any assignment.

b. Whenever possible, the coach and Resident Educator should be employed in the same building, grade level and/or certified/licensed in the same subject matter. Barring unforeseen and unique personnel qualifications, attempts will be made to avoid assigning more than one (1) Resident Educator at a time.

c. In addition to the responsibilities established by the Committee and any responsibilities set forth in DEW guidelines, the Coach's responsibilities will be as follows:

Year 3: Facilitate and support the Resident Educator in preparing for the summative assessment.

Year 4: Facilitate and support the Resident Educator to "re-take" deficient portions of the summative assessment and facilitate Resident Educator participation in professional and leadership activities.

d. Training and Release Time

1. The Board shall provide coaches and mentors the opportunity to attend training in order to establish and maintain an effective Resident Educator Program. A pool of trained coaches and mentors shall be developed for each building.

2. The Board shall provide the cost for the training of Resident Educator Committee members for Instructional Mentoring and Resident Educator Training as suggested by DEW.

3. The Board shall provide training for all coaches and mentors based upon strengths and growth areas of each coach. Training shall be ongoing in order to maintain an effective Resident Educator Program.

4. The Board shall provide release time for coaches and mentors to attend training during the workday. In the event that training during the workday is not available, the Board will pay a stipend of at least One Hundred Dollars ($100.00) for coach training outside the workday.

5. The coach and Resident Educator shall be provided coordinated release/planning time in order to obtain the support for professional growth, and in order to successfully complete the Resident Educator Program. Said release time shall be at least one and one-half (1 ½) days each. Such days may be in one-half (1/2) or all-day increments.

e. Protections and Restrictions

1. All interaction, written or oral, between the coaching teacher and Resident Educator shall be confidential. Training for all affected parties must address legal, contractual, and professional confidentiality issues.

2. No coach shall be compelled to participate in the informal or formal contractual evaluation (Article 12) of a Resident Educator teacher or vice-versa. No coach shall be compelled to make any recommendation regarding the employment of a Resident Educator in the program or vice-versa.

3. The regular evaluation as per Article 12 for the coach or Resident Educator shall not in any way be affected by involvement in the Resident Educator Program.

4. This Article is not grievable under this Collective Bargaining Agreement.

5. Mentor

a. The Resident Educator Program Coordinator (Director of Curriculum and Instruction) will select, assign, and oversee Mentors for Resident Educators participating in the Resident Educator Summative Assessment (RESA). The Superintendent retains the right of approval or disapproval of any assignments.

b. Whenever possible, the Mentor and Resident Educator should be employed in the same building, grade level, and/or certified/licensed in the same subject matter. Barring unforeseen and unique personnel qualifications, attempts will be made to avoid assigning more than one (1) Resident Educator at a time.

c. In addition to the responsibilities established by the Committee and any responsibilities set forth in DEW guidelines, the Mentor's responsibilities will be as follows:

Year 1: Work intensively with the Resident Educator according to the model set up by the DEW and the Administration.

Year 2: Work intensively with the Resident Educator according to the model set up by DEW.

d. Each mentor and coach assignment shall be paid a stipend of one and one-half percent (1.5%) of the BA base. It is to be paid on a quarterly basis, and if the assignment does not last the entire year, prorated for the year.

O. SMOKE-FREE WORKPLACE

1. All Nordonia Hills school property shall be designated smoke-free areas.

2. The District Insurance Plan shall cover the employee cost of participation in any one (1) Smoke Cessation Program.

3. The bargaining unit members shall not be subject to paragraph 1. above, unless paragraph 1. applies to all persons working in/using the school facilities.

P. LABOR/MANAGEMENT RELATIONS COMMITTEE

1. A Labor/Management Relations Committee will be formed consisting of the Association President and three (3) other members appointed by the Association President. The Superintendent shall serve on this committee and will appoint three (3) people to serve on the committee.

2. This committee shall attempt to resolve areas of concern of the parties including but not limited to the implementation of District-wide rules and regulations. The labor/management relations committee will try to employ principles of the interest-based process in an attempt to arrive at mutually satisfactory solutions.

3. The committee will meet monthly. The Superintendent and the Association President will prepare an agenda in advance of each meeting . The Superintendent and the Association President may cancel a monthly meeting by mutual consent. They may also schedule additional meetings as needed by mutual consent.

4. The meeting schedule for monthly meetings shall be set by the Association President and the Superintendent prior to the beginning of the school year.

Q. DISCIPLINE

1. Employees may be disciplined for just cause.

2. The Board agrees to follow the principles of due process and progressive discipline in issuing discipline to bargaining unit members. Normally, discipline will start with the lowest disciplinary consequence. Disciplinary consequences shall only progress upwards if the behavior which is the cause of the discipline is the same or similar. Disciplinary consequences may be repeated at the same level.

3. Employees may be subject to disciplinary action under the following sequence:

   1st level: Verbal warning document in personnel file.

   2nd level: Written reprimand, with copy to personnel file.

   3rd level: Suspension without pay.

4. Termination of employment is pursuant to R.C. 3319.16. Termination is not subject to the grievance procedure.

5. Discipline may be initiated outside of the above sequence based on the severity of the matter. A meeting should be held with the employee before the decision to impose discipline is made. An employee may be relieved of duty with pay pending an investigation of possible misconduct without any due process meetings.

6. Incidents which an administrator has investigated and reasonably found to be based on credible evidence shall be used as the basis for discipline. An investigation is defined as the formal gathering of facts concerning an incident or a matter. The gathering of facts may include interviews of witnesses. All interviews, facts, and materials gathered will be shared with the bargaining unit member to the extent permissible by law. If an employee believes there are witnesses who should be interviewed, they may submit the list to the administration and they will interview them.

7. No discipline shall be imposed until the investigation is concluded and the teacher has had an opportunity to meet with the Superintendent or designee to hear the reasons for the discipline and to present the member response.

8. The member is entitled to representation by the Association.

R. INDIVIDUALIZED EDUCATION PROGRAM

1. Least Restrictive Environment

Least restrictive environment is the legally controlling term under Federal law (20 U.S.C. §1412 et seq.) to determine the proper placement for a student with disabilities. While the terms "inclusion" and "mainstreaming" are widely used, least restrictive environment is the legal standard for providing a free appropriate public education. As defined in the Ohio Rules for the education of the handicapped, least restrictive environment means that, to the maximum extent appropriate, disabled children, including children in public or private institutions or other care facilities, are educated with children who are not disabled and that special classes, separate schooling, or other removal of disabled children from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

2. Annual Meeting

Regular education teachers with a student on an IEP will be advised of the annual meeting in time to provide input on IEP goals and objectives, achievement for that year and IEP goal and objective development for the following year. The special education teacher will be responsible for securing that input. Compliance with new IDEA is achieved by the attendance at the IEP meeting of a regular education teacher. For a student being served in the regular education setting, the chairperson will invite the regular education teacher with the most significant contact with the student to attend the IEP meeting.

3. Teacher Notification

Each teacher with responsibility for the education of a student on an IEP shall be provided with electronic access to the IEP, be provided an explanation of what they are responsible to do to help achieve IEP goals and objectives and be advised that they can speak to any IEP team member if they have questions or concerns about the IEP or student progress.

4. IEP Review

Any teacher whose duties include the instruction of a student with disabilities is able to request a meeting with appropriate members of the IEP Team to review and discuss the IEP or the placement of the student. The meeting shall take place within a reasonable length of time.

5. Continuity

After the IEP is completed, the Intervention Specialist is responsible for insuring that teachers with regular education responsibilities for the student for the following year are provided a copy of the IEP and are afforded the chance to ask questions regarding the program, the student, and their responsibilities.

6. Training/Staff Development

a. The Board will provide the opportunity for one (1) inservice program each school year which will address teaching of students with disabilities in the regular educational environment.

b. Specific teacher rights and responsibilities will be reviewed and explained at an annual inservice. Any teacher whose duties include the instruction of a student with disabilities is able to request a meeting with appropriate members of the IEP to review and discuss the IEP/or the placement of the student.

7. Specialized Health Care Procedures

a. Bargaining unit members are not prohibited from, but shall not be required to perform any medical procedure on a student.

b. Support Services

The Board shall provide the necessary personnel as identified in the IEP to perform any supportive services which may be required by any student's IEP. No bargaining unit member shall be required to perform any custodial care services.

8. Compensation for IEP Conferences

Members, including case managers, required to attend IEP and/or RTI meetings outside the school day shall be compensated for time of actual attendance in ¼ hour increments at the base salary rate (Step 0, BS Column).

9. Release Time for IEP Writing

Intervention Specialists and Speech and Language Pathologists shall be permitted to write IEPs during the last two Professional Development days in the school year.

S. STUDENT DISCIPLINE

1. If a student is removed from a classroom in accordance with the emergency removal provisions of O.R.C. 3313.66, before the student is returned to the classroom the teacher shall receive either a written notice of the disposition of the referral from the responsible administrator or a conference with the responsible administrator.

2. The receiving teacher will be advised of the assignment of his/her class of any student who previously has been expelled from school for violent behavior.

T. PERSONNEL RECORDS

1. A teacher or his/her designee shall have the right to review the Board's personnel file maintained on him/her at the Board Office. The member is entitled to one copy of any document contained in their personnel file at no charge. There shall be only one personnel file maintained by the Board. The Board may choose to convert to an electronic personnel file system.

2. Personnel files shall be reviewed in the presence of the Superintendent or designee, at a time arranged by the Superintendent or designee and the teacher.

3. A representative of the Association may accompany the teacher at the teacher's request.

4. Material supplied to the Administration and Board as "confidential," prior to employment, is not subject to inspection by the teacher.

5. A copy of any material placed in the teacher's personnel file shall be given to the teacher either prior to or at the time it is entered into the file. A teacher shall be entitled to have included in his/her personnel file, a statement of his/her position on the disputed information.

6. Nothing anonymous may be placed in the teacher's personnel file.

7. If a bargaining unit member disputes the accuracy, relevancy, timeliness, or completeness of information maintained in the personnel file, they may request that the information be removed. The Administration shall do an investigation. Within ten days of the request by the bargaining unit member that information be removed, the Administration shall notify the member of the results of the investigation. Should the disputed information be maintained in the personnel file, the bargaining unit member may provide a brief statement as to why the information is inaccurate, irrelevant, or untimely. If the Administration agrees to remove the information, it shall be disposed of pursuant to the Board's policy on retention of records.

U. COMPLAINT PROCEDURE

1. Any student, colleague, parent or community member who has concerns regarding normal classroom management and/or classroom/workspace policy in nature may be directed by the administrator to have a conversation with the individual bargaining unit member. The administrator may share the complaint with the individual bargaining member s/he may have received regarding the concern being raised.

2. Any complaint of a serious nature made against a bargaining unit member by a student, colleague, parent or community member that is unable to be resolved by a conversation with the individual bargaining unit member and which may be a matter of record shall be recorded in writing at the time complaint is lodged with the Administrator. It will include date(s) and details of the complaint. The complaint will be shared with the bargaining unit member at that time. Normally, the complainant will be directed first to discuss the complaint with the bargaining unit member to attempt to resolve it. If an Administrator feels a meeting to discuss the complaint is warranted, he/she shall schedule a meeting within five (5) workdays after the member's receipt of his/her copy of the complaint.

3. Attendance at the meeting shall include but shall not be limited to the Administrator, bargaining unit member, the member's representative(s) and/or counsel. All meetings shall be arranged at times mutually agreeable.

4. If, after this meeting, the Administration believes an investigation is warranted, the Administration will conduct an investigation in a timely manner. The investigation will include the opportunity for the bargaining unit member to answer the allegations. All information collected in the investigation shall be shared with the bargaining unit member as allowable by law or Board policy.

5. If, in the judgment of the Administrator, the verbal or written charge or complaint is not to be made a matter of public record, no written entry shall be placed in the bargaining unit member's files and the complaint will be dispensed with. Timelines may be extended by mutual agreement. Complaints alleging violation of Board policy regarding harassment or discrimination shall be handled in accordance with such policy.

6. If the Administrator intends to issue any discipline related to the outcome of the investigation, the procedures contained in Section R and due process of this contract shall be followed.

V. TEXTBOOK SELECTION

Teachers whose instructional responsibilities may be affected by textbook/material selection will be afforded an opportunity to submit written comments on the selection options before the final selection is made by the textbook selection committee which will include representatives of each affected building, grade level, and department.

W. JOB SHARING

1. Teachers who have formed potential job sharing teams must notify the Assistant Superintendent in writing by April 1.

2. To be considered for job sharing, the interested teachers must submit a written proposal detailing how the proposed arrangement will work. This detailed proposal shall detail how their educational philosophies are compatible and how they will share a full-time equivalent load of performance responsibilities for attendance and participation in inservice meetings, staff meetings, team meetings, material selection meetings, in-services, IEP meetings, etc.

3. Job sharing shall be in effect for one (1) school year, if approved by the Superintendent. Applications for renewal may be submitted in writing by April 1 and are subject to approval by the Superintendent.

4. It is the responsibility of the teacher to locate a job sharing partner candidate.

5. Both job sharing partners must attend parent/teacher conferences, inservice programs and perform other professional responsibilities related to assigned students.

6. Unless there is a different agreement between the teacher and the Principal, job sharing teachers at the primary building shall split the day equally, and at the Middle School and High School shall divide assignments equally.

7. Each job sharing teacher shall be paid a prorated percentage of the employee's salary and fringe benefits based on the job sharing arrangement agreed upon by the job sharing teachers and approved by the Principal.

X. ESL PROGRAM

1. Staffing

When vacancies occur in the ESL Program, preference for the ESL position shall be given to a certificated teacher with ESL training.

2. Program

The ESL Program will provide an administratively-identified ESL student with additional English instruction according to the student's proficiency level. No more than three (3) students with similar assessed proficiency levels shall be assigned to any one (1) instructional period. Students shall be exited in accordance with legal standards and District criteria.

3. Curriculum

The educational program should be developed by the ESL instructor in conjunction with the building administrator, classroom teacher, and school psychologist. The ESL instructor is not responsible for teaching the Board-adopted Course of Study nor for assigning a student's progress report grades.

Y. TUTORS/SMALL GROUP INSTRUCTORS

In the event the administration determines to add licensed personnel to perform in the capacity of tutors/small group instructors, the Superintendent shall ask the NHEA President to appoint representatives of the Association to meet with representatives of the Board to consider the duties which might be assigned to such persons, the qualifications to be required of the candidates and the salaries to be associated with such positions. The committee shall submit its report and recommendations to the LMC within thirty (30) days of the request of the Superintendent to the Association President. That timeline may be extended by mutual agreement. If the position of "tutor" is activated, then the seniority list will be kept in accordance with §9.01311.

ARTICLE 11 – ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Board authorizes the Association:

1. To use the facilities of any building for meetings without fee, upon notification to the Administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.

2. To use, upon authorization by the Building Principal, Board-owned equipment including typewriters, calculators, duplicating equipment, email, computers/technology, public address equipment and audio-visual equipment, at times which do not interfere with the operation of the District. Any expendable supplies such as duplicating and typing paper, duplicating masters, and stencils will be supplied by or be paid for by the Association.

3. To use the interoffice mail system in the schools' offices to distribute Association bulletins, newsletters, or other communications.

4. To use bulletin boards in teacher lounges or workrooms to disseminate information to members.

5. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are restricted to times that do not interfere with duties assigned by the Board and Administration.

6. To allow the OEA representative, or the Association President during his/her unassigned time, to visit schools. Upon arrival, he/she shall notify the Building Principal of his/her presence. The visits to the schools must not interfere with teaching or any other assignments that have been assigned by the Board and Administration.

7. The Association President, upon notice to the Principal, may be released during nonteaching time, provided he/she has no supervisory responsibilities or has made arrangements acceptable to the Principal for another faculty member to cover the supervisory responsibilities.

   If the request is for during teaching time, the Association President may be released, upon the recommendation of the Building Principal and approval of the Superintendent. Cost for the substitute teacher will be paid by the Association to the Board.

B. Upon specific request for specific items, the Board will provide the Association:

1. At least one (1) copy of the Board agendas, Board minutes, and financial reports to the Association President.

2. Copies of the following forms: Appropriations, Budget and Training & Experience Grids.

C. The Association President will not be scheduled for a duty (e.g., hall, bus, lunch, tutoring). The President's planning period will be scheduled in consultation with the building principal or designee and the Association President to assist the President in carrying out Association business.

D. To the extent permitted by law the District will treat the stipend paid to the President by the Association as compensation for STRS purposes. The Association will reimburse the Board for the full cost of the stipend, including the employer share of the STRS contribution and Medicare payments required with respect to the stipend with such reimbursement to be made in full not later than May 15 of each school year.

ARTICLE 12 – EVALUATION PROCEDURE

ARTICLE 12(A) – EVALUATION PROCEDURES FOR TEACHERS (OTES)

The following evaluation process shall apply to any bargaining unit member subject to the Ohio Teacher Evaluation System (OTES). Teacher evaluations under this section shall be conducted pursuant to the Standards-Based Teacher Evaluation Policy adopted by the Board in consultation with teachers.

A. DEFINITIONS

1. "OTES" 2.0 – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

2. "Teacher" – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

   a. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.22; or

   b. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

   c. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or

   d. A permit issued under R.C. 3319.301.

   Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full-time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Nordonia Hills Education association (NHEA).

   The Superintendent, Treasurer, Business Manager and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

3. "Credentialed Evaluator" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

   a. meets the eligibility requirements under R.C. 3319.111(D); and

   b. holds a credential established by the DEW for teacher evaluation; and

c. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

d. evaluators shall be Nordonia Administrators.

4. "High Quality Student Growth Data (HQSD)" – Quantitative information, derived from instruments rigorously reviewed and approved locally which provides evidence of student learning that can be attributable to the teacher.

5. "Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments.

6. "Vendor Assessment" – student assessments approved by DEW that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

B. STANDARDS BASED TEACHER EVALUATION

1. Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating.

2. Each teacher evaluation will result in an effectiveness rating of accomplished, skilled, developing or ineffective. The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education on the DEW adopted rubric, which are incorporated herein by reference.

3. The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. Individual data shall not be reported by the DEW except as required by law.

C. ASSESSMENT OF TEACHER PERFORMANCE

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs". Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

1. understanding student learning and development and respecting the diversity of the students they teach;

2. understanding the content area for which they have instructional responsibility;

3. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

4. planning and delivering effective instruction that advances individual student learning;

5. creating learning environments that promote high levels of learning and student achievement;

6. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and

7. assuming responsibility for professional growth, performance and involvement.

D. FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

1. Schedule of Observations

   a. All members who meet the definition of "teacher" under R.C. 3319.111 shall be evaluated in accordance with law in effect at ratification of this Agreement.

   b. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

2. The first evaluation will be completed by Winter Break. The Summative evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

3. In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by DEW's OTES "Teacher Performance Evaluation Rubric" 2.0 for instructional planning, instruction and assessment and professionalism set forth herein in the Appendix.

E. FORMAL OBSERVATION PROCEDURE

1. There shall be two scheduled formal observations, one formal holistic observation and one formal focused observation. All formal observations shall be preceded by a conference no more than five (5) school days prior to each observation between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

2. All formal observations shall be at least thirty (30) minutes in duration.

3. A post-observation conference shall be held no more than five (5) school days after each formal observation. Teachers shall be given the opportunity to provide evidence which must be used to inform the evaluator's rating.

4. A teacher may take a representative to any and all conferences under this procedure.

5. Any teacher on leave 50% or more of the school year in which an evaluation is otherwise scheduled to be conducted, or who submits notice of retirement to the Board and that notice is accepted by the Board not later than December 1st of the school year in which an evaluation is otherwise scheduled to be conducted, shall not be subject to evaluation during such school year.

6. A teacher participating in a teacher residency program established under R.C. 3319.223 for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the State Board of Education for resident educators, shall not be subject to evaluation.

F. INFORMAL OBSERVATION/CLASSROOM WALKTHROUGH PROCEDURE

1. Walkthroughs are informal visits to the classroom lasting less than thirty (30) minutes in duration. Walkthroughs will focus on one or two of the components of the rubric.

2. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

3. Data gathered from the walkthrough must be placed on the form designated in eTPES.

G. HIGH QUALITY STUDENT DATA

1. Each evaluation shall contain two measures of HQSD, one of which shall be the value-added measure for any teacher who has one.

2. The teacher should use the data generated from the HQSD instrument to provide evidence for any of the components on the teacher's evaluation related to knowledge of the students to whom the teacher provides instruction, the teacher's use of differentiated instruction practices, the assessment of student learning, the use of assessment data and teacher's professional responsibility and growth.

3. A student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth or as required by law.

4. Where value-added methodologies exist, they will be utilized in the evaluation process as one of the two sources of HQSD.

5. When an approved DEW vendor assessment is utilized for the first time by the district to construct HQSD, all related teaching, student or other educational materials shall be purchased and the affected staff shall be trained on the utilization of the program.

6. When neither teacher-level value-added data nor DEW-approved assessments are available, the District shall use locally-determined Instruments to construct HQSD.

H. FINAL EVALUATION PROCEDURES

1. The Summative Evaluation Rating shall be based upon the preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered through the walk-throughs and the observation process shall be used to determine a final rating.

2. The evaluation shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

3. Any teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall not be subject to another full evaluation cycle until the third year following the rating, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

4. Any teacher who receives a rating of "Skilled" on his/her most recent evaluation shall not be subject to another full evaluation cycle until the second year following the rating, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

5. Any teacher who is not on a full evaluation cycle shall be observed once for 30 minutes and shall have one post observation conference in which the teacher's progress on their Professional Growth Plan (PGP) shall be discussed. Teachers must show growth on the PGP to continue on the less frequent cycle. Any allegation that a teacher is not showing growth must be based on objective evidence documented by the evaluator.

6. The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgment by written receipt. If signed by the teacher, the receipt is to be sent to the Superintendent as soon as received.

I. PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENT PLANS

1. Based upon the results of the annual teacher evaluation above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

   a. Teachers with a rating of "Accomplished" shall develop a professional growth plan and may choose their evaluator for the subsequent evaluation cycle.

   b. Teachers with a rating of "Skilled" shall develop a professional growth plan and shall have input into who their evaluator will be for the subsequent evaluation cycle.

   c. Teachers with a rating of "Developing" or "Ineffective"shall develop an improvement plan with their evaluator and the administration will assign the evaluator for the subsequent evaluation cycle.

   d. Improvement plans shall detail specific performance expectations, resources and assistance to be provided, sufficient time for completion and allocation of District financial resources. Improvement plans should not focus on more than 3 or 4 goals at a time.

2. All professional growth plans shall align to any District or building improvement plan required for the District or building under the "Elementary and Secondary Education Act of 1965," as amended by the "Every Student Succeeds Act of 2015."

J. BOARD PROFESSIONAL DEVELOPMENT PLAN

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

K. RETENTION AND PROMOTION DECISIONS/REMOVAL OF POORLY PERFORMING TEACHERS

1. It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts and the removal/nonrenewal of poorly performing teachers.

2. The removal of poorly performing teachers shall be in accordance with the Ohio revised code and any applicable provisions of this Agreement.

3. Nothing in this Article or the Board's Standards-Based Teacher Evaluation Policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate or suspend a teaching contract as provided by law or the terms of this Agreement.

4. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

5. In the event that state law changes regarding evaluation during the term of this Agreement, the parties agree that the Evaluation Committee shall meet to determine what changes, if any, need to be made to the procedure.

L. TEACHER EVALUATION COMMITTEE

A Teacher Evaluation Committee will meet as needed to make recommendations or changes to the evaluation process. The Committee will be comprised of two (2) administrators and three (3) teachers appointed by the Association. Any changes to the evaluation procedure that are recommended must be ratified by the parties. Members shall be paid at the curriculum rate for any work outside of the school day.

ARTICLE 12(B) – EVALUATION PROCEDURE FOR NON-TEACHERS

A. PROCEDURE

1. Evaluator

Evaluation of an employee shall be conducted by the employee's Immediate Supervisor. In the event an employee performs work under the supervision of more than one (1) Supervisor, one (1) Supervisor shall be designated as the Evaluating Supervisor. However, any Supervisor may participate in the observation process with prior notification to the employee. The evaluator shall not be a bargaining unit member. The Supervisor must be employed under a contract pursuant to O.R.C. 3319.01 or 3319.02 and must hold at least one (1) certificate named under Division (E), (F), (H), (J), or (L) of O.R.C. 3319.22.

2. Orientation

All employees shall be notified in writing of the name and position of the evaluating Supervisor within thirty (30) days of the opening of school. Thereafter, not later than September 15 each year, or in the case of a new teacher within thirty (30) days of the first day worked, each employee shall be notified in writing of the name and position of the Evaluating Supervisor.

3. Schedule for Evaluation

All employees who are to be evaluated shall be evaluated annually between October 1 and April 10.

4. Criteria for Evaluation

Employees shall be evaluated on criteria set forth in the present evaluation instrument. Any changes in this instrument shall be upon mutual agreement of the Association and the Administration.

B. OBSERVATIONS

Schedule of Observations

1. Nontenured: A minimum of three (3) formal observations shall be conducted to support the evaluation. A formal observation shall last a minimum of thirty (30) consecutive minutes. There shall be at least seven (7) days between formal observations, unless the employee and the evaluator otherwise agree.

2. Tenured: A minimum of one (1) formal observation and evaluation must be completed every four (4) years. A formal observation shall last a minimum of thirty (30) consecutive minutes. There shall be at least seven (7) days between formal observations, unless the employee and the evaluator otherwise agree.

3. Observation Conferences

A post-observation conference shall be held after every formal observation. A copy of the written observation report shall be given to the employee at the post-observation conference. An employee may request a formal observation at any time in addition to those required by this procedure.

4. Professional Growth (See Appendices D-1, D-2, D-3)

Employees judged to be effective on their last evaluation will be eligible for a Professional Growth Project. A "Professional Growth Project" is a quantifiable task to specifically improve professional practice. The project is to be completed in a twenty-four (24) month period within the four year evaluation cycle. Either the employee or Administration may return to the regular evaluation cycle at any point and time.

C. IDENTIFICATION OF DEFICIENCIES

1. The evaluator shall submit a written plan for correcting the deficiencies which shall include suggestions to the employee to correct the noted deficiencies and/or ways to receive assistance. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

2. Other Deficiencies

Other deficiencies regarding the employee's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the employee within three (3) workdays after the deficiency. The evaluator must include said deficiencies in any plan for correction of deficiencies.

D. FINALIZATION OF EVALUATION

1. Written Evaluation

The evaluation is deemed completed when a copy of the formal written evaluation report has been given to the employee and a conference has been held between the employee and evaluator.

2. Completion of Evaluation Process

The performance evaluation of an employee shall be based upon the observations of the employee's performance and any documented deficiencies and shall acknowledge the satisfactory performance of the employee evaluated as well as performance deficiencies, if any. If an employee receives a "2" or "3", the evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report will be signed by the employee to acknowledge notification that the evaluation will be placed on file, but the employee's signature is not to be construed as evidence that the employee agrees with the contents of the evaluation report.

3. Response to Evaluation

The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file.

4. Personnel Action Requirements

If the evaluator or the Superintendent decides to recommend contract nonrenewal, contract termination, or an extended limited contract, the employee shall be given written notice in accordance with Article 14 at least seven (7) calendar days prior to any official Board action.

An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

E. It is the intention of the parties that the provisions of Article 12 shall supersede all provisions of O.R.C. 3319.111.

F. The provisions of Article 12 do not apply to supplemental contracts.

G. An Evaluation Forms Committee ("EFC") composed of 4 members appointed by the Association President and 4 members appointed by the Superintendent shall be convened by November 1, 2010. The EFC shall examine the current observation and evaluation forms (Appendices E-1 and E-2), consider changes in the rating format and insure that the forms are consistent with the Ohio standards for educators. In addition, the EFC shall recommend forms for the evaluation of certified/licensed personnel other than classroom employees, e.g., counselors, psychologists, and may invite participation from such persons during that process. The EFC's recommendations shall be submitted to the Labor-Management Committee by April 1, 2011. The LMC will review and possibly modify the EFC's recommendations and make final recommendations to the Association and Board by the regular June Board meeting for approval by the Association and Board on or before

that Board meeting. The new forms shall be implemented with the start of the 2011-12 school year.

ARTICLE 12 (C) – EVALUATION OF COUNSELORS

A. There shall be an Article 12 (C) added to the Agreement that specifically sets forth the procedures for standards-based school counselor evaluations, which shall conform to the provisions of O.R.C. §3319.113, and shall take effect on August 16, 2017.

B. The Board shall use the standards and criteria set forth in the "Ohio Standards for School Counselors," developed by DEW, to distinguish between the following levels of performance for school counselors for purposes of assigning ratings on the evaluations conducted pursuant to Board policy and O.R.C. §3319.113:

1. Accomplished;
2. Skilled;
3. Developing;
4. Ineffective.

C. Only individuals who are full-time employees of Nordonia Hills City Schools who have completed Ohio School Counselor Evaluation System training are permitted to evaluate a school counselor. A counselor shall be assigned only one evaluator per school year.

D. Each school counselor will be provided with a copy of a written report of the results of his/her evaluation.

E. Beginning with the 2017-2018 school year, a school counselor's evaluation results will be considered by the Board in making retention and promotion decisions, and for the removal of poorly-performing school counselors.

F. The Board shall provide for professional development to accelerate and continue school counselor growth and provide support to poorly-performing school counselors.

G. School counselor evaluations shall occur annually, except as otherwise appropriate for a school counselor who received a final summative rating of Accomplished or Skilled on his/her most recent evaluation. The annual evaluation process will consist of two (2) formal observations preceded by a pre-conference not less than ten (10) days prior to the observation and followed by a post-conference not more than five (5) days after the observation. Each observation shall be thirty (30) minutes. Evaluations shall be conducted openly and with the full knowledge of the counselor. The final summative evaluation shall be completed by May 1st and the results given to the counselor not later than May 10th.

H. In any year in which the Board may wish to declare its intention to not re-employ the counselor, the Board shall perform three (3) formal observations.

I. The Board may evaluate each school counselor who received a final summative rating of Accomplished on his/her most recent evaluation once every three (3) school years, so long as the metric of student outcomes for the most recent school year for which data is available is Skilled or higher on the evaluation rubric. Such counselors will develop their own professional growth plan.

J. The Board may evaluate each school counselor who received a final summative rating of Skilled on the most recent evaluation once every two (2) school years, so long as the metric of student outcomes for the most recent school year for which data is available is Skilled or higher on the evaluation rubric. Such counselors will develop a professional growth plan collaboratively with their evaluator.

K. During the years in which a school counselor who received a final summative rating of accomplished or skilled on his/her most recent evaluation is not fully evaluated, the Board shall conduct at least one (1) observation and one (1) conference with the school counselor.

L. School counselors with a final summative rating of Developing or Ineffective on their most recent evaluation will develop a professional growth plan with their evaluator. For the professional growth plan to be implemented, such plan must receive the approval of the Superintendent. Professional growth plans shall describe the specific performance expectations, the resources, and the assistance to be provided.

M. A school counselor may be placed on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The improvement plan must have specific, measurable performance expectations, resources, and assistance to be provided. It will include their desired level of performance that is expected and a reasonable time period to correct deficiencies. Counselors have the right to rebut any part of their evaluation to be attached to their summative report.

N. A school counselor shall receive a full evaluation during the first year that he/she is employed or re-employed by the Board, regardless of whether he/she received a final summative rating of Accomplished or Skilled on his/her most recent evaluation.

O. <u>Metrics of Student Outcomes Committee</u>

The Association and Board agree to establish a standing joint committee to meet as needed for the sole purpose of developing, reviewing, and amending the list of Metric of Student Outcomes approved for use in the school counselor evaluation. A counselor and a principal may choose another student metric outcome, subject to the approval of the committee.

Committee Composition

a. The committee shall be comprised of three (3) Association members appointed by the Association President and two (2) members appointed by the Superintendent. Members of the committee shall receive training on the creation of Metrics of Student Outcomes and their application to the Ohio Counselor Evaluation System. The cost, if any, shall be borne by the Board.

b. The members of the committee shall be representative of the elementary/intermediate school(s), the middle school(s), and the secondary school(s).

c. At the conclusion of the Association member's term or removal therefrom, the Association shall appoint a successor.

ARTICLE 13 – NONRENEWAL

A. DEFINITIONS

As used in this Section:

1. "Evaluation procedures" means the procedures adopted pursuant to Article 12.

2. "Limited contract" means a limited contract, as described in O.R.C. 3319.08, that the Board enters into with a teacher who is not eligible for continuing service status.

3. "Extended limited contract" means a limited contract, as described O.R.C. 3319.08, that the Board enters into with a teacher who is eligible for continuing service status.

B. CONTINUING CONTRACTS

1. Teachers eligible for continuing service status in this District shall be those teachers who meet the requirements set forth in O.R.C. 3319.08. Each fall, teachers will be asked, as part of their completion of the professional records form, whether they believe they will be eligible for consideration for continuing contract at the May Board meeting. By March 1st such teachers will submit the necessary documentation to the Superintendent or designee or will submit a letter of their intent to complete the necessary steps ten (10) days prior to the May Board meeting. Failure to meet this deadline will defer a continuing contract decision to the following May.

2. The Board will follow procedures prescribed in O.R.C. §3319.11 when granting continuing contract status.

C. EXTENDED LIMITED CONTRACTS

1. The Superintendent may recommend reemployment of the teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the teacher written reasons directed at the professional improvement of the teacher on or before June 1st. Upon subsequent reemployment of the teacher only a continuing contract may be entered into.

2. Extended Limited Contracts may be granted in accordance with O.R.C. §3319.11.

D. CONTINUING CONTRACT FOLLOWING EXTENDED LIMITED CONTRACT

A teacher eligible for continuing contract status employed under an extended limited contract pursuant to Section C., above, is, at the expiration of such extended limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the salary schedule, unless evaluation procedures have been complied with pursuant to Article 12 and the Board, acting on the Superintendent's recommendation that the teacher not be reemployed, gives the teacher written notice on or before June 1st of its intention not to reemploy him/her. A teacher who does not have evaluation procedures applied to him/her in compliance with Article 12 or who does not receive notice on or before June 1st of the intention of the Board not to reemploy him/her is presumed to have accepted employment under a continuing contract unless he/she notifies the Board, in writing, to the contrary on or before the first day of June and a continuing contract shall be executed accordingly.

Any teacher receiving a written notice of the intention of the Board not to reemploy him/her pursuant to this Section is entitled to the hearing provisions of Section G. below.

E. LIMITED CONTRACTS

A limited contract may be entered into by the Board with each teacher who has not been in the employ of the Board for less than three (3) years and shall be entered into regardless of length of previous employment, with each teacher employed by the Board who holds a provisional or temporary certificate.

Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, deemed reemployed under the provisions of this Section at the same salary plus any increment provided by the salary schedule unless evaluation procedures have been complied with pursuant to Article 12 and the Board, acting upon the Superintendent's written recommendation that the teacher not be reemployed, gives such teacher written notice of its intention not to reemploy him/her on or before June 1st. A teacher who does not have evaluation procedures applied to him/her in compliance with Article 12 or who does not receive notice of the intention of the Board not to reemploy him/her on or before June 1st is presumed to have accepted such employment unless he/she notifies the Board, in writing, to the contrary on or before the

first day of June and a written contract for the succeeding school year shall be executed accordingly. Any teacher receiving a written notice of the intention of the Board not to reemploy him/her pursuant to this Section is entitled to the hearing provisions of Section G. below.

F. EFFECT OF FAILURE TO MAKE RECOMMENDATIONS

The failure of the Superintendent to make a recommendation to the Board under any of the conditions set forth in Sections B through E, above, or the failure of the Board to give such teacher a written notice pursuant to Sections B through E, above, shall not prejudice or prevent a teacher from being deemed reemployed under either a limited or continuing contract as the case may be under the provisions of this Section. A failure of the parties to execute a written contract shall not void any automatic reemployment provisions of this Section.

G. RIGHTS UPON RECEIPT OF NOTICE OF NONRENEWAL

1. Any teacher receiving written notice of the intention of the Board not to reemploy him/her pursuant to Section B, C, D, or E above, may, within ten (10) days of the date on which he/she received the notice, file with the Board Treasurer, a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.

2. The Board Treasurer, on behalf of the Board, shall, within ten (10) days of the date on which he/she receives a written demand for a written statement pursuant to paragraph 1. above, provide to the teacher a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.

3. Any teacher receiving a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher pursuant to Section G herein, may, within five (5) days of the date on which he/she received the statement, file with the Board Treasurer, a written demand for a hearing before the Board pursuant to paragraphs 4 through 6 below.

4. The Board Treasurer, on behalf of the Board, shall, within ten (10) days of the date on which he/she receives a written demand for a hearing pursuant to this Section G herein, provide to the teacher a written notice setting forth the time, date, and place of the hearing. The Board shall schedule and conclude the hearing within forty (40) days of the date on which the Board Treasurer receives a written demand for a hearing pursuant to Section G herein.

5. Any hearing conducted pursuant to this Section shall be conducted by a majority of the members of the Board. The hearing shall be held in executive session of the Board, unless the Board and the teacher agree to hold the hearing in public. The Superintendent, Assistant Superintendent, Building Principal, teacher, and any person designated by either party to take a record of the hearing may be present at the hearing. The Board may be represented by counsel and the teacher may be represented by counsel or a designee. A record of the hearing may be taken by either party at the expense of the party taking the record.

6. Within ten (10) days of the conclusion of a hearing conducted pursuant to this Section, the Board shall issue to the teacher a written decision containing an order affirming the intention of the Board not to reemploy the teacher reported in the notice given to the teacher pursuant to Section B, C, D, or E above, or an order vacating the intention not to reemploy and expunging any record of the intention, the notice of the intention, and the hearing conducted pursuant to this Section.

7. A teacher may appeal an order affirming the intention of the Board not to reemploy the teacher to the Court of Common Pleas of Summit County within thirty (30) days of the date on which the teacher receives the written decision, on the grounds that the Board has not complied with the provisions of Article 12, or Article 14.

   Notwithstanding O.R.C. 2506.04, the Court, in an appeal under this Section, is limited to the determination of procedural errors and to ordering the correction of procedural errors and shall have no jurisdiction to order the Board to reemploy a teacher, except that the court may order the Board to reemploy a teacher in compliance with the requirements of Section B, C, D, or E above, when the Court determines that evaluation procedures have not been complied with pursuant to Article 9, or the Board has not given the teacher written notice on or before June 1st of its intention not to reemploy the teacher pursuant to Section B, C, D, or E above. Otherwise, the determination whether to reemploy or not reemploy a teacher is solely the Board's determination and not a proper subject of judicial review and, except as provided in this Section, no decision of the Board whether to reemploy or not reemploy a teacher shall be invalidated by the court on any basis, including that the decision was not warranted by the results of any evaluation or was not warranted by any statement given pursuant to this Section G, paragraph 2 above.

   No appeal of an order or the Board may be made except as specified in this Section.

H. NOTICES

1. In giving a teacher any notice required by Section B, C, D, or E above, the Board or Superintendent shall do either of the following:

   a. Deliver the notice by personal service upon the teacher;

b. Deliver the notice by certified mail, return receipt requested, addressed to the teacher at his/her place of employment and deliver a copy of the notice by certified mail, return receipt requested, addressed to the teacher at his/her place of residence.

2. In giving the Board any notice required by Section B, C, D, or E above, the teacher shall do either of the following:

a. Deliver the notice, by personal delivery, to the office of the Superintendent during regular business hours;

b. Deliver the notice by certified mail, return receipt requested, addressed to the office of the Superintendent and deliver a copy of the notice by certified mail, return receipt requested, addressed to the Board President at his/her place of residence.

3. When any notice and copy of the notice are mailed pursuant to this Section H, paragraphs 1. or 2. above, the notice or copy of the notice and the earlier date of receipt shall constitute the notice for the purposes of Section B, C, D, or E above.

I. The provisions of this Article shall not apply to any supplemental written contracts entered into pursuant to O.R.C. 3319.08.

J. The provisions of this Article shall not apply to any substitute teacher and shall not apply to any tutor.

K. It is the intention of the parties that the provisions of this Article shall supersede all provisions of O.R.C. 3319.11.

ARTICLE 14 – HEALTH AND SAFETY

A. MAINTENANCE OF HEALTH AND SAFETY

The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause serious physical harm to employees. The Board retains exclusive authority to adopt and implement policies and procedures required by O.R.C. Chapter 4167, by the division of Occupational Safety and Health, by the Public Employee Risk Reduction Advisory Commission, and/or any other rules and regulations adopted under the authority of Chapter 4167.

B. NOTIFICATION

1. Except for a condition which the teacher, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to him/her, a teacher should report an alleged health or safety violation to his/her principal within two (2) days of the alleged violation.

2. Before exercising his/her right to refuse to work because of a condition which the teacher acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her, the teacher must immediately notify his/her Supervisor of the condition. The teacher may be temporarily reassigned while the condition is being investigated and/or ameliorated.

C. NO REPRISALS

There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public employee reasonably believes presents an imminent danger, or for any other participation in the Health and Safety Program.

D. HEALTH SUPPLIES

1. The Board shall ensure that in the main office of each building and in every lab, there shall be adequate first aid kit(s) which shall be maintained.

2. The Board shall provide on every floor of every building, an adequate supply of disposable rubber gloves.

E. INOCULATIONS

1. The Board shall provide on site free-of-charge Hepatitis B inoculations to any bargaining unit member who so desires such inoculation.

2. The Board shall provide on an annual basis on-site flu shots, pneumonia shots and measles/mumps boosters, when available through Summit County Health Department, to any bargaining unit member who so desires. NHEA bargaining unit members will be responsible for fifty percent (50%) of the cost.

ARTICLE 15 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. PURPOSE

A Local Professional Development Committee (LPDC) shall be established to review professional development plans composed of course work, continuing education units (CEU), and other equivalent activities and to approve District programs for CEU credit.

B. COMMITTEE MEMBERS

The LPDC shall have four (4) teacher members appointed by the NHEA President and three (3) members appointed by the Superintendent. Vacancies in membership shall be filled in the same fashion. However, when a professional development plan of an administrator is being considered, one of the teacher members shall not participate and an additional administrator, appointed by the Superintendent, shall become a member of the committee for purposes of considering the administrator's plan.

C. TERM OF OFFICE

The term of office for LPDC members shall be three (3) years for teachers and administrators.

D. CHAIRPERSON

The committee chairperson shall be determined by majority vote of the committee members.

E. DECISION MAKING

Decisions shall be made by majority vote of the committee members present, with a quorum consisting of five (5) members. The LPDC shall meet over the summer as needed to be sure to approve course work for licensure in a timely manner.

F. COMPENSATION

The committee chairperson shall be paid a supplemental contract at .075 of the BA base salary, while individual committee members shall receive a supplemental contract at the rate of .060 of the BA base salary. The Board/NHEA may modify the compensation for LPDC members as might be agreed upon by negotiators representing the Board and the Association.

G. TRAINING

1. New committee members in subsequent years shall be granted release time for training.

2. LPDC members shall be reimbursed for actual and necessary expenses incurred as part of training.

H. BOARD SUPPORT

The Board will provide the committee with meeting space and secretarial support.

I. EVALUATION IMPACT

Evaluation of a teacher shall not be affected by the teacher's IPED nor by the LPDC process.

J. APPEALS

In the event the committee does not approve an Individual Professional Development Plan (IPDP), the certificated employee may appeal such denial in writing to the committee chairperson within twenty (20) calendar days of such denial. Similarly, should the committee refuse to approve a request for CEU credit, the affected employee(s) may appeal said denial in writing to the chairperson within twenty (20) calendar days of such denial. If the committee within ten (10) calendar days of the chairperson's receipt of the appeal does not reverse its decision, the affected employee(s) may initiate, in writing and directed to the committee chairperson, a decision on the appeal. That final and binding decision will be rendered by a three (3) person panel, with one (1) member chosen by the affected employee, one (1) person chosen by the Superintendent, and a third person chosen by the NHEA President. All appeal panel members must hold a current DEW certificate or license.

ARTICLE 16 – CONTRARY TO LAW/STATE STANDARDS

If any provision or application of this Master Agreement is determined by a court, by an act of the Federal and/or State legislature, or by regulations or orders issued by Federal or State authorities, to be contrary to law, that provision shall be considered null and void to the extent specifically prohibited, but all other provisions herein shall continue in full force and effect. If a provision becomes unworkable due to its being contrary to law, such action shall be reason for either party to consider reopening negotiations on that provision in an attempt to obtain a workable provision within the established legal structure.

ARTICLE 17 – GENERAL

A. The Board of Education of the Nordonia Hills City School District retains and reserves unto itself all authority conferred upon and vested into it by the statutes of the State of Ohio and Federal Constitutions. The exercise of this authority, the adoption of policies, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Master Agreement.

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

C. Nothing included in this Master Agreement shall restrict or deny to any member of the bargaining unit, rights provided by law or by statutes, rulings, and regulations of the State or Federal governments.

D. The Board shall change its Personnel Policies and Practices as may be necessary to give full force and effect to this Master Agreement.

E. Except as specified in Article 15 (Health and Safety), Section C (No Reprisals), the Association and its members hereby affirm that they will not sanction, engage in, encourage or participate in any type of strike, work stoppage, or any other type of activity which results in a reduction of the regular professional duties or employment obligations, until or unless the expiration date of this Master Agreement or any part thereof.

This provision shall not preclude any members of the bargaining unit from taking any necessary actions to protect their personal health or safety, or the health or safety of others.

F. Every Student Succeeds Act

The Board agrees to bargain changes as required by the ESSA that affect any teacher working condition.

ARTICLE 18 – CREDIT FLEXIBILITY PROGRAM

The Association and the Board agree to review in good faith situations as they arise related to credit flexibility to clarify such issues as teacher of record, teacher workload, and accountability. Nothing set forth here is intended to interfere with the rights of either party under O.R.C. Chapter 4117.

ARTICLE 19 – COLLEGE CREDIT PLUS

Pursuant to Ohio Revised Code 3365 et seq.., the District shall participate in the College Credit Plus (CCP) program and shall offer college-level courses to students in grades 7 through 12 in accordance with the following provisions:

A. The instructional preparation for and teaching of courses offered through the CCP program shall be deemed bargaining unit work and shall be offered to bargaining unit members in accordance with the vacancy/posting/teacher selection provisions of this Agreement. If no bargaining unit member is properly credentialed to teach the course, no bargaining unit member chooses to participate in the CCP program, or the student(s) choose to participate in CCP off campus, the Board may assign a bargaining unit member to teach a CCP course.

B. No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. However, he/she may provide information from the IHE evaluation as evidence of competencies in his/her District

evaluation. 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, nonrenewed, or otherwise disciplined based upon the results of the IHE evaluation.

C. Prior to the beginning of each course, all bargaining unit members who participate in the CCP program shall be provided at least one (1) in-service day to visit the participating IHE to engage in planning with the cooperating college instructor. The bargaining unit member shall be paid his/her per diem rate of pay for the in-service day if it occurs on a non-contractual day and will be provided professional leave if it occurs on a 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. All bargaining unit members who participate in the CCP program shall be provided at least one (1) professional leave and/or records day at the end of each semester in order to fulfill required administrative responsibilities and will be paid Five Hundred Dollars ($500.00) per course. The bargaining unit member shall be paid at his/her per diem rate for this leave day if the day occurs on a non-contractual day.

E. No bargaining unit member shall be required to maintain or report attendance data for any CCP student that is not under their supervision.

F. The District shall adhere to the Ohio Revised Code, Ohio Administrative Code, DEW, and ODHE guidelines regarding College Credit Plus requirements; however, the terms of this Contract shall prevail with regard to bargaining unit member rights and responsibilities when participating in the program.

ARTICLE 20 – DURATION

This Agreement shall be effective August 16, 2025, with compensation changes effective with the first day worked, under teaching, supplemental, or extended time contract, of the school year, and remain in effect through August 15, 2028.

FOR THE ASSOCIATION

President

Vice President

Negotiation Team Member

Negotiation Team Member

Negotiation Team Member

Consultant, OEA

FOR THE BOARD

Superintendent

Board Member

Treasurer

Building Administrator

APPENDIX A-1

GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons, and/or Association _____

_____

_____

_____

Address_____ Phone_____

School_____ Principal_____

Date Grievance Occurred_____ Date of Formal Filing_____

Person or Persons to Whom Grievance is Directed_____

_____ Initiated on Level_____

Statement of Grievance:_____

_____

_____

_____

_____

State the exact Master Agreement Article number and subsection thereof which you believe is being violated:_____

Action Requested:_____

_____

_____

Date you have discussed this with your Immediate Supervisor?

_____

Grievant

APPENDIX A-2

GRIEVANCE DECISION FORM

LEVEL ONE (Formal) DECISION_____

_____

Date_____ Signature_____
Administrative Representative

Date_____ Received By_____
Aggrieved and/or Association Representative

LEVEL TWO (Formal) DECISION_____

_____

Date_____ Signature_____
Administrative Representative

Date_____ Received By_____
Aggrieved and/or Association Representative

LEVEL THREE (Formal) DECISION_____

_____

Date_____ Signature_____
Administrative Representative

Date_____ Received By_____
Aggrieved and/or Association Representative

(Where decision requires additional space, attach pages as necessary.)

APPENDIX B

NORDONIA HILLS CITY SCHOOLS

CATASTROPHIC LEAVE DONATION

I hereby agree to donate _____ (_____) days of my Sick Leave for the catastrophic illness of _____. I understand that I cannot donate more than five (5) days, and the days that I have donated will not be returned.

_____
Signature

_____
Social Security Number

_____
Date

APPENDIX C

EMPLOYMENT PLANS FOR NEXT SCHOOL YEAR

All persons under contract as teachers or principals are asked to complete this form. If you wish to be reappointed to your current position, there is no need to submit this form. Otherwise, please return the completed form to the Principal's Office. The information is for the confidential use of the administrators and will allow us to assess the staffing needs based on student enrollment, without creating unnecessary anxiety among staff. If you hope for a building or grade level change, you should submit your request on this form even if there is not a current opening for your request.

☐ I wish a building transfer. My preference is _____.

☐ I wish a grade level transfer. My preference is _____.

☐ I am planning to voluntarily retire under the provisions of the Ohio State Teacher's Retirement System. (An official letter to the Board is required stating that you are voluntarily retiring. If this letter is submitted to the Personnel Office irrevocably by February 1, you will receive an additional $1,000 in your severance.

☐ At this time I am undecided about my future plans.

☐ I am planning to voluntarily resign my position. (An official letter to the Board is required.)

☐ Other preferences: Describe_____

_____

_____
Signature

_____
Building

_____
Date

Teachers are requested to return this form to the Principal's Office by **January 31.** Principals, please return to me immediately.

As indicated above, this is an unofficial tally. Those staff retiring or resigning would still find it necessary to formally submit a letter to the Board.

APPENDIX D

NHEA SALARY SCHEDULE INDEX

YEARS	BS	BS+15	BS+30	MAST	MA+15	MA+30	PhD
STEP 0	1.0000	1.0250	1.0600	1.0950	1.1100	1.1350	1.1600
STEP 1	1.0500	1.0800	1.1200	1.1600	1.1800	1.2100	1.2350
STEP 2	1.1000	1.1350	1.1800	1.2250	1.2500	1.2850	1.3100
STEP 3	1.1500	1.1900	1.2400	1.2900	1.3200	1.3600	1.3900
STEP 4	1.2000	1.2450	1.3000	1.3550	1.3900	1.4350	1.4650
STEP 5	1.2500	1.3000	1.3600	1.4200	1.4600	1.5100	1.5400
STEP 6	1.3000	1.3550	1.4200	1.4850	1.5300	1.5850	1.6200
STEP 7	1.3500	1.4100	1.4800	1.5500	1.6000	1.6600	1.6950
STEP 8	1.4000	1.4650	1.5400	1.6150	1.6700	1.7350	1.7700
STEP 9	1.4500	1.5200	1.6000	1.6800	1.7400	1.8100	1.8500
STEP 10	1.5000	1.5750	1.6600	1.7450	1.8100	1.8850	1.9250
STEP 11	1.5500	1.6300	1.7200	1.8100	1.8800	1.9600	2.000
STEP 12	1.6000	1.6850	1.7800	1.8750	1.9500	2.0350	2.1000
STEP 13	1.6500	1.7400	1.8400	1.9400	2.0200	2.1100	2.1550
STEP 14	1.6800	1.7700	1.8700	1.9700	2.0500	2.1400	2.1850
STEP 17	1.7200	1.8100	1.9100	2.0100	2.0900	2.1800	2.2450
STEP 21	--	--	1.9500	2.0500	2.1300	2.2200	2.2850
STEP 25	--	--	1.9900	2.0900	2.1700	2.2600	2.3250
STEP 28	--	--	2.0300	2.1300	2.2100	2.3000	2.3650
STEP 31	1.8800	1.9700	2.0700	2.1500	2.2500	2.3400	2.4050

APPENDIX D-1

NHEA SALARY SCHEDULE
Effective August 16, 2025

YEARS	BS	BS+15	BS+30	MAST	MA+15	MA+30	PhD/EdD
STEP 0	$46,778	$47,948	$49,585	$51,222	$51,924	$53,093	$54,263
STEP 1	$49,117	$50,521	$52,391	$54,263	$55,198	$56,602	$57,771
STEP 2	$51,456	$53,093	$55,198	$57,304	$58,473	$60,110	$61,280
STEP 3	$53,795	$55,667	$58,005	$60,344	$61,748	$63,618	$65,022
STEP 4	$56,134	$58,239	$60,811	$63,385	$65,022	$67,127	$68,530
STEP 5	$58,473	$60,811	$63,618	$66,425	$68,296	$70,635	$72,039
STEP 6	$60,811	$63,385	$66,425	$69,466	$71,570	$74,144	$75,781
STEP 7	$63,150	$65,957	$69,231	$72,507	$74,846	$77,652	$79,289
STEP 8	$65,489	$68,530	$72,039	$75,547	$78,120	$81,160	$82,797
STEP 9	$67,828	$71,103	$74,846	$78,587	$81,394	$84,668	$86,540
STEP 10	$70,168	$73,676	$77,652	$81,628	$84,668	$88,177	$90,048
STEP 11	$72,507	$76,248	$80,459	$84,668	$87,943	$91,686	$93,556
STEP 12	$74,846	$78,822	$83,266	$87,709	$91,218	$95,194	$98,234
STEP 13	$77,184	$81,394	$86,072	$90,749	$94,492	$98,702	$100,807
STEP 14	$78,587	$82,797	$87,475	$92,153	$95,895	$100,106	$102,210
STEP 17	$80,459	$84,668	$89,347	$94,025	$97,766	$101,977	$105,017
STEP 21			$91,218	$95,895	$99,638	$103,847	$106,888
STEP 25			$93,088	$97,766	$101,508	$105,719	$108,760
STEP 28			$94,960	$99,638	$103,380	$107,590	$110,630
STEP 31	$87,943	$92,153	$96,831	$100,573	$105,251	$109,461	$112,502

APPENDIX D-2

NHEA SALARY SCHEDULE
Effective August 16, 2026

YEARS	BS	BS+15	BS+30	MAST	MA+15	MA+30	PhD/EdD
STEP 0	$47,714	$48,907	$50,577	$52,247	$52,963	$54,155	$55,348
STEP 1	$50,099	$51,531	$53,439	$55,348	$56,302	$57,734	$58,926
STEP 2	$52,485	$54,155	$56,302	$58,450	$59,642	$61,312	$62,505
STEP 3	$54,871	$56,780	$59,165	$61,551	$62,983	$64,891	$66,322
STEP 4	$57,256	$59,404	$62,028	$64,653	$66,322	$68,470	$69,900
STEP 5	$59,642	$62,028	$64,891	$67,754	$69,662	$72,048	$73,479
STEP 6	$62,028	$64,653	$67,754	$70,855	$73,002	$75,627	$77,297
STEP 7	$64,413	$67,276	$70,616	$73,957	$76,342	$79,205	$80,874
STEP 8	$66,799	$69,900	$73,479	$77,058	$79,682	$82,784	$84,453
STEP 9	$69,185	$72,525	$76,342	$80,159	$83,022	$86,362	$88,271
STEP 10	$71,571	$75,149	$79,205	$83,260	$86,362	$89,940	$91,849
STEP 11	$73,957	$77,773	$82,068	$86,362	$89,702	$93,519	$95,428
STEP 12	$76,342	$80,398	$84,931	$89,463	$93,042	$97,097	$100,199
STEP 13	$78,728	$83,022	$87,793	$92,564	$96,382	$100,676	$102,823
STEP 14	$80,159	$84,453	$89,225	$93,996	$97,813	$102,108	$104,254
STEP 17	$82,068	$86,362	$91,134	$95,905	$99,721	$104,016	$107,118
STEP 21			$93,042	$97,813	$101,630	$105,924	$109,026
STEP 25			$94,950	$99,721	$103,539	$107,833	$110,935
STEP 28			$96,859	$101,630	$105,448	$109,741	$112,843
STEP 31	$89,702	$93,996	$98,767	$102,584	$107,356	$111,651	$114,752

APPENDIX D-3

NHEA SALARY SCHEDULE
Effective August 16, 2027

YEARS	BS	BS+15	BS+30	MAST	MA+15	MA+30	PhD/EdD
STEP 0	$48,668	$49,885	$51,589	$53,292	$54,022	$55,238	$56,455
STEP 1	$51,101	$52,562	$54,508	$56,455	$57,428	$58,889	$60,105
STEP 2	$53,535	$55,238	$57,428	$59,619	$60,835	$62,538	$63,755
STEP 3	$55,968	$57,915	$60,349	$62,782	$64,242	$66,189	$67,649
STEP 4	$58,401	$60,592	$63,268	$65,946	$67,649	$69,839	$71,298
STEP 5	$60,835	$63,268	$66,189	$69,109	$71,055	$73,489	$74,949
STEP 6	$63,268	$65,946	$69,109	$72,273	$74,462	$77,139	$78,842
STEP 7	$65,702	$68,622	$72,028	$75,436	$77,869	$80,789	$82,492
STEP 8	$68,135	$71,298	$74,949	$78,599	$81,276	$84,439	$86,142
STEP 9	$70,568	$73,976	$77,869	$81,762	$84,682	$88,089	$90,036
STEP 10	$73,003	$76,652	$80,789	$84,925	$88,089	$91,739	$93,686
STEP 11	$75,436	$79,328	$83,709	$88,089	$91,496	$95,390	$97,336
STEP 12	$77,869	$82,006	$86,630	$91,252	$94,903	$99,039	$102,203
STEP 13	$80,303	$84,682	$89,549	$94,416	$98,309	$102,690	$104,879
STEP 14	$81,762	$86,142	$91,009	$95,876	$99,769	$104,150	$106,339
STEP 17	$83,709	$88,089	$92,957	$97,823	$101,716	$106,096	$109,260
STEP 21			$94,903	$99,769	$103,663	$108,043	$111,206
STEP 25			$96,849	$101,716	$105,609	$109,990	$113,153
STEP 28			$98,796	$103,663	$107,557	$111,936	$115,100
STEP 31	$91,496	$95,876	$100,743	$104,636	$109,503	$113,884	$117,047

The following section is null and void as a matter of law based on Supreme Court decision in *Janus v. AFSCME, Council 31, 585 U.S.___ (2018)* and will not be implemented, but is preserved should the law change to allow its automatic re-insertion into the contract in the future.

ARTICLE 1 – RECOGNITION

* * *

C. FAIR SHARE FEE

1. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Nordonia Hills Educators' Association, a fair share fee for the Association's representation of such nonmembers during the term of this Master Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological cause not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of the Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Board Treasurer on or about September 15 of each year during the term of this Master Agreement for the purpose of determining amounts to be payroll deducted.

3. Schedule of Fair Share Fee Deduction

a. All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15, annually. In the case of bargaining unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

(1) sixty (60) calendar days employment in a bargaining unit position; or

(2) January 15.

b. Upon Termination of Membership During the Membership Year

The Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) calendar days from termination of membership.

4. Transmittal of Deductions

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

5. Procedure for Rebate

The Association represents to the Employer that an internal rebate procedure has been established in accordance with O.R.C. 4117.09(C), and that a procedure for challenging the amount of the representation fee has been established and will be given to each bargaining unit member who does not join the NHEA, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for advance reduction/rebate of the fair share fee pursuant to the internal rebate procedure adopted by the Association.

* * *

MEMORANDUM OF UNDERSTANDING

In the event the administration determines to add licensed personnel to perform in the capacity of tutors/small group instructors, the Superintendent shall ask the NHEA President to appoint representatives of the Association to meet with representatives of the Board to consider the duties which might be assigned to such persons, the qualifications to be required of the candidates and the salaries to be associated with such positions. The committee shall submit its report and recommendations to the LMC within thirty (30) days of the request of the Superintendent to the Association President. That timeline may be extended by mutual agreement.

The current 2009-2010 tutor seniority list shall be merged with the 2009-2010 teacher seniority list to make one seniority list. Forevermore, if the position of "tutor" is activated then the seniority list will be kept in accordance with §9.01311.

MEMORANDUM OF UNDERSTANDING

The Association and the Board discussed the implications of credit flexibility as provided for in SB 311 and the impact its implementation might have on the teachers of the Nordonia Hills City School District. Since this new law raises a number of concerns that are unknown at this time, the Association and the Board agree to review in good faith situations as they arise to clarify such issues as teacher of record, teacher work load and accountability. Nothing set forth here is intended to interfere with the rights of either party under O.R.C. Chapter 4117.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Nordonia Hills City School District Board of Education and the Nordonia Hills Educators Association (OEA/NEA), and is for the purpose of resolving an issue related to longevity credit related to supplemental salaries referenced in Article 4, Section I (9) of the current Negotiated Agreement between the parties.

Accordingly, the parties agree as follows:

> Continuous longevity within a discipline for which there is a supplemental contract will be credited for their years of service in that discipline, beginning with the 2014-15 school year. Retroactivity for prior years related to this issue will not be paid.

IN WITNESS WHEREOF, the parties have entered into this Agreement this _____ day of _____, 2014.

FOR THE ASSOCIATION	FOR THE BOARD
_____	_____
Association President	Board President
_____	_____
Association Vice President	Superintendent
_____	_____
OEA Representative	Treasurer

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