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NEGOTIATED AGREEMENT

BETWEEN

NOBLE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

NOBLE LOCAL CLASSROOM
TEACHERS ASSOCIATION

AUGUST 1, 2026 THROUGH JULY 31, 2029

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ARTICLE I – RECOGNITION

1.1 The Noble Local Board of Education (hereinafter "Board" or "District") hereby recognizes the Noble Local Classroom Teachers Association, OEA/NEA-Local (hereinafter the "Association"/"Union"), as the sole and exclusive bargaining representative, for all full-time certificated personnel and all part-time certificated personnel employed to work twenty (20) hours or more per week under a regular contract. The superintendent, assistant superintendents, principals, assistant principals, persons properly certified and employed under administrative contracts as supervisors and directors, Athletic Director, and other administrative personnel and any other confidential, supervisory or management-level employees as defined in Section 4117.01 of the Ohio Revised Code, are excluded from the bargaining unit.

ARTICLE II – DEFINITIONS

2.1 Unless otherwise specified, "day" shall mean a workday, except during the summer when it shall mean Monday through Friday excluding holidays.

2.2 "School year" shall mean the year beginning July 1 and ending the following June 30.

2.3 A. "Seniority" shall mean the length of a teacher's continuous service beginning with the most recent date of hire, that is the date of Board action on a teacher's most recent employment. If two or more teachers have the same length of continuous service, seniority shall be determined by:

1. Total years of teaching experience in the district, continuous and non-continuous; then
2. Total teaching experience; then by
3. A toss of the coin.

B. Continuous employment under this Article includes:

1. All time on sick leave; and
2. All time accrued on a Board-approved leave of absence; and
3. All time while on military leave of absence; and
4. All time while on disability retirement up to a maximum of five (5) years; and
5. All time a teacher was suspended if a teacher is reinstated or recalled; and
6. All time when a teacher who submits a letter of resignation is consequently reemployed by the Board for the ensuing school year if no actual work days are missed.

C. Seniority shall be lost when a teacher:

1. Resigns (except in b.6. above); or
2. Retires; or
3. Leaves the employ of the Board due to nonrenewal or termination of contract.

ARTICLE III – NEGOTIATIONS PROCEDURE

3.1 Alternative Procedure Established: Pursuant to Sections 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersedes the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary.

3.2 Scope of Bargaining: The scope of bargaining by and between the Board and the Association shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

3.3 Initiation of Bargaining: In accordance with Section 4117.14 of the Ohio Revised Code, either party desiring to terminate, modify, or negotiate a successor collective bargaining agreement shall serve written at least sixty (60) days prior to the expiration of the existing agreement.

The initiating party will offer to bargain collectively with the other party for the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement. The initiating party will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining agreement.

3.4 Submission of Proposals: The parties shall exchange items proposed for negotiations at the first negotiation meeting. Items must be written in contract language and all changes in salaries, wages, hours, and fringe benefits must be clearly stated. No additional items may be introduced for negotiations after the initial submission unless both parties mutually agree.

3.5 Negotiations Meetings: The parties shall establish the time and place of the first meeting. Further meetings will be set at the first meeting and thereafter. Negotiations shall not exceed two hours in length unless mutually agreed upon by both parties and shall be held at times other than regular school hours. Negotiations meetings shall be private. Upon the request of either party, the negotiations meeting may be recessed to permit a caucus, which may not exceed thirty (30) minutes, unless mutually agreed to by both parties.

3.6 Representation: The Board and the Association bargaining teams shall be limited to five (5) members each at a bargaining session. In addition, each party may have up to two (2)

observers who may only discuss negotiations with persons who are direct participants in the negotiations process.

3.7 Exchange of Information: Upon reasonable request, the Board shall make available to the Association, and the Association shall make available to the Board, all public information pertinent to the issues being considered, such as the financial condition of the District, that is routinely produced. The Board and the Association shall incur no special expense in providing such information to the other party. Nothing contained herein shall require the parties to make available any confidential information or reports expressly compiled for the use of the negotiating teams.

3.8 Agreement: When tentative agreement is reached on all matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Association for its consideration, and possible ratification. If ratified, the tentative agreement shall be submitted to the Board for its consideration, and possible approval. If approved by the Association and the Board, the collective bargaining contract shall be signed by both parties.

3.9 Impasse

A. If no agreement has been reached forty (40) days before the Agreement expires, either party may declare impasse. Thereupon, the parties shall jointly contact the Federal Mediation and Conciliation Service or other agreed upon mediator or mediation service for assistance. The mediator shall assist the parties in bargaining, but may not bind either party.

B. Prior to the expiration of the Agreement, the parties may mutually agree to an alternative dispute procedure or to extend the mediation begun under 3.9(a) above. Any mutually agreed change or alternative to this dispute resolution procedure shall be filed with the State Employment Relations Board in accordance with its rules. Any costs associated with the alternative procedure shall be shared equally by the parties.

C. If the existing Agreement or extension thereof has expired, the Association may proceed in accordance with Section 4117.14(D)(2) of the Ohio Revised Code.

ARTICLE IV – BOARD OF EDUCATION RIGHTS

4.1 The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include the right to:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the school district organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of Board operations;

D. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;

E. Suspend, discipline, demote, or terminate for just cause, or layoff, recall, transfer, assign, schedule promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the school district;

H. Effectively manage the work force in all aspects;

I. Take actions to carry out the mission of the school district.

4.2 The Board is not required to bargain on subjects reserved to its management and discretion, except as to matters within the scope of bargaining as identified provided in Section 3.2 of this Agreement and Chapter 4117 of the Ohio Revised Code. A school employee or the Association may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE V – DRUG TESTING POLICY

5.1 As per Board Policies GBP and GBPB, in addition to pre-employment drug testing an employee shall be subject to reasonable suspicion drug testing. Board policy shall apply regarding discipline and options for participation in drug-assistance or rehabilitation program.

All drug testing, including verbal and/or written disclosure of prescribed medications, shall be conducted privately.

5.2 Discipline shall be subject to the grievance procedure.

ARTICLE VI – ASSOCIATION RIGHTS

6.1 The Association shall have the right to use school facilities and equipment for purposes related to collective bargaining and contract administration. The Association shall observe all applicable Board policies and administrative regulations in regard to such use. Association use of school facilities and equipment shall be approved only when it does not interfere with or disrupt normal school operations. Subject to the preceding limitations, the Association may:

A. Use designated space on school bulletin boards, unless an item is defamatory, obscene, derogatory or tends to impede or disrupt the normal operations of the school district.

B. Subject to all the preceding restrictions, place Association communications in bargaining unit members' mailboxes.

C. Use school buildings for Association meetings.

6.2 Association representatives may transact Association business on school property before or after a bargaining unit member's regular work day or during his/her duty-free lunch. All visitors, including Association representatives, must report to the building office before transacting business and sign in.

6.3 A. Teachers may authorize payroll deductions for Association dues, initiation fees, assessments, and FCPE contributions in accordance with reasonable regulations established by the treasurer. All authorizations and revocations shall be made in writing on or before October 1st each year. Authorizations shall continue in effect until revoked. The Association shall hold the Board harmless and defend it against any claim by teachers based on such deductions.

B. Teachers eligible for association membership shall have the opportunity for payroll deduction of dues. A teacher must authorize the deduction of such dues in writing. Such authorization must be received by the Treasurer on or before September 15. A newly hired teacher after September 15 of any year shall be allowed payroll deduction of association dues upon submission of an individual written authorization to the Treasurer within 30 days after the date of hire.

C. The authorization is continuous annually unless revoked by the teacher giving written notice to the District Treasurer and Association Treasurer between August 1 and August 31 of any calendar year. The Treasurer shall deduct an amount of dues for teachers hired after September 15, as designated in writing by the Association Treasurer over the remaining number of monthly deductions. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is for going any rights specifically reserved to members of the Association. All

remaining dues and assessments shall be deducted, to the extent possible, from the employee's last paycheck.

6.4 When the Board prepares a staff directory for distribution to the staff, it shall also provide the Association president with a copy.

6.5 The Association will be notified of any special Board meetings or change in any regular meeting at the same time the news media is notified.

6.6 An Association representative will be afforded an opportunity to speak at Board meetings during the time reserved for public discussion.

6.7 A. The treasurer of the Board shall provide to the Association at no cost, copies of the official Certificate of Estimated Resources, the Permanent Appropriations Resolution, Treasurer's Year End Report (June), the latest monthly report, the teacher training and experience grid, and the current tax budget.

B. The Association may request at its expense copies of other public documents in accordance with Board policy.

6.8 Negotiation meetings, grievance hearings, and/or other meetings shall be conducted outside the workday to the extent possible. If the Board requests Association representatives to meet during the workday, there shall be no loss of pay or benefits as a result of participation in the meeting.

6.9 A bargaining unit member who is on a committee or an official of the Association or its affiliates shall be released to attend meetings of the Association or its affiliates. The Association shall reimburse the Board for the cost of the substitute. No more than a total of two (2) released days per school year may be taken.

6.10 In accordance with the ruling of the Supreme Court of the United Sates of America, June 27, 2018, Fair Share Fee has been declared to be unconstitutional and therefore unenforceable.

Should the Legislative Branch of the United States Government or any other duly authorized body with jurisdiction and authority over the Board determine that Fair Share Fee is a viable option, Article 3, M, Schedule of Fair Share Fee Deductions from the 2016-2019 Negotiated Agreement shall immediately be reinstated to the current Negotiated Agreement between the Noble Local Board of Education and the Noble Local Classroom Teachers Association, and any needed changes due to differences in law be negotiated within sixty (60) calendar days.

6.11 United Way or Other Charitable Foundation: If at least five (5) members elect to make a charitable donation to the United Way or any other charitable foundation, the Board shall provide the option of doing so by payroll deduction.

ARTICLE VII – WORKDAY/WORK YEAR

7.1 The teacher work year shall consist of one hundred eighty-two (182) days or the equivalent number of hours.

7.2 The teacher workday shall consist of seven (7) hours and fifteen (15) minutes, inclusive of a thirty (30) minute continuous, uninterrupted, duty-free lunch. Teachers are expected to perform their usual and customary duties beyond the workday without additional compensation such as lesson planning, grading papers, hall monitoring, and bus duty. If the administration schedules school improvement plan work, textbook selection/study, after school detention, professional development, course of study committee meetings outside the work day, or when the member fulfilling the role of Recorder for the LPDC completes the clerical work beyond the normal meeting time of the Committee, teachers shall be paid $30.00 for each such hour worked. As part of the teacher's duties, the teacher shall submit the time sheet for additional work within thirty (30) days of work completed. If not scheduled during a seven (7) hour and fifteen (15) minute work day, attendance at open house meetings shall be voluntary, but is encouraged.

If a teacher is requested to attend a training that is vital to the implementation of the program they teach, as determined by the administration, they shall be paid their per diem rate for each day of the training attended. As part of the teacher's duties, the teacher shall submit the time sheet for this training within thirty (30) days of work completed.

If said training is otherwise compensated through a grant or other funding, the teacher shall only receive one form of compensation and shall be whichever is higher.

7.3 A School Calendar Committee shall be established consisting of three (3) members from the Noble Local Classroom Teachers Association, three (3) members of Noble Local Support Association and three (3) members of the combined administration/Board of Education members. No more than two (2) Board of Education members shall serve on the committee at one time. The committee shall meet at least once (1x) per calendar year and make recommendations to the Board of Education for the upcoming school year calendar. The Committee shall designate days staff are required to be in attendance and indicate what is required by staff on those dates. The Board of Education shall have the discretion to accept or reject the recommendation.

7.4 After the first five calamity days, teaching staff shall have the choice of teaching remotely from their classroom or from an alternate remote location when school is operating on a remote learning day. Staff shall also have the choice to report to the building on Teacher Workday (No students) per the calendar makeup day schedule, if school is cancelled due to a calamity day.

ARTICLE VIII – SALARIES

8.1 A. Effective August 1, 2026, the base salary shall be increased by 5%. There shall be a $1,000 bonus paid in the second pay in November 2026. This bonus shall be applied as salary.

B. Effective August 1, 2027, the base salary shall be increased by 4%. There shall be a $1,000 bonus paid in the second pay in November 2027. This bonus shall be applied as salary.

C. Effective August 1, 2028, the base salary shall be increased by 4%. There shall be a $1,000 bonus paid in the second pay in November 2028. This bonus shall be applied as salary.

D. At no time during the life of this Master Agreement shall the base salary (B.A.-0) step using the current index be below the base salary (B.A.-0) step of the teachers' state minimum salary schedule.

E. Advancement to the "five-year" column of the salary schedule shall be permitted only after completion of one hundred fifty (150) semester hours of college-level course work, of which fifteen (15) hours must be earned after receipt of a bachelor's degree. This definition shall apply only to employees hired after July 1, 1998.

F. Employees will only be eligible for advancement to the next subsequent step on the salary schedule upon working a total of one hundred and twenty (120) days in a school year.

G. Effective August 1, 2019, any employee hired with more than ten (10) years' experience shall be placed on Step 10. After five (5) years of successful employment with Noble Local Schools as evidence by the evaluation procedure, they shall then be moved to the step which represents all previous experience prior to Noble Local Schools and time teaching in Noble Local Schools.

H. Any employee hired after August 1, 2013, but before August 1, 2019, granted only ten (10) years' experience shall be credited with full years' experience prior to Noble Local Schools and teaching time in Noble Local Schools after five (5) years of successful employment with Noble Local Schools as evidenced by the evaluation procedure. Calculation of said five years shall begin August 1, 2019.

8.2 A. Salary Index

Exp/ Step	Index for Bachelors	Index for 5-Year	Index for Masters	Index for M +15	Index for M +30	Index for M+45
0	1.0000	1.0500	1.1000	1.1500	1.2000	1.2500
1	1.0400	1.0950	1.1500	1.2075	1.2600	1.3125
2	1.0800	1.1400	1.2000	1.2650	1.3200	1.3750
3	1.1200	1.1850	1.2500	1.3225	1.3800	1.4375
4	1.1600	1.2300	1.3000	1.3800	1.4400	1.5000
5	1.2000	1.2750	1.3500	1.4375	1.5000	1.5625
6	1.2400	1.3200	1.4000	1.4950	1.5600	1.6250
7	1.2800	1.3650	1.4500	1.5525	1.6200	1.6875
8	1.3200	1.4100	1.5000	1.6100	1.6800	1.7500
9	1.3600	1.4550	1.5500	1.6675	1.7400	1.8125
10	1.4000	1.5000	1.6000	1.7250	1.8000	1.8750
11	1.4400	1.5450	1.6500	1.7825	1.8600	1.9375
12	1.4800	1.5900	1.7000	1.8400	1.9200	2.0000
13	1.5200	1.6350	1.7500	1.8975	1.9800	2.0625
14	1.5600	1.6800	1.8000	1.9550	2.0400	2.1250
19	1.6000	1.7250	1.8500	2.0125	2.1000	2.1875
24	1.6400	1.7700	1.9000	2.0700	2.1600	2.2500
29	1.6800	1.8150	1.9500	2.1275	2.2200	2.3125
32	1.7200	1.8600	2.0000	2.1850	2.2800	2.3750

B. The negotiated Salary Index shall reflect the following educational training:

BA A member of the bargaining unit who has earned a Bachelor's Degree from an accredited college.

5 Year A member of the bargaining unit who has received a Bachelor's Degree with either 150 semester hours or has earned additional semester hours to a total of 150 after receiving their Bachelor's Degree (in accordance with 8.1 – E., above).

MA A member of the bargaining unit who has earned a Master's Degree.

MA+15 A member of the bargaining unit who has taken 15 graduate semester hours after receipt of a Master's Degree.

MA+30 A member of the bargaining unit who has taken 30 graduate semester hours after receipt of a Master's Degree.

MA+45 A member of the bargaining unit who has taken 45 graduate semester hours after receipt of a Master's Degree.

8.3 Supplemental Salary Schedule: The supplemental salary schedule shall be as indicated below. All positions on the schedule shall be first offered to bargaining unit members who are qualified:

Position	Years 1-3	Years 4-9	Years 10+
Band Director	15%	16.20%	18.00%
Choral Director	5%	5.40%	6.00%
Drama Advisor	5.5%	5.94%	6.60%
Head Football Coach	15%	16.20%	18.00%
Asst. Football Coach	9%	9.72%	10.80%
Jr. High Football Coach	6%	6.48%	7.20%
Head Basketball Coach	15%	16.20%	18.00%
High School Basketball Assistant	8%	8.64%	9.60%
Reserve Basketball Coach	9%	9.72%	10.80%
9th Grade Basketball Coach	7%	7.56%	8.40%
Jr. High Basketball Coach	6%	6.48%	7.20%
Baseball Coach	12%	12.96%	14.40%
Asst. Baseball Coach	6%	6.48%	7.20%
2nd Assist. Baseball Coach to be evaluated yearly on participation	6%	6.48%	7.20%
Softball Coach	12%	12.96%	14.40%
Assistant Softball Coach	6%	6.48%	7.20%
2nd Assist. Softball Coach to be evaluated yearly on participation	6%	6.48%	7.20%
Head Track Coach (Boys/Girls Combined)	15%	16.20%	18.00%
2 High School Track Assistants	7.50%	8.10%	9.00%
Jr. High Track Coach	6%	6.48%	7.20%
H.S. Cross Country Coach	12%	12.96%	14.40%
Jr. High Cross Country to be evaluated yearly on participation	4.50%	4.86%	5.40%
Boys Wrestling Coach	12%	12.96%	14.40%
Boys Asst. Wrestling Coach	6%	6.48%	7.20%
Boys Jr. High Wrestling Coach	4.50%	4.86%	5.40%
Girls Wrestling Coach	12%	12.96%	14.40%
Girls Asst. Wrestling Coach	6%	6.48%	7.20%
Girls Jr. High Wrestling Coach	4.50%	4.86%	5.40%
H.S. Volleyball Coach	15%	16.20%	18.00%
Asst. H.S. Volleyball Coach	7.50%	8.10%	9.00%
Jr. High Volleyball Coach	6%	6.48%	7.20%

Position	Years 1-3	Years 4-9	Years 10+
Head Boys Soccer Coach	12%	12.96%	14.40%
Asst. Soccer Coach	6%	6.48%	7.20%
Jr. High Soccer Coach	4.50%	4.86%	5.40%
Head Girls Soccer Coach	12%	12.96%	14.4%
Asst. Girls Varsity Soccer Coach	6%	6.48%	7.2%
H.S. Cheerleading	8%	8.64%	9.60%
Jr. High Basketball Cheer Coach	2%	2.16%	2.4%
Jr. High Football Cheer Coach	2%	2.16%	2.4%
High School Golf Coach	12%	12.96%	14.4%
Weight Room Coach (per quarter)	1%	1.08%	1.20%
Esports (Summer/Fall)	8%	8.64%	9.60%
Esports (Winter/Spring)	8%	8.64%	9.60%
Yearbook Advisor	6%	6.48%	7.20%
Elementary Yearbook	3%	3.24%	3.60%
Senior Class Advisor/Graduation	4.5%	4.86%	5.4%
Junior Class Advisor/Prom	4.5%	4.86%	5.4%
Sophomore Class Advisor/Homecoming	2.5%	2.7%	3%
Freshman Class Advisor/Sweetheart	2.5%	2.7%	3%
Elementary Student Council/4th-6th Grade	3%	3.24%	3.60%
Attendance Officer	4%	4.32%	4.80%
Mathcounts Coach	2%	2.16%	2.40%
Science Olympiad Coach	2%	2.16%	2.40%
Destination Imagination Coach	2%	2.16%	2.40%
National Honor Society Advisor	4%	4.32%	4.80%
7th Grade Class Advisor	1.50%	1.62%	1.80%
8th Grade Class Advisor/8th Grade Trip	2.50%	2.70%	3.00%
Building Technology Liaison (per hour)	$20	$21.60	$24.00
Service Club	4%	4.32%	4.80%
Lead Mentor Position	6%	6.48%	7.20%
Mentor Position	3%	3.24%	3.60%

In the initial year that an employee holds a supplemental contract, they will be placed at Year 1 on the supplemental salary schedule.

Changing or taking a break from a coaching or supplemental position will require the employee to start over at year 1 for the new position.

Resident Educator Mentoring

Mentors shall be provided for the two-year residency program as required by the Ohio Department of Education and ORC. The need for a mentor for each year of the two years shall be determined by the Superintendent and Lead Mentor. Mentors shall be paid as per Article 8.3.

Game Managers

Game managers may be utilized when the AD is unavailable to cover a specific athletic event. Requests for a game manager shall be made in advance and approved by the building principal except in the case of an emergency situation. Compensation shall be $40.00 per day for those events up to three (3) hours. Compensation shall be $60.00 per day for those events longer than three (3) hours. As part of the game manager's duties, he/she shall submit the time sheet for said coverage within thirty (30) days of the season ending.

Supplemental Example: Head FB Coach = $45,112 (B-0) x .15 = $6,767

A. The Treasurer shall pay all supplementals with a check separate from regular payroll checks.

B. The Board shall reimburse coaches for sports medicine clinics, not to exceed $20 per contract year.

8.4 Employees teaching a College Credit Plus per ORC 3365.02 and/or AP course shall be granted three additional days per diem salary. This salary shall be paid as per Article 8.3. In lieu of the three days salary, the employee may elect to utilize the additional three days or any portion thereof as professional leave. This applies to any requirements to maintain status with partner school(s) for dual enrollment.

Any staff member teaching more than three College Credit Plus and/or AP courses shall be entitled to one additional day's salary or professional leave as above for each additional dual enrollment class taught.

There shall be a committee consisting of four (4) members chosen by the Association and four (4) members chosen by the Superintendent. At least one counselor shall be included and/or involved on the committee but shall not be counted in either the Association or Superintendent committee members.

ARTICLE IX – INSURANCE

9.1 There shall be one open enrollment period for both plans from 11/1 to 11/30 each year. Any teacher newly employed will have no more than ten (10) working days to enroll from starting date of employment.

9.2 Each full-time teacher has the option to be enrolled for medical and hospitalization insurance. Those enrolled in the PPO plan will pay $75.00 a month for single coverage or $150.00 a month for family coverage.

Each full-time teacher enrolled in the HDHP/HSA shall pay no monthly premium. The Board agrees to contribute to the employee's HSA account as per the following schedule:

	Family	Single	
Each Year:	$4,000	$2,000	(Deposited Quarterly 1/1, 4/1, 7/1 and 10/1)

Only one policy will be provided per family employed by the District. The family members will inform the Treasurer in writing as to which employee will be covered. The medical and hospitalization insurance plan for eligible teachers will be provided through the plan agreed to by the insurance committee. There is no lifetime benefit maximum.

9.3 Life Insurance: The Board shall provide each full-time teacher with $20,000 group term life insurance coverage at its expense.

9.4 Tax-Sheltered Annuities: In accordance with Section 9.90 and 9.91 of the Ohio Revised Code, the Board shall provide payroll deduction for teachers enrolled in tax-sheltered annuity programs if:

A. The teacher's designated agent broker or company executes a reasonable agreement protecting the district from any liability attendant to procuring the annuity; and

B. The designee is designated by at least five (5) employees. Teachers may enroll for tax-sheltered annuities ten (10) working days after school begins each year. Thereafter, a teacher who has enrolled may change the amount contributed once per school year in the month of January.

Each employee shall have the responsibility to determine that the employee's payroll deduction for tax sheltered annuities does not exceed the maximum amount provided under the Internal Revenue Code and regulations applicable thereto and shall not seek any payroll deduction in excess of that amount. Each employee, upon request of the Treasurer, shall provide to the Board or obtain for the Board, any information which the Board may request to permit it to independently determine the qualified nature of the selected program and the applicable limitations on the amount of deferral. In the event the Treasurer and/or Board are assessed any taxes, charges, penalties or interest as a result of deductions by a member which exceed the IRC maximum limit, those amounts shall be reimbursed by the member to the Treasurer or Board.

9.5 Dental Insurance: The Board shall provide dental insurance to all full-time teachers, paying 100% of the total monthly premium for teachers. Only one policy will be

provided per family employed by the district. The family members will inform the treasurer in writing as to which employee will be covered.

9.6 Vision Insurance: The Board shall provide vision insurance to all full-time teachers, paying a maximum of $10.00 of the total monthly premium for teachers. Only one policy will be provided per family employed by the district. The family members will inform the treasurer in writing as to which employee will be covered.

9.7 The portion of the medical, hospitalization and vision insurance premiums paid by the employee shall be designated the "employee's share," with the portion paid by the Board to be designated as the "Board's share," and the total cost of the "Board's share" and the "employee's share" to be designated as the "total cost of the premiums."

9.8 The Board reserves the right to change carriers or coverage at any time in order to obtain the most cost-effective coverage for the district as long as substantially the same or better coverage overall is provided.

9.9 During the term of this Agreement, a committee of seven (7) employees with three (3) appointed by the Board of Education, two (2) appointed by the Noble Local Support Association and two (2) appointed by the Noble Local Classroom Teachers Association will be jointly formed to gather information and data on the subject of health insurance and make recommendations to the Board.

The Committee will be jointly chaired by a representative of the Associations and a representative of the Board and will be vested with the power to: review health insurance options and providers, investigate problems and concerns with the present providers, request studies and information as necessary to carry out the Committee's purpose; and interview potential health insurance providers in accordance with Board policy. The Committee will report findings and recommendations for any changes to the Board and the Association president.

All representatives on the committee will attend a joint insurance committee training no later than December 31st of any school year in which the membership of the committee changes. The training shall be selected and mutually agreed by the Association and the Board. The Association will contribute matching funds up to One Thousand Dollars ($1,000.00) per year for the Committee to fulfill its purpose.

9.10 All teacher contributions to premium payments will be made by payroll deduction.

9.11 All fringe benefits are in effect only during the time that a teacher is under contract to the Board and nothing is carried over beyond the duration of such contract. However, the payment of insurance premiums and the party responsible for the payment of said premiums when a teacher is on an unpaid leave of absence not covered by FMLA shall be as follows:

A. A teacher who is on an unpaid leave of absence for a catastrophic illness or catastrophic injury shall pay the employee's share of the premiums and the Board shall pay the Board's share of the insurance premiums for not more than ninety (90) workdays. After ninety (90) workdays, the employee shall pay the total cost of the premiums. A determination of whether a teacher has a catastrophic illness or catastrophic injury shall be determined using the method set forth in Article 12.14 – Sick Leave Bank. However, the teacher need not be using sick leave days from the sick leave bank for this provision regarding the payment of insurance premiums to apply. If the teacher recovers from the catastrophic illness or catastrophic injury and requests unpaid leave for a new catastrophic illness or catastrophic injury, a new ninety (90) workday period will start for the new catastrophic illness or catastrophic injury.

B. Employees who take short-term leave without pay (1-20 working days) for any reason while in the midst of a work year will lose Board payment of all fringes during leave time. Thus, said employee will be required to pay for the cost of all fringes for each day that employee is on unpaid leave. Daily cost will be determined by: (1) dividing the total annual cost by 182; (2) dividing the total annual employee share by 182; and (3) subtracting the item (2) calculation from the item (1) calculation. Payment will be through payroll deduction following the date(s) of the leave.

Example:

$ 3,343.40	Monthly cost of insurance X 12 =
$40,120.80	Annual cost of insurance
÷ 182	Contract days
$ 220.44	Daily cost of insurance
$ 189.00	Monthly employee share X 12 =
$ 2,268.00	Annual employee share
÷ 182	Contract days
$ 12.46	Daily employee share
$ 220.44	Daily cost of insurance
(12.46)	Daily employee share
$ 207.98	Net

C. A teacher on an unpaid leave of absence for a non-catastrophic illness or non-catastrophic injury for more than twenty (20) days shall pay the total cost of the premiums while on such leave.

D. Premiums for fringe benefits as mentioned in A. and B. above shall be paid directly to the treasurer of the district thirty (30) days in advance of when the

premium is due. Failure to make advance payment shall result in the teacher being withdrawn from the plans and all Board responsibility will cease at the time of withdrawal.

E. Upon the effective date of retirement or resignation, said teacher may continue insurance coverage by the payment of premiums thirty (30) days in advance for a period not to exceed 120 days.

9.12 If a teacher resigns having completed all of the duties required under his/her contract, Board-paid insurance benefits cease upon the last day of the individual's contract. If a teacher resigns before performing all required duties, Board-paid insurance benefits cease to be effective the last day of actual service.

9.13 Effective with the beginning date of this contract and thereafter, certificated employees who are employed on a regular, part-time basis, will be eligible for only that corresponding amount of Board-paid fringe benefit. That is, if an employee works one half (1/2) time, the Board would pay only one-half (1/2) the amount of premium normally paid for the full-time employees; three-fifths (3/5) time worked equals three-fifths (3/5) Board-paid premium, etc.

9.14 Employees who take short-term leave without pay shall not be docked fringe benefits if said leave is used for educational purposes.

ARTICLE X – OTHER FRINGE BENEFITS

10.1 Reimbursement for Graduate Work

The Board will make available a maximum of Twenty Thousand Dollars ($20,000) per fiscal year for tuition reimbursement granted under this section. Unused money, up to a maximum of $3,000 will be rolled over at the end of the current fiscal year for use in the subsequent fiscal year only.

A. The Board shall reimburse teachers for graduate hours of work earned commencing August 1, 1998 at a rate of One Hundred Dollars ($100) per quarter hour and/or One Hundred Thirty-Five ($135) per semester hour earned, not to exceed a combined total of twelve (12) quarter hours or eight (8) semester hours in any school year (September through August).

B. Verification of course work must be submitted to the Superintendent for approval within thirty (30) days after completion of said course work.

C. Course work must be completed with a grade of B or better if grades are awarded, or completed satisfactorily if no grades are given, and cannot be carried over from one school year into another.

D. Courses taken must be directly related to the area of instruction of the teacher. All reimbursement, and any exceptions to the above, is subject to the approval of the Superintendent prior to enrollment.

10.2 Mileage: Teachers shall be paid the I.R.S. mileage rate for using personal automobile to conduct approved school business or attend approved professional meetings. Prior approval must be granted by the Superintendent or designee. Mileage must be turned in to the Board treasurer within sixty (60) days of actual automobile usage; failure to do so will render mileage claim null and void, and the mileage payment request will be denied.

Exception: Extracurricular travel to be exempt from the 60-day limitation.

ARTICLE XI – SEVERANCE PAY

11.1 The Board shall at the time of teacher's actual STRS retirement, grant severance payment for one-fourth (1/4) of the employee's unused sick leave, not to exceed two hundred forty-five (245) days of unused sick leave (sixty-one and a quarter (61.25) days of severance pay). Only teachers with five (5) or more years of actual full-time service of one hundred twenty (120) days or more in the Noble Local School District shall be eligible for severance pay. Retirement must occur within ninety (90) days of the teacher's last day of actual service.

A teacher retiring in the first year of unreduced eligibility for a service retirement under STRS will be given a severance payment for forty percent (40%) of the employee's unused sick leave, in lieu of the one-quarter (1/4) severance benefit, not to exceed two hundred forty-five (245) days.

11.2 The treasurer of the District shall determine the daily rate of pay by dividing the actual number of workdays in the work year for said teacher into the annual salary of the teacher but shall not include supplemental salaries into the calculation. All twelve-month employees shall have their daily rate determined by using two hundred sixty (260) days as the actual number of days of service.

11.3 The teacher must validate his/her retirement to the Treasurer by presenting a retirement check as evidence of retirement before the Treasurer will be authorized to pay the severance claim.

11.4 If a teacher dies, his/her severance pay shall be paid to the estate.

11.5 Payment of severance pay shall eliminate all unused sick leave credited to a teacher. No teacher may receive more than one (1) payment.

ARTICLE XII – LEAVES OF ABSENCE

12.1 Unpaid Leaves of Absence

A. Leaves of absence may be granted to teachers for personal illness, military service, graduate study, parenting and such other reasons as may be approved by the Superintendent and confirmed by the Board of Education.

B. Upon return from a leave as described above, such teacher will be assigned to the same position, if available, or a similar position for which he/she is certified.

C. The teacher replacing the regular teacher on leave of absence will be given consideration for vacancies in his/her area of certification.

D. A leave of absence shall not be granted for more than one (1) year and may not be renewed.

E. Notification of intent to return from leave of absence shall be made by the teacher no later than March 30 preceding the first day of school of the school year of return. Failure to comply with said notification shall be considered a resignation.

F. The payment of insurance premiums while an employee is on unpaid leave shall be determined and paid in accordance with the provisions set forth in Article IX – Insurance.

12.2 Sick Leave

A. Full-time teachers shall accumulate sick leave at the rate of 1 1/4 days for each month under contract. Sick leave shall not accrue with respect to any time a teacher is on unpaid status.

B. Unused sick leave shall accumulate to a maximum of two hundred forty-five (245) days. Teachers who retire shall be paid for their accrued but unused sick leave in accordance with the severance pay provisions of this Agreement.

C. Part-time teachers shall accrue and may use sick leave proportionate to the time worked.

D. Each newly employed regular full-time teacher shall be advanced five (5) days sick leave to be charged against sick leave earned during the first four (4) months of employment.

E. Teachers may use sick leave for personal illness, pregnancy, injury, or exposure to contagious disease. A signed statement on Board-prescribed forms justifying the need for absence shall be required. Any teacher taking three (3) or more

consecutive sick leave days may be required by the Superintendent or his designee to provide a signed physician's certificate.

F. A teacher may also use sick leave for illness, injury, or death in his/her immediate family. "Immediate family" shall mean spouse, child, grandparents, grandchild, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, father, mother, a legal guardian, other persons living in the immediate household, other persons who stand in place of a parent (in loco parentis) or other persons approved by the superintendent.

G. When a teacher is incapacitated and is unable to report to work, he/she shall notify by telephone or other means of communication, his/her building principal or designee as soon as possible on the first day of absence, preferably not later than 6:30 a.m.. If such notification is not made, the absence may be charged, upon the recommendation of a principal, to leave without pay. Subsequent notification beyond the first day of absence shall be governed by the nature of the circumstances, always maintaining the 6:30 a.m. guideline mentioned above.

H. When a teacher is involved in any accident on school property, it must be reported in writing to the building principal or Superintendent on the date of the accident or the following day, if at all possible.

I. Teachers failing to comply with sick leave rules and regulations will not be paid.

J. The charging of any leave except sick leave against the sick leave provisions is prohibited.

K. Falsification of sick leave statement shall be grounds for disciplinary action, including dismissal.

L. When a teacher knows that an absence shall be for an extended period, he/she shall notify the principal.

M. One (1) day per school year may be used for death outside the immediate family and charged to sick leave.

12.3 Pregnancy Leave

A pregnancy leave may be granted without pay. Sick leave benefits will be paid, FMLA leave shall be provided or pregnancy leave granted only during the actual period of physical disability as determined by the attending physician in a written statement to the treasurer. Pregnancy leave shall not constitute a break in service for the purpose of calculating seniority but shall not be counted in the calculation of service for placement on the salary schedule.

12.4 Adoption Leave

A bargaining unit member who adopts a child may take paid leave for a period not to exceed fifteen (15) workdays. Absence for adoption leave will be deducted from available sick leave or available FMLA leave. If the bargaining unit member has no sick leave available, the adoption leave will not be paid, and unpaid FMLA leave will be used. Adoption leave shall not constitute a break in service for the purpose of calculating seniority and shall not be counted in the calculation of service for placement on the salary schedule.

12.5 Family and Medical Leave

A. In addition to any and all leave provided herein, and in accordance with the Family and Medical Leave Act of 1993, bargaining unit members shall be annually entitled to a maximum of twelve (12) weeks of unpaid leave for the following reasons:

1. to care for a newborn son or daughter;
2. for a placement of a son or daughter with the bargaining unit member for adoption or foster care;
3. to care for a seriously ill spouse, child or parent; or
4. because of their own serious health condition.

B. Bargaining unit members must give the Board at least a thirty (30) days' notice, or as much notice as is practicable in foreseeable situations.

C. Bargaining unit members will not be required to use their accumulated paid leave prior to using the twelve (12) weeks of unpaid leave.

D. Medical certification may be required to substantiate leave for reason number four (4) stated above with the Board having the option of requiring second and third opinions. Medical Certification shall include the following:

1. the date the condition began;
2. the probable duration of the condition;
3. appropriate medical facts regarding the condition and the necessity for the leave; and
4. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.

E. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements have been satisfied.

When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Board may temporarily transfer the

bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.

F. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

12.6 Personal Leave

A. Qualification: Personal leave is not qualified by any intent or purpose, except as set forth in (c) below.

B. Authorization: Each teacher shall be authorized three (3) days of personal leave each school year. Any teacher employed after the beginning of the school year shall receive a prorated amount of personal leave for the initial school year.

An applicant for personal leave is required to use the electronic absence management system provided by the Board. Such application shall be submitted to the building principal or immediate supervisor as far in advance as possible.

C. Restrictions: Personal leave shall not be used as a means of making any additional income by being paid by another employer.

No more than ten percent (10%) of the staff shall be on personal leave at one time. This will be determined on a seniority basis.

Personal leave shall not be available for use on any extended service day.

D. Personal leave may be granted under the present policy on the day immediately preceding the Noble County "fair days" school vacation. Such leave may be granted to teachers who are directly involved with the Noble County Fair to such extent that it is highly desirable that said teacher be present at the fair during school time for the purpose of promoting and maintaining the normal activities of the fair. Such a request will be made electronically prior to the date the leave is requested. Such request must be accompanied by a statement signed by the fair board president signifying the nature of the employee's involvement and requesting the teacher's presence at the fair.

E. Personal leave shall not be used in place of sick leave.

F. Falsification of a personal leave request or misuse of personal leave shall be grounds for disciplinary action, including dismissal.

12.7 Military Leave

A. Any regular teacher who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. (Ohio Revised Code Section 3319.14).

B. A teacher returning from military service will be returned to a position comparable to that held before leave and given full credit on the salary schedule for such service, not to exceed five (5) years.

12.8 Absence for reasons other than sick leave: Only the Superintendent may arrange for a teacher to be absent from his/her job for any reason other than those permitted under sick leave or personal leave.

A. Such requests must be presented in writing at least three (3) days in advance unless there is an emergency to allow sufficient time to obtain a suitable substitute.

B. Such absence will not be deducted from sick leave.

C. In each case, the Superintendent shall select one of the following options with regard to salary:

1. Loss of pay
2. No loss of pay

D. Unpaid day(s) may be permitted in accordance with Section 12.1 of the contract.

E. The decision of the Superintendent in the above shall be final.

12.9 Civil Leave

A bargaining unit member who is subpoenaed as a witness in a civil or criminal matter, or by a government agency such as or equivalent to the State Employment Relations Board, in which the employee is not a party, which arises out of the employee's performance of his/her duties, shall be granted paid leave for that period of time that he/she is unable to report to work. In addition, a bargaining unit member who is called and serves on a jury shall be granted paid leave for that period of time that he/she is unable to report to work. Notification shall be made in advance, but not less than 24 hours, when possible.

An employee who is absent in response to jury duty or a civil or criminal subpoena as set forth above shall have deducted from his/her salary the amount of any witness fee or other compensation. A certificate signed by the employee and stating the amount of such fee or other compensation, if any, must be submitted by the employee to the treasurer.

12.10 Professional Leave

A. Policy, definition, intent, and purpose: Professional leave is defined as time away from school for the purpose of participating in meetings or conferences or school activities of which the intent and purpose will be to have a direct positive effect on the educational activity of the teacher and the school programs to which said teacher is assigned.

B. Authorization: An applicant for professional leave is required to be filed electronically by the Board. Such application shall be submitted at least seven (7) working days in advance of the day for which the leave is requested.

Approval may be granted only by the Superintendent or Superintendent's designee who will use as criteria for approval 1) the nature of the request, 2) the availability of funds, and 3) the intended effect on the educational activity. The decision of the Superintendent shall be final.

C. Restrictions: Professional leave shall not immediately precede or immediately follow a regularly scheduled school vacation. No more than ten percent (10%) of the staff shall be on professional leave at any one time. If necessary, this will be determined on a seniority basis.

D. Falsification: Falsification of a professional leave request, or misuse of professional leave, shall be grounds for disciplinary action, including dismissal.

12.11 Resignations

A. Mid-Term Resignations

1. It is not mandatory that the Superintendent and Board honor a mid-term resignation.

2. A mid-term resignation may be honored providing the result of such resignation is not detrimental to the students affected by such action.

B. End-of-Year Resignations

1. To ensure educational planning, to facilitate a smooth change in personnel, and to continue curriculum development, a teacher deciding to resign should inform the Superintendent of his/her decision as soon as possible, and preferably before the end of the school year.

2. A teacher may terminate his/her contract with the Board at the close of any school year on or before July 10.

3. The Board will not honor resignations after July 10 until a suitable replacement is employed.

C. Issuance of Contracts: Contracts shall be issued on or before May 15 each year. Each teacher shall sign and return his/her contract within ten (10) calendar days after receipt thereof. If a teacher fails to sign and return the contract, the Superintendent shall notify him/her that he/she has five (5) calendar days to do so. Failure to do so may be deemed an automatic resignation.

12.12 Attendance Bonus

A. Regular full-time employees who are not absent for any days per school year for sick leave, personal leave or dock days in said work year shall receive a bonus of $500. Employees who are absent for one (1) day shall be entitled to a bonus of $300. Employees who are absent for two (2) days shall be entitled to a bonus of $150. Payment shall be made by September 1 for the year July 1 – June 30. Regular full-time employees who are employed by the District after the first day of the School Year and are otherwise eligible for an attendance bonus, shall receive a prorated attendance bonus for their initial year of employment. The attendance bonus shall be re-evaluated by the Board at the end of the contract that expires on July 31, 2029. If the Board determines the increase was effective, the attendance bonus will remain in effect. However, if the Board determines that the Bonus was not effective, the bonus will no longer be available.

B. Full-time teachers at the end of each contract year, will receive the per diem rate for each unused personal day with the option of rolling over one (1) unused day per year up to a maximum of five (5) days accumulated personal leave by notifying the treasurer by the final teacher workday of the year. The increase of the attendance bonus from a 2/3 per diem rate to a full per-diem rate shall be re-evaluated by the Board at the end of the contract that expires on July 31, 2029. If the Board determines the increase was effective, the new per diem attendance bonus will remain in effect. However, if the Board determines that the Bonus was not effective, the original 2/3 amount shall be re-instated.

C. Employee may convert any unused personal days in lieu of payment that are not rolled over to personal leave to sick leave up to the maximum set forth in Article 12.2 – Sick Leave.

12.13 Assault Leave

A. A teacher who is required to be absent due to disability resulting from an assault related to the performance of the teacher's duties shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted for not to exceed thirty (30) days upon delivering to the treasurer a signed statement prescribed by the Board of Education and maintained by the treasurer. Such statement will indicate the nature of the injury, the date of the occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the willingness of the teacher to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

B. Full payment for assault leave, less worker's compensation and any other Board-provided financial remuneration, shall not exceed the teacher's per diem rate of pay and will not be approved for payment unless and until the statement and certificate, as provided above, is supplied to the treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.16.

C. Where the teacher exhausts the assault leave, he/she may use sick leave. If sick leave and the assault leave provided herein become exhausted, the teacher may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted member becomes eligible for benefits under the State Teachers Retirement System because of any disability or because of age, or where the teacher's employment by this district ceases, this leave provision shall no longer apply.

12.14 Sick Leave Bank

If an employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness, or catastrophic injury of the bargaining unit member or bargaining unit member's spouse, children, or parents as determined by the individual's physician, and additional days are still needed, then he/she may request through the Association that additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish an internal policy to administer such a transfer. The Association shall notify the treasurer of the Board, in writing, of the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by the bargaining unit member involved authorizing the Board treasurer to transfer the days. These additional limitations will apply to this paragraph:

A. It cannot be used if the bargaining unit member has applied for disability retirement;

B. No more days can be given than needed by the bargaining unit member to serve out the regular school year, only that school year;

C. The bargaining unit member must exhaust his/her own sick leave days;

D. The bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated sick days;

E. A bargaining unit member's donation of sick leave to another bargaining unit member shall not count as use of sick leave for the purposes of calculating the non-use incentive payment;

F. The total number of transferred days a bargaining unit member can use is forty (40) in one school year;

G. The Association will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the Association's administration of the sick leave transfer days;

H. The Sick Leave Bank Committee shall consist of the NLCTA president, two (2) members appointed by the NLCTA, the Superintendent, and two (2) persons appointed by the Superintendent. All decisions of the Sick Leave Bank Committee require a majority vote. All decisions are final and not grievable.

ARTICLE XIII – TEACHER LOAD AND ASSIGNMENT

13.1 When regular teachers of special subjects are assigned to instruct a total classroom unit in physical education, art, and music, the regular classroom teacher shall not be required to remain in the classroom unless the classroom teacher's presence will serve the continuity of instruction. The necessity for the teacher remaining will be determined by the building principal.

13.2 If the administration requests a teacher to substitute during his/her planning time, the teacher shall be paid $30.00 for each class period covered.

13.3 Teacher participation in extracurricular activities after the regular school day for which no additional compensation is paid shall be voluntary. Nonparticipation in such activities shall not be a valid item for teacher evaluation purposes.

13.4 Regular monthly faculty meetings called by the principal shall be scheduled at the beginning of the school year. Such meeting shall be cancelled or rescheduled if necessary. When held in the afternoon, said meetings shall commence as soon as possible following student dismissal time and shall be completed within one-half (1/2) hour, if possible. Other urgent meetings may be called. Routine administrative and Association announcements should be reduced to writing and distributed to all teachers

instead of being part of the meeting agenda. All teachers shall attend faculty meetings unless excused by the building principal.

13.5 All regular teachers shall be assigned within their area(s) of certification and every effort will be made to assign substitutes within their areas of certification.

13.7 After the open enrollment period ends, new open enrollment students shall only be accepted in classes that are 25 students or less. A teacher whose class size would increase shall have the opportunity to discuss potential issues with the Superintendent. Final decision shall be at the discretion of the Superintendent.

13.8 Transfers and Assignment

A. Posting

All vacancies in positions within the bargaining unit shall be posted in each school for five (5) workdays. Notification of vacancies during the summer months will be completed by email and district all-call unless otherwise requested. Vacancies which occur after the first paycheck in August will also be posted in the Superintendent's office. The Association President shall receive a copy of all postings for vacancies for bargaining unit positions at the time of their posting. Teachers applying for vacancies shall have the opportunity to meet with the building principal to discuss the vacancy. A vacancy shall exist whenever a teacher permanently leaves the employ of the District because of resignation, retirement, death, non-renewal or termination. The Superintendent shall determine when and whether a vacancy shall be filled. Vacancies and newly created positions which the Superintendent determines must be filled immediately due to unusual circumstances shall be posted for three (3) workdays. Vacancies created by filling positions in accordance with this section need not be posted; however, members of the bargaining unit shall be afforded due consideration for said vacancies upon application. Vacancies created by filling positions in accordance with this section shall not exceed three (3) if the vacancy occurs after August 1 of the new school year. A fourth vacancy resulting will be filled for the duration of the school year by a long term substitute and posted for the succeeding school year. Qualified bargaining unit members who apply for a vacancy will be interviewed. The notice shall specify the last day for application. The Superintendent shall retain the sole authority to assign and transfer pursuant to Section 3319.01 and 3319.173 of the Ohio Revised Code.

B. Change in Assignment

Teachers requesting a change in grade level, subject area, or building shall notify the Superintendent in writing by March 30. If requested, a teacher desiring a change of assignment may meet with the building principal or principals involved and the Superintendent to discuss the request.

C. Reassignment/Reduction in Enrollment

When reassignment is necessitated by reduction in enrollment or sign-ups, teachers in the grade level or department may discuss the transfer with the building principal. If a voluntary reassignment cannot be made, the Superintendent shall exercise his authority to reassign under Section 3319.01 and 3319.173 of the Ohio Revised Code.

D. Involuntary Transfer and Assignment

The Superintendent or principal shall notify a teacher who is to be involuntarily transferred or assigned in any grade or subject area in writing of the reasons for the action. The teacher shall have the opportunity to discuss the reasons in a personal conference with the Superintendent or principal. Teachers involuntarily transferred or reassigned may request a further change in assignment in accordance with (b) above. The Superintendent shall retain the sole authority to assign and transfer teachers in accordance with Section 3319.01 and 3319.173 of the Ohio Revised Code and the reasons for such action shall not be grievable or arbitrable.

E. Notification of Transfer

Whenever possible, teachers shall be notified of transfers/reassignments by August 1st. Any teacher involuntarily transferred after August 15th for the upcoming school year shall be paid one (1) additional day of classroom preparation at their daily rate of pay.

F. When determining best interests of the student pursuant to RC 3319.173, the Superintendent shall consider relevant educational factors, which include but are not limited to the following with no single factor being determinative:

1. Student learning needs and instructional continuity.
2. Programmatic requirements and course offerings.
3. Enrollment changes or scheduling needs.
4. Teacher licensure, certification, endorsements, and subject-area expertise.
5. Specialized training or experience relevant to the assignment.
6. Student services and supports.
7. Teacher holds Current appropriate licensure or certification.
8. Equitable access to qualified educators.

ARTICLE XIV – INCLUSION

14.1 Individualized Education Program (IEP) Team

The special education supervisor will try to schedule IEP meetings so that teachers whose duties would be impacted by the IEP will have the opportunity to participate. The teacher can also request a meeting with the special education supervisor to review the IEP and/or the placement of the student. If a teacher believes that a student's placement is inappropriate, the IEP team will be reconvened to discuss the placement and to reach a resolution.

14.2 Training/Staff Development

The district shall offer training and/or staff development programs for those teachers involved with inclusion to enable the teacher to implement the IEP.

14.3 Class Size

Students with disabilities as identified by their IEP, shall count as two (2) pupils for the determination of class size as deemed appropriate by the IEP team.

14.4 Specialized Health Care Procedures

Teachers shall not be required to perform medical procedures.

14.5 Support Services

Support services as identified in the IEP will be provided.

ARTICLE XV – GRIEVANCE PROCEDURE

15.1 Definitions

A. A grievance is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. If a grievance arises, there shall be no strike or any other work action, for it is intended that the complaint shall be processed under this procedure.

B. A grievant shall mean a teacher, group of teachers within the bargaining unit, or the Association itself who alleges that some violation, misinterpretation, or misapplication of the Agreement has actually occurred.

C. The number of days indicated at each level shall be considered the maximum. The administration's failure to adhere to time limits shall result in the automatic advancement to the next level of this procedure. A grievant's failure to appeal a

grievance to the next step within the time limits shall result in acceptance of the decision at the previous level.

D. Employee(s) required to appear at an arbitration hearing occurring during the regular workday will be given release time without loss of pay.

15.2 General Provisions

A. This procedure shall be the sole and exclusive mechanism for resolving grievances.

B. The grievant shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions.

C. Copies of the documents pertaining to a grievance which have been filed shall be placed only in confidential files of the Superintendent and the president of the Association. The Superintendent shall make the documents available only to the members of the Board or release them by court decision.

D. No grievant may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this procedure.

E. No grievant shall be denied the right to legal advice and/or counsel in any of the formal levels of the procedure, but may have a full-time employee accompany him/her as a witness at Level One.

F. A grievance may be withdrawn at any level without prejudice or record, but the grievance may not be refiled.

G. The administration shall notify the Association in advance of any meeting or hearing held for the purposes of adjusting a grievance at any level.

15.3 Level One – Informal

Any teacher with a problem must have privately discussed this problem first with his/her immediate supervisor before a written grievance may be filed. The teacher shall present the grievance within twenty (20) days of the occurrence on which the grievance is based, or the grievance shall be considered waived.

15.4 Level Two – Formal

A. If the informal discussion does not resolve the grievance to the satisfaction of the teacher, such teacher shall have the right to lodge a written grievance with the teacher's building principal, or immediate supervisor. The grievance shall be

presented within five (5) days following the discussion at Level One or the grievance shall be considered waived.

B. The written grievance shall be submitted on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of the written agreement allegedly violated, misinterpreted or misapplied and the relief sought. A copy of such grievance shall be filed with the Superintendent. The grievant shall have a right to request a hearing before the building principal or immediate supervisor. Such hearing shall be conducted within five (5) days after the receipt of such request. The grievant shall be advised in writing of the time, place, and date of such hearing.

C. The building principal shall take action on the written grievance within five (5) days after the receipt of said grievance, or if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Superintendent, and the president of the Association.

15.5 Level Three – Formal

A. If the action taken by the building principal or immediate supervisor does not resolve the grievance to the satisfaction of the grievant, he/she may appeal in writing to the Superintendent. Failure to file such appeal within five (5) days from receipt of the written notice of the principal's or supervisor's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after receipt of the request. The grievant and the president of the Association shall be advised, in writing, of the time, place, and date of such hearing.

B. The Superintendent shall take action on the appeal of the grievance within five (5) days after receipt of the appeal, or if a hearing is requested, five (5) days after the conclusion of such hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the building principal, or supervisor, the treasurer of the Board of Education and the president of the Association.

15.6 Level Four – Formal

A. If the grievant is not satisfied with the disposition at Level Three, he/she may request the issue be submitted to the Board grievance committee within five (5) days after receipt of the written notice of the action taken by the Superintendent. Failure to file such appeal within five (5) days from receipt of the written notice of the Superintendent's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Board committee within five (5) days after the receipt of the request. The grievant and

the president of the Association shall be advised, in writing, of the time, place, and date of such hearing.

B. The Board committee shall take action on the appeal of the grievance within five (5) days after receipt of the appeal, or if a hearing is requested, five (5) days after the conclusion of such hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the building principal or supervisor, the Superintendent, and the president of the Association.

15.7 Level Five – Formal

A. Within five (5) days after receipt of the written notice of the action taken by the Board grievance committee, if the grievant is not satisfied with the disposition at Level Four, he/she may make a written request to the Association that the grievance be submitted to arbitration. The Association, if it so desires, shall notify the Superintendent in writing within ten (10) days of receipt of the request of the grievant for arbitration that the Association will appeal the decision to arbitration.

B. The parties will jointly request a list of arbitrators from the American Arbitration Association (AAA). The selection of the arbitrator and the hearing shall be conducted in accordance with the rules and regulations of the AAA except that either party may request and shall receive a second list of arbitrators.

C. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective bargaining contract, nor add to, detract from, or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

D. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law and rules and regulations having the force and effect of law.

E. The arbitrator shall submit his/her decision to the grievant, the Board grievance committee, the Superintendent, the treasurer of the Board of Education, and the president of the Association. His/her decision shall be binding upon the parties. The arbitrator's decision shall be submitted within thirty (30) days of the hearing unless otherwise agreed by the parties. Cost of the arbitrator's services shall be shared equally by the parties.

ARTICLE XVI – PERSONNEL FILES

16.1 An official personnel file shall be maintained in the Superintendent's office for each teacher.

16.2 Official personnel files shall be confidential to the extent permitted by law. Should any individual not employed by the school district request to review the personnel file of a district employee, then the following procedure shall apply prior to the release of such records:

A. The employee shall be notified in writing that the file has been reviewed. If copies were distributed, a second copy shall be made available to the employee if requested.

B. The Superintendent/Treasurer/designee shall be present when such file is released for review.

16.3 No anonymous complaint critical of a teacher shall be included in the file.

16.4 If a teacher disputes the accuracy, relevance, timeliness, or completeness of information in his/her personnel file, he/she shall request the principal to conduct an investigation in accordance with Section 1347.09 of the Ohio Revised Code. Any claim under this Article shall be processed solely in accordance with Section 1347.09 and any other available legal remedy. Article XV of this Contract shall not apply to this Article.

16.5 If the teacher is not satisfied with the administration's determination of his or her claim submitted in accordance with 16.4, the teacher may include in the file a brief statement setting forth his/her position on the disputed information.

16.6 The employee may request and shall be allowed to review his/her file immediately upon request if staff is available. Upon request a teacher will receive a reproduction of any item in his/her file.

ARTICLE XVII – FAIR DISMISSAL/JUST CAUSE

17.1 A full written record of evaluation of a teacher's professional services shall be maintained in accordance with the Evaluation Procedure prior to any action of nonrenewal. The building principal shall make copies of such information available to the teacher.

17.2 The building principal shall give the teacher his written recommendation for the renewal or nonrenewal of the teacher's contract prior to Board action. If the evaluator's recommendation is nonrenewal, the evaluator shall give the teacher written reasons for such recommendation no later than May 10. A teacher so affected shall be granted a hearing before the Board within ten (10) days of a written request. The Board shall not

take action to non-renew prior to such requested hearing. The Board shall give the teacher written notice of nonrenewal on or before June 1. Such notice may be given either in person or by mailing a certified letter to the teacher's most recent address on record in the treasurer's office.

17.3 Beginning with the third teaching contract, the Board shall non-renew a teacher's contract for just cause and unsatisfactory performance as specified in written evaluations. As used in this Article, "just cause" means a cause which must be based on reasonable grounds, and there must be a fair and honest cause or reason, regulated by good faith.

17.4 The provisions of this Article shall supersede any conflicting provisions of state law, including but not limited to ORC 3319.11, 3319.111, and 3319.112. A first-year or a second-year teacher shall only receive those rights as provided by law. Any challenge to the Board's action non-renewing a contract shall be by a grievance filed within twenty (20) days of the teacher's receipt of notice of the action and shall be filed at Level Five of the grievance procedure. Filing a grievance shall be the exclusive means of challenging a nonrenewal action.

ARTICLE XVIII – SEQUENCE OF TEACHERS' LIMITED CONTRACT

18.1 All teachers who do not qualify for continuing contract shall, when employed and if reemployed, receive contracts in the following sequence:

	Duration of Contract
1st Contract	1 year
2nd Contract	1 year
3rd Contract	1 year
4th Contract and each contract thereafter	3 years

This contract sequence shall not apply to supplemental and extended service contracts.

18.2 The Board may reemploy a teacher on a limited contract for fewer years than set forth in this provision if the Board or administration determines that a teacher's performance is not satisfactory as set forth in a written evaluation in a teacher's file which specifies the deficiencies. If the Board reemploys the teacher at the end of this probationary contract, it shall be for the number of years otherwise indicated in this Article.

18.3 All teachers who qualify for continuing contract status as provided in Section 3319.11 of the Ohio Revised Code shall apply in accordance with the following procedure:

A. The teacher will first notify the Superintendent of his/her eligibility for a continuing contract on or before January 1 of the school year in which the limited contract is expiring, or the school year he/she wishes to be considered for

continuing contract. Such contract shall become effective at the beginning of the next school year.

B. A teacher who notifies the Superintendent of his/her intention to obtain continuing contract status and who completes all requirements in this section shall be considered for continuing contract. Nothing contained herein shall limit any rights or benefits provided by Ohio Revised Code 3319.11, 3319.08, or any other related provision.

18.4 Criminal Background Check

The Board shall reimburse, up to Twenty Dollars ($20.00), any bargaining unit member for the cost of the criminal background check necessary to apply for new and renewed licenses and permits. Such background checks will be done in accordance with the Ohio Revised Code.

ARTICLE XIX – REDUCTION IN FORCE

19.1 A Reduction in Force shall be defined as the reduction of or the elimination of a position in the bargaining unit.

19.2 If a current bargaining unit member resigns or retires, the Board may elect not to replace that bargaining unit member if the elimination of the position does not impede the educational programs of the school district as determined by the Superintendent and Board of Education.

19.3 The board may implement a reduction in force following territorial changes that affect the district, decreased enrollment, return to duty of regular teachers after leaves of absence, or for financial reasons. To the extent possible, the number of bargaining unit members affected by a reduction in force will be minimized by not employing replacements for bargaining unit members who retire or resign. It is recognized that attrition alone may not be sufficient to accomplish necessary reductions.

19.4 Having made a determination that such reduction is to be recommended to the Board for the above reasons, the superintendent shall inform the Association of the decision at least twenty-eight (28) calendar days prior to the Board meeting at which action shall be taken on the reduction. The notification shall include the reason(s) for the RIF; the position(s) to be reduced or eliminated; the proposed date of the Board's action to implement the RIF; and the proposed effective date of the RIF. The Superintendent and Association shall meet and review the reasons for the proposed Reduction in Force, its impact, and any other related subjects if requested by the Association, within ten (10) days of the receipt of the notification. Within five (5) days of the request by the Association, a meeting shall be set between the Superintendent and the Association's representatives unless such a date is mutually extended.

19.5 The Association shall be given a reduction in force list which includes all teachers in each area of certification affected by the RIF. Within each such affected area, all teachers shall be listed in the order of district seniority.

19.6 A. In making any reduction in force, the board shall proceed to suspend contracts in accordance with the recommendation of the superintendent, who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations, as defined below.

B. A teacher whose contract is to be or has been suspended may displace a teacher in an area unaffected by a RIF. Teachers must exercise displacement rights within seven (7) calendar days of notification of their right to do so.

C. On a case-by-case basis, a lieu of suspending a contract in whole, a board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

D. Any bargaining unit member whose contract is to be suspended for the purposes of reduction in force will be so notified in writing at least fourteen (14) calendar days prior to the Board meeting at which action is to be taken. Such written notice will include the proposed time schedule and the stated reasons for the proposed action.

E. No transfer, reassignment, or reclassification shall be made during a period of RIF which would permit the employment of a non-bargaining unit member and prevent the recall of a teacher on layoff status.

F. Work previously performed by a teacher whose contract has been suspended by an implementation of a Reduction In Force shall not be subcontracted.

G. While on layoff, a teacher will have the option to remain an active participant in fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits in accordance with COBRA rules and regulations.

19.7 <u>Definitions</u>

A. Area of certification or licensure means any teaching fields and/or subjects for which a teacher is certified.

B. Affected area or affected teaching field means an area of certification or licensure in which a reduction in force is to be made.

C. Comparable evaluations shall be as defined in Article XXI.

19.8 Recall

Teachers selected for suspension of contract shall immediately be placed on a Recall List for a period of twenty-four (24) months from the effective date of the RIF. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. A teacher whose name appears on the recall list shall be restored (recalled) if and when a position becomes available for which he or she is certified or licensed. Notice of recall shall be given by telephone and registered mail to the last telephone number and last address given by the teacher to the Board. It shall be the responsibility of the teacher to keep the Board advised in writing of a telephone number and mailing address at which he or she can be reached. The rights herein granted to a teacher shall be forfeited by the teacher should he or she (1) waive his or her recall rights in writing; (2) resign; (3) fail to accept recall within five (5) days of mailing registered mail, as provided for herein, except a teacher may refuse a recall offer one time until the beginning of the next fiscal year if already under contract in another district only; or (4) fail to report to work in a position that he or she has accepted within five (5) school days after receipt of the notice of recall.

The teachers whose continuing contracts are suspended by the board shall have the right of restoration to continuing service status by the board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this section shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district.

19.9 Seniority List

A seniority list shall be given to the Association president not later than October 5 of each year. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified/licensed.

ARTICLE XX – TEACHER RIGHTS

20.1 Reprimand of Staff

No teacher will be disciplined or confronted in the presence of another bargaining unit member, a non-certified employee, a student, or parent. If an administrator intends to take disciplinary action against a teacher, the teacher will be informed ahead of time that he/she has the option of bringing an Association representative.

20.2 Complaints Against Teachers

A. Normally, teachers will be notified of any complaints against them. However, if the administrator determines in his/her discretion that the complaint is frivolous and that no record of the complaint will be made or adverse action will be taken against the teacher, then the teacher need not be notified. Teachers shall have the right to respond in writing to any negative information about them that is placed in their personnel files.

B. Whenever a complaint is brought to the Administration or Board of Education concerning an Association Member, when the Administration is considering action to remediate the complaint, the Association Member will be provided a meeting with, the complainant, Principal and/or Athletic Director as applicable, to discuss possible solutions. The member is allowed to have an Association representative present.

20.3 Planning/Preparation Periods

A. Each fulltime classroom teacher on the A/B block schedule shall be provided 200 minutes per week, but not less than forty (40) consecutive minutes for instructional planning, and evaluation and conferences.

B. Each fulltime classroom teacher on a traditional schedule shall receive at least one (1) planning period per day of not less than 40 consecutive minutes.

C. Such planning time shall occur within the agreed workday.

ARTICLE XXI – EVALUATION

21.1 Purpose

A. To improve instruction

B. To help the member to achieve greater effectiveness in performing assigned duties.

C. To provide a written record of a member's performance to be used:

1. As evidence of a member's performance.

2. In advancement of position and awarding of continued employment.

3. As reference material for recommendation to other systems.

4. To serve as a written documentation in cases of nonrenewal, termination or discipline, or reductions in force.

D. Evaluations shall be conducted in accordance with Board policy, in effect as of September 17, 2020, and the procedures set forth below. This procedure shall be applied to all those bargaining unit members required to be evaluated per ORC and Board Policy utilizing OTES or OSCES.

21.2 Open Appraisal

A. All monitoring or formal planned observation of work performances of a member shall be conducted openly. All formal planned observations and evaluations shall be performed by an ODE credentialed evaluator. It is the intent that district evaluators shall be utilized except in extenuating circumstances. The teacher shall be notified if an administrator is in a classroom to observe a student.

B. All members, during the first month of school, shall be thoroughly advised by the immediate supervisor as to the evaluative procedure to be used, and the evaluative instrument will be shown and explained. The member upon request will be given a copy of the Ohio Teacher Evaluation System, OTES 2.0 or OSCES which are the current instruments as of March 24, 2023.

21.3 Fair Consideration of Work Effort

A. Members shall be evaluated on their classroom performance only after a formal planned observation of not less than thirty (30) minutes.

B. All formal planned observations shall be preceded at least five (5) work days with a pre-conference and followed within five (5) work days by a post conference between the Supervisor and the member in order for questions arising from the observations to be discussed. Pre and post-observation conferences may be conducted virtually if agreed upon by the member and evaluator.

C. All evaluations shall be in writing.

D. All evaluations shall acknowledge strengths as well as weaknesses.

E. All final holistic evaluations shall be signed by both the evaluator and by the person evaluated and kept on file. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been inspected by the member.

F. The person evaluated shall be given the opportunity to rebut the evaluation in writing. Any written rebuttal must be provided within ten (10) teacher workdays of receiving the evaluation.

21.4 Process

A. Effectiveness rating shall be based on the final summative evaluation.

B. Only the final rating shall be entered into Ohio ES, subject to changes in the law regarding Ohio ES.

C. Formal planned observations are planned in advance. Walk-throughs may be unannounced.

D. When determining comparable evaluations, the administration shall consider the average of four (4) years of holistic evaluations. Holistic evaluations shall be awarded points as follows:

Accomplished = 4 points
Skilled = 3 points
Developing = 2 points
Ineffective = 1 point

Those teachers with averages within one (1) point shall be considered comparable.

E. Until four (4) years of applicable data is available, all teachers are considered comparable.

21.5 Frequency of Evaluations

The frequency of evaluations and formal scheduled observations shall be consistent with Ohio Revised Code 3319.11, 3319.111, and 3319.112 as set forth below.

A. The board may evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section once every three school years, 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.

B. The board may evaluate each teacher who received a rating of skilled on the teacher's most recent evaluation conducted under this section once every two years, 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.

C. In any year that a teacher is not formally evaluated as a result of receiving a rating of accomplished or skilled on the teacher's most recent evaluation, an individual

qualified to evaluate a teacher shall conduct at least one observation of the teacher and hold at least one conference with the teacher. The conference shall include a discussion of progress on the teacher's professional growth plan.

D. The board may elect not to conduct an evaluation of a teacher who meets one of the following requirements:

1. The teacher was on leave from the school district for fifty per cent or more of the school year, as calculated by the board.

2. The teacher has submitted notice of retirement, and that notice has been accepted by the board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

3. A teacher who is participating in the teacher residency program established under RC 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.

4. Teacher on other assignment.

E. At least three formal observations shall be required of each teacher who is under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under RC 3319.11.

F. Before the Board initiates a contract termination or non-renewal for unsatisfactory teaching performance, the teacher will have been observed in a classroom setting or equivalent setting a minimum of three (3) times in three(3) different months with at least three (3) weeks between observations.

G. The individual teacher and the evaluator mutually may agree upon additional observations.

H. All formal scheduled observations shall be completed by the following dates: first observation complete by the final day of the first semester and all other formal planned observations completed by May 1.

I. At least two (2) required walk-throughs may be unannounced, shall be focused based on growth or improvement plan and be no less than 5 minutes but no more than 15 minutes in length. There be no more than three (3) walkthroughs per formal observation and all walkthroughs shall be documented.

21.6 A. Method of Appraisal and/or Evaluation:

1. A full written record of evaluation of a teacher's professional services shall be maintained in accordance with the Evaluation Procedure.

2. The program of professional staff appraisal and/or evaluation consists of observations of the teacher's performance of assigned teaching duties, exclusive of supplemental contract responsibilities. Such appraisals and/or observations must be written and shared with the teacher before they may be utilized.

B. Report of Observations:

1. A teacher, by signing copies of the written formal observation, acknowledges only that the teacher has read and received a copy of the written formal observation.

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

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

C. Teacher Rights and Obligations to Demonstrate Improvement:

1. After reading and discussing the written appraisal or evaluation with the appraiser or evaluator, the teacher will be given specific and detailed suggestions and recommendations regarding means to improve performance and offered specific assistance to obtain such improvement. It shall be the joint responsibility of the teacher and principal to develop a written plan to overcome any reported deficiencies. At the teacher's request, an Association representative of his/her choice shall be offered the opportunity to participate in the development of this plan. The principal may request consultation assistance from another member(s) of the administration in the development or implementation of the written plan.

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

3. The teacher will be offered the assistance specified in the written plan and will be afforded a reasonable period of time, not less than nine (9) weeks, to correct the specified deficiencies. Goals for improvement shall be limited to not more than three (3). If an individual fails to correct the specified deficiencies, the individual shall be notified in writing of the failure.

4. If, after the implementation of such written plan on two (2) separate observations, the teacher has not achieved the desired goal of demonstrated improvement, then the principal may recommend to the Superintendent termination or non-renewal of contract of unsatisfactory teaching performance.

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

21.7 Evaluation Committee

An evaluation Committee shall be established consisting of three (3) members from the Noble Local Classroom Teachers Association, appointed by the NLCTA President, and three (3) members appointed by the Superintendent. The Committee will be jointly chaired by a representative of the NLCTA and a representative of the Board. The Committee shall meet quarterly to address issues that arise regarding the evaluation procedures, unless the Chairs decide that the meeting is not needed. The Committee shall report findings and recommendations for any changes to the Superintendent and Association President.

21.8 Evaluation of Non-OTES/OSCES certified/licensed staff

A. Except when not applicable, all procedures of Article XXI shall apply to non-OTES/OSCES staff evaluation.

B. Teachers affected shall be entered into EMIS as "teacher on other assignments" indicating alternate evaluation.

C. No ratings shall be entered into Ohio ES.

D. For purposes of Reduction in Force, alternate ratings shall be:

1. Satisfactory= 4 points
2. Developing = 3 points
3. Unsatisfactory = 2 points

E. Alternate forms shall be developed by the Evaluation Committee and be made available to those being evaluated under these alternate means.

21.9 A mentor shall be assigned from the approved list and paid pursuant to the supplemental schedule to any member on an improvement plan or who is new to the District/school/subject area, if requested in writing to the principal and mentor/coordinator.

ARTICLE XXII – TEACHER TERMINATION PROCESS

22.1 The contract of a teacher in the Noble Local Schools may not be terminated except for gross immorality; for willful and persistent violations of reasonable regulations of the Board of Education; for other good and just cause; or for unsatisfactory teaching performance. All terminations shall be accomplished in accordance with the procedures established in Revised Code Sections 3319.16 and 3319.161. The referee shall apply the grounds above set forth in place of those specified in R.C. Section 3319.16. Non-renewals of limited contracts shall continue to be governed by the provisions of Article XVII of this Agreement.

A. "Unsatisfactory teaching performance" is a performance pattern evidencing the failure of a teacher to remedy a deficiency or deficiencies identified in the evaluation process set forth in Section 22.3 below where such deficiency or deficiencies demonstrate that the teacher is ineffective in the performance of assigned teaching duties, exclusive of supplemental contract duties.

22.2 A. Before acting to terminate any teacher's contract for unsatisfactory teaching performance, the Board shall comply with the process set forth in Section 22.3 below. The procedures set forth in Section 22.3 below will be followed only in instances where a termination for unsatisfactory teaching performance is contemplated.

B. Before presenting a recommendation to the Board for termination of a teaching contract for unsatisfactory teaching performance, the Superintendent, upon the

recommendation of the building principal, will provide the teacher with a written notice, which notice will include the following:

1. The specific deficiency or deficiencies identified in the process set forth in Section 22.3 below that have not been corrected and which demonstrate ineffectiveness of performance of teaching duties; and

2. The process prescribed and recommended pursuant to Section 22.3 to correct such deficiency or deficiencies.

22.3 When the administration has identified concerns with the teacher's performance such that a termination for unsatisfactory performance is contemplated, the teacher will be so notified in writing by certified mail or by personal delivery with receipt signed by the teacher or a witness to the delivery prior to initiating this procedure. A copy of this notice shall be provided to the Association president. The following procedure will be followed:

A. Method of Appraisal and/or Evaluation:

1. The program of professional staff appraisal and evaluation will be accomplished in full conformance with the procedures of Article XXI.

2. The program of professional staff appraisal and/or evaluation consists of observations of the teacher's performance of assigned teaching duties, exclusive of supplemental contract responsibilities. Such appraisals and/or observations must be written and shared with the teacher before they may be utilized.

B. Frequency of Observations:

1. Before the Board initiates a contract termination for unsatisfactory teaching performance, the teacher will have been observed in a classroom setting or equivalent setting a minimum of three (3) times in three (3) different months with at least three (3) weeks between observations.

2. The individual teacher and the evaluator mutually may agree upon additional observations.

C. Report of Observations:

1. The observation shall be in accordance with Article XXI.

2. A teacher, by signing copies of the written formal observation, acknowledges only that the teacher has read and received a copy of the written formal observation.

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

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

D. Teacher Rights and Obligations to Demonstrate Improvement:

1. After reading and discussing the written appraisal or evaluation with the appraiser or evaluator, the teacher will be given specific and detailed suggestions and recommendations regarding means to improve performance and offered specific assistance to obtain such improvement. It shall be the joint responsibility of the teacher and principal to develop a written plan to overcome any reported deficiencies. At the teacher's request, an Association representative of his/her choice shall be offered the opportunity to participate in the development of this plan. The principal may request consultation assistance from another member(s) of the administration in the development or implementation of the written plan.

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

3. The teacher will be offered the assistance specified in the written plan and will be afforded a reasonable period of time, not less than nine (9) weeks, to correct the specified deficiencies. If an individual fails to correct the specified deficiencies, the individual shall be notified in writing of the failure.

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

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

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

6. Any grievance filed pertaining to this Article can be filed only to contest alleged noncompliance with the procedural aspects set forth herein. Decisions and reasons in support of a teacher's evaluation or appraisal, deficiencies identified in the process, suggestions and recommendations for improvement, and conclusions with respect to teaching performance are not grievable but may be contested in the referee hearing and any subsequent appeals. It is expressly understood that the grievance procedures may not be employed to challenge a termination decision taken in accordance with the procedures set forth in Revised Code 3319.16 and 3319.161. However, any termination decision there reached may be appealed to the courts as provided by law.

ARTICLE XXIII – BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS

23.1 For purposes of this section, total annual salary and salary per pay period for each teacher shall be the salary otherwise payable under this Agreement and his/her contract. The total annual salary and salary per pay period of each teacher shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary or salary per pay period which is required from time to time by State Teachers Retirement System (STRS) to be paid as an employee contribution by said teacher and shall be paid by the Board to STRS on behalf of said teacher as a "pickup" of the STRS employee contribution otherwise payable by said teacher. A teacher's cash salary shall be equal to said teacher's total annual salary or salary per pay period less the amount of the pickup for said teacher and shall be payable, subject to the applicable payroll deductions, to said teacher.

23.2 The Board's total combined expenditures for teachers' total annual salaries otherwise payable under their contracts and applicable Board policies including pickup amounts and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this Article not been in effect.

23.3 The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total salary less the

amount of the "pickup." The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total annual salary, including the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

23.4 The "pickup" shall be included in the teacher's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose. The "pickup" shall apply to all payroll payments made forty-five (45) days after the execution of this Agreement.

ARTICLE XXIV – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

24.1 The Board and Association agree to create a local professional development committee, hereinafter called LPDC effective in January 1998.

24.2 The LPDC shall have five (5) teacher members elected by the Association and four (4) members selected by the Superintendent.

A. The Association, pursuant to its constitution, shall determine the method(s) of recalling or replacing LPDC teacher members.

B. The Superintendent shall determine the recall and replacement of non-teacher LPDC members.

C. The Association shall determine the terms of office for the LPDC teacher members.

D. The Superintendent shall determine the terms of office for the non-teacher members.

E. The LPDC shall determine the committee's structure, (i.e. president, vice-president, and recorder).

F. The LPDC shall determine its meeting schedule (subject to the Superintendent's approval if meetings are requested on school time).

G. Whenever an Administrator's coursework plan is being discussed or voted upon, the Local Professional Development Committee shall, at the request of one of its Administrative members, cause a majority of the committee to consist of Administrative members by reducing the number of teacher members voting on the plan.

H. Each LPDC member shall be paid a fifty dollar ($50) stipend per meeting attended after the school day or after the regular school year, up to a maximum of ten (10) meetings per school year. The recorder shall be paid an hourly rate for

necessary clerical duties required beyond the time of the normal LPDC meeting time. The hourly rate is contained in Article VII, Section 7.2 of this Agreement.

I. The LPDC shall determine to what extent to keep and retain records of its meetings, decisions, and recommendations. The LPDC shall be provided reasonable clerical assistance and filing equipment to effectively discharge its duties.

J. The LPDC shall be responsible for planning and implementing at least yearly training for substitute teachers. Training shall include, at a minimum, but not be limited to, use of Google and AESOP.

ARTICLE XXV – REHIRING RETIRED TEACHERS

25.1 This Article sets forth the terms and conditions of employment as applied to rehired retired teachers in the district. (Note: the words "rehired" or "reemployed" as used in this section shall refer to any retired teacher under a state teacher retirement system who is hired into this district, whether previously an employee of the Noble Local School District or any other school district.)

A. This article applies to the hiring of any previously retired teacher following any waiting period required by his/her retirement system.

B. Previously retired teachers shall initially be placed at experience Step 0 and appropriate training column of the negotiated salary schedule.

C. There shall be no guarantee of reemployment of any teacher in the district if the teacher retires or is already retired.

D. To be eligible for reemployment, a retired teacher must have accepted severance pay and must have eliminated his/her sick leave upon retirement from his/her prior employment.

E. A retired teacher who is reemployed will not be entitled to any severance pay as defined in Article XI of the negotiated contract.

F. Retirement is a break in service and all seniority attained by a retired teacher prior to his/her retirement reverts to zero. Retired teachers shall not accumulate bargaining unit seniority under re-employment and shall be considered the least senior teacher during any period of RIF.

G. Any retired teacher who is rehired shall be employed under a one-year limited contract only, with notification to be given on or before April 30 if he/she is going to be reemployed by the district or if the contract will be non-renewed for the following year. Retired teachers who are rehired are not subject to the provisions

of Ohio Revised Code Sections 3319.11, 3319.111 or 3319.08 and the decision of the Board is final with respect to the evaluation and non-renewal of reemployment contracts.

H. Retired teachers who are employed shall not be eligible for benefits specified in Section 10.1 – Reimbursement for Graduate Work, but will be eligible for professional leave and reimbursement of professional expenses as defined in the negotiated contract and Board Policy.

I. Sick leave for rehired teachers shall begin at zero each contract year and shall accumulate at the rate specified in Article XII herein up to a maximum of fifteen (15) days per contract year. Sick leave shall not accumulate for rehired teachers from year to year. Also rehired teachers shall not be eligible to participate in the Sick Leave Bank as provided for in Article XII, Section 12.13, herein.

J. Retired teachers who are rehired by the district will be eligible for insurance coverage in accordance with Article IX herein.

K. Any bargaining unit member contemplating retirement from Noble Local Schools shall have the opportunity to discuss his/her rehiring with the Superintendent prior to making a retirement decision, if the bargaining unit member so requests. If the bargaining unit member desires he or she may invite an Association representative to attend this meeting.

ARTICLE XXVI – MASTER TEACHER CERTIFICATION

26.1 The Board of Education shall provide to each bargaining unit member who is granted Master Teacher Certification a one-time payment of Five Hundred Dollars ($500.00).

Bargaining unit members shall provide a copy of their Master Teacher scores in successful completion of the certification process and will provide a copy of the Master Teacher Certificate when available. Payment shall be made within sixty (60) days of the presentation of the appropriate paperwork to the Office of the Treasurer. This provision shall be retroactive to August 1, 2012.

ARTICLE XXVII – ACADEMIC DISTRESS

27.1 As required by ORC 3302.10 (P) the parties agree to incorporate the provisions of this statute into the collective bargaining agreement. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact, if permitted.

ARTICLE XXVIII – IMPLEMENTATION AND DURATION

28.1 The Agreement shall be effective as of August 1, 2026, and shall continue in full force and effect through July 31, 2029. Notice of negotiation of a successor agreement shall be pursuant to the procedure outlined in Article III, above.

28.2 The Board and the Association acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive further negotiations during the life of this Agreement.

28.3 During the duration of this Agreement, the Noble Local Board of Education shall maintain all terms, conditions, and benefits of employment not less than the level in effect as of August 1, 1984.

28.4 Upon adoption and ratification of this Agreement by the Association and the Board, it shall become binding on all parties.

28.5 If any provision(s) of this Agreement shall be found contrary to law, then said provision(s) shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

28.6 This Agreement will be prepared and distributed by the administration. The cost of preparation and distribution will be shared equally by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on _____, 2026.

NOBLE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

NOBLE LOCAL CLASSROOM TEACHERS ASSOCIATION

SALARY INDEX
2026-2027

											Previous Base (2025-2026)		**42,964.00**
2026-2027 (5%)													**5%**
SALARY INDEX		**$45,112**											**45,112.00**
STEP	**BACHELORS**		**5TH YEAR**		**MASTERS**		**MA+15**		**MA+30**		**MA+45**		
0	1.000	45,112.00	1.050	47,368.00	1.100	49,624.00	1.1500	51,879.00	1.2000	54,135.00	1.2500	56,390.00	
1	1.040	46,917.00	1.095	49,398.00	1.150	51,879.00	1.2075	54,473.00	1.2600	56,842.00	1.3125	59,210.00	
2	1.080	48,721.00	1.140	51,428.00	1.200	54,135.00	1.2650	57,067.00	1.3200	59,548.00	1.3750	62,029.00	
3	1.120	50,526.00	1.185	53,458.00	1.250	56,390.00	1.3225	59,661.00	1.3800	62,255.00	1.4375	64,849.00	
4	1.160	52,330.00	1.230	55,488.00	1.300	58,646.00	1.3800	62,255.00	1.4400	64,962.00	1.5000	67,668.00	
5	1.200	54,135.00	1.275	57,518.00	1.350	60,902.00	1.4375	64,849.00	1.5000	67,668.00	1.5625	70,488.00	
6	1.240	55,939.00	1.320	59,548.00	1.400	63,157.00	1.4950	67,443.00	1.5600	70,375.00	1.6250	73,307.00	
7	1.280	57,744.00	1.365	61,578.00	1.450	65,413.00	1.5525	70,037.00	1.6200	73,082.00	1.6875	76,127.00	
8	1.320	59,548.00	1.410	63,608.00	1.500	67,668.00	1.6100	72,631.00	1.6800	75,789.00	1.7500	78,946.00	
9	1.360	61,353.00	1.455	65,638.00	1.550	69,924.00	1.6675	75,225.00	1.7400	78,495.00	1.8125	81,766.00	
10	1.440	64,962.00	1.500	67,668.00	1.600	72,180.00	1.7250	77,819.00	1.8000	81,202.00	1.8750	84,585.00	
11	1.480	66,766.00	1.545	69,699.00	1.650	74,435.00	1.7825	80,413.00	1.8600	83,909.00	1.9375	87,405.00	
12	1.520	68,571.00	1.590	71,729.00	1.700	76,691.00	1.8400	83,007.00	1.9200	86,616.00	2.0000	90,224.00	
13	1.560	70,375.00	1.635	73,759.00	1.750	78,946.00	1.8975	85,601.00	1.9800	89,322.00	2.0625	93,044.00	
14	1.600	72,180.00	1.680	75,789.00	1.800	81,202.00	1.9550	88,194.00	2.0400	92,029.00	2.1250	95,863.00	
19	1.640	73,984.00	1.725	77,819.00	1.850	83,458.00	2.0125	90,788.00	2.1000	94,736.00	2.1875	98,683.00	
24	1.680	75,789.00	1.770	79,849.00	1.900	85,713.00	2.0700	93,382.00	2.1600	97,442.00	2.2500	101,502.00	
29	1.720	77,593.00	1.815	81,879.00	1.950	87,969.00	2.1275	95,976.00	2.2200	100,149.00	2.3125	104,322.00	
32	1.720	77,593.00	1.860	83,909.00	2.000	90,224.00	2.1850	98,570.00	2.2800	102,856.00	2.3750	107,141.00	

SALARY INDEX
2027-2028

											Previous Base (2026-2027)		**45,112.00**
2027-2028 (4%)													**4.0%**
SALARY INDEX		**$46,916**											**46,916.00**
STEP	**BACHELORS**		**5TH YEAR**		**MASTERS**		**MA+15**		**MA+30**		**MA+45**		
0	1.000	46,916.00	1.050	49,262.00	1.100	51,608.00	1.1500	53,954.00	1.2000	56,300.00	1.2500	58,645.00	
1	1.040	48,793.00	1.095	51,374.00	1.150	53,954.00	1.2075	56,652.00	1.2600	59,115.00	1.3125	61,578.00	
2	1.080	50,670.00	1.140	53,485.00	1.200	56,300.00	1.2650	59,349.00	1.3200	61,930.00	1.3750	64,510.00	
3	1.120	52,546.00	1.185	55,596.00	1.250	58,645.00	1.3225	62,047.00	1.3800	64,745.00	1.4375	67,442.00	
4	1.160	54,423.00	1.230	57,707.00	1.300	60,991.00	1.3800	64,745.00	1.4400	67,560.00	1.5000	70,374.00	
5	1.200	56,300.00	1.275	59,818.00	1.350	63,337.00	1.4375	67,442.00	1.5000	70,374.00	1.5625	73,307.00	
6	1.240	58,176.00	1.320	61,930.00	1.400	65,683.00	1.4950	70,140.00	1.5600	73,189.00	1.6250	76,239.00	
7	1.280	60,053.00	1.365	64,041.00	1.450	68,029.00	1.5525	72,838.00	1.6200	76,004.00	1.6875	79,171.00	
8	1.320	61,930.00	1.410	66,152.00	1.500	70,374.00	1.6100	75,535.00	1.6800	78,819.00	1.7500	82,103.00	
9	1.360	63,806.00	1.455	68,263.00	1.550	72,720.00	1.6675	78,233.00	1.7400	81,634.00	1.8125	85,036.00	
10	1.440	65,683.00	1.500	70,374.00	1.600	75,066.00	1.7250	80,931.00	1.8000	84,449.00	1.8750	87,968.00	
11	1.480	67,560.00	1.545	72,486.00	1.650	77,412.00	1.7825	83,628.00	1.8600	87,264.00	1.9375	90,900.00	
12	1.520	69,436.00	1.590	74,597.00	1.700	79,758.00	1.8400	86,326.00	1.9200	90,079.00	2.0000	93,832.00	
13	1.560	71,313.00	1.635	76,708.00	1.750	82,103.00	1.8975	89,024.00	1.9800	92,894.00	2.0625	96,765.00	
14	1.600	73,189.00	1.680	78,819.00	1.800	84,449.00	1.9550	91,721.00	2.0400	95,709.00	2.1250	99,697.00	
19	1.640	75,066.00	1.725	80,931.00	1.850	86,795.00	2.0125	94,419.00	2.1000	98,524.00	2.1875	102,629.00	
24	1.680	76,943.00	1.770	83,042.00	1.900	89,141.00	2.0700	97,117.00	2.1600	101,339.00	2.2500	105,561.00	
29	1.720	78,819.00	1.815	85,153.00	1.950	91,487.00	2.1275	99,814.00	2.2200	104,154.00	2.3125	108,494.00	
32	1.720	80,696.00	1.860	87,264.00	2.000	93,832.00	2.1850	102,512.00	2.2800	106,969.00	2.3750	111,426.00	

SALARY INDEX
2028-2029

											Previous Base (2027-2028)		**46,916.00**
2028-2029 (4%)													**4.0%**
SALARY INDEX		**$48,793**											**48,793.00**
STEP	**BACHELORS**		**5TH YEAR**		**MASTERS**		**MA+15**		**MA+30**		**MA+45**		
0	1.000	48,793.00	1.050	51,233.00	1.100	53,673.00	1.1500	56,112.00	1.2000	58,552.00	1.2500	60,992.00	
1	1.040	50,745.00	1.095	53,429.00	1.150	56,112.00	1.2075	58,918.00	1.2600	61,480.00	1.3125	64,041.00	
2	1.080	52,697.00	1.140	55,625.00	1.200	58,552.00	1.2650	61,724.00	1.3200	64,407.00	1.3750	67,091.00	
3	1.120	54,649.00	1.185	57,820.00	1.250	60,992.00	1.3225	64,529.00	1.3800	67,335.00	1.4375	70,140.00	
4	1.160	56,600.00	1.230	60,016.00	1.300	63,431.00	1.3800	67,335.00	1.4400	70,262.00	1.5000	73,190.00	
5	1.200	58,552.00	1.275	62,212.00	1.350	65,871.00	1.4375	70,140.00	1.5000	73,190.00	1.5625	76,240.00	
6	1.240	60,504.00	1.320	64,407.00	1.400	68,311.00	1.4950	72,946.00	1.5600	76,118.00	1.6250	79,289.00	
7	1.280	62,456.00	1.365	66,603.00	1.450	70,750.00	1.5525	75,752.00	1.6200	79,045.00	1.6875	82,339.00	
8	1.320	64,407.00	1.410	68,799.00	1.500	73,190.00	1.6100	78,557.00	1.6800	81,973.00	1.7500	85,388.00	
9	1.360	66,359.00	1.455	70,994.00	1.550	75,630.00	1.6675	81,363.00	1.7400	84,900.00	1.8125	88,438.00	
10	1.440	68,311.00	1.500	73,190.00	1.600	78,069.00	1.7250	84,168.00	1.8000	87,828.00	1.8750	91,487.00	
11	1.480	70,262.00	1.545	75,386.00	1.650	80,509.00	1.7825	86,974.00	1.8600	90,755.00	1.9375	94,537.00	
12	1.520	72,214.00	1.590	77,581.00	1.700	82,949.00	1.8400	89,780.00	1.9200	93,683.00	2.0000	97,586.00	
13	1.560	74,166.00	1.635	79,777.00	1.750	85,388.00	1.8975	92,585.00	1.9800	96,611.00	2.0625	100,636.00	
14	1.600	76,118.00	1.680	81,973.00	1.800	87,828.00	1.9550	95,391.00	2.0400	99,538.00	2.1250	103,686.00	
19	1.640	78,069.00	1.725	84,168.00	1.850	90,268.00	2.0125	98,196.00	2.1000	102,466.00	2.1875	106,735.00	
24	1.680	80,021.00	1.770	86,364.00	1.900	92,707.00	2.0700	101,002.00	2.1600	105,393.00	2.2500	109,785.00	
29	1.720	81,973.00	1.815	88,560.00	1.950	95,147.00	2.1275	103,808.00	2.2200	108,321.00	2.3125	112,834.00	
32	1.720	83,924.00	1.860	90,755.00	2.000	97,586.00	2.1850	106,613.00	2.2800	111,249.00	2.3750	115,884.00	

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the ___ day of August 2026 by and between the Noble Local School District ("District") Board of Education ("Board") and the Noble Local Classroom Teachers Association ("Association") and hereby supplements the Negotiated Agreement currently in effect between the parties, superseding any conflicting or inconsistent terms or provisions contained therein.

WHEREAS, after bargaining a successor collective bargaining Agreement ("Negotiated Agreement"), the parties realized that certain portions of the supplemental salary schedule needed further revision and clarification; and

WHEREAS, the parties hereto desire to incorporate the needed clarifications and changes into the supplemental salary schedule established within the Negotiated Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1: Article VIII, Section 8.3 of the Negotiated Agreement, entitled "Supplemental Salary Schedule " shall be revised as attached.

Section 2: This MOU shall take effect immediately and shall be incorporated into any successor Negotiated Agreement between the parties.

Section 3: Except as modified by this MOU, all other terms and conditions of the Negotiated Agreement and other applicable provisions of law remain in full force and effect. This MOU represents the entire agreement of the parties with respect to the subject matter, may be executed in multiple counterparts, and shall be amended only by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this MOU on the date first set forth above.

NOBLE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____
President, Board of Education

By: _____
Superintendent

NOBLE LOCAL CLASSROOM
TEACHERS ASSOCIATION

By: _____
Association President

By: N/A
Association Officer

8.3 Supplemental Salary Schedule: The supplemental salary schedule shall be as indicated below. All positions on the schedule shall be first offered to bargaining unit members who are qualified:

Position	Years ~~0~~1-3	Years 4-9	Years 10+
Band Director	15%	16.20%	18.00%
Choral Director	5%	5.40%	6.00%
Drama Advisor	5.5%	5.94%	6.60%
Head Football Coach	15%	16.20%	18.00%
Asst. Football Coach	9%	9.72%	10.80%
Jr. High Football Coach	6%	6.48%	7.20%
Head Basketball Coach	15%	16.20%	18.00%
High School Basketball Assistant	8%	8.64%	9.60%
Reserve Basketball Coach	9%	9.72%	10.80%
9th Grade Basketball Coach	7%	7.56%	8.40%
Jr. High Basketball Coach	6%	6.48%	7.20%
Baseball Coach	12%	12.96%	14.40%
Asst. Baseball Coach	6%	6.48%	7.20%
2nd Assist. Baseball Coach to be evaluated yearly on participation	6%	6.48%	7.20%
Softball Coach	12%	12.96%	14.40%
Assistant Softball Coach	6%	6.48%	7.20%
2nd Assist. Softball Coach to be evaluated yearly on participation	6%	6.48%	7.20%
Head Track Coach (Boys/Girls Combined)	15%	16.20%	18.00%
2 High School Track Assistants	7.50%	8.10%	9.00%
Jr. High Track Coach	6%	6.48%	7.20%
H.S. Cross Country Coach	12%	12.96%	14.40%
Jr. High Cross Country to be evaluated yearly on participation	4.50%	4.86%	5.40%
Boys Wrestling Coach	12%	12.96%	14.40%
Boys Asst. Wrestling Coach	6%	6.48%	7.20%
Boys Jr. High Wrestling Coach	4.50%	4.86%	5.40%
Girls Wrestling Coach	12%	12.96%	14.40%
Girls Asst. Wrestling Coach	6%	6.48%	7.20%
Girls Jr. High Wrestling Coach	4.50%	4.86%	5.40%

H.S. Volleyball Coach	15%	16.20%	18.00%
Asst. H.S. Volleyball Coach	7.50%	8.10%	9.00%
Jr. High Volleyball Coach	6%	6.48%	7.20%
Head **Boys** Soccer Coach	12%	12.96%	14.40%
Asst. Soccer Coach	6%	6.48%	7.20%
Jr. High Soccer Coach	4.50%	4.86%	5.40%
~~Varsity~~ **Head** Girls Soccer Coach	12%	12.96%	14.4%
Asst. Girls Varsity Soccer Coach	6%	6.48%	7.2%
H.S. Cheerleading	8%	8.64%	9.60%
~~Jr. High Cheerleading~~	~~4%~~	~~4.32%~~	~~4.80%~~
Jr. High Basketball Cheer Coach	2%	2.16%	2.4%
Jr. High Football Cheer Coach	2%	2.16%	2.4%
High School Golf Coach	12%	12.96%	14.4%
Weight Room Coach (per quarter)	1%	1.08%	1.20%
Esports (Summer/Fall)	8%	8.64%	9.60%
Esports (Winter/Spring)	8%	8.64%	9.60%
Yearbook Advisor	6%	6.48%	7.20%
Elementary Yearbook	3%	3.24%	3.60%
~~Senior Class Advisor~~	~~3.50%~~	~~3.78%~~	~~4.20%~~
Senior **Class** Advisor/Graduation	4.5%	4.86%	5.4%
~~Junior Class Advisor~~	~~3.50%~~	~~3.78%~~	~~4.20%~~
Junior **Class** Advisor/Prom	4.5%	4.86%	5.4%
~~Sophomore Class Advisor~~	~~2%~~	~~2.16%~~	~~2.40%~~
Sophomore **Class** Advisor/Homecoming	2.5%	2.7%	3%
~~Freshman Class Advisor~~	~~2%~~	~~2.16%~~	~~2.40%~~
Freshman **Class** Advisor/Sweetheart	2.5%	2.7%	3%
~~Student Congress Advisor~~	~~3%~~	~~3.24%~~	~~3.60%~~
~~Junior High Congress~~	~~3%~~	~~3.24%~~	~~3.60%~~
Elementary Student Council/4th-6th Grade	**3%**	**3.24%**	**3.60%**
Attendance Officer	4%	4.32%	4.80%
Mathcounts Coach	2%	2.16%	2.40%
Science Olympiad Coach	2%	2.16%	2.40%
Destination Imagination Coach	2%	2.16%	2.40%
National Honor Society Advisor	4%	4.32%	4.80%
7th Grade Class Advisor	**1.50%**	**1.62%**	**1.80%**
8th Grade Class Advisor/8th Grade Trip	**2.50%**	**2.70%**	**3.00%**

Position	Years ~~0~~1-3	Years 4-9	Years 10+
Building Technology Liaison (per hour)	$20	$21.60	$24.00
Service Club	4%	4.32%	4.80%
Lead Mentor Position	6%	6.48%	7.20%
Mentor Position	3%	3.24%	3.60%

~~All coaches are at year 1 for the 2023-2024 school year.~~

In the initial year that an employee holds a supplemental contract, they will be placed at Year 1 on the supplemental salary schedule.

Changing **or taking a break from** a coaching or supplemental position will require the employee to start over at year 1 for the new position.