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# **NEGOTIATED AGREEMENT**

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**between the**

**NEW BREMEN TEACHERS ASSOCIATION**

**and the**

**NEW BREMEN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**Effective July 1, 2011 to June 30, 2014**

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## **ARTICLE 1 -- RECOGNITION OF BARGAINING UNIT**

- A. The New Bremen Local School District Board of Education (hereinafter referred to as the "Board") recognizes the New Bremen Teachers Association (hereinafter referred to as the "Association") as an affiliate of OEA and NEA and as the bargaining representative for all regular teachers employed under a regular teaching contract in the District and long-term substitutes (more than sixty (60) workdays in the same position). Substitutes, aides, tutors, noncertificated employees, principals, and administrative, supervisory staff are specifically excluded from the bargaining unit. Supervisory staff are defined as those employees who have the right to hire, fire, discipline, discharge or recommend or participate in such actions.
- B. It is agreed by both parties that all employees have the right to join or not to join any local or state organization. Membership in any such organization, or payment of any dues, fees, or assessments to any such organization(s) shall not be required as a condition of employment, nor shall any such membership or payment be involuntarily imposed upon any employee by any term of this Agreement.

## **ARTICLE 2 - NEGOTIATIONS PROCEDURE**

The parties have agreed to the following negotiations and dispute resolution procedures which are intended to supersede those set forth in O.R.C. §4117.14 pursuant to O.R.C. §4117.14(C) and O.R.C. §4117.14(E).

### A. Notification

If either of the parties desire to commence bargaining on salaries or other matters of mutual concern, it shall notify the other party in writing at least ninety (90) days but no more than one hundred twenty (120) calendar days prior to the expiration of the current Agreement. Notification in writing from the Association shall be served on the Superintendent, and from the Board shall be served to the President of the Association.

### B. Negotiations Meetings

1. Within twenty (20) days of written notification of intent to bargain, an initial meeting shall be held between the parties. Negotiations shall commence by the parties exchanging complete written proposals on all items to be negotiated ten (10) days before the initial negotiations meeting. Both teams will keep the proposals confidential until the other side has an opportunity to present their rationale for each proposal. No new proposals shall be submitted by either party unless by mutual agreement.
2. Original proposals shall be written and in language suitable for inclusion in the final Agreement.

3. Meetings shall be scheduled with the least interruption of work schedules. All meetings shall be in executive session unless otherwise mutually agreed upon by both parties. Other rules for conducting negotiations procedures which are deemed necessary and not covered by this procedure shall be discussed and agreed upon at the first meeting.

C. Negotiations Time Limits

1. Bargaining sessions shall last no longer than approximately three (3) hours.
2. Items under negotiation must be resolved to the mutual satisfaction of both parties, within sixty-five (65) calendar days of the first scheduled meeting. However, if both parties agree, extension of time for negotiations may be granted. If no agreement is reached, the Disagreement Procedure outlined in this document shall be implemented.
3. Any time limits established under this Article may be modified by mutual agreement of both parties.
4. Days shall mean calendar days unless specified otherwise.

D. Representation

Each team shall limit its representation to no less than two (2) but no more than four (4) members unless otherwise agreed upon at the first meeting. Each team shall designate one chief spokesperson who shall make verbal responses for their team members and be responsible for signing any tentative agreements arrived at.

E. Information

The parties agree during negotiations to provide each other, upon written request and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

F. While Negotiations Are In Progress

1. During negotiations, there will be no public releases of information to the media unless agreed upon by both parties and in such instances releases are agreed upon, said releases shall be in writing and both parties shall approve of the release prior to its dissemination.
2. Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations.

3. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public.

G. Agreement

When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the Agreement shall be submitted to the Board. Upon official adoption by the Board, the Agreement shall be signed by both parties.

H. Disagreement

1. If agreement is not reached within the specified time limits as contained within this Article, either party may request the services of the American Arbitration Association for the purposes of mediating an Agreement.
2. The Mediator shall have the authority to call meetings and to meet with the team representatives of the Association and the Board. However, the mediator shall not have the authority to extend the time limits of the current Agreement, or to bind the parties to any item or agreement. Any costs incurred in mediation shall be shared equally by the Association and the Board.
3. Except by mutual agreement, the mediation process shall not extend more than thirty (30) days from the date of the initial mediation session.

**ARTICLE 3 -- CONTRARY TO LAW PROVISION (SEVERABILITY)**

If any provision of this Agreement, or the application of any provision shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.

**ARTICLE 4 -- GRIEVANCE PROCEDURE**

A. Purpose

The primary purpose of the grievance procedure shall be to obtain at the lowest administrative level possible, solutions to grievances which may arise. The grievance procedure is the exclusive procedure to deal with all alleged violations and labor disputes arising under this Agreement. It is expressly understood and agreed that neither the Association nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter

presented as a grievance within this grievance procedure. Grievances must not be used as a means to gain contract concessions unsuccessfully bargained for during negotiations.

B. Definitions and Terms

The following definitions and terms apply to this Article:

1. The word "day" or "days" means generally scheduled teacher work days during the regular school year. During the summer, it shall mean Monday through Friday excluding federally recognized holidays.
2. A "grievance" is a claim by a teacher or a group of teachers or the Association that the Board or an administrator has violated, misinterpreted or misapplied a specific and express term of this written Agreement.
3. "Administrator" is a person employed by the Board under O.R.C. §3319.02 who is excluded from the bargaining unit as identified in Article 1.
4. A "grievant" is an individual member or group of members of the bargaining unit, or the Association, alleging a violation, misinterpretation or misapplication of a written provision of this Negotiated Agreement. A group grievance shall have arisen out of identical circumstances affecting each member of said group. Each member of a group shall sign the grievance report form.

C. Time Limits

This grievance procedure is governed by the following time limits and rules:

1. If a grievant fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, then a grievance shall be considered waived.
2. If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, then the grievant is entitled to appeal to the next step.
3. A grievant may be accompanied at any stage of the grievance procedure by a representative of his or her choice. When a grievant has a representative present, management shall have the right to have a representative present.
4. A grievant may present his/her grievances and have them adjusted, as long as the adjustment is consistent with the terms of the Collective Bargaining Agreement then in effect, and as long as the Association representative has the opportunity to be present at the adjustment.
5. Hearings and conferences under this procedure will be held after regular school hours or during non-working time of the personnel involved. Any investigation or processing of a grievance by a grievant or representatives shall be conducted so as to result in minimum interference or disruption of the instructional program

and related work activities of the teaching staff. There shall be no extra pay to an employee for his time spent in preparing and processing a grievance during non-duty hours. All hearings shall be held in closed session.

6. A decision on a group grievance applies to all employees in the group and each shall be given a copy of the decision. An employee may withdraw, in writing, from a group grievance or a grievance filed by the Association at any time before a decision is rendered; however, he then waives any right to initiate the same or substantially similar grievance. No more than one (1) employee shall attend a meeting or hearings conducted for the resolution of a group grievance.
7. Any individual grievance may be withdrawn, without prejudice or record, by the grievant at any time prior to the written decision in Step 2.
8. A grievance shall not be made a part of a grievant's personnel file and the filing of a grievance shall not be the cause for a reprisal or harassment against the grievant.
9. Grievances shall be instituted at whatever level an administrator has the authority to grant the relief sought.

D. Procedure

The following procedure will be used in processing a grievance:

1. Step One:

A person with a grievance shall first discuss it with his/her principal within five (5) days of the date of the incident giving rise to the grievance, with the objective of resolving the matter informally. In this meeting, the grievant must advise that he or she wishes to discuss a complaint upon which a formal grievance may be filed.

2. Step Two:

If the grievant is not satisfied with the informal attempt to resolve the grievance, he or she must submit the grievance in writing on an appropriate grievance form to the building principal. All grievances, in order to be effective for consideration by management, must contain in writing the name of the grievant, the specific condition or occurrence on which the grievance is based, the date or dates of the occurrence of the conduct or condition on which the grievance is based, the particular article and section of this Agreement which the grievant claims have been violated, the specific relief sought and the signature of the grievant. Appropriate grievance forms shall be made available in each building principal's office. The written grievance must be filed with the building principal within five (5) days from the informal conference in Step One. The grievance form shall be dated and initialed by the principal upon receipt. The principal shall respond to the grievance in writing within five (5) days of its submission to him/her.

3. Step Three:

If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may appeal to the Superintendent by filing a written appeal of the grievance within five (5) days of the grievant's receipt of the principal's decision. The Superintendent shall hold a meeting with the teacher to discuss the grievance and its possible resolution within five (5) days of the submission of the appeal. The Superintendent shall make his written response to the appeal within five (5) days of the meeting.

4. Step Four:

- a. If the grievant is not satisfied with the disposition of the grievance at Step Three, the grievant may appeal and within five (5) days of the Superintendent's decision, request the Superintendent to forward the grievance to the Board President. The Board President, upon receipt of the request, shall appoint a Committee. The Committee shall be composed of two (2) members of the Board of Education and at least one (1) member who will also be a member of the Board's Negotiations Committee.
- b. The grievant has a right to a hearing in his/her request to appeal to Step Four. A request for a hearing must be made at the time that an appeal to Step Four is also made. The grievant may be accompanied by a representative from OEA or legal counsel.
- c. The Board Committee will study the grievance along the prior dispositions and shall provide to the parties involved, their decision, in writing, within ten (10) days following receipt by the Board President.

5. Step Five:

- a. If the grievant is not satisfied with the disposition of the grievance in Step Four, he or she may, within five (5) days after the decision is rendered, request in writing to the Association that the grievance be submitted to arbitration. The Association may within five (5) days after receipt of a request, submit the grievance to arbitration by so notifying the Board in writing.
- b. The Board and the Association shall, within five (5) days after written notice is received by the Board, jointly select an arbitrator. The arbitrator shall be selected from a list of seven (7) names to be submitted by the American Arbitration Association (AAA). From this list each side will have the right to strike one name until one name remains. The party filing the grievance shall strike the first name. The Arbitrator whose name remains on the list shall be deemed selected by the parties. The arbitration

procedures shall be in accordance with the Voluntary Labor Arbitration Rules of the AAA. The demand for arbitration shall specify the act or condition, the names and addresses of the parties, the contractual clause(s) alleged to have been misinterpreted or misapplied and the remedy sought.

c. Within seven (7) days of receipt of the Arbitrator's written award, either the Superintendent or the grievant may appeal the award of the Arbitrator to the Board of Education. If not appealed, such award shall be final and binding on all parties.

d. Limitation on Arbitrator's Authority

The Arbitrator shall have authority to consider only a single grievance or several grievances involving a common question or interpretation or application. The Arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon.

e. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of the Master Agreement, or add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall be confined to the precise issue(s) submitted for arbitration and shall have no authority to determine 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 the determination.

f. 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.

g. The cost and expenses of the Arbitrator and the fees of the AAA shall be borne equally by the parties.

6. Step Six:

If either party appeals in the Arbitrator's award in accordance with Step Five, the following procedures apply:

a. If the grievant is not satisfied with the Arbitrator's disposition of the grievance in Step Five, the grievant may appeal within seven (7) days of the receipt of the Arbitrator's written award. The grievant may request the Superintendent to forward the appeal to the Board of Education. The grievant also has a right to a hearing in his/her request to appeal to Step Six. A request for a hearing must be made at the time that an appeal to

Step Six is also made. The grievant may be accompanied by a representative from OEA or legal counsel.

- b. The grievance appeal shall be placed on the agenda of the next regularly scheduled Board meeting, or, at the discretion of the Board, a special meeting may be called to hear the grievance appeal. The Board Treasurer shall notify the grievant in writing of the time and place of such hearing which shall be held in executive session.
- c. If an administrator or member of the Board Committee is not satisfied with the Arbitrator's disposition of the grievance in Step Five, the same appeal procedures will apply.
- d. Within thirty (30) days after the hearing, the Board shall state its decision in writing and forward a copy to the grievant, the principal, and the superintendent. The decision of the Board shall be final and binding on all parties.

#### **ARTICLE 5 -- ASSOCIATION RIGHTS**

- A. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one of which shall be provided in each school building in Teacher Lounges or non-public areas. The Association may use the direct mail service and teacher mailboxes for communications to members of the bargaining unit.
- B. Authorized representatives of the Association shall be permitted to transact official Association business on school property during the duty-free lunch period, conference period, and outside of the school day. Such activities shall not interfere with classroom instruction and assigned duties during the regular school day.
- C. The directory of teacher names, non-confidential home addresses, non-confidential telephone numbers, and teaching assignments shall be provided without cost to the Association no later than October 1 of each school year.
- D. Employees of the Board may receive, upon request, copies of the Board of Education meeting agendas prior to any meeting.
- E. Employees of the Board may receive, upon request, any published data relative to the financial and educational operation of the District.
- F. Employees of the Board may attend public Board of Education meetings and may speak during the "public session" at any meeting.
- G. The Association may hold meetings or present reports and announcements for the Association following any faculty meeting, in-service meeting, or orientation meeting.

- H. The Association President or his/her designee shall be provided three (3) days of released time as the Association deems necessary for the purpose of conducting Association business at no loss of salary or other benefits.
- I. Dues and other payroll deductions - refer to Article 15, "Payroll and Deductions."
- J. The rights granted herein to the Association shall not be granted or extended to any other competing organization - refer to Article 1, "Recognition."
- K. All bargaining unit members shall receive one (1) copy of the Master Agreement after ratification by the parties. The cost of printing the Agreement shall be shared equally by the Board and the Association.
- L. Three (3) copies of up-to-date Board Policy Manuals will be given to the Association President.

#### **ARTICLE 6 – EMPLOYER RIGHTS**

- A. Except as specifically modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the superintendent, and other administrators, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio and of the United States, including, by way of illustration, management's right to:
  - 1. 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 services, its overall budget, utilization of technology, and organizational structure;
  - 2. Hire, assign, direct, schedule, supervise, and evaluate teachers;
  - 3. Maintain and improve the efficiency and effectiveness of school operations;
  - 4. Determine the methods, processes, means, and personnel by which school operations are to be conducted;
  - 5. Suspend, discipline, demote, or terminate teachers for just cause;
  - 6. Lay off, transfer, promote, or retain teachers;
  - 7. Determine the adequacy of the work force;
  - 8. Determine the overall mission of the school district as an educational unit;
  - 9. Effectively manage the work force;

10. Take actions to carry out the mission of the school district;
  11. Determine the work hours and determine grading periods for pupils;
  12. Direct, assign, and schedule pupils.
- B. The Board is not required to bargain with the Association on subjects reserved to the management and direction of the district but the Board is obligated to bargain about any changes that affect the wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement.

### **ARTICLE 7 - REDUCTION IN FORCE**

If the Board determines it necessary to reduce the number of bargaining unit positions for any of the reasons provided in O.R.C. §3319.17 or for financial reasons, the Board of Education shall proceed with such reductions in the following manner:

- A. When possible, voluntary attrition of employees shall first be used to accomplish a reduction in force.
- B. Prior to implementing a reduction in force through suspension of contracts, the Administration shall prepare a seniority list and shall meet with the Association President to discuss the planned reduction.
- C. Reductions shall then be made by suspending contracts upon the Superintendent's recommendation. Those contracts to be suspended will be as follows:
  1. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
  2. Reduction in a bargaining unit field or assignment will be made by selecting the person lowest on the seniority list for that area of certification who is currently assigned to such a position. A staff member so affected may elect to displace any less senior staff member in any other area of certification for which the more senior staff member is also certificated.
  3. Seniority will be defined as the length of continuous service as a certificated employee under regular contract in this district.
    - a. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

- b. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
          - 1) the date of the board meeting at which the teacher was hired, and then by;
          - 2) the date the teacher signed his/her initial employment contract in the district, and then by;
          - 3) any remaining ties will be broken by lot.
      - 4. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field.
- D. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Teachers on the recall list will have the following rights:
  - 1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy.
  - 2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.
  - 3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.
  - 4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
- E. The parties agree that these procedures apply only to the suspension of contracts under O.R.C. §3319.17 or for financial reasons. This Article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

## **ARTICLE 8 – RIGHT TO MAKE APPLICATION AND INTERVIEW**

- A. The Board recognizes the right of bargaining unit members to apply and be interviewed for any bargaining unit position vacancies occurring within the New Bremen Local School District for which they are properly certified.
- B. Vacancies, as determined by the administration, may result from creation of new positions, resignations, Board approved leave of absences, retirement, death, nonrenewal, or termination.
- C. Vacancies for bargaining unit positions will be posted on the bulletin boards in the teachers' lounges and at the mail boxes. It is the responsibility of each bargaining unit member to have all current certificates on file in the Local Superintendent's office. The posting of any vacancy shall not be construed as requiring the Board to fill such a position but rather for the purpose of providing an opportunity for teachers to indicate an interest in transferring to such a position.
- D. During the summer months, notification of vacancies will be by e-mail and/or personal phone calls as well as paper postings by the school mailboxes of all buildings.
- E. No action to employ will be taken until such a vacancy has been posted or listed for five (5) school days, excluding weekends and holidays. If no current staff member holds proper certification and a vacancy exists, that position may be filled at the Board's discretion. This notification requirement shall not apply for vacancies which occur after August 1 through the start of school.
- F. When vacancies occur after the beginning of the 2nd Semester, the Superintendent and the Board will fill the vacancy on a temporary or tentative basis until the end of the regular school year. The position will be then considered open for transfer requests for the following school year.
- G. Recommendations to fill any vacancy will be based upon the following criteria: certification and qualifications of the applicant, instructional requirements, and best interest and needs of the district (e.g., staff balance and better staff utilization). Seniority will be considered only when all other criteria are equal. Seniority in the district shall mean uninterrupted service from the effective date of the employee's most recent date of hire except that the Board approved leave of absence shall not constitute an interruption.
- H. It is agreed that the Superintendent and the Board will make final determination as to the job description of any position and the hiring of any employee.

## **ARTICLE 9 – CONTRACT DAYS - SCHOOL CALENDAR - MEETINGS**

### **A. Contract Days**

1. The number of regular duty days required for all bargaining unit members shall be one hundred eighty-four (184) days. The school day, exclusive of faculty meetings, in-service meetings, and other school scheduled events where specified by the administration, shall be defined as the time during which members of the bargaining unit are to be in attendance.
2. Within the one hundred eighty-four (184) day calendar, up to four (4) days may be used as "Professional Days" including prior to and following the opening and closing of school for students. The "New Teacher Orientation Meetings" are not included within the one hundred eighty-four (184) day calendar, however, "New" teachers are expected to attend this meeting.
3. Within the one hundred eighty-four (184) day calendar, up to two (2) days may be used for "Parent-Teacher Conferences."
4. The annual "Open House," "Parents Back to School Night" and those activities involving specific student grade or class presentations (such as elementary music programs) which require teacher supervision are excluded in the contract days defined above. Teacher attendance at Open House is required unless an urgent and necessary family commitment warrants the teacher being absent from the event. Teacher attendance at high school graduation is recommended. If a staff member is working under another supplemental contract for the New Bremen School District, this supersedes the required Open House attendance.
5. All teachers are entitled to thirty (30) minute consecutive, uninterrupted, duty-free lunch period during which they are free to leave the building following notification to their respective Principal's office.
6. Teachers will be expected to observe adjusted working hours on days when school is delayed. Teachers will not be expected to report to duty on days when school is closed due to inclement weather and dangerous road conditions.

### **B. School Calendar**

It is hereby agreed that the members of the bargaining unit may provide input to the Superintendent relating to the development of a school calendar. Such input will be advisory only and the final determination and adoption of the annual school calendar rests with the Board.

C. Meetings

1. Teachers are required to attend all meetings specified and held by the administration. The meetings will include, but are not limited to, the following:
  - a. General Faculty Meetings with the Superintendent
  - b. Building Meetings with the Principal
  - c. In-Service Meetings
  - d. Research & Evaluation Meetings
  - e. Committee Meetings (Curriculum, North Central, etc.)
2. Meetings, unless for an emergency, will be announced in advance. Teachers who have a prior commitment when an emergency meeting is called will be excused at 3:15 p.m.
3. On the calendar days of scheduled and announced meetings, the length of the day will be extended beyond regular duty hours.

**ARTICLE 10 – SICK LEAVE**

- A. A maximum of five (5) days of sick leave which has not yet actually been earned shall be advanced to all new regular employees and all employees who have exhausted all the sick leave they have earned. The advancement shall be limited to a maximum of five (5) days during any one (1) school year.
- B. Employees will earn sick leave at the rate of one and one-fourth (1¼) days per month which is fifteen (15) days annual accumulative up to two hundred forty (240) days. No employee shall receive credit for more than fifteen (15) days in any one (1) year including transfers.
- C. Sick leave credit accumulated in another Ohio school district must be properly certified by the Treasurer or administrative officer of that school district in order to receive credit in New Bremen Schools. Sick leave outside Ohio is not transferable.
- D. Sick leave shall apply when the employee is ill or injured. The sick leave shall extend for only the duration of the accumulated sick leave credit. The Board may request a written statement from a physician certifying the existence of an illness or an injury.
- E. Sick leave shall apply upon exposure to a virulent, contagious disease which could be spread to others in the school. A physician's certification is required to verify the exposure.
- F. An employee who has been absent because of personal illness or injury for more than five (5) consecutive day or two weeks may be asked to present a physician's certificate indicating the name of the doctor and the date on which he/she was consulted.

- G. Sick leave will apply in the case of death in the immediate family. A maximum of three (3) days will be granted but only days that are necessary will be used. The Superintendent may grant extensions upon request. The immediate family will include the following: a parent or child of the employee or the employee's spouse, the spouse, sister or brother, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, sister-in-law, mother-in-law, brother-in-law, or spouse of a child. This benefit will also apply to the grandparents, aunts, and uncles of the employee's spouse.
- H. Sick leave will apply in the case of the death of a close personal friend. One (1) day per occurrence will be granted.
- I. Sick leave shall apply for a period of three (3) days in case of serious illness of a parent or serious illness in the employee's family. The illness certified by a medical doctor may be requested. If extension of time is deemed necessary, such may be granted by the Local Superintendent.
- J. Extended sick leave for reasons of pregnancy or extended sick leave following the pregnancy shall be granted upon written certification of necessity by the physician. Extended Sick Leave shall be defined as longer than two (2) weeks prior to the expected birth and longer than six (6) weeks following the pregnancy.
- K. An employee may use sick leave following the adoption of a pre-school child. Up to four (4) weeks may be used for this reason.
- L. Sick leave may not be used as an alternate for personal days.
- M. A teacher must notify his/her Principal or Designee of any absence as soon as possible so that appropriate arrangements can be made to secure a substitute.
- N. During all absences, adequate and appropriate lesson plans from the regular teacher must be available to the substitute.
- O. Evidence indicating the abuse of sick leave privileges or the intent to falsify a sick leave statement shall be considered just cause for suspension or termination from service. Any unauthorized absence shall be charged to the absentee at the contracted per diem salary rate.

#### **ARTICLE 11 - EXTENDED LEAVES OF ABSENCE**

An extended leave of absence from duty by an employee may be granted by the Board after written request has been made. An extended leave of absence may be granted for the following:

- A. Illness, either mental or physical: The duration of the leave is not to extend over two years. The person, on his/her return, shall submit to a physical exam by a medical doctor, and be certified as to his/her fitness to assume his/her duties. If no vacancy occurs upon his/her return, the person will be granted an extension of leave until a vacancy exists. If

the Board, on its initiative, grants a leave for illness, the basis for giving the leave must be established by a medical doctor.

- B. Service in the Armed Forces: Any person who vacates a position to serve in the Armed Forces shall be on leave for duration of the service. If he/she is honorably discharged, he/she shall be reinstated to his/her original contract status at the beginning of the school year following his/her return. Leaves of absence to serve in the Armed Forces shall be considered as experience on the salary schedule.
- C. Maternity: Certified personnel may request an unpaid leave of absence for medical disability related to pregnancy or childbirth. An individual may only request this leave after exhausting her accumulated sick leave. The employee may be required to present a physician's statement documenting her medical disability. The regular duties in the school must be resumed when medically released to do so.
- D. Adoption: An extended leave of absence for maternity when a baby is adopted is also permissible. A leave of absence will be granted without pay up to eight (8) weeks following the adoption. For adoption, the four (4) weeks paid through Article 10, Section B, and the eight (8) weeks unpaid through Article 11, Section D, total twelve (12) weeks required by the Family and Medical Leave Act. At this time, regular duties in the school must be resumed or if additional time is required, it can be granted by the Board of Education.
- E. Education: Leaves for pursuing further education in the person's teaching field shall be for one school year or one semester if a qualified substitute can be obtained. A teacher must return to full duty after the termination of the year or semester or his/her contract status will be lost. The one year leave granted to further a teacher's education shall be considered as experience on the salary schedule.

## ARTICLE 12 – OTHER LEAVES

- A. Personal Leave
  - 1. Each bargaining unit member shall be authorized three (3) days of personal leave without a loss of salary.
  - 2. Such leave shall be considered upon filing the approved personal leave request form to the Superintendent seventy-two (72) hours in advance unless an emergency should arise which requires shorter notice. Approved personal leave days shall not be deducted from sick leave or any other leave.
  - 3. Personal leave days are not applicable on the opening day of classes nor the last day of classes, immediately prior to any holiday vacation, immediately following any holiday vacation, or on inservice days. The Superintendent shall have the authority to waive these restrictions in unavoidable emergency situations at the discretion of the Superintendent.

4. With principal permission, personal leave will be considered on a calamity make-up day during the school year that is prior to, or following, a holiday vacation. The five calamity make up days after the end of the school year would either be disallowed or, with permission of the superintendent, be granted as dock days.

B. Professional Leave

Bargaining unit members may attend professional meetings, conferences, or visitations which provide the opportunity to advance professionally.

1. Bargaining unit members who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.
2. Two (2) types of Professional Leave are available:
  - a. Leave with non-reimbursement for expenses.
  - b. Leave with partial reimbursement for expenses.
3. Leave with non-reimbursement for expenses. The request shall be submitted to the teacher's Principal in writing on the appropriate form at least ten (10) days prior to the requested leave. After consideration, the Principal will determine if the request is to be granted. If approved, no reimbursement for expenses will be considered. Adequate and appropriate lesson plans shall be available to the substitute when professional leave is used.
4. Leave with partial reimbursement for expenses. The request shall be submitted to the Superintendent in writing on the appropriate form at least one (1) week prior to the requested leave. The written request accompanied by any supplemental description of the meeting, conference, or visitation, will be included on the form for the Superintendent's consideration. If approved by the Superintendent and/or Board, the following maximum reimbursements will be made:
  - a. Mileage shall be paid at the current IRS rate.
  - b. Registration Fees - Full amount with full attendance (prorated for partial attendance).
  - c. Lodging - Up to One Hundred Dollars (\$100.00) per day.
  - d. Meals - Up to Forty Dollars (\$40.00) per day.

5. Partial reimbursement requests. These must be submitted (along with receipts) to the Board Treasurer with a written detailed report of the meeting, conference, or visitation within ten (10) days following the professional leave date(s). Requests for expense reimbursement shall not be granted for professional meetings, conferences, or visitations on school calendar dates set for all personnel. Adequate and appropriate lesson plans shall be made available to the substitute when professional leave is used.

C. Assault Leave

1. Any professional staff member who sustains injuries as a result of an unprovoked and unjustified physical assault by any parent, student or other person while in the course of Board employment and while performing professional assigned duties on school grounds or at an official school function may request a temporary special leave of absence to recuperate from the injuries sustained in the assault. If granted, this paid leave shall not be charged against sick leave or personal leave. Assault leave will be granted if the following provisions are fulfilled:
  - a. The staff member must provide a written physician's statement recommending the leave and the approximate duration of the disability.
  - b. The staff member, if requested, shall consent to examination at Board expense by a Board-designated physician at a reasonable time and place; and said physician concurs with the staff member's physician that the staff member is disabled from returning to service.
  - c. The staff member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the staff member and/or the Board.
  - d. The staff member shall apply for Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay such employee the difference between the benefits received and the employee's regular salary.
2. For the duration of the leave, the Board shall continue to pay all fringe benefits as per the Negotiated Agreement.
3. In keeping with the above limitations, an assault leave shall be for no longer than twenty (20) contractual days per occurrence. An extension of leave may be granted upon receipt of an additional letter of recommendation from the physician and approval of the Superintendent and Board.

D. Court Leave

Members of the bargaining unit upon notification to the Superintendent shall be eligible for leave for jury duty and for appearance in court under the following circumstances:

1. The Board shall pay a certificated employee the difference between the certificated employee's regular salary and any remuneration received by the certificated employee for jury duty service. Alternatively, the certificated employee may endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount under his or her contract(s).
2. Certificated employees shall be released from duty, without loss of pay or benefits, for absence due to the certificated employee's compliance with a subpoena to appear in a court of law, provided that: (a) the court appearance is somehow connected with the certificated employee's employment or school activities (for example, where the certificated employee is required to appear as a witness in a lawsuit by a student for personal injuries which occurred in a school activity or where the certificated employee is subpoenaed to be a witness in child custody litigation); and (b) neither the certificated employee nor the Association is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator.
3. Such leave shall not be deducted from the certificated employee's sick leave or personal leave, except that a teacher may use his or her personal leave for an absence required by court subpoena that does not come within the terms of paragraph 2. Personal leave in such circumstances may be used before or after a holiday or vacation period.

E. Family Medical Leave

FMLA shall be granted in accordance with Federal law.

F. Attendance Recognition Pay

The Board and Association agree that the quality of instruction is enhanced by the uninterrupted service of the regular teacher. Therefore, the Board wishes to recognize and reward teachers who have excellent attendance in accordance with the following schedule:

1. A teacher who has not used any sick and personal leave in a school year shall receive additional compensation of Three Hundred Dollars (\$300.00).
2. A teacher who has used only one (1) day or partial day of sick and personal leave in a school year shall receive additional compensation of Two Hundred Dollars (\$200.00).

3. A teacher who has used more than one (1) but not more than two (2) days of sick and personal leave in a school year shall receive additional compensation of One Hundred Twenty-Five Dollars (\$125.00).
4. This incentive compensation shall be paid no later than the second paycheck in August for the prior school year.
5. Fractions of days shall be added accumulatively. When the sum of partial days exceeds a day, the fractional part shall be rounded to the nearest full day for attendance recognition pay purposes.
6. To be eligible for attendance compensation, a teacher must have been employed for the entire school year.

### **ARTICLE 13 – INSURANCE BENEFITS**

- A. Health and Prescription Drug Insurance – Teachers will be provided a health insurance plan in accordance with the benefits prescribed in the Auglaize/Mercer Consortium entitled “PPO Plan.” The Board will contribute an amount toward the premium cost equal to ninety percent (90%) of the single or family PPO Plan, and the employee will pay ten percent (10%) toward the cost of the premium. Employees may choose to enroll in the alternate PPO Plan offered by the Consortium, and the Board will contribute an amount toward the premium cost equal to ninety-five percent (95) of the premium cost of the single or family PPO plan, and the employee will pay five percent (5%) of the cost.
- B. Life Insurance – The Board will provide each full-time teacher with a group term life insurance policy in the amount of Forty Thousand Dollars (\$40,000) effective February 1, 2004.
- C. Dental Insurance – The dental insurance benefit plan in effect through the 2007-2010 school years shall not have lower benefits than have been in effect in the past. In addition, the Board shall provide single plan coverage or family plan coverage at no cost to the full-time teacher.
- D. Purchase of Insurance – A teacher on any extended leave approved by the Board may purchase at no cost to the Board the same insurance programs provided to other teachers. Payment for such insurance programs shall be made monthly in advance.
- E. Cash Incentive to Opt-Out of Insurance Plans
  1. Any full-time employee who is otherwise eligible to subscribe to the school's medical insurance plan but elects not to subscribe shall receive an annual payment equal to ten percent (10%) of the annual family premium of PPO Plan (health and prescription drug premium) for opting-out of the insurance plan with payment to be calculated based upon premiums in effect on August 1st and paid by the following June 30.

2. In order for the employee to be eligible for the cash incentive for opting-out of the insurance plan, he/she must complete the necessary forms as requested by the school and must indicate that he/she is covered by a medical insurance plan elsewhere. Employees who drop coverage for part of a year shall be paid a pro-rata benefit.
3. Any employee eligible for family coverage that chooses single coverage will receive an opt-out incentive equal to ten percent (10%) of the difference in the total single and total family premium paid annually based on the PPO option (health and prescription drug premium). (Total Family Premium - Total Single Premium) X .10 = Incentive Payment.)

F. Insurance Plan Enrollment

In order to be reinstated to the school's medical, dental and prescription drug insurance plan, the employee would normally be eligible only during the Open Enrollment period during the beginning of the school year. In extreme cases such as, but not limited to, death, loss of employment, or divorce when the spouse loses medical coverage, the school employee would be allowed to re-enroll into the school's medical, dental and prescription drug insurance plan as permitted by the school's insurance carrier at times other than the Open Enrollment Period. If an employee or his/her dependents have a pre-existing condition, then the benefits for related expenses will be limited to \$2,000 during the twelve (12) consecutive months following the effective date of coverage. However, if an employee or his/her dependents do not receive treatment for the pre-existing condition for a period of three (3) consecutive months following the effective date of coverage, then this clause is waived. This clause is also waived once the employee or the dependents have been covered for twelve (12) consecutive months under the plan. A pre-existing condition is any illness or injury for which diagnosis, consultation or treatment (including prescribed drugs or medicines) has been received during the three (3) months preceding the effective date of coverage. In such cases of re-enrollment during the school year, employees will have their opt-out benefit pro-rated to the amount of time remaining in the contract.

G. Vision Plan

The Board of Education shall provide Vision Care per employee/family for the duration of the Agreement. Vision care includes exam, lenses and frames, at One Hundred Fifty Dollars (\$150.00) per year reimbursed by the Treasurer.

#### **ARTICLE 14 -- TEACHER SALARY SCHEDULE**

- A. Salaries for 2011-2012, 2012-2013, and 2013-2014 shall be based upon an index salary schedule with a BA-0 base salary of Thirty-Two Thousand Seven Hundred Seventy-Four Dollars (\$32,774). (Complete index and schedule is located at Appendix A).
- B. Teacher Supplemental Salary Schedule  
  
See attached Appendix B.

#### **ARTICLE 15 -- PAYROLL AND DEDUCTIONS**

- A. All bargaining unit members are to be paid on a twenty-six (26) pay period each year. The effective date for placement on the updated salary schedule coincides with the effective date of the teacher contract. Most payroll checks are issued on Fridays. However, when new bargaining unit members are employed for a full school year, the number of pay periods will increase to twenty-seven (27) pays for the new employees' first year to prevent financial hardship.
- B. Members of the bargaining unit may authorize payroll deductions by October 1 of each year for professional dues for their respective designated organizations -- New Bremen Teachers Association, Western Ohio Education Association, Ohio Education Association, and the National Education Association. The dues will be deducted in twenty-two (22) equal payments commencing with the first pay in October.
- C. Members of the bargaining unit may also participate in payroll deductions for optional insurance and political contributions. Federal, State, and Village income taxes will be withheld from payroll checks. A current W-4 Form must be on file in the Treasurer's Office.
- D. All bargaining unit members will have their personal STRS payments deducted in accordance with Board Resolution determining "STRS Board Pickup." This will result in lower State and Federal taxes to be paid by teachers and will be of no additional cost to the Board.
- E. Upon request, tax-sheltered annuity programs will be deducted from the payroll. There must be a minimum of five (5) persons participating in any specified company-sponsored program. All tax-sheltered programs including the "STRS Board Pickup" (described above) will be handled in the same manner for all members of the bargaining unit.

- F. If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedures. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process.
- G. The Board Treasurer is authorized to make deductions and salary adjustments in accordance with the prescribed duties of the office and upon receipt of the proper authorization forms.

#### **ARTICLE 16 -- STRS RETIREMENT PAY (SEVERANCE)**

Any member of the bargaining unit who has no less than ten (10) years service in the New Bremen Local School District and who actually retires and is eligible for retirement benefits under the STRS shall be granted severance pay under the following guidelines:

- A. Calculation for the severance benefit shall be twenty-five percent (25%) of the unused accumulated sick leave not to exceed sixty (60) days.
- B. Severance pay shall be made on a per diem rate at the time of actual retirement (contractual salary excluding supplemental contracts divided by the total number of days in the school calendar).
- C. Payment of severance pay shall be in a lump sum within thirty (30) days after the Board receives notice and written substantiation from the employees that he/she has actually retired and is receiving benefits from STRS.
- D. Such payment shall be made only once to any employee and shall extinguish all accumulated sick leave to the credit of such employee.
- E. For individuals age 55 or older in the year of retirement, the Board shall adopt an accumulated leave plan intended to make severance payments and early retirement incentive cash payments pursuant to Article 17 tax deferred which shall be in full compliance with state and federal law.

#### **ARTICLE 17 -- EARLY RETIREMENT INCENTIVE CASH PAYMENT**

In addition to the provisions in Article 16 - STRS Retirement Pay (Severance), the Board agrees to pay a lump sum cash payment in the amount of Fifteen Thousand Dollars (\$15,000) for full-time equivalent employees who elect to retire within thirty (30) days after the end of the school year in which he/she initially became eligible for retirement under STRS eligibility criteria.

### **ARTICLE 18 -- TEACHER EVALUATION**

- A. Teacher evaluation for limited contract teachers shall be in accordance with O.R.C. §3319.111. Teacher observation and evaluation forms are attached as Appendices F and H. A Pre-Observation Form (Appendix C) and a Post-Observation Form (Appendix E) may be used by the evaluator which shall not be considered part of the statutory evaluation process in O.R.C. §3319.111.
- B. Teacher evaluation for continuing contract teachers shall occur at least once every three (3) years and shall consist of a minimum of one (1) observation and a minimum of one (1) evaluation. A Pre-Observation Form (Appendix C) and a Post-Observation Form (Appendix E) may also be used by the evaluator.

### **ARTICLE 19 -- COMPLAINTS AGAINST TEACHERS**

- A. The Board and Association agree that complaints against teachers will be resolved at the lowest possible level. The complaining person shall first be expected to contact the teacher and attempt to resolve the problem. If the complaining person is unable to resolve the problem with the teacher, he/she should proceed according to the chain of command in the organization by contacting the Principal, the Superintendent, and the Board, if necessary, to resolve the problem. Anonymous complaints concerning problems for which there is no independent verification shall be considered without merit by the Board and Administration.
- B. Prior to a written complaint being entered into an employee's personnel file, the teacher shall be informed of the nature and source of the complaint and shall be given the opportunity to file a written reply to the complaint which shall be filed together in the employee's personnel file.

### **ARTICLE 20 -- PERSONNEL FILES**

- A. The provisions of this section of the contract shall not be construed to limit the rights accorded to a staff member pursuant to O.R.C. Chapter 1347.
- B. A professional staff member shall be notified of the intent of the administration to place in his/her personnel file any material which may be considered critical or complimentary of the conduct, performance, character or personality of the professional staff member and shall be provided the opportunity to read any such material at the time it is placed in such personnel file. The professional staff member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. If the professional staff member refuses to sign, such refusal shall be noted on the material and it may be filed. Signature of the professional staff member shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the professional staff member.

- C. A teacher shall have the right, upon request and with reasonable notice, to review the contents of his/her personnel file and to receive the contents of his/her personnel file and to receive one (1) copy of any item contained therein, exclusive of confidential letter of reference and recommendations.
- D. If an unfavorable statement or notation is in the file, the teacher shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.

#### **ARTICLE 21 -- CLASS SIZE**

An attempt will be made to maintain reasonable class sizes within the financial constraints of the District.

#### **ARTICLE 22 -- ENTRY YEAR PROGRAM**

An entry year program will be implemented in accordance with Ohio law.

#### **ARTICLE 23 -- LPDC COMPENSATION**

Bargaining unit members on the LPDC shall be paid Forty Dollars (\$40.00) per meeting with no limit on the number of meetings.

#### **ARTICLE 24 -- TUITION REIMBURSEMENT**

- A. The Board agrees to pay up to One Hundred Twenty Dollars (\$120.00) per quarter hour or One Hundred Sixty Dollars (\$160.00) per semester hour to full-time teaching employees who successfully complete (grade B or better) graduate courses taken in their current teaching field.
- B. An employee may receive reimbursement for a maximum of nine (9) semester hours or twelve (12) quarter hours per school year under this provision. A certified transcript and a receipt for tuition payments must be submitted to the Board Treasurer to be eligible for tuition reimbursement. In order to receive the proper paperwork and make timely reimbursements, only classes ending by June 30th will be reimbursed for the current year. Classes ending after June 30th will be held until the following September.
- C. An employee must teach in the District the year following the earning of the coursework credit to be eligible to receive tuition reimbursement.

- D. The Board will appropriate for tuition reimbursement purposes a maximum of Eight Thousand Dollars (\$8,000.00). If the amount of valid tuition reimbursement requests exceeds this amount, eligible employees will be reimbursed on a prorated basis computed by dividing the appropriated amount by the total number of credit hours District wide for which reimbursement is requested. Payment will be made during September of the following school year.
- E. The amount of tuition reimbursement shall not exceed the actual cost of the tuition paid by employee for coursework. Additionally, employees who are reimbursed by another agency shall be eligible only for the difference, if any, between reimbursement to which they would be entitled and the amount received from the agency.

#### **ARTICLE 25 - EMPLOYMENT OF RETIREES AS TEACHERS**

- A. Any retired teacher employed by the New Bremen Board of Education will be paid at the five-year experience step for their current educational degree level and may be paid at a higher step at the discretion of the Board.
- B. A retired teacher employed on a part-time basis will be paid a pro-rated salary based on a full workday being seven hours, fifteen minutes.
- C. The retired teacher's contract will be a one-year limited contract automatically expiring at the end of the school year. Said contract shall be exempt from O.R.C. 3319.11 and 3319.111.
- D. The retired teacher will not be eligible for Board-paid fringe benefits other than group term life insurance. However, the retired teacher may purchase the Board's dental and prescription coverages through payroll deduction. In the event that STRS discontinues offering health insurance, the Board shall provide health insurance according to the provisions contained in this Agreement.
- E. Retirement constitutes a break in service to the New Bremen Local Schools for the purpose of severance, service credit, seniority, reduction in force, sick leave, Medicare, etc. However, the retired teacher may again accrue sick leave (starting from 0 days) at the same rate as other teachers. The Board of Education will make STRS employer contributions for the retired teacher in accordance with STRS rules and state law.
- F. A teacher shall be deemed "retired" under this agreement when he or she has been approved for service retirement by the State Teachers Retirement System. Because a teacher may only retire once, a retired teacher who resigns his/her position under this Agreement will not be considered to have retired again, and is therefore not eligible for further severance pay.

- G. An active teacher who is not yet retired will not be expected to give up any of his/her severance pay, including any Retirement at Initial Eligibility supplemental severance for which he/she would otherwise be eligible, in order to be eligible for reemployment as a retired teacher under this Article.

### **ARTICLE 26 -- NONRENEWAL**

A. Nonrenewal of Limited Teaching Contracts for Probationary Employees who have been Employed for Five (5) Years or Less

1. Limited contract teachers who have been employed for five (5) or fewer years, and who were employed by the Board on or after July 1, 2011, shall be notified in writing by the Superintendent by April 10 that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session, with representation. Teachers whose contracts are nonrenewed shall receive written notice from the Board not later than April 30.
2. This nonrenewal procedure for teachers who have been employed for five (5) or fewer years supersedes all provisions of O.R.C. 3319.11 and O.R.C. 3319.111, and such teacher shall have no right to challenge said nonrenewal pursuant to O.R.C. 3319.11 or 3319.111.
3. This Article is in effect for contract years 2011-2012, 2012-2013, and 2013-2014.

B. Nonrenewal of Other Teachers

Nonrenewal of all other teachers not covered by Section A above shall be in accordance with O.R.C. §3319.11.

### **ARTICLE 27 -- EARLY RESIGNATION**

Any member of the bargaining unit who submits their unconditional resignation on or before February 1 for a resignation effective after the end of the school year, but before the start of the next school year, shall receive a Five Hundred Dollar (\$500.00) lump sum payment to be paid within thirty (30) days after the Board has voted to accept the resignation.

**ARTICLE 28 -- DURATION AND INTENT OF AGREEMENT**

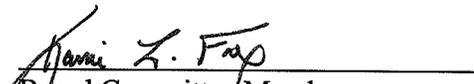
- A. This Agreement between the Board and the Association shall be in effect from July 1, 2011, through June 30, 2014, at which time it shall expire.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the rights and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.
- C. In witness thereof, we, the undersigned representatives of the New Bremen Local School District Board of Education and the New Bremen Teachers Association, its officers and members, have hereunto set our hands.

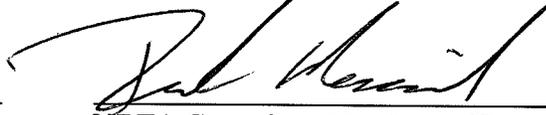
New Bremen Local School District  
Board of Education

New Bremen Teachers Association

  
Board President

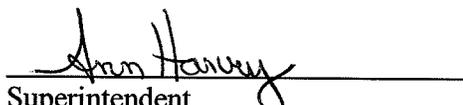
  
NBTA President

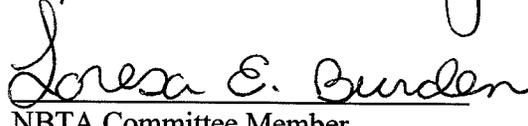
  
Board Committee Member

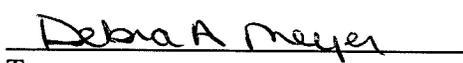
  
NBTA Committee Member

\_\_\_\_\_  
Board Committee Member

  
NBTA Committee Member

  
Superintendent

  
NBTA Committee Member

  
Treasurer

4/27/11  
Date approved by Board of Education

4/26/11  
Date approved by N.B.T.A.

**NEW BREMEN LOCAL SCHOOL DISTRICT  
2011-2014 CERTIFICATED SALARY SCHEDULE**

Step	Non-Degree	Bachelors	150 Hours	Masters	Masters + 15
0	<b>\$27,334</b>	<b>\$32,774</b>	<b>\$34,019</b>	<b>\$35,789</b>	<b>\$36,707</b>
	0.834	1.000	1.038	1.092	1.120
1	<b>\$28,448</b>	<b>\$34,085</b>	<b>\$35,494</b>	<b>\$37,428</b>	<b>\$38,346</b>
	0.868	1.040	1.083	1.142	1.170
2	<b>\$29,562</b>	<b>\$35,396</b>	<b>\$36,969</b>	<b>\$39,067</b>	<b>\$39,984</b>
	0.902	1.080	1.128	1.192	1.220
3	<b>\$30,676</b>	<b>\$36,707</b>	<b>\$38,444</b>	<b>\$40,705</b>	<b>\$41,623</b>
	0.936	1.120	1.173	1.242	1.270
4	<b>\$31,791</b>	<b>\$38,018</b>	<b>\$39,919</b>	<b>\$42,344</b>	<b>\$43,262</b>
	0.970	1.160	1.218	1.292	1.320
5	<b>\$32,905</b>	<b>\$39,329</b>	<b>\$41,394</b>	<b>\$43,983</b>	<b>\$44,900</b>
	1.004	1.200	1.263	1.342	1.370
6	<b>\$32,905</b>	<b>\$40,640</b>	<b>\$42,868</b>	<b>\$45,621</b>	<b>\$46,539</b>
	1.004	1.240	1.308	1.392	1.420
7	<b>\$32,905</b>	<b>\$41,951</b>	<b>\$44,343</b>	<b>\$47,260</b>	<b>\$48,178</b>
	1.004	1.280	1.353	1.442	1.470
8	<b>\$32,905</b>	<b>\$43,262</b>	<b>\$45,818</b>	<b>\$48,899</b>	<b>\$49,816</b>
	1.004	1.320	1.398	1.492	1.520
9	<b>\$32,905</b>	<b>\$44,573</b>	<b>\$47,293</b>	<b>\$50,538</b>	<b>\$51,455</b>
	1.004	1.360	1.443	1.542	1.570
10	<b>\$32,905</b>	<b>\$45,884</b>	<b>\$48,768</b>	<b>\$52,176</b>	<b>\$53,094</b>
	1.004	1.400	1.488	1.592	1.620
11	<b>\$32,905</b>	<b>\$47,195</b>	<b>\$50,243</b>	<b>\$53,815</b>	<b>\$54,733</b>
	1.004	1.440	1.533	1.642	1.670
12	<b>\$32,905</b>	<b>\$48,506</b>	<b>\$51,717</b>	<b>\$55,454</b>	<b>\$56,371</b>
	1.004	1.480	1.578	1.692	1.720
13	<b>\$32,905</b>	<b>\$49,816</b>	<b>\$53,192</b>	<b>\$57,092</b>	<b>\$58,010</b>
	1.004	1.520	1.623	1.742	1.770
15	<b>\$32,905</b>	<b>\$51,127</b>	<b>\$54,667</b>	<b>\$58,731</b>	<b>\$59,649</b>
	1.004	1.560	1.668	1.792	1.820
17	<b>\$32,905</b>	<b>\$52,438</b>	<b>\$56,142</b>	<b>\$60,370</b>	<b>\$61,287</b>
	1.004	1.600	1.713	1.842	1.870
19	<b>\$32,905</b>	<b>\$53,749</b>	<b>\$57,617</b>	<b>\$62,008</b>	<b>\$62,926</b>
	1.004	1.640	1.758	1.892	1.920
21	<b>\$32,905</b>	<b>\$55,060</b>	<b>\$59,092</b>	<b>\$63,647</b>	<b>\$64,565</b>
	1.004	1.680	1.803	1.942	1.970
25	<b>\$32,905</b>	<b>\$55,060</b>	<b>\$59,092</b>	<b>\$65,286</b>	<b>\$66,203</b>
	1.004	1.680	1.803	1.992	2.020
28	<b>\$32,905</b>	<b>\$55,060</b>	<b>\$59,092</b>	<b>\$66,925</b>	<b>\$67,842</b>
	1.004	1.680	1.803	2.042	2.070

**NEW BREMEN LOCAL SCHOOL DISTRICT  
COACHING AND NONCOACHING SUPPLEMENTAL SALARY SCHEDULE**

<u>Level</u>	<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
I	Athletic Director	17.5%	18.5%	19.5%
II	Head Football Head Basketball	15.0%	16.0%	17.0%
III	Head Volleyball Assistant Football Assistant Basketball Head Track Head Baseball Head Softball Music Department Assistant	10.0%	11.0%	12.0%
IV	Assistant Volleyball Head J.H. Football Head Golf Head Cross Country Weight Room Supervisor	7.0%	8.0%	9.0%
V	J.H. Volleyball Assistant J.H. Football Varsity Assistant Boys Basketball Varsity Assistant Girls Basketball Grade 9 Basketball Grade 8 Basketball Grade 7 Basketball Assistant H.S. Track J.H. Track Assistant Baseball Ticket Manager Yearbook Production Assistant Cross Country Grade 9 Volleyball Co Swim Assistant Golf	5.0%	6.0%	7.0%
VI	Assistant J.H. Volleyball H.S. Cheerleading Advisor Assistant J.H. Track	4.0%	5.0%	6.0%

Appendix B (Cont'd)

VIII	J.H. Cheerleading Advisor Drama Play Advisor (Each) Newspaper Advisor Scholastic Team Advisor Summer School Instructor (PE) Marching Band Front Advisor IAT Chairperson Auditorium Manager	3.0%	3.5%	4.0%
IX	Yearbook – Business IAT Team Members Class Advisor – Grade 12 Class Advisor – Grade 11 Power of Pen Advisor	2.0%	2.0%	2.0%
X	Student Council Advisors A-V Coordinator National Honor Society Advisor Drama Play Production Elementary Music Programs Project Ease Coordinator District Leadership Team	1.5%	1.5%	1.5%
XI	Class Advisor – Grade 10 Class Advisor – Grade 9 Spanish Club Advisor Science Club Advisor Solo and Ensemble Scholastic Team Advisor Math Counts Advisor	1.0%	1.0%	1.0%
XII	Power of the Pen Assessor STEM Fair Coordinator	0.5%	0.5%	0.5%
XIII	Title I Coach/Mentor Teacher	\$3,480.00	\$3,480.00	\$3,480.00
XIV	HS Volleyball Facility Coordinator	\$550.00	\$550.00	\$550.00
XV	HS Girls Basketball Facility Coordinator HS Boys Basketball Facility Coordinator	\$500.00	\$500.00	\$500.00
XVI	HS Football Facility Coordinator	\$400.00	\$400.00	\$400.00
XVII	HS Softball & Baseball Facility Coordinator JH Volleyball Facility Coordinator JH Girls Basketball Facility Coordinator JH Boys Basketball Facility Coordinator	\$300.00	\$300.00	\$300.00
XVIII	JH Football Facility Coordinator	\$250.00	\$250.00	\$250.00
XIX	HS Track Facility Coordinator JH Track Facility Coordinator	\$100.00	\$100.00	\$100.00
XX	Race to the Top Transformation Team	\$666.00	\$666.00	\$666.00
XXI	STEM Camp	\$350.00	\$350.00	\$350.00

All percentages are applied to the BA-0 base salary.

**SUPPLEMENTAL LONGEVITY INCENTIVE**

1. After each five (5) years of local service in a particular sport as a head coach, an individual will receive an additional One Hundred Dollars (\$100.00) applied to his/her regular salary figure. Maximum increment from such source is limited to Three Hundred Dollars (\$300.00).
2. After each five (5) years of local service in a particular sport as an assistant or Middle School coach, an individual will receive an additional Fifty Dollars (\$50.00) applied to his/her regular salary amount. Maximum additional increment from such source is limited to One Hundred Fifty Dollars (\$150.00).
3. Years of service credit will be granted to those who currently hold a position during the 2006-2007 school year.

**TOURNAMENT SUPPLEMENTAL SALARY INCENTIVE**

1. Head Coaches in the following sports shall receive an additional \$200 for each level of tournament play participated in, beginning at the District level, following by the Regional and State appearance. Those sports include: Volleyball, Baseball, Softball, Swimming and Basketball.
  - a. Each paid assistant coach that participates in all games and practices in the above mentioned sports will receive \$100 per tournament level.
2. The Head Football Coach shall receive \$200 for each week the team qualified to play in a playoff game.
  - a. Each High School Paid assistant coach shall receive \$100 for each week the team qualifies for a playoff game.
3. The Heat coaches and paid assistant coaches of the following sports: Golf, Track and Cross Country shall receive \$100 for each tournament level reached beyond the first tournament level.
  - a. If less than five (5) athletes participate in a tournament in the above mentioned sports than the amounts listed above will be cut by one-half.
4. The Marching Band Director and paid assistant shall receive \$100 for every week the band participates at a playoff football game.
5. The Marching Band Director, paid Assistant Band Director and Concert Band Director shall receive \$150 if the bands qualify for and participate in state competition.

Appendix B (Cont'd)

6. The Concert Choir Director shall receive \$150 if the choir qualifies for and participates in state competition.
7. The Cheerleading Advisor shall receive \$100 for each playoff football game the cheerleaders participate in and \$100 for each level of varsity basketball tournament play beyond the sectional level.

**NEW BREMEN LOCAL SCHOOL DISTRICT  
PRE-OBSERVATION FORM**

Name: \_\_\_\_\_ Date Lesson will be Presented \_\_\_\_\_

Grade Level/Subjects: \_\_\_\_\_ Time(s) Lesson will be Presented \_\_\_\_\_

---

Please respond, to the following questions.

1. Describe the students in this class, include those with special needs.
2. What state standards will be covered during the lesson?
3. How do you plan to engage students in the content?
4. Do you plan to use differentiated instruction?
5. What instructional materials or other resources will you use?
6. How do you plan to assess student achievement of the goals? How do you plan to make use of the results of the assessment? (Attach any tests or performance tasks, with accompanying scoring guides or rubrics)
7. Is there anything specific that you would like the observer to focus on during the observation?

Teacher Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NEW BREMEN LOCAL SCHOOL DISTRICT  
TEACHER OBSERVATION FORM**

Teacher: _____	
Evaluator: _____	
Grade/Subject: _____	
Observation Date: _____	
Starting Time: _____	Ending Time: _____

Instructions: Please rate the teacher's performance on the 19 criteria for which you have appropriate data. Refrain from scoring criteria for which you do not have appropriate data.

This evaluation tool is based on The Praxis Assessment.

S = meets district expectations N = needs improvement U = performs below district expectations NO = not observed NA = not applicable
--

Administration fills out

DOMAIN A		<u>Rating</u>
<u>Organizing Content Knowledge for Student Learning</u>		
1a	Becoming familiar with relevant aspects of students' background knowledge and experiences	_____
2a	Articulating clear learning goals for the lesson that are appropriate to the students	_____
3a	Demonstrating and understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future	_____
4a	Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson	_____
5a	Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson	_____

DOMAIN B			
<u>Creating an Environment for Student Learning</u>		<u>Rating</u>	
1b	Creating a climate that promotes fairness	_____	
2b	Establishing and maintaining rapport with students	_____	
3b	Communicating challenging learning expectations to each student	_____	
4b	Establishing and maintaining consistent standards of classroom behavior	_____	
5b	Making the physical environment as safe and conducive to learning as possible	_____	

Administration fills out

DOMAIN C			
<u>Teaching for Student Learning</u>		<u>Rating</u>	
1c	Making learning goals and instructional procedures clear to students	_____	
2c	Making content comprehensible to students	_____	
3c	Encouraging students to extend their thinking	_____	
4c	Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands.	_____	
5c	Using instructional time effectively	_____	

DOMAIN D  
Teaching Professionalism

Rating

- 1d Reflecting on the extent to which the learning goals were met. \_\_\_\_\_
- 2d Demonstrating a sense of efficacy \_\_\_\_\_
- 3d Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students \_\_\_\_\_
- 4d Communicating with parents or guardians about student learning \_\_\_\_\_


\_\_\_\_\_  
 Teacher Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Administrator Signature

\_\_\_\_\_  
 Date

**NEW BREMEN LOCAL SCHOOL DISTRICT  
POST-OBSERVATION FORM**

Teacher Name: \_\_\_\_\_ Date of Observation: \_\_\_\_\_

Grade Level/Subject: \_\_\_\_\_

1. As you reflect on the lesson, were the students actively engaged?

2. Were the instructional standards met?

3. Were the following effective for the lesson? Yes/No

Teaching Methods \_\_\_\_\_

Activities \_\_\_\_\_

Materials \_\_\_\_\_

4. How was the lesson assessed?

What will you do with the assessment results?

5. Would you do anything differently during the lesson?

**Additional Items for Discussion**

1. How do you collaborate with other teachers?

2. Give examples of how you differentiate instruction.

3. How and why do you communicate with parents?

6. Comments:

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The signature of the teacher does not indicate agreement with the ratings or comments, but rather that she/he received a copy of this form. (additional pages may be added)

**NEW BREMEN LOCAL SCHOOL DISTRICT  
SUMMARY EVALUATION REPORT FORM**

Teacher: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Summary statement/recommendations of evaluator:

Teacher's comments:

Are you involved in any of the following:  
School or district projects \_\_\_\_\_  
Extra duty assignments \_\_\_\_\_

Appendix F (Cont'd)

Professional development activities \_\_\_\_\_

Employment Recommendation:                      Renewal                      Non-renewal

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The signature of the teacher does not indicate agreement with the ratings or comments, but rather that she/he received a copy of this form. (additional pages may be added)

NEW BREMEN LOCAL SCHOOL DISTRICT  
GRIEVANCE FORM - LEVEL \_\_\_\_

Name \_\_\_\_\_ Building \_\_\_\_\_

Specific item alleged violated, misinterpreted, and/or misapplied:

\_\_\_\_\_  
\_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Aggrieved \_\_\_\_\_

Date Filed at this Level \_\_\_\_\_

Disposition Rendered: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Person Rendering Disposition \_\_\_\_\_

Date \_\_\_\_\_

(Attach additional pages as necessary to complete any section)