

NEGOTIATIONS AGREEMENT

BETWEEN

NEW RIEGEL EDUCATION ASSOCIATION

AND

NEW RIEGEL LOCAL BOARD OF EDUCATION

July 1, 2022 through June 30, 2025

TABLE OF CONTENTS

PART I. NEGOTIATIONS PROCEDURE

A.	Recognition.....	1
B.	General Conditions	1
C.	Negotiating Teams.....	2
D.	Observers	2
E.	Recorder	2
F.	Consultants.....	2
G.	Negotiations Meetings	2
H.	Caucuses.....	2
I.	Exchange of Information	3
J.	Progress Reports or Public Statements	3
K.	Agreement	3
L.	Disagreement	3
M.	No Strike Pledge	4
N.	Cost of Master Agreement	4
O.	Severability	4
P.	Glossary.....	4

PART II. PROFESSIONAL STATUS

A.	Meetings	5
B.	Professional Meetings.....	5
C.	Conference Periods	5
D.	Lunch Period.....	6
E.	Non-Teaching Duties	6
F.	School Day	7
G.	School Year	7
H.	School Calendar	7
I.	Teacher Files	7
J.	Complaints Against Teachers	8
K.	Staff Reduction Policy.....	9
L.	Vacancies/Transfers	11
M.	Class Size and Load.....	11
N.	Local Professional Development Committee (LPDC)	12
O.	Resident Educator Program.....	15
P.	Evaluation	16
Q.	Teacher Contract	21
R.	Job Descriptions	22
S.	Discipline	22
T.	Non-Renewal	23
U.	Three (3) Hour Delays	24
V.	College Credit Plus	24
W.	Admission to Extra-Curricular Events	24

PART III. SALARY AND FRINGE BENEFITS

A. Insurances24
B. Salary.....30
C. Severance Pay31
D. STRS Pick-Up.....32
E. Extracurricular Salary Schedule.....32
F. Senior Class Trip Chaperons.....34
G. Tuition Reimbursement.....35
H. Children of Non-Resident, Full-Time Teachers to Attend School
 Tuition Free.....36
I. Special Education Meetings.....36
J. Employment of Retirees.....36

PART IV. LEAVES

A. Sick Leave37
B. Personal Leave.....38
C. Absence Without Leave (Dock Days)39
D. Release Days for Special Education Teachers.....39
E. Maternity/Paternity/Adoption Leave39
F. Military Leave.....40
G. Continuing Education.....40
H. Pool for Catastrophic Illness/Injury40

PART V. GRIEVANCE PROCEDURE

A. Purpose42
B. Definitions42
C. Procedure42
D. Level One - Informal42
E. Level Two - Formal43
F. Level Three.....43
G. Level Four.....43
H. Level Five44
I. Rights of Parties44

PART VI. LABOR MANAGEMENT COMMITTEE (LMC)45

DURATION OF AGREEMENT46

APPENDIX A – Salary Schedules.....47

APPENDIX B – Extracurricular Salary Schedule.....50

APPENDIX C – Grievance Form52

APPENDIX D– Tuition Reimbursement Form54

PART I. NEGOTIATIONS PROCEDURE

A. Recognition

The New Riegel Board of Education, hereinafter referred to as the “Board” recognizes the New Riegel Education Association (NREA), hereinafter referred the “Association”, an affiliate of the Ohio Education Association (OEA), the National Education Association (NEA) and the Northwestern Ohio Education Association (NWOEA) as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code (ORC), for all regular full-time and part-time certificated personnel (exclusive of administrators).

B. General Conditions

1. No statement herein, in the “Negotiations Agreement”, or in the “Grievance Procedure” is retroactive unless so stated in that statement.
2. A site shall be selected for negotiations by mutual agreement.
3. A written request to begin negotiations may be sent by the official representative of either party to begin the negotiations process. The notice shall be sent no later than March 30 in the year in which the Collective Bargaining Agreement expires.
4. Within five (5) days of a request to begin negotiations, a date, determined by mutual agreement, shall be set for the first meeting.
5. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining.
6. Questions involving the Negotiations Agreement shall be considered first.
7. At the first negotiations session both parties shall submit in writing proposals in sufficient detail as to clearly indicate the specific changes each wants to make in the negotiated contract. After this initial meeting no new issue(s) shall be submitted unless mutually agreed to by both parties.
8. Once all items for negotiations have been considered and dispensed with, the Negotiations Agreement will be ratified by the majority vote of the membership of the Association and signed by the Association president and the chairman of the negotiations committee of the Association, and then will be adopted by the Board and signed by the Board President.
9. After the Board has ratified the agreement, it will be made part of the minutes of the Board.

C. Negotiating Teams

1. The negotiation teams may consist of no more than six (6) active participants.
2. The chairman of each team is continuous and controls who may speak for his team. Each team shall furnish its own clerical help and their notes shall be private.

D. Observers

1. The Association and the Board are each entitled to three (3) observers at any negotiations session. Observers may be changed from meeting to meeting.
2. Observers may serve as recorders or note-takers.
3. Observers may not speak during negotiations but may participate in caucus.

E. Recorder

The recorder from each team has the responsibility of keeping a separate record of all tentative agreements, tabled agreements, dates of meetings, times of meetings, and other items that must be mutually agreeable and to secure the initials of the chairman of both negotiating teams on each such item. This record should be kept separate from private notes or minutes prepared by a team.

F. Consultants

1. Consultants must be included as either team members or observers if they are to be permitted to enter the negotiations room.
2. Expenses for consultant services will be borne by the teams requesting such service.

G. Negotiations Meetings

1. Meetings shall not be held during the school day.
2. Meetings will be held at the regularly designated site unless a change is agreeable to the Board and the Association teams.
3. At the beginning of each meeting, the time and date of the next meeting shall be set, each team's recorder should have this time and date initialed by the chairman of the other team.
4. Meeting length will be limited to three (3) hours unless extension is agreed upon by both sides.

H. Caucuses

1. Caucus may be called at any time by chairman of either team.

2. Caucus will be limited to twenty (20) minutes unless a ten (10) minute extension is agreed upon by both teams.
3. Caucus time shall be included in the time limit for negotiations meetings.

I. Exchange of Information

Upon reasonable request, the Superintendent shall make available to the Association such information as is pertinent to the issues under negotiation; provided, however, that nothing herein shall require the Superintendent to make available to said Association any confidential information or reports expressly compiled for the use of the Board or its negotiators.

J. Progress Reports or Public Statements

Progress reports, public statements, or news releases may be issued during negotiations provided both teams approve.

K. Agreement

1. All items agreed upon shall be considered tentative until the entire negotiations procedure is complete, and the final agreement is ratified by the Association and the Board.
2. As tentative agreement is reached on individual items discussed, the item should be reduced to writing immediately and initialed by the chairman of each team.
3. Each recorder should be responsible for securing the initials of the Association team and the Board team.
4. If complete agreement cannot be arrived at on an item under discussion, it may be tabled until the next meeting if both teams agree. Such an item should be reduced to writing up to the point of disagreement and including the disagreement and the recorder shall mark tabled on the item and secure the initials of both teams beside that item.

L. Disagreement

During negotiations, if the parties jointly declare impasse, the services of a mediator through the Federal Mediation and Conciliation Service (FMCS) may be requested. Such request may come from either party and shall be considered a joint request.

The mediation period shall terminate at the expiration of this Agreement unless mutually extended to a subsequent date.

At such time as mediation is terminated, the Association retains all rights under Section 4117.14(D)(2) of the Ohio Revised Code.

M. No Strike Pledge

1. In consideration of the rights and privileges extended to the Association through this instrument, the Association promises that none of their members shall approve of or participate in a local strike during the term of this contract.
2. If a local strike occurs, during the term of this contract, all provisions of this document, the Negotiations Agreement, and the Grievance Procedure shall thereupon be terminated.

N. Cost of Master Agreement

The copies of the Master Agreement shall be prepared by the Association, i.e., the Association shall notify SERB, revise the agreement, and type the contract. The Board shall pay the cost of the paper used.

O. Severability

Except as otherwise set forth in Section 4117.10 of the Ohio Revised Code, this Agreement governs the terms and conditions of employment for all bargaining unit employees. If, during the term of this Agreement, a change occurs in Ohio or federal law that invalidates a provision of this Agreement or that requires the Board of Education to develop a policy that affects the terms and conditions of employment for bargaining unit employees, the parties will meet and bargain with respect to any needed change within sixty (60) days by demand of either party. In any case, all provisions of this Agreement that were not affected will remain in force and effect.

P. Glossary

The glossary shall be considered an integral part of the document as to explanation of terms.

GLOSSARY

Active Participant -- Member of team who may speak at permission of the chairman of their team.

Administration -- The Local Superintendent, the Elementary Principal, the High School Principal - either as a group or as individuals.

Chairman -- Individual in charge of team, controls who may speak for his group and requests caucuses.

Consultant -- Helper.

Document Governing -- A set of ground rules used as a basis for discussion.

Local Strike -- Any action called by the Association in the form of contractual services directed toward the New Riegel Local Schools.

Negotiations Agreement -- A written agreement between the Board and the Association concerning Remuneration and Working Conditions.

Observer -- An individual admitted to the negotiations session with observation and note taking privileges only.

Ratification -- Acceptance by majority vote of the Board or Association.

Recorder -- The record keeper for the negotiating team.

Tabled Item -- An item, which is written, up to the point of disagreement and held for further discussion until the next meeting. This is usually done to prevent one (1) item from taking up too much time and bogging down the meeting.

Teacher -- Any person with a teaching certificate other than the Local Superintendent, Elementary Principal, or High School Principal.

Team -- Group of individuals representing the Association or the Board.

Tentative Agreement -- Agreement reached on the item remains tentative until the entire Document, Grievance Procedure, or Agreement is ratified.

PART II. PROFESSIONAL STATUS

A. Meetings

All teachers assigned to a school building will not be required to attend more than one (1) staff meeting per month called by the principal. An agenda will be provided to teachers in advance of the meeting. The monthly staff meeting shall not exceed sixty (60) minutes.

B. Professional Meetings

All release time and expenses relative to professional meetings must be approved by the Superintendent in advance of said meeting and a request for consideration of released time or expense money for meeting attendance must be submitted five (5) calendar days or three (3) school days before the event. The Board of Education will pay registration costs, mileage, and up to one hundred dollars (\$100) per day for other approved expenses.

C. Conference Periods

1. Conference Period - High School

Each teacher who teaches at least half time in the high school building shall have a continuous planning/conference period each day. A teacher may agree to substitute only during his/her planning/conference period for another classroom teacher, he/she shall be compensated at the rate of twenty dollars (\$20) per period, if no substitute can be found for an absent employee for one-half (1/2) day or more. This compensation shall be included in the teacher's regular paycheck for that time period. Teachers shall be required to keep accurate time sheets anytime they agree to substitute during their conference/planning period. Teachers in the high school area will be

approached to substitute first before any other school employee(s) is/are asked to substitute by period. Teachers asked to combine classes, when subs are not available will be paid at the substitute rate of twenty dollars (\$20) per period.

2. Conference Period - Elementary School

Each teacher who teaches at least half time in the elementary building shall have a continuous conference/planning period during the student day. The total conference/planning time shall total no less than two hundred (200) minutes per week. Should a teacher agree to substitute during his/her conference/planning period for another classroom teacher, he/she shall be compensated at the rate of twenty dollars (\$20) per period, if no substitute can be found for an absent employee for one-half (1/2) day or more. This compensation shall be included in the teacher's regular paycheck for that time period. Teachers shall be required to keep accurate time sheets anytime they agree to substitute during their conference period. Teachers in the elementary area will be approached to substitute first before any other school employee(s) is/are asked to substitute by period. Teachers asked to combine classes, when subs are not available will be paid at the substitute rate of twenty dollars (\$20) per period.

3. Conference Period

Each teacher who teaches in both the high school area and elementary area shall have a conference/planning time during the school day. Said conference/planning time shall be arranged as in 1 or 2 above.

4. Each teacher who is required to attend IEP, RTI, ETR or other student conferences during conference/planning period, shall be compensated at the rate of fifteen dollars (\$15) per period.

D. Lunch Period

Each teacher shall have an uninterrupted 30-minute lunch period each school day, which shall not be infringed upon. Teachers may spend the above-described lunch period off of the school premises after making proper notification to their building offices.

E. Non-Teaching Duties

Non-teaching or Extracurricular duties will be compensated for as per the salary schedule. Teachers should not be forced to do extra duties such as act as door guard, ticket taker, etc., but a teacher may donate time for such activities. Teachers shall be compensated for after school academic events at fifteen dollars (\$15) an hour. This includes elementary music program, math related events, literacy related events, with pre-approval from administration.

F. School Day

The teacher's contractual day shall not be longer than seven (7) hours and twenty (20) minutes. The day will begin at 7:45 a.m. and end at 3:05 p.m.

Any change in the number of hours, which constitute the school day, shall be negotiated with the New Riegel Education Association. The time the teachers' contractual day shall begin and end shall be established by the Board and Administration, but shall not exceed the seven (7) hour and twenty (20) minute contractual day. On a voluntary basis, teachers will also be available beyond this time for conferences with parents, administrators, or students.

G. School Year

The school year for teachers shall be one hundred eighty-four (184) days.

One (1) professional development day to be used in accordance with the guidelines outlined on the 184th day Professional Development Day Form. The Superintendent shall consult with teachers through the calendar committee on the scheduling of professional development.

If the district loses more than seven (7) days of instruction due to weather and emergency closure, days will be made up as follows: one (1) day will be made up on Martin Luther King Jr. Day; the next make up day will be Presidents' Day; any other make up days may be added as work days during summer break. The days will be completed from the first day of summer break up to the day prior to the first work day of the following school year. The work day form must be completed on the day worked and turned in to administration at 3:00 p.m.

H. School Calendar

By January 1 of each school year a calendar committee composed of two (2) teachers and two (2) administrators will meet to develop a calendar for recommendation for the succeeding school year, which will be consistent with the work year provision. The Board shall have the final approval of the calendar.

I. Teacher Files

1. The Board of Education agrees to maintain only one (1) personnel file to be housed in the Superintendent's office.
2. Any information being added to a teachers personnel file will require written notification to the teacher. Only the Superintendent may place information in the personnel file. Any anonymous material or documents shall not be placed into a teacher's personnel file.
3. If the teacher disputes the accuracy, relevance, timeliness, or completeness of information on him or her maintained in said file, he or she may request that the Board investigate the current status of the information within a reasonable time of receiving the request. The Board must make a

reasonable investigation to determine if the disputed information applies with the provision of law.

4. Said teacher shall have the right to add rebuttal or request a hearing with the Board of Education on any material in his/her file that he/she deems incorrect or incomplete.
5. The Board further agrees that any teacher will have full and complete access to any file being maintained on said teacher.
6. Any teacher may place pertinent documentation in his/her file by requesting the Superintendent to do so as stipulated in 2.
7. If a teacher wishes to see his/her personnel file, he/she must have it presented to him/her by the Superintendent or the Superintendent's designee and the Superintendent or designee must be present the entire time the teacher is viewing his/her file. The time limit for viewing such file would be one-half (1/2) hour unless a longer time is agreeable to the teacher and the Superintendent. A teacher or Association representative (with written permission of the teacher) shall be allowed to copy personnel file materials at no cost to the teacher or Association representative.
8. A teacher shall petition the Superintendent to have any items (including disciplinary materials) removed from their personnel file. If the request for expungement is denied, the teacher may re-petition the Superintendent after one (1) year has elapsed. There shall be no record of any expungement of the personnel file. Items being petitioned for expungement must have been in the teacher's personnel file for at least two (2) years. Written reprimands shall be removed from the employee's file after two (2) years and suspensions shall be removed from the employee's file after three (3) years, except for safety violations, legal violations, and misconduct involving student well-being, which shall remain indefinitely.

J. Complaints Against Teachers

Communication between the Community and the School ideally should be such that most complaints may be resolved through personal conferences at the School level. Various avenues of contact between teacher, pupil, parent, principal and other appropriate staff personnel should be pursued before using the formal procedures outlined below. The following process shall not be used when allegations involve legal or criminal violations or allegations of misconduct towards a student, such as abuse or discrimination. Such allegations shall be investigated in accordance with board policy and in conjunction with the authorities, consistent with principles of due process.

Process

1. The Complainant shall be given a copy of this Part II, Section J and be told that there are contractual requirements for the District to follow.

2. If such conferences do not lead to understanding and resolution of problems involved, a parent may pursue further action by submitting a complaint against a teacher, which must be submitted in writing to the principal of the school. The principal shall give a copy to the teacher. Likewise, the teacher may request in writing to the principal that such a written complaint must be filed or the matter shall be considered closed. The principal shall give a copy to the parent.
3. After a written complaint is filed, if requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant will be arranged as soon as possible to discuss the complaint.
4. If it is not resolved at that level to the satisfaction of the Complainant, the Complainant may appeal to the Superintendent.
5. If it is still unresolved to the satisfaction of the Complainant, the Complainant may appeal to the Board of Education.

General Provisions

1. In each of the steps above, a teacher may request and be accompanied by counsel and/or representative of his/her choosing. Conferences regarding such complaints shall be private.
2. At no time will the Board take action against a teacher based upon a parental complaint unless this procedure has been followed.
3. Before a parent or citizen complaint against a teacher becomes a matter of written record, the administrator shall investigate the complaint and follow the process of this Part II, Section I. The process will include giving the teacher the opportunity to know the identity of the complainant and explain his or her actions or to respond to the complaint before it becomes a matter of written record.
4. If a Board member receives a complaint from the public or a parent, the Board member will refer the complainant to the appropriate administrator.

K. Staff Reduction Policy

The Board may make a reasonable reduction in force (RIF) by reason of decreased enrollment of pupils, return to duty of regular teachers after Board approved leaves of absence, by reason of suspension of schools or territorial changes affecting the district, or financial reasons. Such reduction shall only be made by suspending contracts.

1. If the Board is contemplating the reduction of any teachers, it will notify the Association in writing no later than April 10 during the year the RIF is to be implemented.

Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action.

2. Any teacher who is to be laid off will be so notified in writing no later than April 20 of the year of implementation. Such notice will include the proposed time schedule and the reasons for the proposed action.
3. Seniority will be computed from a teacher's most recent date of continuous hire by the Board and will begin to accrue as of his/her first day of actual service. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence, but such time will not be counted in computing seniority. Preference will be given to tenured teachers in calculating seniority. If teachers have the same length of continuous service, seniority shall be determined by:
 - a. the date of the Board of Education meeting at which the teacher was hired, and then by,
 - b. the date the teacher submitted a completed job application.
4. On or about September 30 of each school year, the Superintendent will provide the Association with a list showing the seniority in area(s) of certification of each teacher employed by the Board and will notify the Association of any changes in said list.
5. Should a reduction in force be necessary, teachers will be laid off in accordance with ORC Section 3319.17.
6. If a vacancy occurs, laid off teachers who are certified for that position shall be recalled, teachers with continuing contracts given preference. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.
7. Notice of recall shall be sent by certified mail to the last address given to the Board of Education by the teacher. A copy of the recall notice shall be given or mailed to the Association President. If a teacher fails to respond within fifteen (15) days, excluding Saturdays, Sundays, and Holidays after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
8. While on layoff, a teacher will have the option to remain an active participant in fringe benefit programs by contributing one hundred percent (100%) of the actual cost of such fringe benefits.
9. Restoration rights for teachers whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue for three (3) years.

L. Vacancies/Transfers

1. Vacancies

All vacancies (teaching, administrative, and supplemental) that occur prior to the end of each school year shall be sent to the Association President and staff by school email. When school is not in session, postings will be sent via e-mail.

Current teachers interested in posted vacancies shall indicate such interest in writing to the Superintendent within ten (10) working days from the date of the posting. A candidate hired to fill the position must possess the posted requirements for the position. A current teacher having the required certification and minimum qualifications may apply and shall be granted an interview. If the Superintendent determines not to recommend a current teacher for the position, the teacher will be notified in writing of the reason for the Superintendent's decision.

Vacancy postings shall include all certification requirements, grade level, deadline for application, effective starting date, any additional qualifications, and the date of posting.

2. Transfers

Transfers may be made at the request of the employee or upon the initiative of the Superintendent. Request for transfer must be renewed each year and shall be indicated by the submission of a written statement to the Superintendent.

A teacher being involuntarily transferred shall be told the reasons for the transfer. These reasons will be reduced to writing at the request of the teacher. At the time of notification of the impending transfer, the administration shall supply the teacher with a list of all available openings for which the teacher is certified. An Association representative may be present at the option of the employee.

M. Class Size and Load

1. It is recognized by the Board and the Association that pupil-teacher ratio is an important aspect of an effective educational program.
2. Classroom enrollment in grades K-6 shall be twenty-five (25) students.
3. Teachers in grades 7-12 shall not have a class load that exceeds one hundred forty (140) students per day, nor shall a teacher have more students assigned than classroom seating allows.
4. Mainstreamed students shall be counted as part of classroom enrollment.

5. An elementary classroom may exceed the class size provision in paragraph number 2 by a maximum of six (6) students. When classroom enrollment exceeds twenty-five (25) students, a part-time aide will be provided. The part-time aide assignment will be for no less than ninety (90) minutes daily.
6. Teachers whose teaching assignment(s) overlap between high school and elementary shall not have daily class loads exceeding one hundred and forty (140) students, averaged over a 5-day week.

N. Local Professional Development Committee (LPDC)

1. Purpose:

A local professional development committee shall be established to oversee and review individual professional development plans for coursework, continuing education units and/or other equivalent activities necessary for re-certification and/or licensure renewals. This Committee will adopt by-laws governing its operations that reflect the mission of the LPDC.

2. Composition:

- a. The LPDC shall be composed of five (5) members who are regularly employed by the New Riegel Local School District. Three (3) members, who are classroom teachers, will be selected by the New Riegel Education Association. The two (2) other members shall be selected by the District's administration. Vacancies occurring during a term will be filled in the same manner as the initial selection.
- b. Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of one (1) of the administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

3. Definitions:

- a. A "classroom teacher" shall be defined as any bargaining unit member holding a valid Ohio teaching certificate/license issued by the Ohio Department of Education.
- b. A "principal," "administrator", or "supervisor" shall be defined as any individual employed by the New Riegel Local School District for the majority of their assignment time as a principal, assistant principal, director, supervisor or coordinator who is not a member of the bargaining unit and who holds a valid Ohio administrators or supervisors certificate or license issued by the Ohio Department of Education.
- c. "Day" shall be defined as a weekday except Saturday, Sunday, legal holidays/breaks and when school is not in session.

4. Length of Terms:

The term for LPDC members shall be two (2) years except the initial term shall be staggered (1 year, 2 years and 3 years) to provide continuity. The length of the terms will be July 1 to June 30. Any vacancies occurring during a term shall be filled in accordance with item B above.

1 year term	one teacher	one administrator
2 year term	two teachers	one administrator

5. Decisions:

- a. The chairperson and LPDC decision shall be determined by majority vote of the quorum of the LPDC. A quorum shall be defined as a minimum of three (3) members present and voting, with a majority of the committee being teacher members.
- b. The LPDC shall approve continuing education units programs, coursework for all certificated/licensed employees, as well as other equivalent activities and the LPDC shall establish the criteria for the above programs.

6. Compensation:

New Riegel Education Association members that perform duties of the LPDC, which may include but are not limited to attending LPDC meetings and training will be compensated in the following manner:

- a. During the School Day -- LPDC members will be released from their regular teaching duties to handle LPDC related responsibilities. This release time shall be separate from any other release time covered under the collective bargaining agreement. In this case, the Board will provide a substitute for that period of time.
- b. Outside of the School Day/Year -- Committee work performed outside of the school day or school year will be paid fifteen dollars (\$15) an hour.
- c. All LPDC members shall be reimbursed for all actual and necessary expenses incurred while performing any LPDC duties and responsibilities.
- d. Members will not be deprived of any preparation time for their regular instructional duties nor directed or expected to extend their day for LPDC duties.

7. Training:

- a. To obtain the necessary knowledge and skills to be a member on the LPDC, members shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning and legal requirements of LPDC at the Board's expense. All actual and necessary expenses incurred as part of the training including travel shall be reimbursed.
- b. The LPDC shall have the exclusive right to identify and recommend any necessary training and meetings in which it deems necessary. Said training shall not adversely affect any representative's rights to professional development or training related to their regular teaching assignment.
- c. LPDC training for committee member shall constitute as appropriate equivalent activities for purposes of the committee members own individual development plans if they so decide by majority vote.

8. Meetings:

The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year, the committee shall post in the building their meeting schedule. Additional meetings may be scheduled as necessary.

9. Appeals:

- a. Any staff member wanting to appeal the decision of the LPDC or the North Central Ohio Educational Service Center shall do so in accordance with the LPDC established guidelines outlined in the Bylaws. The decision of the committee is not grievable.
- b. The staff member shall have the right to a representative of his/her choice at any level of the appeals process.

10. Miscellaneous:

- a. The LPDC shall keep and retain records of its meetings, decisions, and recommendations.
- b. The LPDC shall not have authority to revise, change, delete, or modify any article/provision of this collective bargaining agreement, except as is provided for by ORC Section 4117.10 (c) or as provided by a term(s) of this Agreement.
- c. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic matter, the parties to this Agreement agree to reconvene bargaining to make the appropriate adjustments.

O. Resident Educator Program

1. Purpose

- a. Resident Educator Program means a program of support that will be provided primarily by a mentor, that will meet the unique needs and assess the performance of the teacher in the first four (4) years of employment (hereinafter referred to as “resident educator”). The purpose of the Resident Educator Program shall be to foster the professional growth and development of the resident educator in accordance with the Ohio Department of Education guidelines.
- b. The Resident Educator Program shall fully comply with the requirements of the Administrative Code Section 3301-24-04.
- c. The Resident Educator Program shall be for four (4) academic years in length, which shall include a minimum of one hundred twenty (120) school days per school year, unless otherwise provided for by law. If a teacher is employed after the beginning of the school year, the Resident Educator Program shall be a minimum of one hundred twenty (120) school days per school year.

2. Definitions

- a. Resident educator means a teacher in the first four (4) years of employment with the District under a classroom teaching certificate/license.
- b. Mentor means a person assigned to provide professional support to resident educator. The assistance provided by a mentor shall be solely for the purpose of professional growth and development not related to evaluation in any manner nor a part of the reemployment decision making process.

3. Mentors

- a. A mentor(s) shall be assigned to all resident educators for the first two (2) years of the program, consistent with Ohio Department of Education guidelines. The mentor will be an experienced bargaining unit member whose training and experience is compatible to the teaching area(s) of the resident educator and whose background would indicate that positive assistance could be provided. Acceptance of mentor responsibilities shall be voluntary on the part of a selected bargaining unit member.
- b. The determination of a mentor shall be made by level. For example, an elementary resident educator shall be paired up with an elementary mentor. All other determinations for selection of mentors shall be established by the Superintendent (or designee) and Association President (or designee).

- c. Release time shall not be charged to professional leave or deprive the mentor of their instructional time or preparation time.
- d. Teachers who serve as mentors shall be paid a stipend of three hundred fifty dollars (\$350).
- e. Meeting time between a mentor and resident educator will be mutually scheduled and after school hours.
- f. No mentor shall be required to communicate in any form the deficiencies of the resident educator with any New Riegel Local School District administrator and/or share any information that may be considered confidential.
- g. Mentors shall be released one (1) period per quarter, prior to the first administrative evaluation, to observe and consult with the resident educator.
- h. Training on the methods of assessment to be used by the Ohio Department of Education shall be provided as needed for both mentor(s) and resident educator(s). The Board shall assume the cost of any training as well as provide release time to attend said training if required.

4. Resident Educators

Resident educators shall be provided Professional leave to observe other classroom teachers at their level.

P. Evaluation

- 1. The purposes of the evaluation process are the following:
 - a. To maintain and improve classroom instruction.
 - b. To clarify the performance expectations of the individual as determined by the Administration and state standards.
 - c. To establish work goals.
 - d. To make evaluations adhere to state standards.
 - e. To provide means for Administration to direct improvement.
 - f. To provide the employee with the ultimate responsibility for performance.

2. Ohio Teacher Evaluation System

The Administration, in consultation with the teachers, shall adopt a standards-based teacher evaluation policy that conforms to the framework for the evaluation of teachers developed by the Ohio State Board of Education. When the law provides an option to the Board not to evaluate teachers annually, the Board shall choose that option; provided, however, the Board reserves the right to evaluate an individual teacher in any given year on a case by case basis. The Committee shall include NREA leadership, District and building Administration and volunteer teachers. The New Riegel Teachers will be evaluated in accordance with ORC 3319.111 and 3319.112.

The standards-based teacher evaluation policy outlined in this Section applies to all employees employed under a teacher license issued under Section 3319 of the Ohio Revised Code or under a professional or permanent teacher's certificate issued under former Section 3319.222 of the Ohio Revised Code and who spend at least fifty percent (50%) of the time employed providing student instruction. Each evaluation shall result in an effectiveness rating of: "Accomplished," "Skilled," "Developing," or "Ineffective." An effectiveness rating is based upon the evaluator's professional judgement informed by training and evidence of an individual's performance.

a. Evaluators

Evaluations shall be completed by a building or District administrator approved by the Board who has attended the Ohio Teacher Evaluation System (OTES) state-sponsored training and has passed the online assessment using the OTES Performance Rubric.

b. Teacher Performance

Evidence observed, collected, or provided during the formal or informal observation process or otherwise will combine to produce a score on the OTES, Teacher Performance Evaluation Rubric. Teacher Performance will be assessed through a holistic process based upon the OTES Performance Rubric following Ohio Standards for the Teaching Profession:

- 1) Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
- 2) Understanding the Content Area for which they have Instructional Responsibility;
- 3) Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
- 4) Planning and Delivering Effective Instruction that Advances Individual Student Learning;

- 5) Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
- 6) Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
- 7) Assuming Responsibility for Professional Growth, Performance and Involvement.

c. Evaluation Procedures

- 1) Teachers shall be evaluated at least once each school year. The evaluation shall consist of: 1) two (2) formal observations of at least thirty (30) minutes each and 2) periodic classroom walkthroughs by the evaluator. Evaluators shall conduct at least one (1) periodic classroom walkthrough per semester and shall provide feedback for that classroom walkthrough. Evaluators may conduct additional periodic classroom walkthroughs. Evaluators shall not be required to provide feedback for such additional classroom walkthroughs. Evaluations shall be complete by the first day of May of the applicable school year and the teacher shall have access to the results of the evaluation by the tenth day of May.

Any teacher who received a rating of “Accomplished” on their most recent evaluation conducted under this section may be evaluated once every three (3) 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 the teacher is making progress on that plan. In those years that the teacher is not being formally evaluated, the member shall be formally observed at least once and shall have at least one (1) conference per year with his/her evaluator.

Any teacher who received a rating of “Skilled” on their most recent evaluation conducted under this section may be evaluated once every two (2) school years, so long as the teacher and the 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 the teacher is making progress on that plan. In those years that the teacher is not being formally evaluated, the member shall be formally observed at least once and have at least one (1) conference held per year with his/her evaluator.

The Board may elect not to conduct an evaluation for a teacher who meets one (1) of the following requirements.

- a) The teacher was on leave from the school district for fifty percent (50%) or more of the school year, and calculated by the Board.
 - b) A teacher who submits a binding notice of retirement and the Board of Education accepts that notice on or before December 1 of the school year in which the evaluation is otherwise scheduled to be conducted shall not be subject to a formal evaluation.
 - c) The teacher is participating in the teacher residency program 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 for resident educators.
- 2) Teachers who are under consideration for non-renewal and with whom the Board has entered into a limited contract or an extended limited contract under Section 3319.11 of the Ohio Revised Code shall have at least one (1) evaluation consisting of at least three (3) formal observations. Evaluators shall conduct at least one (1) periodic classroom walkthrough per semester and shall provide feedback for that classroom walkthrough. Evaluators may conduct additional periodic classroom walkthroughs. Evaluators shall not be required to provide feedback for such additional classroom walkthroughs. Evaluations shall be complete by the first day of May of the applicable school year and the teacher shall have access to the results of the evaluation by the tenth day of May.

d. Observations

The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. All subsequent observations will be unannounced. The evaluator shall conduct the post observation conference within fifteen (15) work days of the observation. The informal observation process shall include classroom walkthroughs. Pre and post conferences may be waived by mutual agreement, in writing.

e. Overall Rating

The following effectiveness ratings shall be assigned: Ineffective, Developing, Skilled, and Accomplished. Each category shall be considered comparable for purposes of Reduction-in-Force.

f. Professional Growth and Improvement Plans

Each teacher must develop either a professional growth plan or improvement plan in accordance with the Board's policy.

- g. One (1) copy of the evaluation shall be sent to the Superintendent for placement in the employee's personnel file and one (1) copy to the employee. Observation notes may be included on the evaluation form. An employee, by his or her signature on the evaluation forms, shall acknowledge that he or she has reviewed and discussed the report with the evaluator. The employee's signature shall not be interpreted to indicate agreement. The employee shall have the right and opportunity to submit, within ten (10) school days, a written rebuttal for attachment to the evaluator's report and such shall be placed in his or her personnel file.

3. Evaluation System (OTES Inapplicable)

This Evaluation System applies to employees who do not spend at least fifty percent (50%) of the time employed providing student instruction.

- a. As part of the evaluation process, there will be both observations and evaluations as defined below:

1) Observation

A work setting observation of the staff member at work in order to critique one's performance shall be conducted. Also included are day-to-day observations of staff members, in the education setting. An administrator, when conducting an observation, should take into consideration the following situations: the day before or after a holiday recess, the day after an absence due to illness, or the first or last days of a marking period.

2) Evaluation

A summation of observations recorded on the Performance Evaluation Form.

- b. Evaluation will be done by a building or District office administrator and will be based on the criteria outlined in the job description. Each evaluation shall consist of observations totaling no less than thirty (30) minutes.

In all cases, the period of time between the completed evaluation and the evaluation conference shall not exceed fifteen (15) work days. Any unsatisfactory rating shall be accompanied by a written explanation which shall include written suggestions by the administration for correcting any deficiencies which have been cited. The ultimate

responsibility for correcting any noted deficiencies shall rest with the employee.

- c. Employees shall be evaluated once per school year. The evaluation shall consist of two (2) formal observations and may consist of periodic walkthroughs by the evaluator. Employees who are under consideration for non-renewal shall have three (3) formal observations unless the Superintendent waives the third observation and may consist of periodic walkthroughs by the evaluator. Evaluations shall be complete by the first day of May and the employee shall receive the results of the evaluation by the tenth day of May.
- d. One (1) copy of the evaluation shall be sent to the Superintendent for placement in the employee's personnel file, one (1) copy to the employee, and one (1) copy will be placed in the employee's building file. Observation notes may be included on the evaluation form. An employee, by his or her signature on the evaluation forms, shall acknowledge that he or she has reviewed and discussed the report with the evaluator. The employee's signature shall not be interpreted to indicate agreement. The employee shall have the right and opportunity to submit, within ten (10) school days, a written rebuttal for attachment to the evaluator's report and such shall be placed in his or her personnel file.
- e. Additional evaluations may be done as needed.

Q. Teacher Contract

The contractual status of teachers shall be as follows:

1. Limited Contracts:

- a. May be granted to any teacher who holds any grade or type of teaching certificate and/or license
- b. Shall be entered into with each teacher who holds a Temporary or Provisional Certificate/Licensure, regardless of length of service
- c. Probationary contracts may be issued at the end of any limited contract for such period and length of time as the Board of Education may determine. This subsection Q 1 c supersedes and replaces extended limited contracts and all procedures related to such contracts under ORC Section 3319.11.

2. Continuing Contract (Tenure):

It is not mandatory that the Board grant or tender a continuing contract to a teacher even though he/she is eligible for continuing service status.

To qualify for a continuing contract, a teacher must meet the eligibility qualifications in ORC Sections 3319.08 and 3319.11.

A teacher eligible for continuing contract may request consideration and be considered for a continuing contract at the end of any multi-year contract or at the end of any contract. Any teacher requesting consideration must notify the Superintendent in writing by March 30.

3. Conformity to Law

If Ohio law amends the eligibility or provisions for a continuing contract after July 1, 2013, this Section Q shall become null and void and may be renegotiated at the request of either party.

4. Supplemental Contracts

This Section Q does not apply to contracts for supplemental duties or extended service time.

R. Job Descriptions

Job descriptions currently in force shall be made available to each bargaining unit member for his/her position in the Teacher Handbook. Any changes in job descriptions, modifications, deletions, and/or additions shall be discussed by the Association and the Administration before placement in Board Policy.

S. Discipline

The purpose of this disciplinary procedure is to secure at the lowest possible level solutions to problems which may arise during the school year affecting employees' classroom performance and/or compliance with District rules, regulations, policies or directives in an effective and confidential manner.

1. The steps of progressive discipline are:

- a. Verbal Warning – Verbal Warnings shall be discussed in private between the parties involved. Whenever a principal intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated.
- b. Written Reprimand - The administrator shall meet with the employee to discuss the reprimand. At the meeting, the teacher may be represented by a representative of the Association of his/her choice.
- c. Suspension – The Superintendent may suspend an employee without pay for up to three (3) work days with just cause.
- d. Nothing herein shall preclude the Superintendent from suspending an employee with pay.

- e. At all steps of the disciplinary procedure, a bargaining unit member shall have the right to have an Association representative present.
2. Discipline documentation shall be removed from the employee's file in accordance with Part II, Section I.8. of this Agreement.
3. In the case of suspension without pay for three (3) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. When the Superintendent determines suspension of three (3) days or less is warranted, the Superintendent shall provide written notice including the reason(s) and the effective date(s) of the suspension.
4. Discipline will be progressive and will be commensurate with the offense.
5. Appeals of Disciplinary Actions
 - a. Appeals of disciplinary actions other than terminations, may be taken exclusively through the provisions of the Grievance Procedure set forth in this Agreement.
 - b. Steps of the grievance procedure may be waived to Level Two upon mutual agreement so that the principal imposing the disciplinary action may hear the appeal.
6. Relation to Other Procedures

This Section S does not limit or restrict the Board of Education's authority to terminate or non-renew a teacher.

T. Non-Renewal

Non-renewal of limited teaching contracts for probationary employees who have been employed for three (3) years or less and who were employed by the Board after July 1, 2019.

On or before April 30, limited contract teachers who have been employed for three (3) or fewer years, and who were employed by the Board after July 1, 2019 shall be notified by the Superintendent 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 to present their case.

This non-renewal for teachers who have been employed for three (3) or fewer years supersedes all provisions of ORC 3319.111, and such teacher shall have no right to challenge said non-renewal pursuant to the negotiated grievance procedure, ORC 3319.11 or 3319.111, or in any other legal form.

U. Three (3) Hour Delays

The teacher work day shall be extended for one (1) hour [during a three (3) hour delay] when the following occurs:

1. The delay shall be used for fog or snow;
2. The provision shall be used a maximum of five (5) times;
3. A two (2) hour delay will be attempted, and then if necessary, it will be adjusted to a three (3) hour delay.
4. If a teacher should have a prearranged conflict (i.e., physician appointment, college course, etc.), the teacher shall meet with her/his principal to provide classroom coverage.

V. College Credit Plus

1. The opportunity to teach College Credit Plus courses shall be offered to all teachers who are qualified to teach a course.
2. No teacher will be required to become credentialed to teach a CCP course.
3. A teacher qualifying to teach a course shall be offered a professional development day to meet with the college instructor. Mileage shall be reimbursed at the district rate.
4. A teacher who teaches a CCP course will receive a stipend of five hundred dollars (\$500) for the first course and one hundred dollars (\$100) for each additional CCP course taught. Stipend payable at the end of the course.

W. Admission to Extra-Curricular Events

Teachers are encouraged to be a part of the school community. Attendance at the Extra Curricular Activities makes the teacher more visible to the community. Any individual working two (2) sporting events per season will receive a complimentary faculty/staff pass for admission to all District events for that season. The Athletic Department will be responsible for recruiting workers.

PART III. SALARY AND FRINGE BENEFITS

A. Insurances

1. Hospitalization

- a. There is one (1) level of medical insurance benefits. The Board of Education reserves the right to select the insurance company and the deductible amount of the wholly insured plan.

If the Board of Education selects to participate in a \$3,000/\$6,000 deductible plan, the Board of Education will pay eighty percent (80%) of the premium and the exposure.

If the Board of Education elects to participate in a \$5,000/\$10,000 deductible plan, the Board of Education will pay eighty percent (80%) of the premium and eighty-eight percent (88%) of the exposure.

The employee's contribution shall be deducted from the two (2) pays each month in equal increments. This provision shall not apply to married couples employed by the district.

Exposure is defined as the difference between the employee's deductible and the deductible of the insurance plan purchased by the Board.

b. Plan Re-Design

The Association and the Board mutually agree that, should the Board decide during the term of this contract to change health insurance benefits, that program redesign will conform to the current provisions. This program redesign will not affect the current insurance coverage, which will remain at an equal or better value.

c. Spousal Coordination of Benefits

Spouses of employees who are eligible for medical insurance through their own employer by an employer-sponsored plan or a retiree eligible for medical insurance by a retirement system group health insurance plan are required to enroll in at least Single coverage through their employer or retirement system. Upon the spouse's enrollment in any such employer or retirement plan sponsored group medical insurance coverage that coverage will become the primary payor of benefits and the coverage sponsored by the District will become the secondary payor of benefits.

Spouses of the bargaining unit member affected by this change effective July 1, 2022 will remain under current coverage until the next open enrollment period provided by their employer if necessary. If the employee's spouse has to wait for the next open enrollment, he/she will provide a letter from his/her spouse's employer indicating the next open enrollment period.

Employees affected by the spousal coordination of benefits clause are eligible for a forty percent (40%) reduction in monthly medical co-pays. The monthly co-pay reduction will be for those employees eligible for an employee+spouse plan who take the single plan and forty percent (40%) per month for those employees eligible for a family plan who take the employee+child(ren) plan.

2. Dental Insurance

Effective July 1, 2022 – December 31, 2022, the employee will pay one hundred thirty dollars (\$130) annually for family dental insurance, or one hundred dollars (\$100) annually for single dental insurance based on the plan in which the employee enrolls. Effective January 1, 2023, the Board of Education will pay eighty-five percent (85%) of the cost of the premium for all full-time certified employees.

Certified employees who are employed less than full time are eligible for dental benefits on a pro-rated basis based on their part-time teacher position time.

a. The employee's contribution shall be deducted from the two (2) pays each month in equal increments.

b. The dental policy shall have in-network coverage of:

CLASS I	Preventative - 100%
CLASS II	Basic - 80%
CLASS III	Major - 80%
CLASS IV	Orthodontia - 60%

Effective January 1, 2023, the dental network will be Delta Dental or a network with equal to or better coverage.

Specification of benefits are shown in the plan document as posted on the District website.

c. A calendar year maximum for all Class I, II, and III expenses of one thousand dollars (\$1,000) per person.

d. A lifetime maximum for Class IV expenses of one thousand five hundred dollars (\$1,500) per person.

e. An individual deductible per calendar year of twenty-five dollars (\$25) for Classes II and III, and IV and a family deductible per calendar year of fifty dollars (\$50).

3. Vision Insurance

a. Effective July 1, 2022 – December 31, 2022, the employee will pay thirty-seven dollars (\$37) annually for family vision insurance, or sixteen dollars (\$16) annually for single vision insurance based on the plan in which the employee enrolls. Effective January 1, 2023, the Board of Education will pay eighty-five percent (85%) of the cost of the premium for all full-time certified employees.

Certified employees who are employed less than full time are eligible for vision benefits on a pro-rated basis based on their part-time teacher position time.

- b. The vision policy shall have in-network coverage of:

Examinations - once every calendar year

Lenses - once every calendar year

Frames - once every other calendar year

Deductibles – ten dollars (\$10) on examination

Effective January 1, 2023, the vision network will be VSP or a network with equal to or better coverage.

4. Insurance Opt-Out

Teachers who are eligible for the family plan, who elect not to be covered by the School's Medical Insurance, and who participate in the insurance opt-out under Part III, Section A 4 shall receive a bonus as follows:

Teachers enrolled in the opt-out during the 2003-04 school year and who in consecutive years continue to opt out receive an annual opt-out bonus of four thousand four dollars and thirty-five cents (\$4,004.35).

Teachers enrolled in the opt-out during the 2007-08 school year and who in consecutive years continue to opt out receive an annual opt-out bonus of three thousand dollars (\$3,000).

Teachers enrolled in the opt-out during the 2008-09 school year and thereafter will receive an annual opt-out bonus of one thousand five hundred dollars (\$1,500).

Teachers who are eligible for the single plan who elect not to be covered by the School's Medical Insurance shall receive an annual opt-out bonus of seven hundred fifty dollars (\$750).

Dental and Vision Opt-Out

Teachers who are eligible for the family plan, who elect not to be covered by the School's Dental and Vision Insurance, and who participate in the insurance opt-out under Part III, Section A 4 shall receive a bonus as follows:

Teachers enrolled in the opt-out during the 2008-09 school year and thereafter will receive an annual opt-out bonus of three hundred seventy-five dollars (\$375) for dental and one hundred dollars (\$100) for vision.

Teachers who are eligible for the single plan who elect not to be covered by the School's Dental and Vision Insurance will receive an annual opt-out bonus of one hundred eighty-seven dollars and fifty cents (\$187.50) for dental and fifty dollars (\$50) for vision.

Subject to the following provisions:

- a. The teacher must waive his/her right to coverage in writing to the Treasurer by November 15th of each year;
- b. Coverage must be waived for the entire plan year.
- c. Spouses employed by the District are not eligible for this benefit;
- d. Part-time teachers shall receive the bonus pro-rated to the time of employment;
- e. This bonus shall be paid in two (2) equal installments, the first installment will be included in the first paycheck in May and the second installment will be included in the first paycheck in December.
- f. Teachers who use this option and lose other health insurance coverage through the layoff, death or divorce of a spouse will be permitted to re-enroll in the Board's Health Insurance plan provided that said members forfeit any payment which they have received or become eligible to receive, pro-rated to the part of the year they resume Board Coverage.

5. Life Insurance

The Board of Education shall provide fifteen thousand dollars (\$15,000) of term life insurance for each teacher. The Board shall determine the company at risk for such a group policy.

6. General Provisions

a. Copies of Benefit Contract

The Board shall provide the Association President with one (1) copy of each signed contract entered into between the Board and the insurance company(ies) which provide the benefit(s) specified in this contract. Copies of existing contract(s) shall be provided to the Association within twenty-four (24) hours of ratification of this contract by both parties. Copies of contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

b. Copies of Benefit Descriptions

Within thirty (30) days of the effective date of this contract, the Board shall provide each teacher with a written description, prepared by the carrier, of each insurance plan provided by this contract.

c. Benefit Description for New Teachers

A teacher employed after the effective date of this contract shall be provided, at the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this contract.

d. Copies of Improvements in Existing Benefits

Within thirty (30) days of the effective date of any improvement(s) in an insurance plan provided by this contract, each teacher shall receive a written description prepared by the carrier, of the improved plan.

e. The Board shall provide the Association with notification of intent to change an insurance carrier. Such notice shall be provided at least sixty (60) days prior to any change.

f. The cost of COBRA coverage shall not exceed one hundred two percent (102%) of the current funding level of the employee's premium.

7. District Insurance Committee

a. A Health Insurance Committee with up to four (4) members shall be established and maintained with up to two (2) representatives appointed by the Association and up to two (2) representatives appointed by the Superintendent.

b. The goal of the committee shall be to make efforts to maintain quality health benefits and stabilize or contain the cost of health benefits. The duties of the committee shall be to review and analyze all pertinent health care and health benefits plan information germane to the purpose of the committee and recommend policy regarding health benefit plans for the District. The Chair shall be chosen annually by consensus.

c. The Committee will meet at mutually agreed times, dates and places. The Committee shall arrange base line training on health benefit terminology, trends, and the types of reports and information relevant to its tasks. The Treasurer shall share periodic reports on reserves, claim total, and trends with the Committee members.

8. Flexible Spending Account

Effective July 1, 2006, the Board shall implement a health care flexible spending account for each employee under section 125 of IRS code.

All unused funds will revert to the Board at the end of the plan year.

Employees may contribute money to the account to the maximum amount allowed by the Internal Revenue Service. The Board has the right to lower the maximum amount to five hundred dollars (\$500) per plan year.

Cost to administer the plan shall be paid by the Board.

B. Salary

1. Effective July 1, 2022, the base salary shall be \$37,068 with a two percent (2%) lump sum payment on the individual base which will be payable in August 2022 in recognition for the extra work and planning performed by the teachers during the pandemic. Effective July 1, 2023, the base salary shall be \$38,180. Effective July 1, 2024, the base salary shall be \$39,325.

2. Index

Effective July 1, 2022, all teachers' salaries shall be based upon the following salary index:

NEW RIEGEL SALARY INDEX

SALARY INDEX

Step	BA	BA+150	MA	MA+15
0	1.00000	1.04500	1.10000	1.15000
1	1.04170	1.09130	1.15170	1.20900
2	1.08330	1.13750	1.20330	1.26800
3	1.12500	1.18380	1.25500	1.32700
4	1.16660	1.23000	1.30660	1.38600
5	1.20830	1.27630	1.35830	1.44500
6	1.25000	1.32250	1.41000	1.50400
7	1.29160	1.36880	1.46160	1.56300
8	1.33330	1.41500	1.51330	1.62200
9	1.37490	1.46130	1.56490	1.68100
10	1.41660	1.50750	1.61660	1.74000
11	1.45830	1.55380	1.66830	1.79900
12	1.50000	1.60000	1.72000	1.85800
15	1.54170	1.64620	1.77170	1.91700

18	1.58340	1.69260	1.82340	1.97600
21	1.65210	1.73900	1.87510	2.03500
24	1.72080	1.80770	1.94380	2.10370

Step 27 \$1,000.00+

3. Deductions

Deductions will be made from the teacher's salary for payments of dues to the Association and its affiliates to which the majority of teachers belong. Deductions will only be made upon request of the teacher.

Payroll deductions shall be made by the Board for all teachers who authorize same for purposes of diverting a portion of their salaries to the United Way.

4. Teachers Pay Periods

- a. Teaching salaries shall be paid over a 12-month period with pay periods being every two (2) weeks beginning with the first pay period in September.
- b. A teacher/bargaining unit member must enroll in direct deposit to have their payroll check deposited directly into a financial institution of their choice.
- c. The Treasurer shall normally distribute salary notices to each employee no later than July 1 for the succeeding school year. However, when the salary schedule for the succeeding year has not been agreed upon by July 1, the Treasurer shall then distribute salary notices within thirty (30) days after the new salary schedule has been established.

C. Severance Pay

The New Riegel Board of Education will grant severance pay to certified teaching staff under the following conditions:

1. Severance pay will be granted for one-fourth (1/4) the number of accumulated sick days to a maximum of fifty-five (55) days.
2. Payment will be based on an individual's base pay rate in the year immediately preceding retirement. If the teacher has been a full-time teacher for at least two (2) of the last three (3) school years but has been less than full-time in the school year immediately preceding retirement, the teacher's per diem for the severance calculation shall be the teacher's full-time equivalent per diem as if the teacher were employed full-time.
3. A minimum number of years of service in the New Riegel School System is required for eligibility as follows:

0-7 years of service	35 days
8 years of service	45 days
9 years of service	50 days
10 years of service	55 days

4. Teachers must be retiring under existing provisions of the State Teachers Retirement System at the time of resignation.
5. Application for severance pay must be made in writing within thirty (30) days of effective retirement date as listed in a letter of resignation.
6. The Board will make no retirement contribution on severance pay.
7. Each teacher who uses five (5) or fewer sick days a year will be credited with one (1) extra day of severance pay accumulated to a maximum of ten (10) days. Days will not be deducted from an employee for any reason.
8. A committee shall be charged with overseeing the terms for the payment of accumulated sick leave payments to a tax sheltered account. The committee will be composed of two (2) appointees of the Superintendent and two (2) of the Association President. Recommendations will be made to the Board of Education.

D. STRS Pick-Up

Effective January 1, 1984, the Board of Education agrees to pick-up and tax shelter contributions to the State Teachers Retirement System on behalf of all teachers represented by the New Riegel Education Association.

The amount to be picked-up on behalf of each teacher shall be ten percent (10%) or as otherwise specified by the STRS as the teacher contribution on the teacher's compensation including all supplemental earnings.

E. Extracurricular Salary Schedule

1. Teachers who are contracted to perform Extracurricular duties shall be compensated in accordance with the schedule (Appendix B).
2. District employees who seek an Extracurricular position outside of the District will notify their principal. Notification and/or acceptance of the Extracurricular position outside of the District shall not be used against the employee when s/he seeks an Extracurricular position with the District.
3. Employees shall not hold a Head Coach position for two (2) consecutive seasons except in cases where there is no other staff member performing the duties of head coach for a particular Extracurricular position.
4. For this purpose, consecutive seasons shall be defined as seasons that directly overlap [i.e., a person who holds the head coach position for football

(fall) and would hold the head coach position for basketball (winter)] and/or overlapping seasons (Ex – head coach for golf and head coach for cross country).

5. Salary Schedule effective July 1, 2022 to June 30, 2025.
6. Base rate shall be based on the salary schedule in effect on July 1st of the year the contracts are issued and that rate shall apply for the length of the supplemental contract.
7. If the Superintendent does not intend to recommend re-employment of a coach or advisor for the next school year the Superintendent shall send written notice to the teacher no later than seven (7) calendar days before Board action to fill the position or June 30, whichever comes earlier. The Superintendent will provide his/her reason(s) upon request of the teacher. This paragraph shall not apply when the Board decides not to fill supplemental positions for financial reasons.
8. Neither the Superintendent nor the Board shall deny reemployment to a teacher for a supplemental position based on anonymous information or anonymous complaints or based on complaints that have not been brought to the attention of the teacher. Complaints concerning a teacher's performance in a supplemental position are subject to the process of Part II, Section J. The Board will consider the Athletic Director's evaluation in determining whether to reemploy the teacher.
9. Supplemental positions are voluntary from one (1) contract to another unless at the time of employment as a teacher the teacher was notified in writing that the supplemental position is a job requirement and the requirement appeared in a written statement in the regular teaching contract.
10. The New Riegel Board of Education shall have the authority to create, alter, and/or eliminate positions listed under the Supplemental Contract Article. If a position is created, eliminated and/or altered, the Board of Education shall negotiate with the New Riegel Education Association on the creation, elimination and/or altering of the position as well as the rate of compensation.
11. Supplemental salaries will be paid in two (2) installments in the regular paycheck unless otherwise agreed by the Member and Treasurer.
12. If a teacher volunteers to serve as head teacher for his/her respective building during the absence of the building Principal, the teacher shall be provided with a specific written job description, which details the responsibilities and authority of such position.
13. In the event a contract holder is unable to complete his/her duties, payment will be awarded pro-rated to the number of days of the contract completed. (Contract length is from the first to the last official duty day).

14. The New Riegel Board of Education may cancel a supplemental contract due to lack of participation. A contract holder whose contract is cancelled shall be compensated pro-rated to the number of days of the contract completed. The Association will be notified prior to the cancellation and will retain the right to negotiate said cancellation.
15. Ohio law requires that a person possess a valid pupil-activity permit issued by the Ohio Department of Education before the person provides "services to direct, supervise, or coach a pupil-activity program that involves athletics, routine, or regular physical activity or health and safety considerations." Accordingly, the person performing such services must have a valid pupil-activity permit at all times that such services are performed and as a condition of receiving payment for such services. If a permit is obtained, or an expired permit is renewed, after the start of the pupil-activity program relevant to this contract, it is mutually understood and agreed that the employee will receive only a pro-rated portion of the compensation specified above, measured from the date the permit was obtained or renewed. For this purpose, a backdated permit is deemed to be obtained or renewed on the date it is actually issued by the Department of Education.
16. Employees holding supplemental positions shall be paid their supplemental salaries for said positions as follows:
 - a) Employees who complete more than fifty percent (50%) of their required supplemental duties shall be paid one hundred percent (100%) of the supplemental salary for their supplemental position as set forth in the supplemental salary schedule attached to the NREA Agreement as Appendix B.
 - b) Employees who complete up to fifty percent (50%) of their required supplemental duties shall be paid fifty percent (50%) of the supplemental salary for their supplemental position as set forth in the supplemental salary schedule attached to the NREA Agreement as Appendix B.
 - c) Employees who complete off-season training with athletes, with off-season being considered training that takes place after the final day of the season for the sport as recognized by the OHSAA until the first day of practice the following season for the sport as recognized by the OHSAA, shall be paid twenty-five percent (25%) of the supplemental salary for their supplemental position as set forth in the supplemental salary schedule attached to the NREA Agreement as Appendix B.
 - d) Employees who do not complete any of their required supplemental duties shall not be paid any supplemental salary.

F. Senior Class Trip Chaperons

When the senior class trip is scheduled on any day(s) other than a regularly scheduled school day, all teachers who serve as chaperons shall be compensated

for each such day, excluding weekends, at a rate equivalent to substitute teacher pay.

G. Tuition Reimbursement

To encourage further studies and professional growth, teachers who have successfully completed additional coursework shall be reimbursed from a fund provided by the District. Reimbursement shall be given provided the course work is within the teacher's area of certification or in the field of education. Under no circumstances shall a teacher be reimbursed for more than the actual cost of tuition and fees. The fund amount shall not be increased during the length of this Agreement.

1. For the purposes of this section successful completion shall mean a grade of "C" or better or a "PASS".
2. There shall be a cap of one hundred twenty-five dollars (\$125) per semester hour.

In no case shall an eligible teacher be reimbursed for more than his/her actual expenditure, tuition and fees for the course(s) as certified to the Treasurer.

3. Reimbursement will be made upon receipt of proper evidence that coursework has been completed, as exhibited by a transcript or grade report. Reimbursement shall be made within thirty (30) days after evidence has been provided. Coursework documentation (i.e., registration fee receipts, grades, etc.) will need to be turned into the Treasurer. The Association President will be given a year-end accounting report of the reimbursement fund.
4. A teacher must file a "Notice of Intent" form prior to enrollment in a course(s) so that the administration can keep track of the potential number of course(s)/hours that may be reimbursed in a particular year. The teacher must resubmit the form when the course(s) is/are complete for reimbursement.
5. It is agreed that members of the bargaining unit who earn an additional degree or the appropriate number of college credits to advance to the next horizontal level of training on the salary schedule shall be placed upon such step when documentation of the additional degree and/or college credits is presented to the personnel department via official college or university transcripts.

It is the responsibility of the member affected to provide the personnel department with the required documentation, no later than September 15 for September 1 salary adjustment and no later than February 15 for a February 1 salary adjustment.

H. Children of Non-Resident, Full-Time Teachers to Attend School Tuition Free

Teachers may have their children attend New Riegel Schools through open enrollment.

I. Special Education Meetings

Each teacher who is required to attend IEP, RTI, ETR, or other student conferences before or after school shall be compensated at the rate of fifteen dollars (\$15) per hour.

J. Employment of Retirees

1. Definition of Retiree

A retiree is an individual who has attained service retirement status with the Ohio State Teachers Retirement System and is otherwise qualified by certification/licensure and background for public school teaching in Ohio.

2. Compensation

A retiree will be placed on the salary schedule at Step 5 and the appropriate column. The retiree shall be eligible for negotiated salary increases and training column advances.

3. Employment Security

A retiree shall not retain seniority rights from previous employment and shall not be able to participate in any retirement incentive plans or receive severance pay; the retiree will be able to advance seniority with in-District experience.

A retiree shall receive a one-year limited teaching contract which will expire at the end of the stated term if the individual receives written notice from the Superintendent on or before June 1 of the Board's intent to not offer a new contract for the next school year. No other notice of non-renewal or Board action is required. Continuation of the retiree's employment through offering new one-year limited contracts shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of ORC Section 3319.11 regarding limited teaching contracts shall not apply to the limited contracts of retirees. A retiree is not eligible for a continuing teaching contract, regardless of years of employment and/or previous continuing contract status prior to retirement. The parties waive all rights for such employees pursuant to ORC Sections 3319.11 and 3319.111.

For teachers for whom OTES is inapplicable, evaluations shall be conducted at the discretion of the building principal. The decision to conduct/not conduct an evaluation shall not affect the expiration of the limited contract. However, the building principal may perform one (1) evaluation of the retiree during the

first year of employment. Teachers subject to OTES shall be evaluated consistent with Part II (P)(2) of this agreement.

4. Benefits

A retiree shall not be entitled to participate in the health insurance program as provided in the Negotiated Agreement unless STRS health insurance coverage is not an option. The retiree shall not be eligible for the "in lieu of" stipend.

5. Leaves/Severance

The retiree shall not be eligible for tuition reimbursement, disability retirement, leaves of absence or severance pay.

A retiree shall accumulate and may use sick, personal and professional leave as provided in the Negotiated Agreement.

6. Supplemental Contracts

The retiree shall be eligible for extracurricular/supplemental contracts at the discretion of the Superintendent.

PART IV. LEAVES

A. Sick Leave

1. Each full-time teacher shall receive one and one quarter (1-1/4) days of sick leave per month.
2. Each part-time teacher shall accumulate the number of sick leave hours as provided in the Ohio Revised Code.
3. All teachers shall be granted five (5) days of sick leave credit with the effective date of their contracts.
4. Sick leave may be accumulated up to two hundred twenty (220) days.
5. New teachers shall receive credit for sick leave accumulated in any elementary or secondary school chartered by the State Department of Education, including licensed parochial schools or similar institutions, or public agencies in Ohio. It will be the responsibility of the new teacher to supply the Treasurer with the address of the former employer to secure a certified record of the accumulated sick leave from the former employer.
6. Sick leave may be used to cover personal illness, injury, pregnancy, exposure to contagious disease, which could be communicated to others, medical appointments, and illness in the immediate family. Teachers' immediate family for this policy shall include: spouse, children, father,

mother, brother, sister, mother-in-law and father-in-law, grandparents, spouse's grandparents, grandchildren, relatives and dependents living in the household.

7. Bereavement

A bargaining unit member shall be given three (3) days of bereavement leave for the death of an immediate family member. Teacher's immediate family members for this policy shall include: spouse, children, father, mother, brother, sister, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, relatives and dependents living in the household. Bereavement leave will not be deducted from a teacher's sick leave balance.

A bargaining unit member shall be given one (1) day of bereavement leave to attend the funeral of an aunt, uncle, nephew, niece, brother-in-law, sister-in-law, or the spouse of their child or anyone who has virtually held the position of grandparent, grandchild, father-in-law, or mother-in-law. Bereavement leave will not be deducted from a teacher's sick leave balance.

Bereavement leave may be extended by using sick leave with approval of the Superintendent.

8. Family Medical Leave Act (FMLA)

Teachers eligible under the Family Medical Leave Act have the right to request up to twelve (12) weeks of unpaid Family Medical Leave, consistent with the FMLA. The Board requires staff members to substitute (i.e., run concurrently) any of his/her earned or accrued paid leave (e.g., sick, leave, personal leave) for unpaid FMLA. Substitution of sick leave is only available where sick leave is used consistent with the reasons for using sick leave set for the in this Agreement.

B. Personal Leave

Every teacher may have three (3) days of unrestricted personal leave per year. A teacher need not provide a reason for use of such personal leave. Such personal days are not to be considered as vacation days and, therefore, should be used only for activity which cannot be conducted on other than school time. Such days should be used for emergency situations or personal obligations. Said leave must be approved by the Superintendent.

The following restrictions apply for the use of personal leave days:

1. Except for emergencies, no more than two (2) teachers may be absent for personal leave on the same day. If more than two (2) teachers request personal leave on the same day, the leave will be granted on a first-come, first-served basis.

2. A day will be considered as any time over one-half (1/2) day; a half-day will be considered as any amount of time one-half (1/2) day or less.
3. Personal leave shall not be granted during work days, professional development days, parent/teacher conferences, the last and first days of school, unless approved in advance by the Superintendent.

Requests for personal leave should be submitted to the building principal, personally if possible, three (3) days in advance of the day requested.

Within forty-eight (48) hours of a request for personal leave, the teacher shall receive written notification of approval or rejection of said request.

At the end of the school year, members who have unused personal leave have the option to: 1) roll over all unused personal leave days (including fractional days) to his/her sick leave accumulation; or 2) be paid one hundred twenty-five dollars (\$125) for each unused personal leave day (pro rata for partial days). If a teacher does not file a written statement electing the first option (rollover to sick leave) with the Treasurer by May 31, the teacher shall be paid per option 2. The payment will be made in August. In addition, if an employee has three (3) personal days remaining at the end of the school year and chooses to receive the one hundred twenty-five dollars (\$125) per day pay, an additional one hundred twenty-five dollars (\$125) will be given.

C. Absence Without Leave (Dock Days)

The Board discourages the use of dock days (days on which the employee is absent but has no authorized leave for the day). In the event an employee is absent without authorized leave (dock day), his/her pay will be reduced by an amount equal to his/her per diem plus an amount equal to the cost to the Board to maintain the employee's benefits for the day on which the employee provided no service and was not on authorized leave.

D. Release Days for Special Education Teachers

A teacher whose primary responsibility is special education shall be granted three (3) release days during the school year for the purpose of recordkeeping and/or conferences with parents. The administrator and the teacher shall mutually agree upon when said days are to occur. On the release days, the teacher shall have full access to all confidential materials and equipment necessary to complete the recordkeeping. Additionally, students will be relocated in a manner that will facilitate privacy and access to materials/equipment for the teacher.

E. Maternity/Paternity/Adoption Leave

1. A teacher may use four (4) weeks of paid sick leave for the purpose of adoption.
2. A teacher requesting unpaid leave for maternity/paternity, or adoption shall have the right to such leave with thirty (30) days notice or as early as possible

to the Superintendent of the proposed commencement of such leave. Such notification may be amended as circumstances warrant.

3. Such unpaid leave may be for up to one (1) year, at the teacher's option.
4. During such leave the teacher shall have the option to continue any/all benefits at the group rate, provided the appropriate payment is made to the Board's Treasurer in a timely manner.
5. Upon returning from leave, the teacher will resume the contract status which he/she held prior to such leave and will return to the same or similar assignment held prior to such leave.

F. Military Leave

1. In accordance with Section 3319.14 of the Ohio Revised Code, military leave of absence shall be granted to any regular contract teacher who shall be inducted, called to active duty, or who enlists or volunteers for military duty with any branch of the armed forces of the United States.
2. Any teacher whose contracted services in the New Riegel Local School District has been interrupted by active duty in the armed forces shall be reemployed in accordance with the provisions of Section 3319.14 of the Ohio Revised Code.

G. Continuing Education

1. A full-time or regular part-time teacher after five (5) consecutive years of employment in the District, upon application may be granted an unpaid leave of absence not to exceed one (1) year.
2. Upon returning from leave, the teacher will resume the contract status which he/she held prior to such leave and will return to the same assignment held prior to such leave or to another professional assignment within the school system.

H. Pool for Catastrophic Illness/Injury

1. The parties agree to establish a Sick Leave Pool for teachers. The purpose of the Pool shall be to provide certified staff that have exhausted all paid sick leave and personal leave with additional sick leave days for catastrophic illness or injury to himself/herself or immediate family.

Catastrophic illness or injury being defined as a critical medical condition considered to be terminal, long-term major physical impairment, or disability.

2. Administration and use of the Pool shall be subject to the following:
 - a. The Pool shall be administered by a committee of four (4). Two (2) members shall be selected by the Association. The other two (2)

members shall be the Superintendent and Treasurer. All decisions shall be made by a majority vote of all members of the Committee. All voting in the Committee shall be confidential and by secret ballot. Decisions of the Committee cannot be appealed through any means or methods provided in the Negotiations Agreement or otherwise.

- b. Certified staff on his/her own behalf, or any employee on behalf of the employee requiring additional leave shall present the request in writing to the President of the Association. This request shall include the approximate number of days required. The number requested may be adjusted as necessary. The President shall present the request to the Sick Leave Pool Committee for consideration. The Committee may request proof of catastrophic nature of the illness/injury if the majority of the Committee believes such information will be helpful in consideration of the request. Such proof shall consist of written confirmation by a physician or appropriate qualified professional that the illness/injury will require the recuperation time requested and is of a nature that qualifies as catastrophic.
- c. If the request is approved by the Committee, the President of the Association will notify all certified staff of the request. A form will be provided for certified staff to indicate willingness to contribute sick leave. This form shall include the number of days the staff member is willing to contribute. Forms and contributions will be confidential. The Association shall compile the donations and present the forms to the Treasurer of the Board for appropriate action. If the staff member's contribution is not needed, the Association shall return the form to the donating member and it shall not be presented to the Treasurer. The Treasurer shall provide notice to the contributing staff member as to the number of days that will be deducted from the contributing staff member's sick leave accumulation. Only whole days may be contributed.
- d. A staff member may be granted up to thirty (30) days with one (1) request but not to exceed the number of contract days remaining in the school year of the request.

3. General Provisions

- a. The President of the Association and/or Committee members shall not have access to confidential medical information without permission of the employee requesting assistance.
- b. The Sick Leave Pool can only be used for the remainder of the month in which the bargaining unit member has been approved for disability retirement by STRS.

PART V. GRIEVANCE PROCEDURE

A. Purpose

1. A grievance procedure is a method by which an individual or group of teachers can express a complaint, problem, or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels. Said procedure shall provide democratic interpretation and application of personnel policies and practices.
2. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time.

B. Definitions

1. A "grievance" is a claim by a teacher(s) of the bargaining unit or the Association, that there has been a violation, misapplication, or misinterpretation of one or more of the provisions of this agreement.
2. A "grievant" is a teacher(s) or Association having a grievance.
3. A "day" in this section shall mean a working day. The number of days indicated at each level shall be considered as maximum and should be adhered to in expediting the procedure.
4. The term "teacher", when used in this document, shall refer to an individual or group of individuals who are members of the bargaining unit.

C. Procedure

Time limits stipulated should be adhered to strictly as maximums to ensure rapid resolution to problems and issues concerned. Lack of adherence to the time limits by the grievant can result in the declaration that resolution has been obtained by the last level of hearing. Time limits may be extended only by mutual agreement of all parties concerned.

D. Level One - Informal

Within ten (10) days of a condition or knowledge of a condition that a teacher considers a grievance, he/she shall discuss the problem with his/her immediate supervisor, or with the member of the administration whose action or inaction created the situation in an attempt to resolve the problem without filing a formal grievance. He/she may do this alone or with his/her official Association representative.

E. Level Two - Formal

1. In the event the grievant is not satisfied with the disposition at Level One, or no decision has been rendered within five (5) days after the informal meeting, he/she may initiate the formal proceedings.
2. In all levels of the formal proceedings, official grievance report forms shall be made in triplicate; one (1) for the grievant; one (1) for the administration; one (1) for the Association.
3. Within five (5) days of the filing, a hearing shall be arranged between the grievant, the immediate supervisor, and Association representative, and other parties who may be needed to give information relative to the claim. The disposition by the supervisor shall be added to the grievance report form in triplicate prior to the adjourning of this hearing.

F. Level Three

1. If the grievant is not satisfied by the disposition of the immediate supervisor, he/she may seek a hearing with the Superintendent within five (5) days after the hearing in Level Two, by completing step two of the grievance report form in triplicate and submitting it to the Superintendent. Within the next five (5) days a hearing shall be arranged between the grievant, the Superintendent, and a representative of the Association, and other parties that may be needed to give information relative to the claim.
2. The disposition of the Superintendent shall be completed prior to the adjournment of the hearing.
3. In the event that the Level Two, or formal step, of this procedure was with the Superintendent, the next step would be Level Four.

G. Level Four

If the grievant is not satisfied with the disposition made at Level Three, the grievant, the Association and the Superintendent may mutually agree in writing to mediate. If there is mutual agreement, the grievant shall within ten (10) days of the Level Three disposition by the Superintendent appeal the grievance to Grievance Mediation with the Federal Mediation and Conciliation Service (FMCS). Any grievance not moved to the next step within the ten-day limit shall constitute waiver of such grievance. The parties will hold a mediation session as soon as practicable following the selection of a mediator, but in no event more than thirty (30) calendar days from the appeal date, unless mutually agreed. In the event there are costs associated with the mediation, the parties shall share those costs. As of the date of the written agreement to submit the grievance to mediation, the timeline for appealing to Level Five shall be stayed until the end of the Grievance Mediation session.

H. Level Five

1. If the grievant and the Association are not satisfied with the disposition in Level Four, he/she may demand that the issue be submitted to arbitration within five (5) days after the Level Four hearing.
2. The American Arbitration Association according to its voluntary rules and regulations shall appoint the arbitrator. Information submitted to the arbitrator shall be confined to the information and positions related in the lower levels of the grievance proceedings relative to the parties concerned.
3. The arbitrator shall make his/her report and recommendations to the grievant, the Superintendent, the clerk of the Board of Education, and the president of the Association. His/her decision shall be final and binding on the Association, its members, the teacher or teachers involved, and the Board of Education. Cost of the arbitrator's services shall be paid for equally by the Board of Education and the Association.
4. The arbitrator must limit himself/herself to the express language of this written Agreement and cannot add to, subtract from, alter or modify the express terms of the Agreement.

I. Rights of Parties

1. Both parties agree that grievance proceedings should be handled in a confidential manner.
2. Nothing contained herein shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
3. A representative of the Association shall be available to assist all teachers governed by this procedure. Such assistance may include: information and interpretation of the grievance procedure, providing of official forms used in the formal steps of the proceedings, recommending of Association support and position on the issue, recommendation that the Association not support the issue. Action on official position of the Association may take place at any level of the proceedings.
4. Nothing in this procedure shall be construed so as to deny the Association or its representatives the right to redress before an appropriate administrative agency or through the courts, if such a course seems to them at their sole discretion more appropriate. Nothing in this procedure shall be construed to deny the individual, the Association, or its representatives the right to seek redress by law.
5. No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this procedure.

6. No teacher shall be denied the right to legal advice and/or counsel in any of the levels listed above.
7. A grievance may be withdrawn at any level without prejudice.
8. Copies of all written decisions of grievance shall be sent to all parties involved, the Association president, the grievant, and the appropriate administrator.
9. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this agreement.
10. Forms for processing grievances shall be made available through all administrative offices in the building, the central administration office, and designated officials of the Association including building representatives and members of the Association grievance committee.
11. Records of the grievance proceedings shall be confidential information. The clerk of the Board should keep official records in a confidential separate file.

PART VI. LABOR MANAGEMENT COMMITTEE (LMC)

- A. The Superintendent and another administrator of his choice and two (2) members appointed by the Association President shall meet at least once in the months of September, November, January, and April to attempt to resolve non-contractual issues and to avoid possible misunderstandings or grievances. Either party may convene a meeting in the other months during the school year. Meeting times, dates and length of meetings shall be established by mutual agreement.
- B. The LMC will receive base-line training from the Federal Mediation and Conciliation Service at times, dates and places mutually agreed by the parties.
- C. The LMC is not and shall not be used as a forum to discuss or resolve issues which have already been submitted as grievances. Nor shall the LMC take the place of negotiations by negotiating contract language or Memorandums of Understanding. Grievances shall be processed through the grievance procedure and shall not appear on the agenda of the Committee.
- D. After each LMC meeting, a summary of the minutes of the meeting shall be prepared by the Committee to be shared with bargaining unit members and the Board.

DURATION OF AGREEMENT

The language items of this Negotiated Agreement shall be in full force and effect from July 1, 2022 through June 30, 2025.

This Agreement between the New Riegel Education Association and the New Riegel Local Board of Education is hereby adopted and attested to on the _____ day of _____, 2022.

NEW RIEGEL
LOCAL BOARD OF EDUCATION

NEW RIEGEL
EDUCATION ASSOCIATION

BY _____
Board President

BY _____
NREA President

AND

BY _____
Superintendent

BY _____
Negotiator

BY _____
Negotiator

BY _____
Negotiator

BY _____
Negotiator

BY _____
Negotiator

BY _____
OEA Labor Relations Consultant

NEW RIEGEL SALARY SCHEDULE 2022-2023

Step	BA	BA+150	MA	MA+15
0	37,068	38,736	40,775	42,628
1	38,614	40,452	42,691	44,815
2	40,156	42,165	44,604	47,002
3	41,702	43,881	46,520	49,189
4	43,244	45,594	48,433	51,376
5	44,789	47,310	50,349	53,563
6	46,335	49,022	52,266	55,750
7	47,877	50,739	54,179	57,937
8	49,423	52,451	56,095	60,124
9	50,965	54,167	58,008	62,311
10	52,511	55,880	59,924	64,498
11	54,056	57,596	61,841	66,685
12	55,602	59,309	63,757	68,872
15	57,148	61,021	65,673	71,059
18	58,693	62,741	67,590	73,246
21	61,240	64,461	69,506	75,433
24	63,787	67,008	72,053	77,980
27	\$1,000 +			

NEW RIEGEL SALARY SCHEDULE 2023-2024

Step	BA	BA+150	MA	MA+15
0	38,180	39,898	41,998	43,907
1	39,772	41,666	43,972	46,160
2	41,360	43,430	45,942	48,412
3	42,953	45,197	47,916	50,665
4	44,541	46,961	49,886	52,917
5	46,133	48,729	51,860	55,170
6	47,725	50,493	53,834	57,423
7	49,313	52,261	55,804	59,675
8	50,905	54,025	57,778	61,928
9	52,494	55,792	59,748	64,181
10	54,086	57,556	61,722	66,433
11	55,678	59,324	63,696	68,686
12	57,270	61,088	65,670	70,938
15	58,862	62,852	67,644	73,191
18	60,454	64,623	69,617	75,444
21	63,077	66,395	71,591	77,696
24	65,700	69,018	74,214	80,319
27	\$1,000 +			

NEW RIEGEL SALARY SCHEDULE 2024-2025

Step	BA	BA+150	MA	MA+15
0	39,325	41,095	43,258	45,224
1	40,965	42,915	45,291	47,544
2	42,601	44,732	47,320	49,864
3	44,241	46,553	49,353	52,184
4	45,877	48,370	51,382	54,504
5	47,516	50,190	53,415	56,825
6	49,156	52,007	55,448	59,145
7	50,792	53,828	57,477	61,465
8	52,432	55,645	59,511	63,785
9	54,068	57,466	61,540	66,105
10	55,708	59,282	63,573	68,426
11	57,348	61,103	65,606	70,746
12	58,988	62,920	67,639	73,066
15	60,627	64,737	69,672	75,386
18	62,267	66,561	71,705	77,706
21	64,969	68,386	73,738	80,026
24	67,670	71,088	76,440	82,728
27	\$1,000 +			

New Riegel Local Schools
Extracurricular Salary Schedule
 July 1, 2022 to June 30, 2025

	<u>Percentage</u>
Athletic Director	22.5
Varsity Boys Basketball	14.0
Assistant Boys Basketball	9.5
Varsity Girls Basketball	14.0
Assistant Girls Basketball	9.5
Varsity Baseball	10.5
Assistant Baseball	6.5
Varsity Softball	10.5
Assistant Softball	6.5
Varsity Track	10.5
Assistant HS Track (2)	6.5
Varsity Volleyball	10.5
Assistant Volleyball	6.5
Varsity Cross Country	10.5
Varsity Golf	8.0
Varsity Cheerleading	12.5
Freshman Boys Basketball	7.0
Freshman Girls Basketball	7.0
Freshman Volleyball	6.0
School Year Weight Room Coord. (4.5 hours/week min.)	4.5
Summer Weight Room Coord. (3.5 hours/week min.)	1.5
Junior High Athletic Director	9.5
Winter Concession Stand Advisor	6.0
8 th Grade Boys Basketball	6.0
8 th Grade Girls Basketball	6.0
8 th Grade Volleyball	5.5
7 th Grade Boys Basketball	6.0
7 th Grade Girls Basketball	6.0
7 th Grade Volleyball	5.5
JH Cross Country	5.5
JH Track	5.5
Assistant JH Track	4.0
JH Cheerleading	4.5
Bowling	8.0
E-Sports Coordinator	5.0
Clay Target League Coordinator	5.0

APPENDIX B

	<u>Percentage</u>
Senior Class Advisor	3.5
Junior Class Advisor	3.5
Sophomore Class Advisor	1.0
Freshman Class Advisor	1.0
8 th Grade Class Advisor	1.0
Instrument Music Director	10.0
Vocal Music Director	3.0
Jacket Company	5.0
Musical Director	6.0
Club Show	5.0
Color Guard	6.0
Elementary Christmas Special	1.5
Yearbook	3.0
HS Student Council	6.0
Honor Society	2.0
SADD	1.5
Art Coordinator/Club	1.5
Elementary Student Council	1.0
HS Quiz Bowl	1.0
Language Club	1.0
Power of the Pen	1.0
Right to Read Coordinator	1.0
Service Learning	1.0

Stipends

Detention – After School and Saturday	\$15/hour
Elementary Music Programs	\$15/hour
Volleyball Scoreboard Operator	\$20/game (\$220 Total)
Boys/Girls Basketball Announcer	\$20/game (\$220 Total)
Boys/Girls Basketball Scoreboard Operator	\$20/game (\$220 Total)
Boys/Girls Basketball Timer	\$20/game (\$220 Total)

Salary Schedule effective July 1, 2022.

1. Base rate shall be based on the salary schedule in effect on July 1st of the year the contracts are issued and that rate shall apply for the length of the contract.
2. Certificated employees shall be placed on the BA column according to the number of years experience in that sport or activity to a maximum of ten (10) years.
3. Non-certified shall be placed on the BA schedule depending on the number of years experience in that sport or activity to a maximum of ten (10) years experience.
4. The Board will assume the following cost of course work needed for a certified employee to become eligible to be hired on a supplemental contract:
 - a. CPR
 - b. Fundamentals of Coaching
 - c. Pupil Activity Class.

GRIEVANCE FORM

Grievance # _____

Name of Grievant _____

Building _____

A. Statement of Grievance: (Additional information may be attached if needed)

B. Identify contract provision violated, misinterpreted, or misapplied:

C. Relief sought:

Signature of Aggrieved

Date

STEP ONE

Appropriate Supervisor _____

Date filed _____

Disposition of Supervisor:

Signature of Supervisor

Date

STEP TWO

Date filed _____

Disposition of Superintendent:

Signature of Superintendent

Date

STEP THREE

Date filed _____

Disposition of Board:

Signature of Board President

Date

APPEAL TO ARBITRATION

Date filed _____

Signature of Association President

NEW RIEGEL LOCAL SCHOOL DISTRICT
TUITION REIMBURSEMENT
NOTICE OF INTENT AND COMPLETION

Complete the top portion of this form and submit both copies. One (1) copy will be returned to staff member to use later as submission for payment. To be considered for tuition reimbursement, this form must be submitted prior to taking the course(s).

Staff Member Name _____ Date _____

Course Title(s) _____

Brief Course Description(s):

Name of College/University _____

Starting Date _____ Ending Date _____

Credit Value _____ Semester Hours Quarter Hours (circle one)

Please refer to the Negotiated Agreement for the conditions and requirements of tuition reimbursement.

_____ I intend to take the above listed course(s).

Staff Member Signature

Submitted Date

Superintendent Signature

Received Date

XX

Section to be completed after coursework is completed

_____ I have completed the course(s) and qualify for reimbursement per the Negotiated Agreement. The required documentation is attached.

Staff Member Signature

Submitted for Payment Date

Superintendent Signature

Approval Date

This fully completed form with required documentation attached must be turned in to the Treasurer no later than September 1st.