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FINAL: 05/20/2016

MASTER CONTRACT

between the

NILES CITY BOARD OF EDUCATION
(Trumbull County)

and the

NILES EDUCATION ASSOCIATION

Effective

September 1, 2016
Through
August 31, 2019

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PREAMBLE

- A. It is recognized that the best interest of public education in the City of Niles is the promotion of harmonious relationships between the Niles City Schools and the members of the Bargaining Unit. It is the intent of the parties of this Contract that the procedures set forth herein shall serve as a means for peaceful settlement of all disputes that may arise between them. This is the Contract covering all matters pertaining to wages, hours, terms, and conditions of employment to be observed by those affected.
- B. Unless the Board agrees otherwise in this Contract, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the Board to:
- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
 - (2) Direct, supervise, evaluate, or hire employees;
 - (3) Maintain and improve the efficiency and effectiveness of Board operations;
 - (4) Determine the overall methods, process, means, or personnel by which Board operations are to be conducted;
 - (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
 - (6) Determine the adequacy of the work force;
 - (7) Determine the overall mission of the Board as a unit of government;
 - (8) Effectively manage the work force;
 - (9) Take actions to carry out the mission of the Board as a governmental unit.

The Board is not required to bargain on subjects reserved to the management and direction of the District except as affect

wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Contract. An employee or the NEA may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE I - RECOGNITION

1.01 Statement of Recognition

The Board hereby recognizes the NEA as the exclusive representative of the Personnel as hereinafter defined; and, accordingly, the NEA makes this Contract in its capacity as the exclusive bargaining representative of such hereinafter defined personnel.

1.02 Definition of Bargaining Unit

1.021 Inclusions

The "Bargaining Unit" subject of this Contract shall mean all teachers, as defined in Ohio Revised Code, Section 3319.09, including Guidance Counselors and School Nurses.

1.022 Exclusions

Specifically excluded from the Bargaining Unit are the following positions: Superintendent, Principals, Assistant Principals, School Psychologists, Director of Education, and Substitute Employees, Home Instructors, Tutors, and Monitors shall be excluded if they are employed solely for those purposes.

1.03 Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

- A. Employee: Any employee in the bargaining unit defined in Section 1.02 of this Agreement.
- B. Day: A calendar day.
- C. Workday: A day on which an employee is scheduled to report for work during the regular school year; during

the summer recess, any Monday through Friday when the central administration office is open for regular business, excluding recognized holidays.

- D. Immediate Supervisor: The Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by the NEA.
- E. Superintendent: The Superintendent of the Niles City School District or his/her designated representative.
- F. NEA: The Niles Education Association.
- G. Board: The Board of Education of the Niles City School District.
- H. District: The Niles City School District.
- I. Seniority:
 - 1. Seniority shall be determined by the length of continuous service as an employee beginning with the first day worked. If two (2) or more employees have the same length of continuous service, then seniority will be determined by:
 - a. The date of the Board meeting at which the employee was hired for the current continuous service, and then by;
 - b. The length of any previous service as an employee in the District, and then by;
 - c. Employee's application date.
 - d. A coin toss, or, if more than two employees are tied, in a drawing of lots, in the presence of the Superintendent and a representative designated by the NEA President. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.

2. Application

- a. Seniority will be applied as follows: All employees shall be placed on a seniority list within their area or areas of certification.
- b. Beginning with the effective date of this Contract, seniority for part-time employees who render service during the six hours and fifty-five minutes regular workday shall be determined by totaling the number of hours worked during the school year and dividing such total number of hours first by 6.92, then by 183.
- c. Service rendered beyond the school year or beyond the school day will not be counted toward seniority.
- d. An employee who leaves the bargaining unit for any position with the District shall not have his seniority interrupted if he/she is eligible to return and does return to the bargaining unit within two (2) years. An employee may take advantage of this provision only one (1) time.
- e. Length of continuous service will not be interrupted or affected by authorized leaves of absence, a layoff, or disability retirement.

ARTICLE II - NEGOTIATIONS PROCEDURE

2.01 Inauguration Steps to Agreement

Issues proposed for negotiations shall be submitted in writing to the Superintendent by the President of the NEA, and to the NEA by the Superintendent, on or before April 1st of the year in which the Contract expires. Said proposals shall be specific and complete. A mutually agreed meeting date will be set no later than ten (10) days thereafter, unless all parties agree to a later date.

2.02 Negotiating Teams

The Board and the NEA shall be represented at all negotiating meetings by a team of negotiators, not to exceed five (5) members on each team, excluding any consultant. Neither party shall have any control over the selection of the negotiation representatives of the other party. All negotiations shall be conducted exclusively between said teams. While no final agreement shall be executed without ratification by the NEA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach tentative agreement in the course of negotiations.

2.03 Meetings

The designated representatives of the Board shall meet with the NEA for the purpose of affecting a free exchange of opinions, facts, proposals, and counterproposals, in order to reach mutual understanding and agreement on appropriate matters submitted for negotiations.

2.031 Good Faith Negotiations

All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

2.032 Exchange of Information

The Board, the Superintendent, and the Niles Education Association agree to exchange, upon reasonable request, all available information necessary to negotiate intelligently and accurately.

2.033 Caucus

Upon the request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable period to caucus.

2.034 Consultants

Consultants may be used if deemed advisable by either party. The expense of such consultants shall be borne by the party requesting them.

2.04 Agreement

As agreement is reached on each issue, it shall be so noted and initialed by each party. When final tentative agreement is reached, the tentative agreement shall be submitted to the membership of the NEA and to the Board for ratification.

2.05 Disagreement

If agreement is not reached within forty-five (45) days after the first negotiation meeting, the teams shall report back to their respective party for further advice and input. Neither party would be required to meet further, but, thirty (30) days prior to contract expiration, either party may request Federal Mediation, and the other side shall join in resumed discussions. Should a new contract not be agreed upon by the expiration date of the original contract, the terms of this procedure shall expire.

2.06 In-term Bargaining

If, during the term of the Contract, in-term bargaining is required under ORC Section 4117.08, the parties shall meet and bargain. If the parties are unable to reach agreement during such in-term bargaining within fifteen (15) days of the first bargaining session, either party may submit the issue to expedited total package final offer binding arbitration in accordance with the procedures stated in Section 3.052 Step IV of this Contract. If neither party invokes binding arbitration, the status quo shall be maintained and will not be subject to change during the remainder of the term of the Contract nor the subject of future bargaining during the term of the Contract.

Should a dispute arise over whether or not bargaining is required, the dispute shall be submitted to final and binding expedited arbitration under rules of the American Arbitration Association. The status quo shall be maintained pending the outcome of expedited arbitration.

This Section shall not apply to any matters specified by the terms of this Contract. Such terms may not be modified without prior written agreement of the parties.

2.07 Labor Management Committee

Board and NEA representatives, to include the Superintendent and the NEA President, shall meet on a quarterly basis to discuss matters of concern raised by either party. Such meeting shall not be for the purpose of circumventing the negotiations procedure or grievance procedure provided in this Contract. Each party shall submit in writing to the other, at least one (1) workday before the meeting, an Agenda listing those matters it wishes to discuss. The meeting may be cancelled or postponed by mutual agreement. The meeting shall not have more than four (4) representatives from each side present, unless by mutual agreement. Meetings shall be chaired alternately by the NEA President and the Superintendent.

ARTICLE III - GRIEVANCE PROCEDURE

3.01 Purpose

This grievance procedure is designed to ensure fair and orderly discussion of grievances without fear of reprisal; to promote open communication between the administration and employees; and to secure resolution of disputes at the lowest possible level.

3.02 Definitions

3.021 A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Contract.

3.022 The "grievant" is the employee, group of employees, or the NEA filing the alleged grievance.

3.023 "NEA Representative(s)" shall mean the authorized representatives of the NEA.

3.03 No Reprisals

If an employee files a grievance, such fact cannot be used against that employee in any recommendation for

reemployment or for any other employment; nor shall the employee or the NEA be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure. Grievance records are to be kept separate from permanent file records.

3.04 General Provisions

3.041 Time Limits

A grievance (Formal Step I) must be filed within fifteen (15) workdays of the date on which the grievant could have known reasonably of the event or condition giving rise to the grievance. The time limits specified in this Article may be extended by written agreement of the respective administrator and the NEA.

3.042 Waiver of Right to File

The grievant's failure to comply with any time limit specified in this article shall constitute a waiver of his/her right to pursue the grievance further.

3.043 Right to Advance

If a disposition of the grievance by the appropriate Board representative is not made within the required time limits, the grievant may pursue the grievance at the next level.

3.044 Notices and Decisions

All notices of hearings and decisions shall be sent to all parties involved at each step.

3.045 Processing Grievances During the Summer

If a grievance is filed near the end of the school year, both parties will attempt to resolve the grievance as soon as possible. Grievances, if not resolved by the end of the school year, shall continue to be processed during the summer.

3.046 Exclusivity

This grievance procedure shall be the exclusive means of resolving disputes concerning the alleged violation, misapplication, or misinterpretation of this Contract.

3.047 NEA Responsibility

Except as provided under the informal grievance procedure, the NEA will be the recognized agent for all employees, and will have the responsibility for preparing, filing, and complying at all levels of the procedure.

3.048 Forms

- a. Forms for the processing of grievances will be found at Appendix A of this contract and will be available from the NEA.
- b. The cost of forms, relative to this article, shall be borne by the Board.

3.049 Attendance at Grievance Meetings

Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limit for such meeting shall be extended to a date when such persons can be present. When grievance meetings or hearings required by this Article are scheduled mutually by the parties to be held during working hours, any employee whose presence is required shall be able to attend without loss of pay or accumulated leave.

3.0410 Initial Filing

If the grievance involves more than one work location or a group or class of employees and the immediate supervisor is without authority to grant the relief sought; or arises from the action or inaction of an administrator above the level of the immediate supervisor, it may be filed initially with the Superintendent at Step 2 of the grievance procedure and the informal discussion may be waived.

3.05 Grievance Procedure

3.051 Informal

The grievant shall first discuss the alleged grievance with his or her immediate supervisor and indicate that the issue may be the subject of a formal grievance. In the event that a request for a meeting by the employee is not honored by the immediate supervisor, the employee shall proceed with the formal step of the procedure.

3.052 Formal

Step I - Immediate Supervisor

If a disposition at the informal stage is unsatisfactory, then the NEA may file a formal grievance at Step I. Within five (5) workdays of receipt of the Grievance Form, the immediate supervisor shall meet with the grievant and the NEA Representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within ten (10) workdays after such meeting. The NEA and the Superintendent shall be notified, in writing, as to the disposition of the grievance.

Step II - Superintendent

If the NEA is not satisfied with the disposition of the grievance by the immediate supervisor, within ten (10) workdays of receipt of the Step I disposition, or if no disposition has been made within the above stated time limits, the NEA may submit the grievance to the Superintendent. Within ten (10) workdays, the Superintendent shall meet with the grievant and the NEA Representative. Within ten (10) workdays of the meeting, the Superintendent shall indicate, in writing, his disposition by forwarding it to the NEA. The Superintendent shall report the grievance disposition to the Board no later than its next regular meeting.

Step III - Binding Arbitration

- a. If the NEA is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the above stated time limits, the NEA may submit the matter to arbitration by giving to the Superintendent written notice of its intent to do so within fifteen (15) workdays following the receipt of or deadline for the receipt of the Superintendent's disposition of the grievance. The request for arbitration shall be submitted no earlier than three (3) workdays of the notice of intent cited above and shall be submitted to the American Arbitration Association (AAA) under the Voluntary Labor Arbitration Rules of AAA, which rules shall govern the selection of an arbitrator and the conduct of the arbitration proceedings.
- b. The arbitrator's decision will be in writing, and will set forth his/her findings of facts, reasonings, and conclusions on the issue(s) submitted to him/her.
- c. The decision of the arbitrator will be restricted to whether there is a violation, misinterpretation, or misapplication of this Contract and he/she shall specify the remedy, if any, in accordance with the terms of this Contract.
- d. The decision of the arbitrator, on any issue properly before him/her, shall be binding upon the Administration, the Board, the NEA, and all employees concerned.
- e. The arbitrator shall have jurisdiction and authority only to interpret and apply the provisions of this Contract. He/she shall not have jurisdiction or authority to add to, or to detract from or alter, any provisions of this Contract, nor shall he/she have authority to make any decisions which are prohibited by, or are in conflict with any existing laws.

- f. The costs for all aspects of arbitration shall be shared equally by the Board and NEA.

ARTICLE IV - NEA RIGHTS AND PRIVILEGES

4.01 No Reprisals

The Board and Administration agree that there will be no reprisals, of any kind, taken against the employees for action taken relative to negotiations, and/or membership representation, and/or holding office in the NEA, and/or for the formal filing of a grievance.

4.02 Board Meetings and Public Records

The NEA will be provided with copies of the minutes of official meetings of the Board. A copy of the official agenda, or any other public record, will be made available to the NEA President when released to the Board. The NEA President or his/her designee shall be granted the privilege of addressing the Board on all matters directly related to NEA rights as delineated in ORC 4117.

4.03 NEA Activities During Lunch

NEA activities shall be allowed during the lunch period, providing there will be no disruption of classes.

4.04 OEA Delegate Assembly

With Board approval, four (4) selected representatives of the NEA may be permitted to use one (1) workday each to attend the Fall Ohio Delegate Assembly of the Ohio Education Association and four (4) selected representatives of the NEA may be permitted to use two (2) workdays each to attend the Spring Ohio Delegate Assembly of the Ohio Education Association.

4.05 Use of School Buildings

The NEA will have the right to use school buildings, with prior notification and approval from the Central Office, providing the Board does not incur any additional expense for such meeting.

4.06 Bulletin Boards

The NEA may provide and maintain one (1) bulletin board, of the appropriate size, to be placed in the faculty lounges at each school building for the purpose of displaying notices, circulars, and other NEA materials.

4.07 Inter-School Mail

The NEA shall have the right to use the inter-school mail system to distribute materials to their building representatives.

4.08 Information

The NEA will be provided with the names and addresses of all new employees and all retiring employees, as soon as such information is available.

4.09 NEA Leave

When it is necessary for an official representative of the NEA to engage in NEA activities directly relating to the NEA's duties as representative of the employees during the school day, they may be given such free time, without loss of pay, as is necessary to perform any such activities. The total number of workdays per contract year shall be six (6). The NEA and its officers recognize and agree that this privilege should not be abused. Additional workdays, if requested, may be approved by the Superintendent. The NEA President shall be assigned a duty-free period of not less than forty-five consecutive minutes each workday for the purpose of conducting NEA business.

4.10 NEA Dues Deduction

4.101 Authorization

It shall be the duty of the NEA to present the Board Treasurer with written authorization for dues from its members, and the Board Treasurer will deduct the amount in equal deductions once a month. Deductions shall continue automatically, unless withdrawn. Withdrawal of authorization for NEA dues must be in writing to the NEA and the Board between August 15th and September 15th. If the deduction is not withdrawn, the NEA shall give, in

writing, to the Board Treasurer and the employee, no later than September 30th, the amount to be deducted that school year.

4.102 Transmission of Dues

The Board Treasurer shall forward to the NEA Treasurer a check for the amount deducted for each scheduled deduction pay within ten (10) days of the deductions.

4.103 Restrictions

Persons who are not currently on payroll deduction for NEA dues are permitted to obtain payroll deduction at any time during the school year. The deduction authorization must be submitted at least ten (10) workdays prior to the once a month deduction, and will be equally divided over the remaining once a month deductions for that school year.

4.104 Other Deduction

In accordance with the above procedure, the NEA political action committee voluntary deduction shall be allowed.

4.11 Payroll Deduction of Fair Share Fee

4.111 Authorization

The Treasurer of the Board shall deduct from the pay of employees who elect not to become or to remain members of the NEA, a Fair Share Fee for the NEA's representation of such non-members during the term of this Contract.

4.112 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee shall be transmitted by the NEA to the Treasurer of the Board on or about October 15th of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the NEA.

4.113 Schedule of Fair Share Fee Deduction

a. All Fair Share Fee Payers

Payroll deduction of such annual Fair Share Fee shall commence on the first (1st) pay date a dues deduction is scheduled which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first (1st) pay date, a dues deduction is scheduled, on or after the later of:

- 1) Sixty (60) days employment in a Bargaining Unit position; or
- 2) January 15th.

b. Upon Termination of Membership During the Membership Year

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

4.114 Transmittal of Deductions

The Treasurer of the Board further agrees to accompany each such transmittal with a list of the names of the employees for whom deductions were made, and the amounts deducted for each.

4.115 Procedure for Rebate

The NEA represents to the Board that an Internal Rebate Procedure has been established in accordance with Section 4117.09(C) of the Revised

Code and that a procedure for challenging the amount of the Representation Fee has been established and will be given to each employee who does not join the NEA, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

4.116 Entitlement to Rebate

Upon timely demand, non-members may apply to the NEA for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the NEA.

4.117 Indemnification of Board

The NEA, on behalf of itself and the OEA and NEA (National Education Assn.) agrees to indemnify the Board and/or its Administrators for any costs or liability incurred as a result of the implementation and enforcement of this provision, provided that:

- a. The Board shall give a ten day (10) written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
- b. The NEA shall reserve the right to designate counsel to represent and defend the Board; and
- c. The Board agrees to:
 - 1) give full and complete cooperation and assistance to the NEA and its counsel at all levels of the proceeding;
 - 2) permit the NEA or its affiliates to intervene as a party if it so desires; and/or
 - 3) to not oppose the NEA or its affiliate's application to file briefs Amicus Curiae.

4.12 Personal and Academic Freedom

4.121 Private Life

The private life of an employee is not within the appropriate concern or attention of the Board, except as it may directly prevent the employee from properly performing his/her assigned functions during the work day.

4.122 Rights of Citizenship

Employees will be entitled to full rights of citizenship, and no religious or political activities of any employee, or lack thereof, will be grounds for any discipline or discrimination with respect to the employment of such employee, providing said activities are not violative of laws.

4.123 Censorship

The Board and the NEA agree that academic freedom is essential to the fulfillment of the purposes of the District, and they acknowledge the fundamental need to protect employees from any censorship or restraint which might interfere with their teaching functions.

4.124 Restrictions

Academic freedom shall be granted to employees, within the confines of state and federal law and Board policy, in order to create in the classroom an atmosphere of freedom, which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to the study, investigation, presentation, and interpretation of the facts which stress the interplay of ideas. The employee is responsible for exercising good judgment in selecting for discussion those relevant issues which he/she may deem to be of value to the maturity and understanding of the students involved.

4.13 Tuition Waiver

4.131 Entitlement

A child who lives in another district whose parent is a full-time employee in the District may attend the District on a tuition free basis, provided:

4.132 Restrictions

- a. the transportation for such child and supervision before and after school shall be the responsibility of the parent; and
- b. enrollment shall be upon the approval of the Superintendent, which shall not be unreasonably withheld.

4.14 Exclusivity

The rights and/or privileges granted to the NEA by this article will not be granted to any other employees' group or which purports to represent any employee or group of employees covered by this Agreement.

4.15 Use of Equipment

The NEA shall have the right to the reasonable use, on school premises, upon notice to the immediate supervisor, of school equipment at all reasonable times during school hours, for employees at that school when such items are not otherwise in school use.

4.16 Bargaining Unit Rosters

The NEA shall be provided a current bargaining unit roster, upon request, up to two (2) times annually. Such roster shall contain the following information about each employee, listed alphabetically by the employee's name: home address, home telephone number, and job assignment.

4.17 Board Policy/Rules

The NEA shall be provided with two (2) copies of all Board policies, rules, regulations and procedures and any subsequent amendments as they occur.

4.18 School Calendar

The President of the NEA will be given a copy of the proposed school calendar each year thirty (30) days prior to its being presented to the Board for approval. The NEA shall be permitted to make recommendations regarding the school calendar through the Labor Management Committee.

ARTICLE V - LEAVES

5.01 Restrictions (All Leaves)

5.011 Half Day or Full Day Increments

All requests for leaves as stipulated in this article shall be for full-day personal and emergency or half-day increments for sick day.

5.012 Part-Time Service

Employees, who render part-time services, are entitled to the leaves listed in this article for the time actually worked on a pro-rated basis.

5.013 Conversion

Part-time employees, who may obtain full-time positions, shall at the time of full-time employment, have their accumulated leave time converted into full-time equivalency.

5.014 Return from Leave

The employee on leave of absence without pay will be returned to the same position held at the time said leave commenced if the employee returns from such leave within one year of the date the leave commenced. Thereafter, and in cases where said position does not exist, the employee shall be made aware of all existing vacancies in the District at the time and shall then be placed according to Sections 6.021 of this Contract.

5.015 Early Return from Leave

An employee desiring to return to active duty before the expiration of the leave of absence shall be granted such return effective no later than the beginning of the next grading period after thirty (30) days written notice to the Superintendent by the employee.

5.016 Reporting Off Duty; Returning to Duty

A. In case it is necessary for an employee to be absent from duty, the employee shall provide notice thereof to a central District-wide telephone number dedicated for that purpose as soon as the necessity for such absence has been determined but not later than 6:15 a.m. for Middle and High School staff and 6:30 a.m. for Intermediate and Primary staff on the date of the absence. An employee expecting to return to duty following absence shall provide notice thereof to a central District-wide telephone number dedicated for that purpose as soon as the time of return is known, but not later than 2:30 p.m. of the day before the return.

B. In the event the District initiates an optional "early bird" schedule at the high school building, those employees who voluntarily participate in the program shall call the above referenced District-wide telephone number to report off duty no later than 6:00 a.m. on the date of the absence. These employees shall call the same number to provide notice of their intent to return to duty no later than 1:30 p.m. of the day before the return.

5.02 Sick Leave

5.021 Entitlement

Employees shall be granted one and one-quarter (1-1/4) days' sick leave per month to a maximum yearly accumulation of fifteen (15) days.

5.022 Conversion

A maximum of one hundred fifty (150) sick leave days earned and used in prior employment with another school district or other agency of the State of Ohio, upon presentation of a certified copy from such employers, shall be credited to the employee's account at the time of employment in the manner prescribed by law.

5.023 Accumulation

The maximum number of sick leave days accumulated shall be unlimited.

5.024 Reasons

Sick leave days without loss of pay may be used by all employees for the following reasons:

- a. Personal Illness or Injury;
- b. Illness, Injury, or Death in the Immediate Family;

For illness or injury, the immediate family is construed to mean a family member of the employee residing in the home of said employee and shall also include the employee's spouse, the employee's or spouse's parents, grandparents, brother(s), sister(s), son(s), or daughter(s) if not residing with the employee, and any other person for whom the employee or spouse has primary legal responsibility. Up to three (3) days' sick leave shall be granted for death in the immediate family, which shall include, in addition to the above, son-in-law, daughter-in-law, grandchildren, aunts, uncles, nieces, and nephews. When appropriate, additional days may be granted by the Superintendent.

- c. Pregnancy;

An employee shall be permitted to use accumulated unused sick leave days for absences due to pregnancy up to thirty (30) days. An employee may use additional sick leave provided a physician

submits a medical excuse certifying the employee's inability to work due to pregnancy.

The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. As soon as an employee is medically able to come back to work, sick leave pay ends and parental leave shall become effective upon the request of the employee in accordance with Section 5.07.

- d. Exposure to contagious disease which could be communicated to others.

5.025 Certificate

Each employee shall provide to the Superintendent an affidavit (Appendix C) stating the reason for use of sick leave. Falsification of the affidavit shall be grounds for disciplinary action, including dismissal. If medical attention is required, or an illness extends over a period of five (5) workdays, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave.

5.03 Emergency Leave

5.031 An employee may be absent for emergency leave without loss of pay not more than one (1) workday in any one (1) school year for:

- a. The observance of religious holidays where total abstinence from work is required by the employee's faith.
- b. Attendance at graduation exercises for the employee, his/her spouse, or child.
- c. Weather conditions which render it impossible, despite the exercise of all reasonable effort and precautions, to report to work.
- d. Conducting business that cannot be done on Saturday.

- e. Accompanying a member of the immediate family to a terminal upon departing for service, or meeting a member of the immediate family returning from such service.
- f. Other situations approved by the Superintendent. In filling out "Request for Emergency Leave" forms pursuant to Reason "g," employees shall provide enough details to permit the request to be properly evaluated. A requested leave for Reason "d" shall be presented to the Superintendent at least one (1) week prior to the date of the requested leave.

5.032 Restrictions: The first six (6) enumerated leaves shall be automatically granted by the Superintendent provided that the appropriate written request is received by the Superintendent at least three (3) days prior to the day of the requested leave (except where the three day notice is not possible). Emergency leave shall not be used for medical appointments and/or procedures when sick days are available.

5.033 However, Reason "d" shall require the approval of the Superintendent if the requested emergency leave day is a Monday or Friday, or the day before or after a holiday. This reason shall not be used for recreational purposes, to seek other employment, accompany a spouse on a business trip or vacation, or other matters of personal gain.

5.04 Personal Leave

5.041 Entitlement

Four (4) days of Personal leave shall be granted to all employees, without loss of pay, each school year on a non-cumulative basis. Said leave shall be granted only upon three (3) days notice in advance. Leave shall not be granted (1) the first week of school; (2) said leave is not to be used after May 15 unless approved by the Superintendent and said leave shall not be granted the day before or the day after any Emergency Leave Day, Sick Leave Day,

nor the first day or last day of school, provided that a personal leave day scheduled previously shall not be charged to the employee if the employee subsequently must use sick leave on that day. On those days when state diagnostic testing, statewide testing, ITBS, KRA, and grades 7-12 semester or final examinations are being conducted, employees performing such work are encouraged not to use personal leave. The number of employees taking Personal Leave, on any one (1) school day within each building, shall conform to the following schedule:

- a. If the building teaching staff is 30-40, a maximum of four (4) employees per day;
- b. If the building teaching staff is 41 or more, maximum of five (5) employees per day;

The Superintendent may approve of exceptions to any of the above restrictions on the use of personal leave

5.042 Unused Personal Leave

Personal leave days not utilized will be reimbursed during the month of July of each school year at the rate of \$150.00 per day not used.

5.043 Request Forms

Requests for Personal Leave shall be made to the Superintendent's designee (Building Principals) on the form prescribed by the Board. Upon receiving the completed form, the Superintendent or his/her designee shall date, indicate the time received, and approve the request, if the provisions of this section have been met. The Superintendent or his/her designee shall return one (1) copy of the form to the employee.

5.05 Personal Leave Without Pay

An employee may be granted, upon written request to the Superintendent, Personal Leave Without Pay for reasons not provided elsewhere in this Agreement. The employee shall be required to provide reasons to the Superintendent for such leave. Said leave, granted under this provision, will not exceed five (5) consecutive workdays.

5.06 Unpaid Leave of Absence

5.061 Entitlement

Employees desiring an unpaid leave of absence shall submit a letter, requesting said leave, to the Superintendent, indicating the effective date, reason for leave, and duration of unpaid leave, at least sixty (60) days prior to the effective date. The Superintendent may waive the requirement of the sixty (60) days prior notice of the request. Such leave shall be granted at the discretion of the Superintendent.

5.062 Duration

The duration of unpaid leaves of absence will not be granted beyond that school year and/or the succeeding school year, depending upon the employee's request. Employees are encouraged to return from an unpaid leave of absence only at the beginning of each new school year, or at the change of grading periods and/or semesters. The intent of this provision is to assure that students shall have continuity in the classroom program.

5.063 Reinstatement

If an employee returns after one (1) full school year, they are placed in their prior positions. The replacement teacher may be put on the RIF list if there is no opening in their respective area of licensure/certification. If the employee does not return from their unpaid leave, that position will be posted.

5.064 Restrictions

The reason for such leave shall not be for the member pursuing employment for him/herself.

5.07 Parental Leave

5.071 Eligibility

Parental leave shall be granted, upon request, without pay, for a full school year or part of the school year in which it is requested for the purpose of pregnancy, adoption of a child, or child care. This leave, upon request of the employee, shall be extended for up to six (6) months of an additional school year provided the request is made in writing to the Superintendent on or before July 12 immediately preceding the school year for which the extension is requested.

5.072 Application

Request for a parental leave shall be made in writing to the Superintendent as soon as possible, but not later than sixty (60) days prior to the effective date for such leave and such request shall state the expected duration of the leave. In the case of unexpected circumstances, the notice requirement of sixty (60) days shall be waived.

5.073 Reinstatement

In the event the approved leave is for a period of less than sixty (60) workdays, the employee's position will be filled with a substitute employee and the employee shall resume the assignment held prior to the granting of this leave, provided the position is still in existence. If the position is not in existence, the employee shall be assigned to a position in accordance with Section 6.02, 6.03, or 6.12 of this Master Contract.

5.074 Salary Credit

Salary increments will be granted only if the employee has been on active payroll status for one hundred twenty (120) workdays during the school year.

5.08 Jury Duty

An employee who is absent from duty for jury service, or to serve as a witness under subpoena, shall be granted leave without loss of pay or other leave for such service. An employee shall not be required to remit to the Board any fee, expense, or other compensation received for service as a juror or witness. The employee shall be required to submit to the Board a copy of the jury summons or subpoena as verification of the leave.

5.09 Absence for Temporary Military Service

5.091 The requirements of ORC 5923.05 or other applicable state or federal law shall apply to leaves for temporary military service.

5.092 A copy of the military orders shall be forwarded to the Superintendent immediately upon receipt.

5.10 Assault Leave

a. The Board shall grant a paid assault leave not to exceed fifteen (15) workdays per assault, renewable up to another fifteen (15) workdays at the request of the attending physician per assault, in lieu of paid sick leave, for bargaining unit employees who are disabled due to a physical disability resulting from an assault which occurs in the course of Board employment or which occurs while carrying out an approved school-related assignment. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any worker's compensation awarded for temporary disability due to said assault injury for the period for which such salary is paid. In order to be eligible for a leave, the employee shall be required to submit a physician's verification that a disabling condition exists due to the assault. The employee shall provide the Board a statement that indicates the nature of the injury, the date of its occurrence, and if known, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the names of the witnesses.

- b. An employee who is assaulted and takes time off to visit a doctor or hospital shall have that time charged to assault leave.

5.11 Miscellaneous

Emergency Leave and Personal Leave Days shall not be used in place of sick leave, unless all days of accumulated sick leave have been exhausted and approval is granted by the Superintendent.

5.12 Sick Leave Bank

The purpose of the Sick Leave Bank (SLB) is to provide paid days for extended personal illness or family illness to NEA members who have exhausted their accumulated sick, personal, and emergency days and who are experiencing prolonged, catastrophic or family illnesses. The SLB shall be governed by the following.

- a. The Bank will operate on a strictly voluntary basis.
- b. Any bargaining unit member with a bank of unused sick days may elect to transfer any portion of accumulated days of sick leave to a specific member of NEA.

5.122 Procedure

Each bargaining unit member who wishes to participate may donate a maximum of five (5) accumulated sick days per year. No initial donation of days is required. The SLB is established to process requests and accommodate transfer of days.

5.1221 If an NEA member needs additional sick days and has exhausted all sick, personal, and emergency days, the following steps must be taken:

- a. A doctor's statement that includes a description of the illness or injury, the anticipated period of recuperation, and the anticipated date of the member's return to work must accompany all applications for withdrawals;

b. Provide verification that he/she has been under the care of a licensed physician for a minimum of thirty (30) days;

c. Make application to the SLB Committee for sick leave donation in not less than five (5) consecutive day increments;

d. Once the SLB Committee has received request, all NEA members will be asked if they wish to donate a day(s) to the requesting member who shall be identified. Requests will be conveyed through school e-mail. Members who wish to donate day(s) have five (5) days to respond via school e-mail. Following the five days, the SLB committee will notify the requesting member and treasurer's office of the results. If a volunteering member's sick days are being used, they will be notified. Donating member responses will be on a rotating basis. Once the requested number of days has been reached, all members will be notified;

e. The SLB is not to be used to supplement leave for childbirth (natural or Caesarean section). However, complications arising out of pregnancy or childbirth may be considered by the SLB Committee;

f. A member may only use up to a maximum of thirty (30) donated days from the SLB per school year

g. Voluntary donation days to SLB will not be refunded;

h. NEA will provide the Treasurer with an updated copy of the procedures, rules, and regulations of the SLB, along with

amendments, prior to their implementation;

i. All applications for withdrawal shall be in writing, shall be verified by the Committee, and may be submitted in behalf of an employee by another person when necessary because of the incapacity of the employee;

j. After review of the request form and the supporting documentation, the Committee may grant all of the days requested (within the limits set forth herein), a portion of the number of days requested, or none of the days requested. All applications will be reviewed on an individual basis;

k. An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion. All applications will be reviewed on an individual basis.

l. Should extreme/extenuating circumstances, the Committee may consider requests beyond the 30 day limit on a case by case basis, with no guarantee of request being granted.

5.123 Committee

A SLB Committee shall be appointed by the NEA. The Committee shall establish rules and regulations and make decisions required to administer the Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein.

5.13 Family and Medical Leave Act

An employee shall be entitled to the applicable provisions of the "Family and Medical Leave Act of 1993" (FMLA). An

employee shall not be required to substitute any paid leave provided by this Master Contract for any leave provided by the FMLA.

5.14 Professional Leave

Upon submission of the Professional Leave Request form (Appendix E) by the employee to the Superintendent, professional leave with pay may be granted to an employee to attend meetings, conferences, or other activities related to the employee's assignments. Primary consideration will be given to members of the Continuous Improvement Plan Committee (CIP) and the Local Professional Development Committee (LPDC) when the request is directly related to the activities of their respective Committee.

ARTICLE VI - EMPLOYMENT PROCEDURES

6.01 Employee Assignment

6.011 Newly Hired Employees

- A. During the interview process, department heads and/or building level teachers will be included if they are available.
- B. The Superintendent shall assign all newly appointed employees to their specific positions for which they are certified. The Superintendent will give notice of assignment to new employees as soon as is practicable.

6.012 Building Assignment

Assignment of employees to buildings is delegated to the Superintendent. The assignment of employees to specific responsibilities within the building rests with the Superintendent, provided that such assignments shall be within the scope of the employee's valid certification/licensure. Individuals with concerns about the placement may request a meeting with the Superintendent and their union representative. Assignments shall observe seniority.

- a. All employees, without exception, will receive a specific written assignment, listing class and building. This assignment will be received no later than August 15.

6.013 Class Assignment

The district shall provide notification to all teachers at least seven (7) days prior to the first teacher workday of the school year of the specific classes they will be teaching, along with an approximate number of students enrolled in these classes, and a tentative class roster.

6.014 Temporary Assignment

In order to assure that pupils are taught by employees working within their areas of competence, employees will not be assigned, except temporarily for good cause, outside the scope of their certificates and/or their major or minor fields of study.

6.015 Reassignment

Not later than Friday prior to the last week of school, employees being reassigned will be given written notice of changes in their building assignment and their class/subject assignments for the forthcoming year.

6.02 Transfers

Except as provided by this Contract, the Superintendent shall have the sole authority for the assignment or transfer of employees as provided by ORC 3319.01.

6.021 Voluntary Transfers

The senior certified employee applicant for a voluntary transfer shall be awarded the position provided he/she meets the minimum qualifications for the position.

6.022 Involuntary Transfers

- a. Definition

An "involuntary transfer" is the reassignment of an employee from one building to another, initiated by the Superintendent, for one (1) of the following reasons:

1. enrollment decreases;
2. closing positions, school buildings, etc.;
3. the filling of a vacancy for which a voluntary transfer request has not been received; and/or,
4. emergency situations to be considered immediately.

b. Non Declinable

Employees may not refuse an involuntary transfer.

c. Procedures

When a transfer is initiated by the Superintendent for reasons listed above:

1. A conference will be held with the employee and the Superintendent at the written request of the employee, setting forth the reasons for the necessity of the transfer. A representative of the NEA may be present at the conference. The Superintendent shall convene such conference within five (5) workdays of receipt of the employees request for the same; the Superintendent shall render his/her opinion on the matter, in writing, within three (3) workdays of his/her conference with the employee. In the event the employee is dissatisfied with the opinion of the Superintendent, then the employee may request expedited final and binding arbitration pursuant to the Expedited Voluntary Arbitration rules of the American Arbitration Association.

2. Employees subject to administrative-initiated transfer shall be offered a choice of available assignments, insofar as possible, for which they may qualify at the time the assignment is made.
3. A copy of the written notice of the transfers shall be given to the NEA.

6.03 Vacancies

6.031 Definition of Vacancy:

A "vacancy" shall be defined as either a newly created position, or a position vacated by an employee which the Board determines to fill. The position of an employee on leave of one school year granted pursuant to this Contract shall be considered a temporary vacancy and shall be filled temporarily in accordance with this Article. Prior to assignment to a position vacated as a result of a leave of absence, an employee shall be advised in writing by the Superintendent that the assignment is temporary subject to another employee returning from leave. Upon return of the employee on leave within one (1) year of the date the leave began, an employee assigned to a temporary vacancy shall return to his/her former position. An employee returning from leave after one (1) year shall be assigned in accordance with Section 5.014 of this Contract. If such a temporary vacancy becomes a permanent vacancy, the vacancy shall be posted and filled in accordance with Sections 6.02 and 6.03 of this Contract.

Employees may be reassigned within a building for the sole purpose of accommodating enrollment fluctuations within that building before a vacancy is declared.

6.032 Posting of Vacancies

Before any vacancy is posted, any displaced teacher with proper certification shall fill said vacancy.

Vacancies shall be posted in accordance with the following:

- A. Vacancies occurring between the end of the school year and August 5 shall be posted in accordance with the following provisions:
 - 1. The Superintendent will prepare lists of vacancies to be posted and filled. Such posting shall occur within five (5) workdays of the date the vacancy is known.
 - 2. Applications for vacancies shall be submitted to the Superintendent within five (5) workdays of the date which appears on the posting. A copy of all postings will be given to the NEA President. Employees shall be notified of any openings via their work email and posted on the district's website.
 - 3. Each notice of vacancy shall clearly set forth the title of the position, qualifications for the position, grade level (if known), duties, salary, procedure for application, the deadline for submitting the application, and the person to whom the application is to be submitted. The notice is subject to change as the needs of the school system change, but any change shall result in the reposting of the position(s).
 - 4. All vacancies and assignments are subject to change due to decrease in enrollment, reassignment of students, and/or school closings.
 - 5. The position shall be filled no later than ten (10) workdays after the posting period. This shall apply when the position is being filled by an employee.
- B. Existing position(s) that become vacant after the August Board Meeting shall be awarded to

the most senior bargaining unit member who is on the recall list, provided he/she possesses the proper certification/licensure. They shall remain in the position for the school year, or whatever portion of the year is remaining.

1. Any bargaining unit member on the recall list who possesses the proper certification/licensure for the vacancy and who is offered a position after the start of the school year and declines the position will not lose his/her recall rights.
 2. The Board may, absent a properly certified/licensed individual on the recall list, or if there is a properly certified/licensed individual on the recall list who declines the position after the start of the school year, hire a new employee or a substitute to fill the vacancy for the school year, or whatever portion of the year remains.
- C. Vacancies that are filled under the provisions of Section 6.032 B of the Agreement shall be posted for the ensuing school year no later than April 15 of each school year. The posting(s) shall adhere to the provisions set forth in Section 6.032 A. 2. through A. 5. of the Agreement.
- D. For all newly created positions while schools are in session the following shall apply:
1. The Superintendent will prepare lists of vacancies to be posted and filled in all schools as such vacancies occur. Such posting shall occur within five (5) workdays of the date the vacancy is known.
 2. While schools are in session, all vacancies shall be posted in all buildings for a period of five (5) workdays.

3. When schools are in session, applications for vacancies shall be submitted to the Superintendent within five (5) workdays of the date which appears on the posting. Sufficient copies of the postings shall be made available to all NEA building representatives. During the summer months, when schools are not in session, employees shall be notified of any openings via their work email and posted on the district's website.
4. Each notice of vacancy shall clearly set forth the title of the position, qualifications for the position, grade level (if known), duties, salary, procedure for application, the deadline for submitting the application, and the person to whom the application is to be submitted. The notice is subject to change as the needs of the school system change, but any change shall result in the reposting of the position(s).
5. All vacancies and assignments are subject to change due to decrease in enrollment, reassignment of students, and/or school closings.
6. The position shall be filled no later than ten (10) workdays after the posting period. This shall apply when the position is being filled by an employee.

6.04 Work Year

6.041 Duration

The school year will include two days for parent teacher conferences and two days for professional development.

Calamity Days

The District will allow five (5) calamity days and three (3) online instruction days, (eg Blizzard Bags).

Beginning with calamity day nine (9), days will be made up upon the first available non-scheduled school day, as mutually agreed upon by the parties.

6.042 Obligation of Employees

No employee shall be required to attend any meeting or accept any assignment other than during the adopted school work year unless it fulfills a Supplemental Contract.

6.043 Early Dismissal

The Board will provide for an early dismissal of students on the last student attendance day of each grading period during the school year for employees' record-keeping and planning purposes on site.

The minimum hours of student attendance required by state law shall be maintained on these days.

6.05 Teacher Work Day/Year

All employees may be assigned appropriate starting and dismissal times providing that their work day shall be no longer than seven (7) hours and twenty-five (25) minutes or exceed 175 days worked in a year. Employees shall be guaranteed a minimum of thirty (30) minute duty-free lunch period, as guaranteed to them under section 3319.111.

6.06 Meetings

6.061 Conferences

Employees are encouraged to be available, as needed, beyond the above established work day for meetings with either students, parents, or other school personnel. Employees shall be available for conferences with the Administrative Staff and/or parent, either before or after normal school hours, or during their planning period when given twenty-four (24) hours notice, except in cases of an emergency. Teacher must be given these options and have to choose one of them.

6.062 Staff Meetings

Employees will not be expected to remain longer than one (1) hour beyond the normal scheduled departure time to attend scheduled staff meetings with Administrative personnel. These staff meetings shall be limited to eight (8) per year. Elementary school employees (K-6), upon a two-thirds secret ballot vote of the employees in a particular school, may elect to hold such a staff meeting before the normal scheduled reporting time for that school.

6.07 Planning Time

Classroom employees will, in addition to their lunch period, have preparation time, during which they will not be assigned to any other duties as follows: Teachers may not get a planning time when there is a field trip or a professional development day.

A five (5) day work week shall include planning period(s) as follows:

6.071 High School

High School - five (5) instructional periods, not less than one per day.

6.072 Middle School

Middle School - five (5) instructional periods, not less than one per day.

6.073 Elementary School

Each elementary employee in grades Kindergarten through five, as well as all elementary educational specialists such as art, music, physical education, prevention/intervention, and library-media teacher employees, shall be assigned not less than one duty-free planning period of not less than forty-five (45) consecutive minutes during the instructional day each day.

6.08 Education Service Personnel

The Board and the NEA recognize the fact that an adequate number of competent specialists are essential to the operation of an effective educational program. The Board shall provide educational service personnel, as prescribed in the ORC, Section 3317.023.

6.09 Personnel Files

6.091 Personnel File Inspection and Rebuttal Material

All employees will be accorded the right to examine their personnel files in the presence of the Superintendent and to make additions of pertinent rebuttal material in accordance with Section 1347 Revised Code. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the Superintendent's Office.

6.092 Restrictions

The right to review letters of recommendation is excluded from the above provision. No item from any anonymous source may be placed in the personnel file.

6.093 Expunging Material from File

Except for evaluations, letters of recommendation, and information relevant to matters such as described in ORC 3319.16, materials will be expunged from the personnel file after a period of three (3) years.

6.094 Employee Knowledge of Items

Negative items may not be placed in an employee's personnel file unless the item has been made known to the employee, the employee has had an opportunity to read the item, and the employee has signed the item. The employee's signature shall indicate only that the employee has read the item and shall not indicate necessarily agreement with its contents.

6.10 Class Size

Class size is recognized as being an important factor in providing quality education. The Board understands the NEA's interest in attaining a class size of twenty-six (26) pupils to one (1) classroom employee in grades K-5. In grades 6-12, the Board will recognize an average case load of 26 students with a max of 28 per class. It is agreed that the Board and the NEA shall meet to discuss class size in accordance with Section 2.07 (Labor-Management Committee).

6.11 Class Load

The work day of the secondary employee shall consist of not more than six (6) assigned duty periods. Such assignment shall be exclusive of the homeroom period, one (1) preparation period, and one (1) lunch period. Teachers who carry six periods in any year will be paid 2.5% of the base per diem rate, to be paid in increments of 1.25% per semester. Upon agreement with the teacher, the building

administrator shall be required to provide schedule documentation to the Superintendent.

6.111 Class Distribution

If IEP students are at least 25% of the overall population per class period and/or assignment, teachers will be compensated using the following mathematical formula used to determine the compensation per semester. Teachers who teach in a co-teaching classroom or have an inclusion teacher in their room will not be eligible for compensation for that class or period.

Formula for Calculation

Step 1 – Number of IEP students divided by the total number of students in class.

Step 2 – Take number calculated by Step 1 and multiply by 100.

Step 3 – Number calculated is percentage of IEP students in a class. The percent of IEP students in class shall be rounded to the nearest whole number. The “Rounding Rule” of mathematics shall be used at all times. A digit in the tenths column of 5 (five) or higher shall increase the digit in the ones column by an increment of one (1). For example, six IEP students in a class of 21 total students would result in step 2 calculation of .285 multiplied by 100, resulting in the step 3 calculation of 28.5%, which would then be rounded up to 29%.

Once the calculated percentage for compensation of IEP students is calculated, the following rates will be used for compensation to the teacher at the end of each semester.

Percentage of IEP Students

25% - 28%	= \$50
29% - 32%	= \$100
33% - 36%	= \$150
37% - 40%	= \$200
41% - 44%	= \$250
45% - 48%	= \$300
49% - 52%	= \$350

53% - 56% = \$400
57% - 60% = \$450

Teachers will be compensated at the end of each semester. The teacher will be compensated if the IEP student is in class the first five weeks of the student's enrollment per semester regardless of movement. Upon agreement with the teacher, the building administrator shall be required to provide individual class roster documentation to the Superintendent.

6.12 Reduction in Force

Any reduction in force (RIF) shall be in accordance with ORC, Section 3319.17 and the following provisions. However, there will be no reductions in force for the duration of this Agreement causing the membership of the Niles Education Association to drop below 180 members except for attrition.

6.121 Scope of Procedure

The procedures contained herein for such reduction in employees shall not pertain to contracts non-renewed in accordance with ORC Section 3319.11 and to employees employed as replacements for employees on leave of absence.

6.122 Attrition

Subject only to the exceptions contained herein, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who die, retire, or resign. The employment of replacements for some positions may be necessary in the event that employees in the system do not possess the necessary certification and do not have qualifications and experience equal to the person to be hired for the position, and the position is one that needs to be filled. Attrition, moreover, may not be sufficient to accomplish a reduction in force in full.

6.123 Suspension of Contracts

a. Exclusivity

Whenever it becomes necessary to implement RIF procedures relative to employees, type of employment contract, OTES evaluations, and areas of certification shall be the exclusive criteria in determining retention or suspension in all cases. Seniority will only be a determining factor if evaluations are comparable.

b. Reduction in Force List

Employees selected for suspension of contract shall immediately be placed upon a Reduction in Force (RIF) list compiled from the seniority lists provided in Section 1.03 I. Employees non-renewed for performance reasons shall not appear on this list. An employee whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he/she is certified. Employees on the RIF list shall be offered re-employment to positions for which he/she is certified based on OTES evaluation, if evaluations are comparable then in the order of seniority at the time he/she is suspended. No new employees shall be employed by the Board while there are employees on the RIF list who are certified for any opening of a teaching position.

c. Notice of Recall

Notice of recall shall be given by telephone, telegram, or registered mail to the last telephone number or last address given by the employee to the Board. It shall be the responsibility of the employee to keep the Board advised in writing of a telephone number and mailing address at which he or she can be reached.

d. Eligibility for Recall

Employees notified that their contracts are being suspended for the next school year shall

be offered re-employment based upon seniority should openings occur in the course of that next school year and the school year subsequent to the next school year for which they have the necessary certification.

Employees who are offered but who decline re-employment for such an opening need not be offered re-employment again in openings which may occur after the employees' declination of re-employment. Employees offered re-employment in neither the course of the school year following their suspension, nor in the school year subsequent thereto, must make application for employment in accordance with established procedures if they desire to be considered for employment in any school year following notice of suspension and the school year subsequent thereto. The rights herein granted to a suspended employee shall be forfeited by the employee should he/she:

1. waive his or her recall rights in writing;
2. resign;
3. fail to accept recall as provided for herein;
or
4. fail to report to work in a position that he or she has accepted within five (5) workdays after receipt of the notice of recall, unless such recalled employee is prohibited from doing so because of physical illness or injuries.

e. Seniority List

On or before November 1st of each school year, the Superintendent shall provide the President of the NEA with a list showing the seniority of each employee then employed by the Board.

f. Nonrenewal

Nothing contained herein shall abridge the Board's right to non-renew a limited contract employee in accordance with ORC Section 3319.11.

6.124 Notice to NEA

Before any RIF may occur in the number of bargaining unit positions, the NEA President shall be notified in writing by the Superintendent of the intended RIF, the reason for the RIF, a list of all specific and actual positions to be eliminated, and a list of any employees to be laid off.

6.13 Drug Policy

Niles City Schools complies with the Ohio Bureau of Worker's Compensation Drug Free Safety Policy as distributed.

6.14 Substitute Employees

- A. The Board shall provide a substitute employee for all absent employees by hiring a regular substitute when available. When regular substitutes are not available, a Principal may provide class coverage by employing an educational aide, or by covering the class himself/herself.
- B. The Board and NEA agree to the following when the substitute list has been exhausted.
 - 1. Teachers that volunteer at the beginning of the school year in grades K-12 may cover classes on their daily planning or preparation period.
 - 2. Teachers interested in covering class will be assigned on a rotating basis with certification areas being considered.
 - 3. Teachers are responsible for completing time sheets.
 - 4. Remuneration will be fifty dollars (\$50) per class period (forty to seventy minute period) covered.
- C. Long Term Substitutes

1. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment.
2. The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article 6.20, Evaluation and Non-Renewal, nor the provisions of Section 3319.11 of the Ohio Revised Code, shall apply to long-term substitutes.
3. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3-1/2] hours per day) in any one school year.
4. Neither the provisions of Article 6.12 Reduction in Staff, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes or to a permanent substitutes.
5. Neither the provisions of Article 6.20 – with respect to evaluation, nor the provisions of Sections 3319.111, 3319.11 or 3319.112 of the Ohio Revised Code shall apply to long-term substitutes.
6. Beginning with the 61st day of employment, a long-term Substitute shall be placed on the BA0 step of the salary schedule.

6.15 Mileage

Schedules of employees, who are assigned more than one (1) school building, will be arranged so that no employee will be required to engage in an unreasonable amount of inter-school travel. Such employees will be notified of any changes in their schedules as soon as practicable. Employees, who are required to use their automobiles in the performance of their duties, and/or who are assigned to more than one (1) school per day, will be reimbursed for all such travel. The Board shall pay for authorized automobile expense an amount equal to the per mile rate being utilized by the Internal Revenue Service. The Board shall modify the mileage allowance up or down in accordance with the

allowance in effect by the Internal Revenue Service on January 1 of each year of this Contract. The modification will be made effective January 1 of each year and continue through December 31 of each year. Said reimbursement shall be for all driving done between the arrival at the first location at the beginning of their work day and departure from the end of their work day. Employees will be paid only for legitimate building-to-building mileage.

6.16 Employee Employment

6.161 Agreement

The Board agrees to employ employees in accordance with Section 3319.08 of the ORC.

6.162 Content of Employment Contract

The Board will comply with the statutory requirements for issuing individual contracts. Each contract shall state: name of employee; name of the District and Board employing said employee; type of contract ("Limited" or "Continuing"), and, if "Limited", the number of years the contract is to be in effect; employee agreement that he/she shall abide by the school rules, regulations, and policies in the negotiated collective bargaining contract; and provision for signature and date of signature of the employee.

6.163 Salary Notices

The Board shall also comply with statutory requirements for issuing annual salary notices.

6.164 Multi-Year Limited Contracts

a. Duration

During the first three (3) years of an employee's employment, the Board shall issue One (1) Year Limited Contracts, and, thereafter, shall issue a Three (3) Year Limited Contract. Subsequent Limited Contracts shall not be less than three (3) years.

b. Re-employment Action by Board

Any employee employed under a Limited Contract, and not eligible to be considered for a Continuing Contract, is, at the expiration of the first Three (3) Year Limited Contract, deemed re-employed at the same salary, plus any increment provided by the Salary Schedule, unless the employing Board, acting on the Superintendent's recommendation as to

whether or not the employee should be re-employed, gives such employee written notice of its intention not to re-employ him/her on or before the 30th day of April. Said employee may not be non-renewed except for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the Board and for other good and just cause. Said notice of intention not to re-employ shall contain, with full specifications, the grounds for such non-reemployment. Contract nonrenewals will be for performance reasons.

c. Demand for Hearing

Within ten (10) days after receipt of the notice of the Treasurer of the Board, the employee may file, with the Treasurer, a written demand for a hearing before the Board; and the Board shall set a time for said hearing within thirty (30) days from the date of the receipt of the demand; and the Treasurer shall give the employee at least twenty (20) days' notice, in writing, of the time and place of the hearing. Said hearing shall be private, unless the employee requests a public hearing. Said hearing shall be conducted by a majority of the members of the Board, and shall be confined to the grounds which were given for the non-renewal. The employee shall have the right, either directly or through counsel, or through a representative designated by the NEA, of cross-examination. After said hearing by the Board, the Board, by a majority vote, may enter its determination upon the Minutes. If the employee is not renewed, then the employee may proceed to an appropriate court to challenge the reason for non-renewal.

d. Due Process

The Due Process, requiring four (4) observations and two (2) evaluations, will be conducted for all employees on One-Year Limited Teaching Contracts and those on

Three-Year Limited Teaching Contracts as provided in ORC 3319.111. Furthermore, it is understood that the Due Process requirements of ORC 3319.111 do not apply to Employee Supplemental Contracts or employees employed as substitutes for less than one hundred twenty (120) workdays during the school year.

- e. Sections 6.17 through 6.174 are not subject to the procedures set forth in Article III.

6.17 Promotions

6.171 Definition

"Promotional positions" are defined as follows: positions on the administrative or supervisory level, but excluding the position of the Superintendent.

All vacancies in the promotional position shall be publicized, by the Superintendent, in all buildings.

6.172 Application

All certificated openings for promotional positions that occur during the school year shall be adequately publicized by being posted in all buildings. All qualified employees shall be given adequate opportunity to make application for such positions during the school year. The notice shall clearly set forth a description of, and the qualifications for the position including duties, salary, and procedure for application. During the summer months, when school is not in session, the employees shall be notified of any promotional openings by via their work email and posted on the district's website.

6.173 Submission of Applications

All applications for promotional positions shall be hand-delivered to the Superintendent's office, whereupon it will be date-stamped and initialed by the Superintendent, or the application shall be mailed to the Superintendent's office by certified mail, with a return receipt.

6.174 Appointments

Appointments shall not be made sooner than ten (10) days after the notice of vacancy has been posted.

6.175 Awarding of Position

Employees, submitting an application within the proper time frame and meeting the qualifications as delineated in the notice, shall be granted an interview for the promotional positions.

6.176 Due Consideration

The Superintendent agrees to give due consideration to the professional background and attainments of all applicants for promotional positions.

6.177 Compliance

No vacancy in a promotional position may be filled, except after compliance with the above procedure.

6.18 No Strike Provision

6.181 Duration of Contract

The NEA will not call or sanction any strike for concerted stoppage of work, picketing, or other interference with the operation of the Niles City Schools during the term of this Agreement.

6.182 Non-Sanctioned Strike

Should a strike, concerted work stoppage, picketing, or other interference with the operation of the Niles City Schools occur by this Bargaining Unit, not called or sanctioned directly or indirectly by the NEA, the NEA shall, upon request of the Superintendent, publicly disavow such action by the employees within twenty-four (24) hours of the Superintendent's request.

6.19 Employee Discipline

An employee shall not be disciplined, reduced in rank or compensation, or demoted without just cause and compliance with all applicable provisions of this Contract.

6.20 Employee Evaluation

The Evaluation procedures set forth in this agreement follow statutory obligations established under Sections 3319.111 and 3319.12 of the Ohio Revised Code and align to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code. This procedure shall only apply to teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code and spend at least fifty percent (50%) of their time providing student instruction. Teachers will be notified of which evaluation process will be implemented during the school year with their given building assignment. (6.012 a).

Teachers shall be given one summative evaluation each school year. The Evaluation process is to be conducted only by the credentialed principal and/or his/her designated assistant principal. Each evaluation must include a minimum of (2) thirty-minute formal observations along with pre-observations, post-observations and walkthroughs (at least two) and shall be completed prior to May 1. The final summative evaluation shall be based (50%) on performance on OTES standards and (50%) on Student Growth Measures. Teachers with no value-added data shall have their (50%) of the Student Growth Measures be determined by their (LEA) created (SLO's). The final summative evaluation shall be delivered to the teacher no later than May 10.

Teachers who received a rating of "accomplished" on their most recent evaluation and who are not on a one-year contract or in the final year of a multi-year limited contract shall be evaluated every third year. Teachers who received a rating of "skilled" on their most recent evaluation and who are not on a one-year contract or in the final year of a multi-year limited contract shall be evaluated every other year. Teachers not receiving formal OTES evaluation every year will still receive an informal observation and pre or post conference.

Formal observation data shall not be scheduled or collected the first week of school or one week prior to May 10 deadline or the day before or after a holiday.

A walkthrough is a formative assessment process that focuses on one (1) or no more than (2) of the following components in brief collection of written notes or summary on the Walkthrough Plan document:

1. evidence of planning;
2. lesson delivery;
3. differentiation;
4. resources;
5. classroom environment;
6. student engagement;
7. assessment;
8. or any other component of the standards and rubrics approved for teacher evaluation

The walkthrough shall consist of at least two (2) consecutive minutes, but not more than ten (10) consecutive minutes in duration. The teacher shall be provided a copy of the walkthrough form including all scripted and anecdotal documents relative to the walkthrough no later than two work days following the walkthrough. Two (2) or more walkthroughs shall be conducted during each formal evaluation (see attached insert for the Walkthrough Plan document).

A pre-observation conference shall be held within five (5) workdays prior to each observation during which the scope of the observation shall be discussed (see attached insert of the Pre-Observation document).

A post-observation conference shall be held within ten (10) workdays following the final thirty (30) minute formal observation during which areas of reinforcement and refinement shall be discussed (see attached insert for the Post-Observation document).

If the teacher is rated ineffective under the OTES rubric standards, a follow-up conference shall be held to assess the teacher's progress as contained in the Improvement Plan. An Improvement Plan conference shall be held within five (5) workdays after the post-observation to discuss improvements and continuing deficiencies. Due dates for

desired level of performance shall be noted on the Improvement Plan (see attached insert for the Improvement Plan document).

Growth Plans – Accomplished teachers who meet expected level of student growth can develop their own growth plan on their own and submit it to their evaluator by the established deadline. Teachers who meet expected levels of student growth, but are rated skilled or developing must develop their own growth plan collaboratively with their evaluator.

Teachers who have received an ineffective rating as a summative evaluation shall be on an Improvement Plan for the following school year and shall be given a third formal evaluation during that school year prior to May 10. Any teacher receiving an ineffective rating shall be assigned a trained mentor teacher by the administration. The mentor teacher shall be provided release time as specified in (Article 6.277) to allow for consultations and/or observations with the teacher. Compensation shall be provided as specified in (Article 6.278).

Poorly Performing Teachers shall be defined as a teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a minimum of two or three most recent school years and who takes the written examinations required pursuant to (Section 3319.58) of the Ohio Revised Code and who completes an improvement plan during the subsequent school year.

The Final Summative Evaluation form shall be signed by the evaluator. The form shall then be signed by the member to verify notification to the member that the evaluation shall be placed in the personnel file. However, the member's signature should not be construed as evidence that the member agrees with the content of the evaluation report. The District shall submit only the minimum requirements necessary to arrive at a Final Summative Rating to the Ohio Department of Education, no later than May 30th.

The member shall have the right to make a written response to the evaluation which shall be attached to the evaluation report and placed in the member's personnel file. This right must be exercised within thirty (30) days of receipt of the summative evaluation. A copy signed by both parties shall be retained by the member. The evaluator's signature shall

be construed as evidence of the evaluator's knowledge of such rebuttal.

Student Growth Measures (SGM's) shall only be based on teacher created (SLO's), approved vendor assessments, or value-added data, whichever measure is required. Student Growth Measures shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three evaluation cycles have been completed and include at least three consecutive years of student growth data. All student growth data used in the evaluation shall be from the same year for all bargaining unit members teaching (50%) of the time.

For the duration of this Agreement, decisions regarding teacher retention, promotion, removal shall be based on a minimum of three years of value-added data and three evaluation cycles in the same grade level/subject position.

Student Attendance – A teacher may elect to exclude the (SGM's) attributed to any student evidencing more than forty-five (45) days of excused and/or unexcused absences from the classroom in a full year class and twenty-two (22) days of excused and/or unexcused absences from the classroom in a semester class.

Any changes to the evaluation procedures during the term of this Agreement shall be addressed through NEA and Board OTES committee. All decisions of the committee will be achieved by the majority. Members of the committee shall receive release time for committee work, attend trainings, and contact hours for Licensure renewal.

The OTES committee shall be comprised of the NEA President and four (4) Association members appointed by the NEA President and five (5) members appointed by the Board or its designee. Any committee work performed outside of the contractual work day shall be paid at a per diem rate.

6.21 Employee Health and Safety

An employee who believes he/she has been discharged or otherwise discriminated against by any person in violation of Section 4167.13 (A) of the ORC may elect to pursue a grievance as the sole remedy for any such violation in accordance with Article III of this Contract to obtain any appropriate relief.

6.22 Telephones

The Board shall provide one school telephone in each school which shall allow privacy and which shall be for the exclusive use of employees. Employees shall be responsible for long distance calls that are not school related.

6.23 Employee Protection

6.231 Responsibility

The Board shall fully support and assist employees in the maintenance of control and discipline in the classroom. An employee may use such force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, or for the protection of persons or property.

6.232 Physical Violence; Disciplinary Referrals

A. Reports of Physical Violence

All cases of physical violence to employees shall be reported to the principal and the principal shall notify the Superintendent. The police may be notified.

B. Disciplinary Referrals

When an employee sends a student with an emergency removal form to the principal, the principal shall inform the employee in writing of the disposition of the matter by the end of the next workday.

6.233 Protections Against Litigation

- A. In the event that any employee is sued as a result of his/her employment and the normal protections outlined above are not sufficient, the Board will lend all reasonable assistance from Board employees or will provide legal counsel for the employee in his/her defense in accordance with the provisions of the Ohio sovereign immunity statutes and applicable Board insurance.
- B. First aid clean-up kits shall be available for employee use for protection from chronic communicable diseases.

6.234 Student Discipline Policy

Student discipline policies shall be reviewed annually by the Labor Management Committee.

6.24 Job Descriptions

All job descriptions shall contain the following: (1) the job title; (2) the job title of the immediate supervisor; (3) the certification and other qualifications for the position; (4) a list of the job duties and responsibilities; and (5) the ending statement, "Such other duties as related reasonably to those above."

6.241 The Board shall have the right to establish new bargaining unit positions and the basic purpose for those positions. Whenever the Board establishes a new bargaining unit position, the parties shall negotiate any effects of this new position upon the existing bargaining unit. Whenever a new bargaining unit position is created, the job description must be completed within sixty (60) days after the position is filled.

6.242 Effective with the 2001-2002 school year, all job descriptions for NEA bargaining unit positions shall be available for employees to view at each school building or worksite.

6.25 IEP/WEP Released Time

An employee assigned to prepare Individual Education Plans (IEPs) shall be released from his/her regular assignment for two (2) workdays per school year for such purpose and an employee assigned to prepare Written Education Plans (WEPs) shall be released from his/her regular assignment for ½ professional day for such purpose. The time will be agreed on mutually by the principal and employee. A teacher (K-3) assigned to perform diagnostic testing, grading and assessment shall be released from his/her regular assignment for one (1) work day per school year for such purpose upon notice and approval of the building principal.

6.26 Local Professional Development Committee

A five (5) member Local Professional Development Committee (LPDC) shall exist according to the provisions of Section 3319.22 of the ORC (Educators licenses; Professional Development Committees). A majority of the members of the LPDC shall be practicing, classroom employees appointed by the NEA President. The LPDC shall be empowered according to law and determine its own structure, plans and criteria for approval of individual employee education plans, in-service plans for the District and any other requirements. The LPDC members shall attend any and all meetings required by the state or local governing body and those meetings deemed necessary by the Superintendent. The LPDC Chairperson shall receive the sum of \$1,500.00 and the other two (2) LPDC members appointed by the NEA President shall receive the sum of \$500.00 each as compensation for worked performed for the LPDC.

6.27 Resident Educator Program

1. In August 2011, The Education Opportunity Act (HB1) created the Ohio Resident Educator Program. It provides a four year program of support and mentoring for new teachers. The Ohio Department of Education (ODE) has created requirements for mentors in the Resident Educator Program.
2. To qualify for consideration as mentor/facilitator candidates, individuals must:

- 1) Meet all of the following qualifications:
 - a. five-year professional license OR two-year provisional license that has been renewed two or more times;
 - b. five years of teaching experience; and
 - c. recent classroom experience within the last five years.
- 2) Complete district application process.
- 3) Be selected by school or district to attend state-sponsored training.
- 4) Successfully complete state-sponsored training.
3. The Resident Educator Program will be conducted in conjunction with the Trumbull Country Educational Service Center, and will be re-evaluated every year for the purpose of assessing the content of the program for subsequent years.
4. No NEA member will be required to serve as a mentor/facilitator.
5. The Resident Educator/Mentor relationship will be solely for the purpose of formative assistance. No information gathered shall serve as a basis for any summative evaluation of the Resident Educator. Any information gathered will not be used by the Board in any matter relating to the employment or re-employment of the Resident Educator or the mentor.
6. The Board of Education has the discretion to limit the number of mentors.
7. Compensation for each mentor/facilitator teacher shall include extended release time for mentoring activities. The Resident Educator shall be provided extended release time not to exceed 2 days for the purposes of observing classes and meeting with mentors. Days may be used in half day increments and shall be coordinated by the building principal and the lead mentor.
8. Mentor/facilitator teachers will be compensated at the rate of \$500 per Resident Educator per school year. The Lead Mentor will be compensated at the rate of \$800 per school year.

ARTICLE VII – BENEFITS

7.01 Insurance

7.011 Life Insurance

The Board shall provide a group term life insurance policy in the amount of Forty-five Thousand Dollars (45,000.00) for all full-time employees, and the Board shall pay the entire cost of providing such life insurance during the term of this Contract. An employee terminating employment with the District, shall be permitted to purchase all of their life insurance policy as stipulated by the rules and regulations established by the carrier.

7.0111 Insurance Committee

An Insurance Committee will be established to include two (2) NEA members, two (2) OAPSE members, Superintendent, Treasurer, and one (1) Board member. The Superintendent and Treasurer will co-chair the committee. The District's broker will serve as a liaison to the committee. The committee shall meet at least quarterly. The function of the committee is to explore and investigate insurance options in the best interest of the District and employees. All final insurance decisions will be made by the Board through the Superintendent's recommendation and taking into consideration the insurance committee's input.

7.012 Insurance

See attached insurance plan

Starts May 1, 2016 – Family \$500.00 stipend/single \$250.00 stipend to be paid the first paid in May 2016 only. Only members who carry district insurance coverage will be eligible for stipend.

7.013 Health Insurance Coverage and Provisions

2016-2017	2017-2018	2018-2019
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Single	\$50.00	\$75.00	\$75.00
Family	\$100.00	\$125.00	\$125.00

Non-participation in Health Insurance Coverage:

1. The Board shall establish a qualified cafeteria plan subject to Section 125 of the Internal Revenue Code of 1986 as amended, and any and all of the rules and/or regulations promulgated thereunder, with the intent being that there is no tax liability to those who choose the health insurance plan rather than the waiver. Employees electing to waive the health insurance plan will be responsible to pay tax on any money received in lieu of the coverage. The Board will withhold taxes as per past practice.
2. If any employee does not select any of the Board provided health insurance, or elects to receive only prescription drug, dental, and vision coverage, he/she shall indicate so on a waiver form provided by the Board. (Health insurance is defined as any Board provided insurance except life insurance.)
3. If a full-time employee elects to withdraw from the insurance program as provided above, he/she shall receive each twelve (12) month period in which they do not participate in the insurance program, the total amount of Three Thousand Five Hundred (\$3500) Dollars (Family), One Thousand Seven Hundred Fifty (\$1750) (Single) provided the full-time employee, his/her spouse and/or dependent is not benefiting from coverage. Married couples presently employed will participate in this

incentive, future couples will be ineligible (effective June 25, 2012).

4. In the event of a change in the need for insurance, the employee may reinstate coverage on the first (1st) day of any month, provided he/she has filed the proper application cards with the Treasurer by the fifteenth (15th) of the preceding month and that the change qualifies as a change in "family status" as defined in the plan.
5. It shall be the responsibility of the employee to notify the Treasurer by September 15th, on the Board provided waiver form, of their desire to discontinue coverage.
6. Payment will be made to the employee semi-annually in the months of March and September, following six (6) consecutive months of non-participation.

7.014 Entitlement

A. Full-time Employees

The insurance benefits listed in Sections B, C, D, E and F are available for the employees, and their dependent spouses and dependent children to age twenty-five (25), provided that the employee complies with the terms of the policy and the insurance company's procedures concerning matters such as eligibility and enrollment. However, the Board shall have no obligation to provide insurance for a dependent if the employee desiring dependent coverage fails to make written application to the Treasurer or to provide information reasonably requested by the Treasurer to establish the eligibility of dependents. The Board shall bear the cost of

the insurance, provided pursuant to this paragraph, during the term of this Contract.

B. Part-time Employees

Part-time employees shall have their benefits prorated according to the amount of time actually worked.

7.015 Maintenance

If the Board changes its insurance carriers currently in effect, then it shall provide a plan which provides the same or augmented benefits.

7.016 Medical Insurance

Medical insurance coverage may be continued for those who are on any Unpaid Leave of Absence or layoff, at the request of the employee and upon payment of the premium by the employee, as provided for in the COBRA administration of said insurance coverage.

7.02 Severance Pay

Any employee of the Board, who qualified for retirement under the State Teachers Retirement System, may use unused accumulated sick leave for severance pay in the following manner and under the following guidelines:

7.021 Calculation

- a. Calculation for the severance benefit shall be thirty-five (35%) of the unused accumulated sick leave days, not to exceed seventy (70) days.
- b. All unused Emergency Leave Days shall be credited, annually, to the accrued sick leave days, which shall be used in calculating severance pay at the time of retirement.

7.022 Restrictions

- a. To qualify for severance pay, the employee must have been employed by the Board for eight (8) consecutive years and have contributed to the State Teachers' Retirement System for a minimum of eight (8) years.

- b. The employee shall immediately notify the Superintendent and Treasurer of his/her official date of retirement as established by the STRS. Should an employee expire within sixty (60) days prior to the official retirement date established by the STRS, severance pay shall be paid to the employee's estate.

7.023 Payment

- a. Payment shall be made in the first payroll in January in the calendar year following retirement. Payment shall be considered to eliminate all sick leave, personal leave, and emergency leave credit. Such payment shall be made only once to any employee.
- b. Severance pay shall be made on a per diem rate at the time of retirement (Contractual salary, excluding all Supplemental Contracts, divided by the total number of workdays in the school calendar).

All unused accumulated sick leave days, in excess of two hundred (200) days up to the maximum allowable at the time of retirement, shall be paid at the rate of \$50.00 per day.

7.024 Sick Leave Conservation Incentive

Any member of the bargaining unit who has used one (1) sick day or less during a semester shall be granted a two hundred (\$200) stipend at the end of each semester.

7.03 Retirement Investments

The Administration and the Association will develop a district-wide policy as well as procedures for Internal Revenue Code Section 403(b) Discretionary Accounts and 475 accounts.

ARTICLE VIII - COMPENSATION

8.01 Salary Schedule Guidelines

8.011 Horizontal Movement

When an employee completes sufficient additional semester hours of college training to qualify for a higher classification within the Salary Schedule in Section 8.02, and files a transcript of college credits or other valid proof of such completed semester hours, on or before the first (1st) week of either the first (1st) or second (2nd) semester, said employee shall then qualify for the higher classification.

8.012 Placement

Notwithstanding the foregoing limitations, in the event of hiring an employee for special or technical subjects, or an employee who has special training and experience, a discretionary right is reserved to the Board, at its option, to give an employee credit on the Salary Schedule in excess of that indicated above.

The Board will pay employees in accordance with their training and teaching experience at the rates specified in Section 8.02.

8.013 Pay Periods

- A. All salaries shall be on a twelve month basis. Said salary shall be paid in twenty-six, or when necessary, twenty-seven equal installments on alternate Fridays. The first pay will be scheduled for September 2, 2016.
- B. The cafeteria plan shall be paid in a separate check to the bargaining unit member.

8.014 Additional Hours

All additional hours shall be directly related to the employee's area(s) of certification or be applicable to additional certification as approved by the State of Ohio, Department of Education, Division of Teacher Education and Certification. All course work shall be completed satisfactorily at accredited colleges and/or universities recognized by the State of Ohio, Department of Education, Division of Teacher Education and Certification.

8.015 Tuition Reimbursement

A bargaining unit member who enrolls in a course for college credit shall receive tuition reimbursement from the Board upon successful completion of such work.

The bargaining unit member must obtain the approval of the Superintendent or LPDC for the course(s) taken if the course is outside of the teacher's current area(s) of certification. Course work must relate to the teachers Individual Professional Development Plan (IPDP).

A maximum of \$22,500.00 is allocated for Bargaining Unit members, then the Treasurer shall compute a pro-rated distribution based on the number of semester hours or equivalent quarter hours after all teachers' hours from the prior twelve (12) MONTHS HAVE BEEN VERIFIED by an official University or College transcript. An Association representative appointed by the NEA President shall review the distribution prior to any remuneration being made.

All tuition reimbursement for course work taken between July 1 and June 30 shall be paid to the employee on or before November 1. All transcripts and proof of payment (receipt or cancelled check) must be submitted by September 15th.

\$2,500 of the amount will be allocated to any cost associated with compliance of Third Grade Reading Guarantee. If any money is left over of the \$2,500, it will be rolled over into the funding of the tuition

reimbursement. This will be done on an annual basis.

8.016 Direct Deposit

A program of direct deposit of payroll checks will be required of all employees. The Board will create forms for this purpose. Any account changes must be submitted to the Treasurer in writing ten (10) working days prior to the effective pay date. Payroll checks shall be timely deposited by the Treasurer so the employee has access to the funds on the pay date.

8.02 Salary Schedules

8.021 Salary Schedule Effective August 31, 2016

2 % Effective August 31, 2016 the base salary at the BA Degree column shall be \$30,184 on the index schedule.

8.022 Salary Schedule Effective August 31, 2017

1.5% Effective August 28, 2017, the base salary at of the BA Degree column shall be \$30,637 on the index schedule.

8.023 Salary Schedule Effective August 31, 2018

1.5% Effective August 31, 2018, the base salary at BA Degree column shall be \$31,097

8.02. SALARY SCHEDULES

8.021	Salary Schedule - Effective September 2016					2.0%
<u>EXP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+30</u>	<u>DOCT.</u>	
0	\$30,184	\$31,995	\$33,806	\$35,617	\$37,428	
	1.00	1.06	1.12	1.18	1.24	
1	31,995	33,806	35,617	37,428	39,239	
	1.06	1.12	1.18	1.24	1.30	
2	33,806	35,617	37,428	39,239	41,050	
	1.12	1.18	1.24	1.30	1.36	
3	35,617	37,428	39,239	41,050	42,861	
	1.18	1.24	1.30	1.36	1.42	
4	37,428	39,239	41,050	42,861	44,672	
	1.24	1.30	1.36	1.42	1.48	
5	39,239	41,050	42,861	44,672	46,483	
	1.30	1.36	1.42	1.48	1.54	
6	41,050	42,861	44,672	46,483	48,294	
	1.36	1.42	1.48	1.54	1.60	
7	42,861	44,672	46,483	48,294	50,105	
	1.42	1.48	1.54	1.60	1.66	
8	44,672	46,483	48,294	50,105	51,916	
	1.48	1.54	1.60	1.66	1.72	
9	46,483	48,294	50,105	51,916	53,728	
	1.54	1.60	1.66	1.72	1.78	
10	48,294	50,105	51,916	53,728	55,539	
	1.60	1.66	1.72	1.78	1.84	
11	50,105	51,916	53,728	55,539	57,350	
	1.66	1.72	1.78	1.84	1.90	
12	51,916	53,728	55,539	57,350	59,161	
	1.72	1.78	1.84	1.90	1.96	
13	53,728	55,539	57,350	59,161	60,972	
	1.78	1.84	1.90	1.96	2.02	
14	55,539	57,350	59,161	60,972	62,783	
	1.84	1.90	1.96	2.02	2.08	
17	57,350	59,161	60,972	62,783	64,594	
	1.90	1.96	2.02	2.08	2.14	
20	59,161	60,972	62,783	64,594	66,405	
	1.96	2.02	2.08	2.14	2.2	
24	60,972	62,783	64,594	66,405	68,216	
	2.02	2.08	2.14	2.2	2.26	
27	62,783	64,594	66,405	68,216	70,027	
	2.08	2.14	2.2	2.26	2.32	
30	64,594	66,405	68,216	70,027	70,932	
	2.14	2.2	2.26	2.32	2.35	

8.022 Salary Schedule - Effective September 2017

1.5%

<u>EXP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+30</u>	<u>DOCT.</u>
0	\$30,637	\$32,475	\$34,313	\$36,152	\$37,990
	1.00	1.06	1.12	1.18	1.24
1	32,475	34,313	36,152	37,990	39,828
	1.06	1.12	1.18	1.24	1.30
2	34,313	36,152	37,990	39,828	41,666
	1.12	1.18	1.24	1.30	1.36
3	36,152	37,990	39,828	41,666	43,505
	1.18	1.24	1.30	1.36	1.42
4	37,990	39,828	41,666	43,505	45,343
	1.24	1.30	1.36	1.42	1.48
5	39,828	41,666	43,505	45,343	47,181
	1.30	1.36	1.42	1.48	1.54
6	41,666	43,505	45,343	47,181	49,019
	1.36	1.42	1.48	1.54	1.60
7	43,505	45,343	47,181	49,019	50,857
	1.42	1.48	1.54	1.60	1.66
8	45,343	47,181	49,019	50,857	52,696
	1.48	1.54	1.60	1.66	1.72
9	47,181	49,019	50,857	52,696	54,534
	1.54	1.60	1.66	1.72	1.78
10	49,019	50,857	52,696	54,534	56,372
	1.60	1.66	1.72	1.78	1.84
11	50,857	52,696	54,534	56,372	58,210
	1.66	1.72	1.78	1.84	1.90
12	52,696	54,534	56,372	58,210	60,049
	1.72	1.78	1.84	1.90	1.96
13	54,534	56,372	58,210	60,049	61,887
	1.78	1.84	1.90	1.96	2.02
14	56,372	58,210	60,049	61,887	63,725
	1.84	1.90	1.96	2.02	2.08
17	58,210	60,049	61,887	63,725	65,563
	1.90	1.96	2.02	2.08	2.14
20	60,049	61,887	63,725	65,563	67,401
	1.96	2.02	2.08	2.14	2.2
24	61,887	63,725	65,563	67,401	69,240
	2.02	2.08	2.14	2.2	2.26
27	63,725	65,563	67,401	69,240	71,078
	2.08	2.14	2.2	2.26	2.32
30	65,563	67,401	69,240	71,078	71,997
	2.14	2.2	2.26	2.32	2.35

8.023 Salary Schedule - Effective September 2018

1.5%

<u>EXP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+30</u>	<u>DOCT.</u>
0	\$31,097	\$32,963	\$34,829	\$36,694	\$38,560
	1.00	1.06	1.12	1.18	1.24
1	32,963	34,829	36,694	38,560	40,426
	1.06	1.12	1.18	1.24	1.30
2	34,829	36,694	38,560	40,426	42,292
	1.12	1.18	1.24	1.30	1.36
3	36,694	38,560	40,426	42,292	44,158
	1.18	1.24	1.30	1.36	1.42
4	38,560	40,426	42,292	44,158	46,024
	1.24	1.30	1.36	1.42	1.48
5	40,426	42,292	44,158	46,024	47,889
	1.30	1.36	1.42	1.48	1.54
6	42,292	44,158	46,024	47,889	49,755
	1.36	1.42	1.48	1.54	1.60
7	44,158	46,024	47,889	49,755	51,621
	1.42	1.48	1.54	1.60	1.66
8	46,024	47,889	49,755	51,621	53,487
	1.48	1.54	1.60	1.66	1.72
9	47,889	49,755	51,621	53,487	55,353
	1.54	1.60	1.66	1.72	1.78
10	49,755	51,621	53,487	55,353	57,218
	1.60	1.66	1.72	1.78	1.84
11	51,621	53,487	55,353	57,218	59,084
	1.66	1.72	1.78	1.84	1.90
12	53,487	55,353	57,218	59,084	60,950
	1.72	1.78	1.84	1.90	1.96
13	55,353	57,218	59,084	60,950	62,816
	1.78	1.84	1.90	1.96	2.02
14	57,218	59,084	60,950	62,816	64,682
	1.84	1.90	1.96	2.02	2.08
17	59,084	60,950	62,816	64,682	66,548
	1.90	1.96	2.02	2.08	2.14
20	60,950	62,816	64,682	66,548	68,413
	1.96	2.02	2.08	2.14	2.2
24	62,816	64,682	66,548	68,413	70,279
	2.02	2.08	2.14	2.2	2.26
27	64,682	66,548	68,413	70,279	72,145
	2.08	2.14	2.2	2.26	2.32
30	66,548	68,413	70,279	72,145	73,078
	2.14	2.20	2.26	2.32	2.35

8.03 Supplemental Salaries

8.031 Determination of Base Salary to be Used

The method to be used in determining the Base Salary for calculating Supplemental Contracts shall be the Base Salary in effect at the time of the awarding of the Supplemental Contract by the Board. The "Base Salary" is defined as the B.A. starting salary, Step 0.

8.032 Duration

Should multi-year Supplemental Contracts be issued, the compensation for each year of the Supplemental Contract shall be determined by the Salary Schedule in effect at the beginning of each school year. All Supplemental Contracts granted under this Section (8.033) automatically expire (non-renew) at the end of the contract term without Board action or further notification from the Board. Nothing contained herein shall preclude the Board from offering multi-year supplemental contracts provided the proposed duration is stated in the posting.

8.033 Positions and Percentages

All supplemental positions, listed below, shall be paid according to the following schedule in the life of this contract.

ATHLETIC SUPPLEMENTALS

POSITION	% OF BASE
Assistant Athletic Director	15
Baseball Head Boys	15
Baseball Assistant Boys	8
Baseball Assistant Boys	8
Baseball J.V. Boys	8
Softball – Head Girls	15
Softball – Assistant Girls	8
Softball – Assistant Girls	8
Softball – J.V. Girls	8
Basketball	

Head Boys	20
Head Girls	20
Assistant Varsity Boys	12
Assistant Varsity Boys	12
Assistant Varsity Girls	12
Assistant Varsity Girls	12
9th Grade Boys	10
9th Grade Girls	10
8th Grade Boys	8
8th Grade Girls	8
7th Grade Boys	8
7th Grade Girls	8
Bowling – Head Girls	6
Bowling – Head Boys	6
Cheerleader	
High School	12
9th Grade	6
7th & 8th Grade	6
Cross Country	
Head Boys & Girls	9
Assistant Boys and Girls	5
Football	
Head Coach	27
Assistant Varsity	15
Assistant Varsity	15
Assistant Varsity	15
Assistant Varsity	15
Assistant Varsity	15
Assistant Varsity	15

POSITION	% OF BASE
9th Grade	12
9th Grade	12
8th Grade	10
8th Grade	10
7th Grade	10
7th Grade	10
Golf	
Head Boys	10
Head Girls	10
Soccer	
Head Varsity Boys	15
Head Varsity Girls	15
Jr. Varsity Boys	10
Jr. Varsity Girls	10

Tennis	
Head Boys	10
Head Girls	10
Track	
Head Boys	12
Head Girls	12
Assistant Boys	8
Assistant Boys	8
Assistant Girls	8
Assistant Girls	8
7th & 8th Grade Boys	7
7th & 8th Grade Girls	7
Volleyball	
Varsity Girls	11
Assistant Girls	8
8th Grade Girls	6
7th Grade Girls	6

ACTIVITY SUPPLEMENTALS	
POSITION	% OF BASE
Art Guild – High School	3
Art Guild – Middle School	3
Band Director	17
Band Director–Assistant	13
Spanish Club	3
Italian Club	3
French Club	3
Future Teachers of America	3
Computer Club	3
National Honor Society	3
Students Against Drunk Drivers (SADD)	3
Students for the Environment (Science)	3
Student Council Advisor	3
Key Club	3
Class Sponsors--Senior	3
Class Sponsors--Junior	3
Class Sponsors-- Junior	3
Department Head/Lead Teacher-Kdg	6
Department Head/Lead Teacher-1 st grade	6
Department Head/Lead Teacher-2 nd grade	6
Department Head/Lead Teacher-3 rd grade	6
Department Head/Lead Teacher-4 th grade	6
Department Head/Lead Teacher-5 th grade	6
Department Head/Lead Teacher-Art	3

Department (K-12)	
Panda	3
Middle School Drama	3
Department Head/Lead Teacher-Language Arts High School	3
Department Head/Lead Teacher- Language Arts Middle School	3
Department Head/Lead Teacher- Foreign Language (9-12)	3
Department Head/Lead Teacher- Math High School	3
Department Head/Lead Teacher- Math Middle School	3
Department Head/Lead Teacher-Music (K-12)	3
Department Head/Lead Teacher-Physical Education (K-12)	3
Department Head/Lead Teacher-Science High School	3
Department Head/Lead Teacher- Science Middle School	3
Department Head/Lead Teacher- Social Studies High School	3
Department Head/Lead Teacher- Social Studies Middle School	3
Department Head/Lead Teacher-Technology (K-12)	3
Department Head/Lead Teacher-Vocational (9-12)	3
Department Head/Lead Teacher-Exceptional Children *Paid by IDEA Funds (K-12)	6
Destination Imagination (K-12)	3
Drama Coach	8
Drama Coach-Assistant	5
Drill-Line Advisor	4
Elementary Instrumental -Intermediate	3
English Festival Advisor –Middle School	3
English Festival Advisor –High School	3
English Festival Advisor –High School	3
Majorette Advisor	6
Music - Middle School (Instrumental)	5
Music - Middle School (Vocal)	3
Prep Bowl Advisor – Niles Middle School Sixth Grade	5
Prep Bowl Advisor – Niles Middle School	5
Prep Bowl Advisor – McKinley High School	5
Robotics (7-12)	5
Speech & Debate Coach	15
Speech & Debate Coach - Assistant	8

Speech & Debate Coach - Assistant	8
Vocal Director – High School	6
WEB Program Middle School	8
Annual/Yearbook High School	4
Annual/Yearbook Middle School	4
Newspaper Niles High School	4
Newspaper Middle School	4
AM/PM Supervisor Monitor – NMS (1 hour per day half hour in AM and half hour in PM)	\$15 per hour
AM/PM Supervisor Monitor – W	\$15 per hour
Detention Monitor – Niles Middle School	\$15 per hour
Detention Monitor – McKinley High School	\$15 per hour
Detention Monitor – Primary	\$15 per hour
Detention Monitor – Intermediate	\$15 per hour

8.04 Supplemental Contract Guidelines

8.041 Definition

"Supplemental Positions" are defined as follows: positions paying a salary differential and listed under Section 8.033, entitled "Supplemental Positions and Percentages". All vacancies in the Supplemental Positions shall be publicized, by the Superintendent in all buildings.

8.042 Postings

All certificated openings for Supplemental Positions that occur during the school year, shall be adequately publicized by being posted in all buildings for ten (10) school days. All employees shall be given adequate opportunity to make application for such positions during the school year. The Board retains the right, privilege, and discretion to determine the qualifications for the positions. The notice shall clearly set forth a description of and the qualifications for the position, including duties, salary, and procedure for application. During the summer months, when school is not in session, the employees shall be notified of any supplemental openings by including a notice of such openings with their work email and posted on the district website. The posting period during the summer may be reduced to five (5) days with approval of NEA. The notice shall include

clear, consistent qualifications and will include percentages. Mass postings will be posted by May 1, for the upcoming year for all supplemental positions. All jobs posted filled by bargaining unit members shall be notified by the last day of the school year in writing.

8.043 Applications

All applications for Supplemental Positions shall be hand-delivered to the Superintendent's Office, whereupon it will be date-stamped and initialed by the Superintendent, or shall be mailed to the Superintendent's office by certified mail with a return receipt.

8.044 Consideration

The Superintendent agrees to give due consideration to the professional background and attainments of all qualified applicants for Supplemental Positions. After job posting date has passed, if no bargaining unit member has applied and met the required qualifications, the job shall be reposted for five (5) school days. However, if job requirements change for the position, the position must be reposted. If after the five (5) school days no bargaining unit member has applied, then the position can be filled by a non-bargaining unit member.

8.045 Interviews

The Superintendent must grant an interview to any applicant for a supplemental position who so requests it in their letter of application. The interview may be with the Superintendent or a designee.

8.046 Appointments

Appointments shall not be made sooner than ten (10) days after the notice of vacancy has been posted.

8.047 Compliance

No vacancy in a Supplemental Position should be filled except after compliance with the above procedure.

8.048 Duration

All Supplemental Contracts, as listed in Section 8.033 automatically expire (non-renew) at the end of the contract term without Board action or further notification from the Board.

8.05 Extended Time Contracts

8.051 Definition

"Extended Time Limited Contracts" are defined as those contracts requiring an employee to provide instruction or services that are prior to or subsequent to the contracted school year.

8.052 Other Extended Time

When it has been cooperatively determined, between the Administration and affected employees and their representative, that extended time is necessary to provide instruction and/or services that extends the time allotment within the regular school year, that, upon approval by the Board, said employees shall be paid their per diem rate for seven (7) hours and twenty-five (25) minutes per day for approved extended service.

8.053 Duration

Extended Time Limited Contracts granted under this article automatically expire (non-renew) at the end of the contract term without Board action or further notification from the Board.

8.054 Posting

The determination by the Board to fill an extended time vacancy or the determination by the Board to create a new extended time vacancy shall cause the position to be posted as provided in Section 6.032.

8.055 Filling of a Vacancy

Positions posted for extended time shall be awarded to the incumbent employee, provided such individual has applied for the position in a timely manner and has not been reassigned to and/or requested an alternative teaching assignment for the upcoming school year which does not have extended time associated with such position. Extended time shall not be granted to any employee who is not in a position requiring such extended time.

ARTICLE IX - EFFECTS

9.01 Entire Agreement

The Board and the NEA acknowledge that this Contract, together with any Appendices attached hereto and made a part hereof, embodies and constitutes the complete and final agreement reached by and between the parties, to the within provisions as to wages and all other terms and conditions of employment of the employees covered by this Contract.

9.02 Severability

Notwithstanding any other provisions to the contrary herein, if any provision of this Contract is in conflict with any statute, regulation, or court decision of the State of Ohio or the Federal Government, to the extent that any such conflict exists, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect. It is hereby agreed that if the Legislature, Congress, the President, or the Governor of the State of Ohio shall implement laws, or, by Executive Order, execute mandatory or permissive regulations that would change sections of this Contract that involve union security,

dues check-off, or regulations governing Bargaining Units, the NEA shall be allowed to negotiate such items in accordance with Section 2.06 (In-Term Bargaining) while this Contract is in effect.

9.03 Conflict with Board Policy

It is understood and agreed, by and between the parties hereto, that, if any conflict exists between this Contract and the Policy Book of the Niles City School System, as it relates to employees covered under this Contract, this Contract shall control.

9.04 Amendment in Writing

No Contract alteration, variation, waiver, or modification of any of the terms and conditions herein shall be made by any employee or group of employees with the Board; and no amendment or revision of any of the terms and conditions contained herein shall be binding on the parties hereto, unless ratified and executed in writing by the parties hereto.

9.05 Distribution

Within sixty (60) days after this Contract is signed, copies of this Contract shall be reproduced and distributed to all employees, administrators, and Board Members. The cost of reproduction and distribution shall be shared equally by the Board and the NEA.

9.06 Non-Discrimination

The parties to this Contract hereby agree that they will not discriminate against any person, either as an employee of the Board, or as a member of the NEA, because of race, creed, color, national origin, sex, political affiliation, disability, or age, in violation of any law; and the parties further agree that this Contract shall be administered without regard to race, creed, color, national origin, sex, political affiliation, disability, or age.

9.07 Duration


Subject to the provisions of this Contract, the effective date will be as of September 1, 2016, and will continue and remain in full force and effect until August 31, 2019.

IN WITNESS WHEREOF, the parties herein have caused this
Contract to be executed on this 1 day of September, 2016.


**FOR THE NILES EDUCATION
ASSOCIATION:**

**FOR THE NILES CITY BOARD
OF EDUCATION:**


Brian McConnell, NEA President


Board President



Vice President

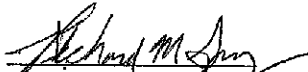

Superintendent



Team Member


Director of School Improvement


Team Member


Treasurer


Team Member


Board Member

GRIEVANCE FORM

NAME OF GRIEVANT _____

ASSIGNMENT _____

SCHOOL BUILDING _____

DATE GRIEVANCE OCCURRED _____

DATE OF STEP ONE INFORMAL DISCUSSION WITH PRINCIPAL OR
IMMEDIATE SUPERVISOR _____

A. Statement of the grievance, including the facts upon which this grievance is based and a reference to the specific provisions of the Contract, allegedly violated, misinterpreted, or misapplied:

B. Relief Sought:

Signature of Grievant

Signature of Person Receiving Grievance
At Initial Filing

Date

Date Received

APPENDIX B

NILES CITY SCHOOLS

REQUEST FOR LEAVE

____ Emergency Leave
____ Personal Leave
____ Other (specify)

Date _____ 20 ____
_____ Building

REQUESTS

LEAVE ON _____ 20 ____

FOR THE FOLLOWING REASON:

(No reason need be given for Personal Leave)

but reasons for Emergency Leave Requests and other leaves should be specific

No. of Days _____

Signature of Employee

Approved _____

Not Approved _____

Superintendent or Superintendent's Designee

APPENDIX C

NILES CITY SCHOOLS

AFFIDAVIT OF ABSENCE

Name _____ Building _____ Employee # _____

CODE	TYPE OF ABSENCE	TOTAL DAYS	DATES OF ABSENCE	REASON OF ABSENCE
0	Sick Leave			
1	Personal Leave* With or without pay			
2	Deduct Wages			
3	Professional Leave*			
4	Vacation			
5	Emergency Leave*			
6	Calamity Day*			
7	Military Leave*			
8	Jury Duty			
9	Other Leave: Assault Leave Maternity/Paternity/ Adoption Leave Unpaid Leave			

*Will Not be Deducted from Accumulated Sick Leave

Principal or Immediate Supervisor

Employee's Signature

FOR OFFICE USE ONLY

DAILY RATE _____

Date

Date

APPENDIX D

NILES CITY SCHOOLS

EMPLOYEE EVALUATION

Employee _____ School _____

Grade/Subject _____ School Year _____

EMPLOYEE EVALUATION

The purpose of employee evaluation is to promote improved performance, professional growth, and professional integrity through constructive and cooperative facilitation between the employee and the immediate supervisor.

The goal of this process is to promote a mutual understanding between administrators and employees that the students of the Niles City Schools must be their top priority.

Evaluation procedures shall follow OHIO REVISED CODE 3319.111 unless specifically limited or superseded by the negotiated agreement.

Record of Observations

Observation 1: _____ Time: From _____ To: _____

Observation 2: _____ Time: From _____ To: _____

Other Observation(s) (Date and Time):

Employee evaluation completed on: _____ (Date)

Total years of experience, including this year: _____ Years in Niles: _____

Years of experience under my supervision, including this year: _____

PART I

CLASSROOM MANAGEMENT	YES	NO	N/A
1. Promotes positive study skills and work habits			
2. Makes clear, concise and relevant assignments.			
3. Practices positive reinforcement techniques both in the Areas of curriculum and discipline.			
4. Demonstrates knowledge of subject matter.			
5. Utilizes a variety of materials and learning activities.			
6. Utilizes a variety of materials and learning activities.			
7. Employs proper safety procedures.			
8. Encourages student participation.			
9. Has rapport with students.			
10. Speaks audibly, clearly and distinctly.			
11. Uses classroom time efficiently and effectively.			
12. Maintains classroom supervision according to established school policies.			
13. Deals with disruptive behavior firmly and fairly in and out of the classroom.			
14. Presents materials appropriate to the needs and abilities Of the students.			
15. Uses a variety of materials and techniques to measure student achievement.			

PART II

PROFESSIONAL PERFORMANCE	YES	NO	N/A
1. Is punctual for work-related activities and assigned duties.			
2. Prepares lesson plans following the Course of Study.			
3. Attends required meetings.			
4. Keeps records and reports current and accurate and completes them on time.			
5. Demonstrates flexibility in handling changes in daily routine.			
6. Shares professional expertise.			
7. Conducts school business through proper channels.			
8. Works cooperatively with students, parents and school personnel.			
9. Complies with school and administrative policies.			
10. Uses proper written and oral grammar.			

PART III

IMPROVEMENTS NEEDED

1. _____

2. _____

3. _____

SPECIFIC RECOMMENDATIONS FOR IMPROVEMENT

- 1a. _____

- 2a. _____

- 3a. _____

PART IV
(To be completed by Employee)

1. Acknowledgements (examples: commendations, professional growth and inservice,committees and activities):

2. Employee's comments:

PART V
(To be completed by evaluator)

The employee's signature does not necessarily indicate agreement, but simply that he/she has read the report and has had the opportunity to review and contribute to his/her evaluation.

Evaluator's Recommendation of Employee:

(Answer applicable questions)

	Yes	No
1. Is re-appointment for the following year recommended?	_____	_____
2. Is re-assignment to your building recommended?	_____	_____
3. Is appointment to tenure recommended, if employee is eligible?	_____	_____

Employee's Signature _____

Date _____

Evaluator's Signature _____

Date _____

APPENDIX E

PROFESSIONAL MEETING REQUEST
Niles City School District

Name _____ Today's Date _____

Building _____ Subject/Grade Level _____

Name of Seminar (please attach a copy of the flyer) _____

Sponsor of Meeting _____

Place Where Meeting is to be Held _____

City and/or State _____

Date(s) of Meeting _____

Purpose of Meeting _____

Reason(s) for Requesting Attendance _____

Will a substitute employee be needed: Yes ___ No ___

Are any of the following expenses to be reimbursed: Yes ___ No ___

Are you willing to pay any of the following expenses: Yes ___ No ___

Projected expenses (approximate dollar amounts):

Registration _____

Lodging _____

Mileage _____

Other _____

Meals _____

Total _____

Recommended: Yes ___ No ___

Principal Date

Approved: Yes ___ No ___

Superintendent Date

Account from which Expenses are to be Paid _____