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AGREEMENT

Between The

Newton Local Board of Education

And The

Newton Teachers Association/OEA-NEA

EFFECTIVE

July 1, 2024

THROUGH

JUNE 30, 2027

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ARTICLE 1 – RECOGNITION

The Newton Local Board of Education (hereinafter referred to as the Board) recognizes the Newton Teachers Association, OEA/NEA, (hereinafter referred to as the Association) as the exclusive representative for the appropriate bargaining unit as defined below:

A. INCLUDED: All full-time and part-time classroom teachers, including tutors (Chapter 1 & LD), remedial reading teacher, speech therapist, counselors, intervention specialists, school nurses, librarians, and any other certified/licensed positions that are not excluded in Article 1, Section B.

1. The Board recognizes that the Association representation will include any newly created position unless employment into the position is governed by section ORC 3319.02

2. If a certified/licensed employee holds the supplemental Athletic Director position in addition to other instructional duties, he/she shall not be excluded from the bargaining unit according to Article 1, Section B.

3. Employees in positions identified in Article 1, Section A shall hereinafter be referred to as "bargaining unit members."

B. EXCLUDED: The Association recognizes that the Superintendent, Assistant Superintendent, Principals, Assistant Principals, School Psychologists, Treasurer, Assistant Treasurer and other administrative or confidential employees as defined in ORC 4117.01 are excluded from the bargaining unit.

If a licensed employee holds the supplemental Athletic Director position exclusively of any other duties, he/she shall be excluded from the bargaining unit.

ARTICLE 2 – BOARD RIGHTS

The Board by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement, and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred upon and vested in it by the Ohio Revised Code 4117.08.

ARTICLE 3 – ASSOCIATION RIGHTS

3.01 Communication with Members

The Association shall be granted the following teacher organizational rights:

A. Use of a school bulletin board, as designated by the building principal, teacher mailboxes and the intra-school mail, including email, voice mail and Internet access. Any computer use by a bargaining unit member shall be governed by the District's acceptable use policy.

B. Use of the school facilities for Association business that does not conflict with previously set teacher meetings or other scheduled building events.

C. Making brief announcements at faculty meetings, upon prior notification to principal in charge.

D. Thirty (30) minutes meeting time at the first general faculty meeting in August or September, upon prior notification to the Superintendent.

E. Appointing an equal number of members as the Superintendent appoints to committees that have been established as a result of negotiations and are included in the Agreement, unless otherwise provided. The LPDC Committee members shall be appointed in compliance with ORC 3319.22.

F. An Association representative may meet with bargaining unit members during the workday, before or after work hours or during lunch or planning time, provided the meeting does not interrupt, nor distract from student instruction. The Association representative must check in with the school office prior to any meeting.

3.02 Information From Board of Education

A. One (1) copy of the Board meeting agenda and minutes shall be made available to the Association President at the same time as to the Board members and a copy of the Board's policy book shall be furnished to the Association President.

B. Notice of any regular or special (exclusive or emergency) meetings of the Board will be e-mailed to the Association President at least 24 hours prior to any scheduled meeting. Such notice will include the time, date, and location of the meeting. Personal contact with the Association President may be substituted for the mailing.

C. In case of an emergency meeting, a good faith effort will be made to give the Association President immediate notice of the date, time and place and purpose

of the meeting. Minutes of such meeting will be provided to the Association President as soon as they are prepared.

D. Upon request, all regularly and routinely prepared information concerning the financial condition of the school shall be made available to the Association President. In addition, reasonable requests for any other readily available and pertinent information that may be relevant to negotiations shall be made available. Nothing herein shall require the Board or the Administration to research or assemble information.

E. Upon request from the Association, the Board will use due diligence to obtain and furnish information from third party contractors (i.e. EPC, ESC). Such information shall be provided to the Association President within three (3) weeks of such request. A written copy of the Board's request(s) to the third party contractor's shall also be provided to the Association President.

3.03 Dues Deduction

A. Association dues shall be deducted from those bargaining unit members who individually and voluntarily authorize such deduction and from those bargaining unit members who are covered by the fair share provision of this agreement. The Association agrees to indemnify and save harmless the Board and/or its representatives against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this Section. Said dues and fair share fee deductions shall be rendered to the Association within five (5) days of a regular payday. Said deductions for dues, but not for fair share fee, shall be made in fifteen (15) equal installments beginning with the first pay in October. The Association will provide the complete enrollment forms to the Treasurer seven (7) days before the first payday in October.

B. The Association President shall receive in a timely manner the name(s) and address(es) of newly hired bargaining unit members eligible for membership in the Association.

3.04 Association Leave

The Association shall be granted four (4) days of Association Leave, every school year. Such leave shall be at no loss or gain in pay. Notification for the use of such leave shall be given to the Superintendent or his/her designee at least three (3) days prior to taking the leave of absence.

ARTICLE 4 – TEACHING CONDITIONS

4.01 Work Year/Work Day

A. The normal contract year for bargaining unit members covered hereunder shall consist of one hundred eighty-five (185) workdays – one hundred eighty (180) student days, two (2) teacher workdays, of which one at the beginning of the school year is for work in their classrooms only, and three (3) days to be determined by the Administration. New bargaining unit members to the district shall have one (1) additional workday during the school year for orientation.

B. The length of the normal workday for full-time bargaining unit members shall be seven and one-half (7½) hours.

4.02 Duty-Free Lunch

The normal workday for full-time bargaining unit members shall include a daily uninterrupted, thirty (30) minute duty-free lunch.

4.03 Administration Meetings

The Administration can schedule a total of one (1) hour per month for teachers meetings and department/grade level meetings outside the normal workday.

The hour can be split into smaller time segments for two separate meetings as long as the total time outside the normal workday does not exceed one (1) hour. The administration shall give at least one (1) week prior notice for any meeting that will go beyond the normal workday.

4.04 Planning Time

Each full-time bargaining unit member shall receive regularly scheduled planning, conference and evaluation time of not less than two hundred (200) minutes for each regular school week.

Every attempt will be made to schedule such planning time within the confines of the scheduled student school day.

The amount of planning time for each bargaining unit member may be reduced when circumstances require an adjustment to the length of the school day or school week. Such reductions will be made on a fair and equitable basis to maintain the integrity of the planning time for each bargaining unit member.

Bargaining unit members retain their regularly established planning time on days with an assembly and will not be required to supervise students during that time.

4.05 Emergency Delays/Closings

A. Bargaining unit members will not be required to report when the administration has closed schools.

B. On days when a delay is announced, bargaining unit members will not be required to report at their normal, regularly scheduled reporting time. Reporting time will be delayed by that amount of time announced for the delay. No deduction of leave or pay will be made due to closings or delays.

C. In the event that a level 3 road emergency **or** equivalent is declared in a bargaining unit member's local jurisdiction of residence he/she will not be docked sick or personal leave.

4.06 Bargaining Unit Members Contracts

A. Regular Contracts

Bargaining unit members covered hereunder shall be issued written regular contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

1. Name of bargaining unit members.

2. Name of the school district and Board employing said bargaining unit member.

3. Type of contract – limited or continuing

4. Agreed upon step and classification of the Salary Schedule

5. First and last days of work for the next school year or attachment of the school calendar.

6. Provision for signature and date of signing by the bargaining unit member, Board President and Treasurer.

B. Continuing Contracts

Bargaining unit members eligible for continuing service status shall be those bargaining unit members who hold a professional or permanent teaching certificate or license, who, within the last five (5) years, have taught for at least three (3) years for the Board, and/or those who, having attained continuing contract status elsewhere, have served two (2) years for the Board. To be

eligible for consideration for a continuing contract, the bargaining unit member must notify the Superintendent in writing of his/her eligibility on or before February 1.

C. Limited Contracts – Sequence of Contracts

Bargaining unit members holding provisional certificates or licenses shall be granted limited contracts as follows:

1. All bargaining unit members new to the district shall be granted a limited contract with duration of one (1) year.

2. All bargaining unit members who have completed two (2) limited contracts of one (1) year duration, if re-employed, shall be issued one (1) limited contract of two (2) years duration.

3. All bargaining unit members who successfully complete two (2) limited contracts of one (1) year duration, and one (1) limited contract of two (2) years duration shall, if re-employed, be issued a limited contract of three (3) years duration.

4.07 Non-Discrimination

A. The parties hereto agree that neither the Board nor the Association shall discriminate against a bargaining unit member covered hereunder because of his/her membership or non-membership in the Association or his/her activities herein prescribed.

B. The Board, the Association, and each bargaining unit member will cooperate fully with all applicable laws forbidding discrimination on account of race, color, creed, age, religion, handicap, sex, or political affiliation.

4.08 Academic Freedom

The Board recognizes that a certain degree of academic freedom is essential to the teaching profession and the exploration and presentation of divergent points of view is encouraged. Likewise, the Association recognizes that the Principal in each school is responsible for all teaching conducted and has the responsibility to supervise teaching activity. Should differences exist with respect to the subject of academic freedom between a bargaining unit member and the Principal, such differences may be reviewed by the Superintendent, the Association President, and the affected bargaining unit members. Should differences exist after the review at the Superintendent's level, the matter may be heard by the Board in executive session. Any decision of the Board shall be final and not subject to the grievance procedure contained in this agreement.

4.09 Complaints Against Bargaining Unit Members

In the event that any citizen has a complaint or question concerning any bargaining unit member, the procedures that follow will be utilized.

An Association representative may be present at the request of the bargaining unit member at any step.

A. Steps

1. Complaints directed against a bargaining unit member should be initially addressed to the concerned bargaining unit member, who should promptly meet with the complainant to discuss the complaint.

2. If the matter is not resolved at the first level, the complainant, building principal, and the concerned bargaining unit member shall meet to discuss the matter.

3. If a meeting is sought by the complainant with the Superintendent, after Steps A (1) and (2) have been followed, the bargaining unit member will be notified and will be given an opportunity to be present at the meeting and to be heard on the issue.

4. If a meeting is requested by the complainant with the Board, the concerned bargaining unit member will be notified and will be given an opportunity to be present at the meeting and to be heard on the issue.

B. If at any level the parent becomes hostile or abusive toward the bargaining unit member, in actions or language, the bargaining unit member and/or the administrator will warn the complainant. If the inappropriate language and/or actions do not cease, the bargaining unit member and/or the administrator may immediately end the meeting.

C. Anonymous complaints shall not be made the basis for disciplinary action or in any way adversely affect a bargaining unit member's employment status.

4.10 Discipline

A. Disciplinary actions affecting a bargaining unit member shall be for just cause and shall be progressive unless the offense is one that would warrant termination under 3319.16 ORC. In that case, the disciplinary action will commence at level 3, 4, or 5.

B. A bargaining unit member has the right of Association representation during any meeting which may lead to disciplinary action. An Association representative shall be present at Levels 3, 4, and 5.

C. Except for a contract termination, appeals of disciplinary actions may be made through the Grievance Procedure. Contract termination appeals may be made through the procedure set forth in ORC Sections 3319.16 and 3319.161.

D. Contract non-renewal shall not be deemed to be a disciplinary action under this Article.

E. Steps in progressive discipline shall be:

1. Oral reprimand - Verbal warning to the bargaining unit member in a private conference with the principal/supervisor.

2. Written reprimand – The offense shall be reduced to writing by the principal/supervisor. During a private conference, the written reprimand will be signed and dated by all persons in attendance. A complete copy will be given to the bargaining unit member, and Superintendent for placement in the bargaining unit member's personnel file.

3. Suspension with pay – Before implementing a suspension, the Superintendent shall hold a conference with the bargaining unit member to discuss the reasons for the disciplinary action and to allow the bargaining unit member to dispute the reasons or otherwise explain the alleged misconduct. Any suspension will be reduced to writing stating the grounds for the action and the length of the suspension.

4. Suspension without pay after notice, hearing, and just cause reasons.

   When the disciplinary action recommended by the administrator involves a suspension without pay, a recommendation for such action shall be made to the Board, and the Board shall have the authority to sustain or modify the recommended action. This review by the Board shall occur prior to implementation of the suspension and before this matter may be appealed through the Grievance Procedure.

5. Contract termination after notice, hearing, and just cause reasons.

F. Discipline will be progressive but may begin at a level above Step 1 if deemed appropriate for just cause.

4.11 Personnel Records

A. Number of Personnel Files

The Superintendent will establish and maintain one (1) official file for each bargaining unit member. This file will be maintained in the office of the Board of Education.

B. Placement of Documents into Personnel File

Any material placed in the file shall be signed and dated by the person directing its placement in the file and by the bargaining unit member, who shall receive a copy of the material. If the bargaining unit member refuses to sign the material, such fact shall be noted.

C. Anonymous Communications

No anonymous letters or materials shall be placed in any bargaining unit member's file, nor shall they be made in any way a matter of the personnel record.

D. Review of Personnel Files

Bargaining unit members, upon request and at reasonable times, may review their personnel files and may request a meeting with the Superintendent to remove materials from their file. At such time, the bargaining unit member and the Superintendent may mutually agree to remove materials from the file. Absent agreement, the bargaining unit member has all the rights pursuant to ORC 1347.

Any bargaining unit member whose file has been examined by anyone other than the Board, the administration, or their secretaries in the normal conduct of their work, or officers of the government regulating agencies who have access by virtue of their positions, shall be notified within twenty-four (24) hours of such examination.

E. The bargaining unit member or any third party shall be entitled to make a copy of material in their files.

F. Any documentary information outside the file which is to form the basis of a bargaining unit member's evaluation will be furnished to the bargaining unit member.

G. Any disciplinary actions older than five (5) years shall be deleted from the personnel file.

4.12 Seniority

A. Seniority shall mean the length of continuous employment with the Board determined as follows:

1. Seniority accrues from the first day of employment.

2. Seniority shall accrue for all time on active pay status or when the bargaining unit member is receiving worker's compensation.

3. Unpaid leave or lay-off shall not contribute toward seniority, but will not constitute a break in service.

4. Bargaining unit members shall receive one (1) year of seniority for each year worked.

B. Equal seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority as determined on the seniority list. Ties in seniority shall be broken by the following method to determine the most senior:

1. Bargaining unit member with first day worked.

2. Bargaining unit member with earliest date of hire according to the Board minutes.

3. By lottery with an Association representative present.

C. Seniority List

All bargaining unit members of the faculty will be placed on a seniority list for each teaching field for which they are properly certificated/licensed.

Bargaining unit members serving under continuing contracts will be placed at the top of the list in descending order of seniority.

Bargaining unit members serving under limited contracts will be placed on the list under continuing contract bargaining unit members, also in descending order of seniority.

D. A seniority list shall be sent to the Association President in October of each year listing the names of bargaining unit members by seniority rank order with areas of certification/licensure, their first day worked and contract status.

The Association shall have a period of thirty (30) days after receipt of the seniority list in which to advise the Board of inaccuracies which affect seniority. Should a new list be required, the Board shall make the adjustments. No protests shall be considered after thirty (30) days thereafter and the lists shall be considered as final.

4.13 Transfers/Vacancies/Assignments

A. Any request by a bargaining unit member covered hereunder for a transfer to a different class, building, or position shall be made in writing to the Superintendent on or before April 1 of each calendar year. Transfer requests shall set forth the reasons for requesting such a transfer.

B. Bargaining unit members requesting transfers as provided for in this Article, shall, upon request, be given an interview with the Superintendent or his/her designee by April 30.

C. A vacancy shall exist as a result of non-renewals, transfers, terminations, resignations, promotions, or the creation of new positions.

D. Postings shall be placed on the district's e-mail. Vacancies shall be posted for a period of not less than seven (7) days.

E. Assignments by the Superintendent to a position shall not be made in a capricious manner.

F. Summer Posting – During the summer months, information concerning vacancies shall be communicated to all bargaining unit members the district's email system. Additionally, if a bargaining unit member wishes to be contacted about summer postings, he/she will notify the Superintendent prior to the last work day and provide a home email address or phone number.

G. Tentative subject, grade level assignment, and schedule for the following school year will be communicated to all bargaining unit members by the end of the current school year.

Any changes made will be communicated to the impacted bargaining unit members in a timely manner.

4.14 Reduction in Force

A. When, by reason of decreased enrollment of pupils, return to duty of a bargaining unit member after leaves of absence, or by reason of suspension of schools, territorial changes affecting the District, or for financial reasons, the

Board decides that it will be necessary to reduce the number of bargaining unit members, it may make reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent.

B. Recommended reductions in a teaching field will be made by selecting the lowest bargaining unit member on the seniority list as developed in Article 4.12 for that area of certification/licensure who is currently assigned to a position in that teaching field.

C. A bargaining unit member so affected may elect to displace a bargaining unit member who holds a lower position on a seniority list for another area of certification/licensure for which he or she is properly certified/licensed. Any such election must be made within ten (10) days from the time the bargaining unit member is notified he/she will be affected.

D. A bargaining unit member whose contract is suspended shall have the right of restoration to service in order of seniority in the District if and when a position for which he/she is certified/licensed becomes vacant or is created within two (2) years of said bargaining unit member's contract suspension. Preferences shall be first given to bargaining unit member on continuing contracts.

E. If the Superintendent or his/her designee intends to formally recommend the suspension of contracts to the Board for any reasons set forth in Paragraph A, he/she shall send to the Association President notice of his/her intended recommendation at least two (2) weeks prior to the Board meeting in which the Board would act. The notification shall set forth the recommended effective date(s) and the reason(s) for the staff reduction as well as positions affected.

F. Bargaining unit members whose contracts have been suspended under the provisions of this Article shall be extended the right to participate at his/her expense in the Board's group insurance program as set forth under COBRA.

4.15 Non-Renewal and Termination

A. Non-renewal of limited teaching contracts shall be in accordance with ORC 3319.11 and 3319.111. A bargaining unit member whose contract is non-renewed can appeal such non-renewal pursuant to O.R.C. 3319.11 and 3319.111, but may not grieve such non-renewal under Article 9 of this agreement.

B. Termination of teaching contracts shall be in accordance with ORC 3319.16 and 3319.161. A bargaining unit member whose contract is terminated can appeal such non-renewal pursuant to O.R.C. 3319.16 and 3319.161, but may not grieve such non-renewal under Article 9 of this agreement.

C. A bargaining unit member on a substitute license, either short or long term, or any bargaining unit member on an alternative license may be automatically non-renewed but subject to rehire annually.

D. A bargaining unit member who is on four (4) year Resident Educator's (RE) license and who does not pass the RE tasks by the end of the fourth year of employment will be automatically terminated, without recourse to the grievance procedure under Article 9 of this Agreement, or pursuant to ORC 3319.11 or 3319.16.

4.16 Supplemental Positions

A. Postings

When a supplemental contract position is declared vacant, such vacancy shall be posted for five (5) school days prior to the position being filled. Notification of posted positions during the summer will be given to bargaining unit members via e-mail on the first day of the posting. Additionally, if a bargaining unit member wishes to be contacted about summer postings, he/she will notify the Superintendent prior to the last workday and provide a home email address. Exceptions to the time limit for posting can be made by the Board when an emergency exists.

B. Order for Granting Positions

Consideration for filling supplemental contract positions shall be given in the following manner and order.

1. Qualified/certified/licensed bargaining unit members in the district.

2. Qualified/certified/licensed bargaining unit members outside the district.

3. Qualified/non-certified/non-licensed individuals.

C. Job Descriptions

1. There will be job descriptions established and maintained for all supplemental positions.

2. Copies of all job descriptions will be available to bargaining unit members at each building office.

4.17 Resident Educator/Entry Year

A. The Mentoring program that is required by state law will be implemented through a cooperative effort with the Miami County Educational Service Center (MCESC).

B. Upon changes or termination in the current agreement with the MCESC, this Article may be reopened for a memorandum of understanding on all issues of the mentoring program including, but not limited to, compensation.

C. Bargaining unit members will not be required to be a mentor. Mentors shall participate in training provided by the MCESC.

D. Written evaluations of the RE (Resident Educator) will only be shared with the RE and will not be required to be performed by the mentor. The mentor RE relationship shall be solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative evaluation of the RE performance. All information, written or oral, shall not be used in any employment or re-employment situation by the Board and shall be confidential between the mentor and RE.

E. Entry year teachers will be assigned to a mentor no later than ten (10) working days before the first meeting required by the MCESC. The Administration will make all efforts to have mentors assigned before the new teacher workday.

F. Every effort will be made to match the RE with a mentor in their area(s) of certification to promote professional development. In the event the mentor or RE provides evidence that the appointment is not compatible, he/she may request a change.

G. Each bargaining unit member is compensated seven hundred fifty dollars ($750) per RE.

H. Bargaining unit members may be given approval by the Superintendent for professional leave to fulfill requirements for RE up to two (2) days.

I. The maximum number of REs a Mentor may be assigned to is two (2) per year.

4.18 Evaluation Procedures

A. Definition of Terms

1. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations under Sections 3319.111 and 3319.112 of the Ohio Revised Code and to

conform to the framework for the evaluation of teachers developed under Section 3319.112 of the Ohio Revised Code.

2. Ohio Teachers Evaluation System (OTES): The teacher evaluation system that is codified under Sections 3319.111 and 3319.112 of the Ohio Revised Code.

3. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with Section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under Section 3319.112 of the Ohio Revised Code.

B. General Criteria

1. A pre-observation meeting, if required by OTES, is held between the observer and the bargaining unit member to discuss observation/evaluation procedures and/or focus of the observation/evaluation.

2. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.

3. If walkthroughs are required by OTES, it is a formative written assessment piece that focuses on one or more of the following components; evidence of planning, lesson delivery, differentiation, resources, classroom environment, student engagement, and assessment. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

4. A post-observation conference, if required by OTES, between the observer and the bargaining unit member will be held within seven (7) days to discuss the observation under the following conditions:

    a. Either the observer or bargaining unit member requests such a conference, or
    b. The observer has noted and recorded deficiencies.

5. The completion of all forms for observations/evaluations must be within the timelines according to OTES.

6. A day shall be a calendar day unless otherwise noted.

7. In the case of a bargaining unit member's long-term leave of four (4) or more weeks, the timelines for completion of observation, conferences, and written reports will be extended for a period equivalent to the length of the absences.

8. Timelines for the completion of conferences may be extended one (1) day for each day of absence of the bargaining unit member or administrator.

9. No more than one (1) observation per quarter, unless mutually agreed upon by the administrator and the bargaining unit member.

10. An evaluator must be a district administrator unless mutually agreed upon between the administration and the teacher to be evaluated.

11. All observation rubrics must be completed by May 1, according to OTES.

12. All Final Summative Ratings for each teacher must be completed and returned to the teacher by May 10, according to OTES.

C. Evaluation forms are on the district's website.

4.19 Retire/Rehire

The following provisions will apply to the rehire of bargaining unit members who have retired from Newton Local Schools or any other Ohio school district, and expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to §3319.11 and 3319.111, and all other applicable Ohio statutes.

A. Re-Employment. The parties are committed to recruiting and hiring the best qualified applicants to fill vacancies. Rehire of bargaining unit members who retire from the Newton Local Schools or any other Ohio school district is not automatic. Retired bargaining unit members must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process.

B. Break in Service and Seniority. Retirement of bargaining unit members from the Newton Local Schools or any other Ohio school district will be considered a break in service, and a bargaining unit member who is then rehired will be considered a new hire with no system seniority.

C. Placement on Salary Schedule. This provision expressly supersedes Ohio Rev. Code §3317.13, Article 8 of this Agreement, and other applicable laws. A retired bargaining unit member who is rehired will be given credit for up to ten (10) years of service for purposes of placement on the salary schedule.

D. Contract. This paragraph expressly supersedes Ohio Revised Code §3319.08 and 3319.11 and other applicable laws.

1. A retired bargaining unit member who is rehired will be employed on a limited contract for a term of one (1) year.

2. A retired bargaining unit member who is rehired will not be eligible for continuing contract.

E. Evaluation. A retired bargaining unit member who is rehired will be evaluated in full compliance with the guidelines in Article 4.18 of this contract.

F. Severance Pay. If retiring from the Newton Local Schools, a bargaining unit member must take severance pay at the time of retirement, thereby extinguishing sick leave accumulation. A retired bargaining unit member who is rehired will not be eligible to convert sick leave to severance pay upon separation from subsequent employment.

G. Sick Leave. A retired bargaining unit member who is rehired will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions of Article 6 of this Agreement.

H. Other Fringe Benefits. Retired bargaining unit members who are retired will receive retirement contributions, insurance, personal leave and all other fringe benefits not specifically addressed in this article in accordance with this Agreement.

I. Applicability of Other Contract Provisions. Except to the extent specifically addressed in this Article, all provisions of this Agreement apply to retired bargaining unit members who are rehired.

ARTICLE 5 – PART-TIME STAFF

5.01 Tuition Reimbursement

Part-time bargaining unit members shall receive prorated benefits based on those stated in Article 8.06 equal to the percentage of their employment status.

5.02 Health Insurance

Part-time bargaining unit members shall be offered the District health insurance and will pay a prorated amount of the health care premium based upon the bargaining unit member's percentage of full-time employment. The full health care premium is reduced by full-time employment not worked and then by an additional 15% of the full premium share. This difference will be the Board share. The full health care premium minus the Board share results in the part-time bargaining unit member's share (example: full premium -- % full time employment not worked – 15% bargaining unit member share = Board cost. Full premium – Board Cost = part time bargaining unit member's share).

5.03 IRS 125 Plan – Medical Reimbursement Account

The amount of Board contribution to the 125 Plan will be prorated based upon the percent of the bargaining unit member's full-time employment. The amount of the bargaining unit member contribution will be the maximum allowed under Article 8.11.

5.04 Health Care Opt Out Incentive

The part-time bargaining unit member shall receive a prorated amount of the Opt Out incentive as provided for in Article 8.12, based upon the percent of the bargaining unit member's full-time employment. Part-time bargaining unit members working at .5 full time employment or less will not be eligible for health care opt out incentives.

5.05 Life Insurance

The part-time bargaining unit member shall receive 100% of the Board provided group life insurance and accidental death and dismemberment insurance at no cost to the bargaining unit member.

5.06 Leaves of Absence

The part-time bargaining unit member may use all leaves of absence provided for in the contract. For such leave, the definition of a "day" of leave will be considered to be prorated to become the part-time bargaining unit member's contractual day.

5.07 Seniority

Seniority will be accrued as a percentage of the bargaining unit member's prorated day. For example, a bargaining unit member working 75% of the work day will be granted seniority for 75% of a year.

5.08 Work Day

The length of the bargaining unit member's work day will be established no later than the first day of the contract year.

5.09 Evaluations

The part-time bargaining unit member will be evaluated in full compliance with the guidelines established in Article 4.18 of this contract.

5.10 Salary

The salary of the part-time bargaining unit member will be prorated as a percentage of a full work day.

ARTICLE 6 – LEAVES OF ABSENCE

6.01 Sick Leave

A. Accumulation

A full-time bargaining unit member shall be entitled to one and one-fourth (1¼) days of sick leave per calendar month of completed service, unless on a leave of absence, or a total of fifteen (15) days per year, subject to the maximum accumulation of two hundred thirty (230) days.

Anyone who has accumulated sick leave days under the previous contract will be credited those days up to two hundred thirty (230).

B. Uses of Sick Leave

Bargaining unit members may use sick leave for absences due to personal illness, pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and to illness, injury or death in the bargaining unit member's immediate family.

Bargaining unit members may use accumulated sick leave for any disabling complication of pregnancy or childbirth, provided she is on active pay status at the time disability occurs. An estimate of the length of time the bargaining unit member will be off must be provided to the bargaining unit member's principal. Illness in the immediate family shall be defined as the bargaining unit member's mother, father, brother, sister, father-in-law, mother-in-law, husband, wife, child

(including step or foster parent or child), grandparent or other blood relative living as a permanent resident of the bargaining unit member's household. The pregnancy of a bargaining unit member's child, which results in a normal delivery, shall not be considered an illness.

C. In the event of a death in the immediate family (parent, grandparent, grandchild, spouse, child [including step or foster parent or child], parental-in-law, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or permanent member of the household), the use of sick leave will be limited to a maximum of five (5) days at one time when travel is no more than five (5) hours driving time and seven (7) days when extended travel is necessary, unless the bargaining unit member is primary health care manager or executor of the estate. The Superintendent may grant additional days.

Additionally, one (1) day per school year chargeable to sick leave will be granted to the bargaining unit member to attend a funeral of a family member or close friend.

D. Responsibility

All bargaining unit members shall be responsible for notifying their building principal or his/her designee when sick leave is to be used. Failure to notify the appropriate person is grounds for denial of benefits. Medical evidence may be required during periods of extended sick leave usage.

E. False Claim

No payment of salary or benefits will be made for an unauthorized absence, and/or abuse of sick leave benefits. An unauthorized absence and/or sick leave abuse may be considered as grounds for disciplinary action.

F. Advancement

In the event a bargaining unit member has not accumulated sick leave credits, advancement not to exceed five (5) sick leave days shall be provided in accordance with the provisions of ORC 3319.141. Said advance shall be charged against the sick leave he/she subsequently accumulates. No benefit shall be paid hereunder unless the bargaining unit member is physically able to earn subsequent sick leave credits.

G. Sick Leave Bank

1. The purpose of the Sick Leave Bank (SLB) is to provide paid days for serious personal illness or family illness to contributors to the Bank who

have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness.

2. Bargaining unit members may enroll in the SLB, during the enrollment period, which shall be during the month of September of each school year. A newly hired bargaining unit member hired after September 30 may join the SLB within thirty (30) days from the first date of hire. The enrollment/donation form is attached in Addendum A.

3. Upon enrollment, a bargaining unit member shall contribute one (1) of his/her accumulated sick days to the SLB. Days contributed to the SLB are non-returnable.

4. Days contributed to the SLB will continue to accumulate year to year.

5. Enrollment in the SLB shall be continuous from year to year until a bargaining unit member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the SLBC of his/her intent to withdraw.

   a. The SLBC shall be composed of the Executive Committee.

   b. The SLBC shall review and approve or deny by a majority vote all applications to the SLB. The SLBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions. The SLBC shall be responsible for reporting data concerning the SLB to the Board Treasurer.

   c. Decisions of the SLBC are final.

   d. The SLBC shall review the operation of the SLB as needed, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the ASSOCIATION and the BOARD.

6. General Procedures

   a. An application for an allotment from the SLB will be accepted only from those individuals who have contributed to the Bank. The application form is attached in Addendum B.

   b. Allotments will be limited to use for serious health conditions of a bargaining unit member or their immediate family. For the purposes of the SLB only, immediate family shall be defined as

parent, child, or spouse. A bargaining unit member may request use of the SLB for other family members to be considered by the SLBC. A doctor's statement is required with the application in order for the request to be considered.
Utilization of the SLB for complications arising from pregnancy or childbirth may be authorized by the SLBC.

c. An application will be considered only after a member has used all of his/her accumulated sick days and personal leave days, and available sick day advances.

d. Days allotted from the SLB will be paid at 100% of the bargaining unit member's daily rate of pay.

e. Once qualified to receive an allotment from the SLB, the maximum number of days a bargaining unit member may receive from the SLB shall not exceed twenty (20) days per contract year.

f. Allotments from the SLB will be made only for absences under a bargaining unit member's 185 day contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.

g. Days may not be received from the SLB for absences due to disabilities which qualify the bargaining unit member for Workers' Compensation personal benefits, unless the bargaining unit member has exhausted all such benefits and his/her own accumulated sick days/personal days.

h. Whenever the total number of available days in the SLB falls below fifteen (15), the SLBC may request the SLB enrollees to donate up to one (1) additional day of their accumulated sick days to the SLB.

i. Bargaining unit members receiving donated sick leave will not earn additional sick leave while receiving the donated days.

6.02 Family Medical Leave Act (FMLA)

Notwithstanding other provisions of this agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993 (FMLA). The Board and the Association agree that all benefits guaranteed by the FMLA will be provided to bargaining unit members covered by this agreement. Any alleged violation of the FMLA

may be processed as a grievance using the procedure herein. Pursuit of such grievance in no way abridges the rights of a bargaining unit member to redress under the law.

6.03 Personal Leave

A. Subject to the conditions set forth herein, all bargaining unit members covered hereunder shall be eligible to receive up to three (3) unrestricted days of personal leave each school year without loss of salary. Said days may be taken consecutively.

B. The personal leave days granted under the provisions above shall be in addition to any earned sick leave benefits to which a bargaining unit member may be entitled and shall not be charged against any sick leave accumulation which may be accrued.

C. Any unused personal leave day shall not be carried as an accumulation beyond the school year in which earned.

D. Such personal leave must be taken in one-half (½) or whole day increments and will be approved based upon 6.03 (F).

E. Except in case of an emergency which prevents the bargaining unit member from securing advance approval, or in the case of severe snow storms delaying arrival, bargaining unit members desiring to take personal leave must submit an application, on the District's Kiosk for such leave, at least three (3) work days in advance of the day desired off, to the applicable principal. The principal shall indicate on the application form his/her recommendation regarding the application. Such application must indicate that personal leave is taken in one-half (½) or one (1) days segments.

F. Personal leave may not be taken, except in an emergency as determined by the Superintendent or his/her designee.

1. On the last workday before or on the first workday after a vacation of two (2) or more days,

2. During the ten (10) school days after the opening or the ten (10) school days immediately prior to the closing day of any school year, except immediate family graduations, weddings, and taking your child to college or the first day of kindergarten. In the case of the first day of kindergarten, only one-half (½) day will be approved,

3. When ten percent (10%) of the total staff on any given date is absent unless extenuating circumstances merit approval by the Superintendent,

4. Leave request hereunder shall not be unreasonably denied.

6.04 Professional Leave

Bargaining unit members may be given approval by the Superintendent for attendance at instructional or curricular meetings and/or workshops/clinics designed to improve instruction.

A. Bargaining unit members must fill out a professional leave form, on the District's Kiosk, no less than ten (10) days prior to the date for which leave is requested.

B. The Board shall pay reasonable expenses for approved registration, accommodation, travel, or mileage at thirty-four (34) cents per mile related to the event. Receipts must be given to the Board Treasurer for reimbursement.

6.05 Assault Leave

In accordance with Section 3319.143 of the Ohio Revised Code, any service connected case of physical assault on a bargaining unit member occurring on the school premises or during a school sponsored function shall be reported immediately to the principal or other administrator in charge. The bargaining unit member shall notify the law enforcement agency of the incident not later than twenty-four (24) hours after the assault, or within twenty-four (24) hours of being physically able, in order to qualify for assault leave. When such an assault results in absence from duty for physical disability, such absences shall be at no loss of pay and shall not be chargeable to sick leave.

Medical verification shall be furnished to the Superintendent upon request for all such absences before assault leave can be approved for payment. The Board shall have the right to require a medical examination by a physician of its choice after the bargaining unit member has been absent for assault leave. In such event, the Board shall pay the full cost of the examination.

Absences due to court appearances resulting from assault leave shall be chargeable to assault leave.

The maximum number of Board paid days granted to a bargaining unit member who qualifies for assault leave shall be limited to no more than twenty-five (25) days per occurrence.

6.06 Sabbatical Leave

A full-time bargaining unit member who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence for one (1) or two (2) semesters subject to the following restrictions:

A. The bargaining unit member shall present to the Superintendent for approval, no later than May 15 preceding the school year for which the leave is requested, a plan for professional growth.

B. At the conclusion of the leave shall provide evidence that the plan was successfully followed.

C. The bargaining unit member shall be required to return to the District at the end of the leave for a period of at least one (1) year, if requested by the Board, unless the bargaining unit member has completed twenty-five (25) years of service in this State.

D. If the bargaining unit member has not completed twenty-five (25) years of service and does not return to complete the one (1) year of service to the district, he/she shall return to the Board the full amount of any salary and benefit payments received during the term of the sabbatical leave.

E. The Board shall not:

1. Grant such a leave unless there is available a satisfactory substitute

2. Grant such leaves to more than five percent (5%) of the bargaining unit members at any one time.

3. Allow a part salary, if any, in excess of the difference between the substitutes pay and bargaining unit member's expected salary

4. Grant a leave longer than one (1) school year

5. Grant a leave to any bargaining unit member more than once for each five (5) years of service

6. Grant a leave a second time to the same individual when other bargaining unit members have filed a request for such a leave.

F. Salary Schedule Placement

Upon the return of the bargaining unit member to full-time employment and his/her successful completion of the approved program of study or professional improvement, the bargaining unit member shall resume his/her place on the salary schedule without losing any seniority.

G. Insurance

Bargaining unit members on approved sabbatical leaves of absence shall be continued on health insurance benefits at their own expense. Upon request, the Treasurer shall provide the bargaining unit member a written statement in advance of the commencement of such leave, and such written statement shall contain the amount of each monthly premium and the date such premium(s) must be in the Treasurer's office in order to keep the insurance in effect.

6.07 Jury Duty/Witness Leave

A. Bargaining unit members receiving notice of jury duty shall be granted a leave of absence without loss of pay or benefits for the duration of leave. The Board will pay bargaining unit members the difference between such bargaining unit member's regular pay and the pay received by him/her for serving as a juror.

B. In the event a bargaining unit member appears as a witness on behalf of the Board or in a school related matter where the bargaining unit member(s) is subpoenaed and the Board is not a party to the action, the bargaining unit member(s) shall not lose pay for the appearance time.

6.08 Leaves of Absence Without Pay

A bargaining unit member shall be granted a leave of absence without pay for a period not to exceed two (2) years if the reason for such a request is because of a mental or physical disability. Other leaves of absence without pay for a period of up to two (2) years may be granted at the discretion of the Board.

A. Bargaining unit members on approved leaves of absences shall be continued on health insurance benefits at their own expense. Upon request, the Treasurer shall provide the bargaining unit member a written statement in advance of the commencement of such leave, and such a written statement shall contain the amount of each monthly premium and the date such premium(s) must be in the Treasurer's office in order to keep the insurance in effect for the length of the leave unless subject to COBRA.

B. Application for such leave shall be made in writing to the Superintendent at least thirty (30) days prior to the first day of the leave except in case of illness.

C. Bargaining unit members on leaves of absences who do not intend to return the following year shall submit their intent in writing to the Superintendent prior to February 1.

D. A bargaining unit member returning from leave shall be placed in the same or similar position(s) or a position for which he/she is certified/licensed.

E. Bargaining unit members returning from leave of absences may only return from such a leave at the beginning of a school semester or the beginning of a nine-week grading period. This restriction does not apply to bargaining unit members on disability leave or maternity leave.

F. A leave of absence shall be granted for maternity leave where the bargaining unit member has no accumulated sick leave to cover her period of disability. A leave of absence without pay may be granted for adoption of a child or for childcare, and shall not be unreasonably denied.

ARTICLE 7 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

A. There shall be one (1) LPDC that shall function on a district-wide basis.

B. There shall be five (5) members of the LPDC: three (3) bargaining unit members to be selected by the Association and two (2) selected by the Superintendent pursuant to Section 3319.22.

C. The LPDC shall elect officers from among the members of the LPDC.

D. Meetings of the LPDC shall not be conducted during times scheduled for teacher-student contact.

E. The responsibilities of the LPDC shall be as set forth in Section 3319.22(C) of the Ohio Revised Code and as may be set forth by the State Board of Education and approved by the Ohio General Assembly.

F. The LPDC shall develop:

- member term limits
- standards and criteria for individual professional development plans (IPDP)
- operating procedures
- governance structure
- responsibilities of the LPDC Chairperson, Recorder/Clerk, and Committee members
- activities appropriate for inclusion in IPDP
- IPDP amendment process
- appeals process
- confidentiality statement
- a calendar of meetings
- timelines for processing forms
- forms to be used in conducting the business of LPDC

and any other items or procedures that are determined to be necessary by the LPDC in concert with any rules, regulations, standards, and requirements which may be issued by the State Department of Education. The LPDC shall reduce to written form all items and procedures of this section. The document shall be called the LPDC STANDARDS AND BYLAWS.

G. The LPDC Standards and Bylaws and any future amendments shall be submitted to the Association and to the Board for approval.

H. The LPDC shall make decisions and conduct business by majority rule.

I. At the beginning of the school year, LPDC work on certificate/licensure renewal shall not begin until all LPDC positions are filled.

J. LPDC members shall undergo training in criteria development, IPDP content, and other topics related LPDC concepts as determined by the LPDC.

K. All LPDC files shall be maintained in a secured location in the administrative offices.

ARTICLE 8 – SALARIES AND MATTERS OF ECONOMIC WELFARE

8.01 Salary Placement

A. Salary placement for all bargaining unit members shall be in accordance with their education, teaching experience and military service. Experience, not to exceed Step 10 shall be determined as follows:

1. Teaching experience

2. Military service up to five (5) years.

B. Salary adjustments for additional training will be made upon presentation of transcripts and other documentation of additional training to the Board Treasurer prior to September 15 and February 15 of any school year.

1. Three (3) quarter hours shall be equal to two (2) semester hours.

2. Ten (10) Continuing Educational Units (CEU's) obtained from an authorized provider shall equal one (1) semester hour.

3. One hundred twenty (120) days teaching experience in any one year shall be considered one (1) year for experience credit.

8.02 Salary Index and Schedules (including Supplementals)

1. There shall be a salary increase of 3% on the BA-0 base for all certified employees for the 2024-2025 school year as set forth under Article 8 of the Master Agreement. (Salary and Supplemental Schedules attached.)

    a. There shall be a one-time stipend of 3% calculated on the pay step of each certified employee payable the second pay in November 2024 who are currently employed on that date.

2. For the 2025-2026 salary schedule: There shall be a reopener negotiations for the base salary and bonus in the Spring of 2025.

3. For the 2026-2027 salary schedule: There shall be a reopener negotiations for the base salary and bonus in the Spring of 2026.

Addendum B – 2024-2025_Salary Schedules

Addendum C – 2024-2025_Supplemental Salary Schedule

8.03 STRS Pick Up

The Board shall designate each bargaining unit member's mandatory contributions to the State Teacher Retirement System (STRS) of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the bargaining unit member's income reported by the Board is subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the bargaining unit member's mandatory STRS contribution which has been designated as "picked up" by the Board shall be included in computing final average salary, provided that no bargaining unit member's total salary is increased by such "pick up," nor is the Board's total contribution to the STRS increased thereby.

A. The pick-up percentage shall apply uniformly to all bargaining unit members as a condition of employment. The pick-up shall apply to all STRS qualified compensation

B. Payment to STRS shall be based on the bargaining unit member's daily gross pay and pay for supplemental positions prior to reductions.

C. It is understood that it is the responsibility of each individual bargaining unit member to make necessary the adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.

D. The Board is not liable nor will be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.

E. The Association and bargaining unit members individually, agree to indemnify and save the Board harmless against any and all claims that shall arise out of or by reasons of any action taken by the Board in compliance with provisions of this Article.

8.04 Payroll Procedures

A. Effective the beginning of the 2007-2008 school year, bargaining unit members must have their payroll checks electronically transferred to their bank or credit union, which will occur no later than the end of the normal pay day. Bargaining unit members shall receive, not later than the end of the payday via electronic email, a payroll check stub, which will, among other things, indicate the deductions made and accumulated sick leave records. Upon notification to the Treasurer of a hardship with receiving electronic payroll statements, the Treasurer will print and mail a copy to the bargaining unit member.

B. Bargaining unit members will be paid the annual salary including supplemental contracts over twenty-four (24) equal pays on the fifteenth and the last work day of each month beginning on September 15 of each new school year. If a supplemental contract is approved after September 15, the salary for the supplemental shall be equally divided among the remaining pays. When a payday falls on a holiday or a weekend, the pay will be made on the last preceding workday.

C. Deductions will be made for the following:

1. Greater Miami Community Federal Credit Union or other credit union that enrolls and maintains five (5) or more employees.

2. Insurances

3. Tax Sheltered Annuities in companies who enroll five (5) or more employees. When companies fail to have any employees participating, that company shall be dropped from the list of companies utilized by the Board until such time as that company can enroll five (5) or more employees.

4. Association dues including FCPE contributions.

5. STRS

6. Flexible Benefits Program -- IRS 125 Plan

7. Other deductions required by law

8.05 Tuition Reimbursement

During the term of this contract, a tuition reimbursement fund not to exceed twenty percent (20%) of the base salary at the Bachelor's level up to $7,500 will be created. All certificated/licensed bargaining unit members are eligible for such reimbursement.

A. Eligibility Criteria

1. Course Work

a. Shall be from an approved college or university
b. Shall be at the graduate level. (Undergraduate hours may be approved for special circumstances, but prior approval must be granted by the Superintendent).
c. Shall be restricted to an educational area that would benefit the school system.
d. Shall be successfully completed.
e. Shall be taken between September 1 and August 31 of each school year.

2. Applicants will attest that no other compensation from any source is being received.

3. The reimbursement rate may not exceed the actual tuition assessed by the college or university granting the credit.

B. Application Procedures

1. An application shall be filed and approved by the Superintendent one month prior to enrolling in the course. The application can be found in Addendum I.

2. Applications will list course and tuition amount being requested.

C. Verification and Payment

Upon completion of the course work, the applicant will submit the following to the Superintendent:

1. Proof that payment of tuition has been made by the applicant.

2. Satisfactory evidence of successful completion of the course by October 1 of the following school year. Satisfactory evidence shall be an official transcript issued by the granting institution. A grade of an A or B (or a P in Pass/Fail course) must have been attained. Alternative proof (such as a grade report) may be provided until the official transcript is supplied.

3. Payment will be for one of the following or a combination not to exceed $600.

    a. six (6) quarter hours @ $100.00 per hour
    b. four (4) semester hours @ $150.00 per hour

4. If the total aggregate cost of the authorized number of credit hours submitted by certificated/licensed staff in one year exceeds the maximum limit during the term of this contract, the hourly reimbursement rate will be adjusted and prorated by dividing the maximum limit by the total aggregate number of hours submitted. The result of this calculation will be the adjusted reimbursement rate. The data and calculations will be sent to the president of the Association no later than October 10.

5. Payment will be made on the second pay in October following the end of the prior contract school year.

6. Unused tuition reimbursement funds from each year will not be carried over to any succeeding years.

8.06 Internal Substitution

If any bargaining unit member acts as a substitute for another bargaining unit member during his/her scheduled planning time, he/she shall receive $20.00 per substitution.

8.07 LPDC Compensation

The rate of pay for the Association members on the LPDC shall be twenty-five dollars ($25.00) per hour.

8.08 Life Insurance

The Board shall, at no cost to any bargaining unit members, provide group life insurance and accidental death and dismemberment insurance in the amount of $50,000 for all bargaining unit members covered hereunder.

8.09 Health Benefits

A. The Board shall provide hospital-surgical and major medical insurance for each certified/licensed bargaining unit member now and hereafter employed and his/her family. Such coverage will be Anthem Blue Access (PPO) (effective October 1, 2014) or its equivalent, as currently provided by Educational Purchasing Council (EPC).

1. The Board will pay 85% of the full cost of family coverage, single plus one, and single coverage through September 30, 2024. Bargaining unit members will contribute 15% of the cost of coverage.

2. The bargaining unit member's share of such premium cost will be uniformly and equally divided and withheld from each affected individual's paycheck.

B. The carrier/provider for any coverage hereunder shall be at the choice of the Board. Coverage shall not be less than the coverage listed in the Plan Document in effect as of October 1, 2014 unless otherwise agreed to by the parties. The Association shall be notified of any carrier/provider change thirty (30) days prior to the effective date of any such change and shall also be given the right to meet with the Superintendent or his/her designee regarding the effects of any change.

C. An insurance committee shall be formed to study plans and specifications for all forms of insurances; available options and costs, changes in rates, and alternatives and option for bargaining unit member insurance plans.

1. This Committee shall be composed of representatives groups: three (3) Association members, two (2) Board representatives, one (1) non-teaching employee and consultants from each organization, if desired by their representing party.

2. The Committee shall meet on a bi-monthly basis unless members of the committee mutually agree otherwise. All meetings shall begin at 2:45 p.m. and bargaining unit members serving on this Committee shall be released from their duties without loss of pay to attend said meetings.

3. At the beginning of the school year, the Committee shall elect from among themselves a chairperson, who shall be responsible during that year for: sending out meeting notices, preparing and distributing notes/minutes of the last meeting, making notes and helping to organize the agenda and topic/s for the next meeting.

4. The Committee shall be charged with the ongoing responsibility of investigating insurances as specified above and shall prior to May 30 of

each year, make a summary of their findings and recommendations available to all concerned parties.

8.10 IRS 125 Plan – Flexible Spending Plan

A. The Board shall establish a 125 Plan with medical reimbursement accounts in accordance with IRS regulations. The Board shall provide for each bargaining unit member $600.00 for his/her account. Reimbursement will be made from the account based upon the dependent definition in current medical coverage, i.e.:

   a. bargaining unit member
   b. bargaining unit member's spouse living in the same household
   c. dependent children of bargaining unit member under the age of 25 and living in the same household

B. Claims shall be submitted to the 125 Plan Administrator within the time limits specified but no later than three (3) months after the end of the plan year. All year-end reimbursement requests will be paid up to the balance of the remaining funds deposited into the 125 plan and must be submitted according to the plan policy.

C. See Plan Document for examples of medical expenses that may be submitted for reimbursement under the IRS 125 plan.

D. Bargaining unit members may deposit an amount not to exceed $5,000.00, inclusive of the Board's contribution, per plan year into the 125 Plan. For example, if a bargaining unit member elects to place $4,000 into the IRS 125 Plan, the total of the Board's and bargaining unit member's contribution would be $4,600.00.

E. Deposits into the 125 Plan must be made by payroll reduction through bargaining unit member authorized payroll deduction. All deposits shall be pre-tax dollars. Unused funds deposited into the 125 Plan cannot be carried over from year to year and will be forfeited at the end of each plan year.

F. The plan year shall run October 1st through September 30th. Open enrollment for all bargaining unit members must be completed by September 15th.

8.11 Health Care Opt Out Incentive

A. Any certified/licensed bargaining unit member who opts out of the Board's health insurance plan shall be paid an incentive in the amount of $1,000 if eligible for family coverage or $750.00 if eligible for single coverage for each year

of this agreement. If eight enrollees opt out of a family plan, each bargaining unit member who opts out shall be paid an incentive in the amount of $2,000 for each year of this agreement.

B. Those who have not enrolled may enroll in insurance coverage during that plan year based upon verification of loss of other health insurance coverage due to changes in family status (such as death or unemployment of the person previously carrying health insurance, or divorce) and other circumstances in accordance with the usual plan terms. A teacher enrolling outside of the open enrollment period shall receive a pro-rated amount for the incentive payment that year.

C. Incentives may be claimed as a taxable cash incentive included in the last paycheck of the contract year.

D. Written notice of intent to opt out of District provided health insurance must be delivered to the Treasurer during the Section 125 open enrollment period.

8.12 Sick Leave Conversion

A. Severance pay will be paid to bargaining unit member who retire from active service with the Board and upon proof of retirement from the retiree.

B. Upon receiving proof of retirement, the Treasurer will notify the bargaining unit member of the amount of severance pay due in compliance with section D of this article.

C. The maximum number of accumulated sick days that will be used to determine severance shall be one hundred eighty-five (185) days.

D. The amount to be paid shall be determined by multiplying the daily rate of the bargaining unit member's base pay (exclusive of supplementals) by the number of days of unused accumulated sick leave days by thirty-four percent (34%) to a maximum of sixty-three (63) days.

1. Members with a balance between 190-200 days shall be entitled to five (5) bonus days, for a total of 68 days (34% of 185) = 63 + 5 Bonus days

2. Members with a balance greater than 205 days shall be entitled to ten (10) bonus days, for a total of 73 days (34% of 185) = 63 + 10 Bonus days

E. Conversion of sick leave will be deemed to be a full usage of all accumulated sick leave days.

F. Payment for sick leave conversion shall be made within sixty (60) calendar days after the Treasurer's receipt of proof of retirement.

G. Anyone who has accumulated sick leave days under a previous contract will be credited those days up to two hundred thirty (230).

8.13 Compliance With License/Permit Renewal Requirements

The Board shall cover all costs for mandatory background checks of bargaining unit members to comply with House Bill 79.

8.14 After-School Intervention Classes (ASIC) For Student Testing

Bargaining unit members shall receive one hour minimum pay per ASIC. Any time thereafter will be paid in fifteen-minute increments. The rate for ASIC is $30.00 per hour.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Definitions

A. A grievance is a complaint of a bargaining unit member or the Association involving the alleged violation, misapplication, or misinterpretation of a provision(s) of this Agreement.

B. A grievant shall mean the Association, a person, or group alleging that some violation of this agreement has actually occurred. A grievance alleged to be a "group" grievance shall have risen out of substantially similar circumstances affecting each member of said group.

C. No grievance may be filed concerning a matter that may be made subject of a charge with the State or Federal Agency, except for matters that may be filed under ORC 4117.

D. A day as used in the grievance procedure will be defined as a regularly scheduled work day for bargaining unit members with bargaining unit members in attendance in the regular school year and will not include weekends, holidays, or vacation days. During the summer, meetings will be held on a weekday.

E. Any action by the Board to terminate, renew, or not renew the contract of any bargaining unit member, whether such bargaining unit member is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate, renew, or not renew any such contract shall not be

deemed a grievance and may not be processed as such unless such action violated the contract.

9.02 Grievance Provisions

A. The aggrieved bargaining unit member, the Board, and/or the representative of either shall not be denied the right to advise, counsel, and/or representation at any step of the grievance process.

B. A grievance may be withdrawn at any level without prejudice or record.

C. If the bargaining unit member and/or Association do not abide by the time limits set forth, they forfeit their right to continue to the next step of the grievance procedure.

D. If the administrator does not abide by the time limits set forth, the bargaining unit member(s) filing the grievance and/or the Association may proceed to the next step.

E. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation, nor shall grievance results be included in the personnel file.

F. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to effect a satisfactory resolution to the problem.

G. Any time limits or steps contained herein may be waived by the mutual written consent of the parties.

9.03 Procedure

Step I – Informal Procedure

The aggrieved party shall discuss the grievance or complaint with the building principal or his/her designee in a face-to-face meeting. This shall be accomplished within ten (10) days after the grievant knows or should have known the act or conditions on which the grievance is based. In no event, however, may a grievance be filed more than thirty (30) days following the date of the occurrence from which the grievance arose. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the rights granted in this Article.

Step II – Formal Procedure

If a satisfactory solution is not effect, the aggrieved party shall present his/her written grievance to the principal or his/her designee within five (5) days after the informal hearing using the Grievance Form, Addendum F. The principal or his/her designee shall, within five (5) days of receipt of the grievance, conduct a hearing concerning the grievance. The principal or his/her designee shall provide a written answer to the grievance and forward it to the concerned parties within five (5) days from the time of the hearing.

Step III – Superintendent

If a satisfactory solution is not affected, the aggrieved party or Association may invoke Step III in writing and present same to the Superintendent or his/her designee within five (5) days after receiving the Step II answer using the Grievance Form, Addendum F. Any failure to invoke Step III as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance. Within five (5) days of the receipt of the appeal to Step III, the Superintendent or his/her designee shall set a hearing date. Such hearing shall be held within fifteen (15) days of the appeal to Step III. The Superintendent or his/her designee shall meet with the aggrieved party and provide a written answer to the grievance and forward it to the concerned party within five (5) days from the time of the hearing using the Grievance Form, Addendum F.

Step IV – Advisory Arbitration

If the action taken in Step III by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the Association or if no decision has been rendered by the Superintendent or his/her designee within five (5) days after the hearing, the Association may notify the Board in writing of its intent to submit the grievance to advisory arbitration using the Grievance Form, Addendum F. Any failure to invoke Step IV within five (5) days of the receipt of Step III answer will be considered as the parties having reached a satisfactory resolution of the alleged grievance.

Upon receipt of the notice of intent to submit the grievance to advisory arbitration, the parties, within ten (10) days thereafter shall submit a request to the American Arbitration Association to provide the parties with a panel of arbitrators with selection to be made in accordance with the Voluntary Rules of the American Arbitration Association.

9.04 Arbitration

The Board and the Association shall equally share the fees and expenses of the arbitration proceeding. Each party will be responsible for the fees and expenses of its representation.

The arbitrator shall review the grievance and submit his/her decision to the parties. The arbitrator's decision shall be advisory to all parties. The arbitrator shall not have the power to ignore, add to, subtract from, or modify the terms of this agreement and the arbitrator may consider the specific language of this agreement and render his/her decision on the issues presented on the basis the reliable, substantial and preponderance of the-evidence in the record of the proceedings. Only grievances as defined herein shall be subject to arbitration. All issues of procedural arbitrability will be heard and decided by the arbitrator prior to hearing substantive issues or merits of a grievance.

The Board shall take necessary action on the arbitrator's decision within two (2) regularly scheduled Board-meetings after receipt of the arbitrator's decision. No further action may be taken on the matter after thirty (30) days following the Board's action.

ARTICLE 10 – NEGOTIATIONS

10.01 Preamble

The Board and the Association, OEA/NEA agree that negotiations are an effective and efficient method for discussion and agreement on items pertaining to the terms and conditions of employment. Therefore, it is agreed as follows:

A. The Board and the Association acknowledge that, during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

B. For the life of this agreement, the Board and Association voluntarily and unequivocally waive the right, and agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, except as otherwise provided for under Section 4117 of the ORC.

C. This Agreement represents the entire agreement between the Board and the Association and, unless specifically set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Board upon notification to the Association and in keeping with Section 4117 of the ORC.

10.02 Negotiations Procedure

A. Definitions

1. "Professional negotiations" means conferring, discussing, and negotiating in good faith by a board of education or its designated representatives, and the NTA or its designated representatives, in an effort to reach agreement with respect to salaries, hours, terms and conditions of employment, and working conditions, and other matters of mutual concern by such board and organization.

2. "Good faith" involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing a preconceived stand. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter proposals. Good faith requires both parties to recognize negotiations as a shared process. The obligation of a Board or its representatives and the representatives of the NTA to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

B. Directing Requests

A written request for negotiation meetings from the Association will be made directly to the Superintendent. Requests from the Board will be made in writing to the President of the Association. Requests for negotiations shall be submitted by either party, no later than May 1 in the year of the expiration of the contract. An official SERB notice to negotiate will be submitted on or about the day of the first bargaining session.

C. Negotiation Meetings

1. Scope of Negotiations

Negotiations shall be conducted as to salaries, fringe benefits, working conditions, terms and conditions of employment, and such other matters as are mutually agreed upon as a proper subject for negotiations.

2. Representative Authority

While no final agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives shall be clothed with all necessary power and

authority to make proposals, counter proposals, or concessions in the course of negotiations.

3. Exchange of Information

The Board and the Superintendent agree to furnish upon request at any reasonable time the available information deemed a public record or other information as mutually agreed upon. The Association agrees to furnish upon request the available information on its proposals.

4. Limitations

Until negotiations are completed, each meeting shall begin with a tentative time for adjournment and end with an agreed time and place for the next meeting.

5. Caucus

The chairman of either party may call for an independent caucus at any time during any negotiation meeting.

6. Initial Proposals

The Association President or designee and Superintendent shall mutually exchange their parties written negotiation proposals, which shall include specific proposed language on the first scheduled negotiations meeting. No new language items of negotiation may be added after the initial proposals are presented unless by mutual agreement of both parties.

7. Item Agreement

As items being negotiated receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialed items shall not, however, be considered final and binding until the negotiated agreement is both ratified by the Association and adopted by the Board.

8. Protocol

No action to coerce, intimidate, or penalize any negotiating participant shall be taken or implied by any school affiliated personnel as a result of participation in the negotiation process.

D. Agreement

When agreement is reached through negotiations, it shall be reduced to writing and submitted to the Association and Board for their consideration. If ratified by the Association and the Board, the Board will adopt a resolution setting forth the agreement. When the agreement is ratified and adopted, it shall then be signed by the parties and shall become part of the official minutes of the Board.

The resulting agreement shall be binding on both parties until renegotiated or terminated. No provisions of the resulting agreement shall discriminate against any bargaining unit member in regard to membership or non-membership in the Association.

E. Mediation

In the event agreement is not reached thirty (30) days prior to the expiration of the collective bargaining agreement, the Board and the Association shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS).

The mediator shall meet with the parties or their representatives either jointly or separately no more than three (3) times, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement. The mediator shall not, without consent of both parties, recommend terms of settlement.

The mediator is without power to extend the period of mediation beyond the expiration date of the contract without the expressed consent of the parties.

F. Agreement Printing

Copies of the contract shall be distributed by the Association.

G. Re-Negotiation

If mutually agreed to by the Board and the Association, a negotiated agreement or any part thereof may be re-negotiated prior to the termination of the minimum effective time of the agreement or of such part. On request of the Board or the Association, following any action by the Ohio General Assembly, changes in federal law, changes in rules and regulations of the State Department of Education, or changes in the financial status of the district, affecting any agreement or part thereof in effect, renegotiation may occur on any or all of these parts of the agreement affected by such actions.

H. Amendments

This Agreement shall be subject to amendment or amendments by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this Agreement.

10.03 Impasse/Dispute Procedure

A. If the mediation fails to bring agreement, bargaining will cease until continued by mutual agreement.

B. Pursuant to Section 4117.14 (C) (1) and 4117.14 (E) of the Ohio Revised Code, the parties have established this mutually agreed upon Negotiations and Dispute Resolution Procedures which supersede the procedures listed in Section 4117.14 (C) (2)-(6) and any other procedures to the contrary.

10.04 Savings Provision

This Agreement is subject to all existing and applicable laws provided that should any change be made to any applicable laws, which would be contrary to any provision contained herein, such provision herein contained shall automatically be terminated and the remainder of this contract shall remain in full force and effect. The parties shall thereafter seek to agree upon substitute provisions that are in conformity with acceptable law.

Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal, or competent jurisdiction, and such decision or legislation shall apply to a specific provision or portion thereof, the parties will meet to bargain any changes needed. Bargaining will begin no later than thirty (30) days from notification of either party of a need to bargain. At least three (3) bargaining sessions will be held within forty-five (45) days from the commencement of negotiations unless agreement is reached sooner. The Association retains all rights granted under ORC 4117, unless otherwise negotiated in this contract, and Article 10 of this contract if an agreement is not reached. The remainder of the agreement shall remain in full force and effect.

10.05 No Strike/No Lockout

There shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with the operation of the District during the term of this Agreement. The Board shall engage in no lockout of employees in the bargaining unit.

ARTICLE 11 – DURATION/SIGNATURES

This Agreement shall, upon adoption by the parties become effective on July 1, 2024 and shall remain in effect through twelve o'clock midnight, 6-30-27.

The Agreement may be amended or modified upon the mutual agreement by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20th day of March, 2024.

FOR: NEWTON LOCAL BOARD OF EDUCATION

By _____
Danielle Davis, Superintendent

By _____

Nick Hamilton, District Treasurer

By _____

Board of Education President

FOR: NEWTON TEACHERS ASSOCIATION/OEA-NEA

By _____
Jeffrey Armentrout, NTA President

ADDENDUM A – SICK LEAVE DONATION/APPLICATION FORM
NEWTON LOCAL SCHOOL DISTRICT

NAME _____ SCHOOL _____

SECTION I. Voluntary Donation:

I wish to donate the following to the Newton Local School District Sick Leave Bank. In authorizing this deduction, I understand that the donated sick leave will be deducted from my current sick leave balance.

Please complete:

Number of days, up to five (5) donating _____

EMPLOYEE'S SIGNATURE _____ DATE _____

INFORMATION CONTAINED IN SECTION II OF THIS APPLICATION IS CONFIDENTIAL

SECTION II. Application for Sick Leave Days:

Article VI, Section D. #3. Upon depletion of accumulated sick leave balance, and any advanced days, a staff member may apply for up to ten (10) sick leave days from the sick leave bank if he/she has a serious health condition as defined in the Family and Medical Leave Act of 1993. (FMLA definition of serious health condition is included in the Appendix of this agreement, Exhibit XV.) The staff member must have a doctor's note when applying for days from the sick leave bank explaining the serious health condition and the length of time needed to be off work. (Ref: Agreement between NEA and Board of Education)

I wish to apply to the Newton Local School District Sick Leave Bank for days as follows:

Number of days requested _____

Date sick leave balance (including five [5] days advanced) was/will be exhausted: _____

Sick leave being requested due to the illness of: _____

If other than employee, relationship:_____

Employee's explanation of health condition: _____

Length of time employee expects to be off work due to the listed health condition: _____

ATTACHED NOTE SIGNED BY DOCTOR.

EMPLOYEE'S SIGNATURE _____ DATE _____

SECTION III. Decision of Sick Leave Bank Review Panel

Sick Leave Request: Approved Denied

Number of Days Approved: _____

Explanation of Denial: _____

_____

SIGNATURE/REVIEW PANEL REPRESENTATIVE_____ DATE _____

ADDENDUM B – 2024-25 SALARY SCHEDULE

Newton Local School District
Miami County

2024-25 BASE: $ 40,683 103.00%

Step	Base	BA	BA+150	MA	MA+15	MA+30
0	540,683	44,480	44,807	44,971	47,015	49,396
		1.068	1.096	1.1	1.15	1.208
1		44,480	44,807	47,117	49,161	51,533
		1.088	1.096	1.1525	1.2025	1.2605
2		44,480	46,770	49,264	51,308	53,679
		1.088	1.144	1.205	1.255	1.313
3		46,279	48,732	51,410	53,454	55,825
		1.132	1.192	1.2575	1.3075	1.3655
4		48,078	50,694	53,556	55,600	57,972
		1.176	1.24	1.31	1.36	1.418
5		49,877	52,657	55,703	57,747	60,118
		1.22	1.288	1.3625	1.4125	1.4705
6		51,676	54,619	57,849	59,893	62,264
		1.264	1.336	1.415	1.465	1.523
7		53,474	56,582	59,995	62,039	64,411
		1.308	1.384	1.4675	1.5175	1.5755
8		55,273	58,544	62,142	64,186	66,557
		1.352	1.432	1.52	1.57	1.628
9		57,072	60,506	64,288	66,332	68,703
		1.396	1.48	1.5725	1.6225	1.6805
10		58,871	62,469	66,434	68,478	70,850
		1.44	1.528	1.625	1.675	1.733
11		60,670	64,431	68,581	70,625	72,996
		1.484	1.576	1.6775	1.7275	1.7855
12		62,469	66,393	70,727	72,771	75,142
		1.528	1.624	1.73	1.78	1.838
13		62,469	66,393	70,727	72,771	75,142
		1.528	1.624	1.73	1.78	1.838
14		62,469	66,393	70,727	72,771	75,142
		1.528	1.624	1.73	1.78	1.838
15		64,267	68,356	72,873	74,917	77,289
		1.572	1.672	1.7825	1.8325	1.8905
16		64,267	68,356	72,873	74,917	77,289
		1.572	1.672	1.7825	1.8325	1.8905
17		64,267	68,356	72,873	74,917	77,289
		1.572	1.672	1.7825	1.8325	1.8905
18		66,066	70,318	75,020	77,064	79,435
		1.616	1.72	1.835	1.885	1.943
19		66,066	70,318	75,020	77,064	79,435
		1.616	1.72	1.835	1.885	1.943
20		66,066	70,318	75,020	77,064	79,435
		1.616	1.72	1.835	1.885	1.943
21		67,865	72,280	77,168	79,210	81,581
		1.66	1.768	1.8875	1.9375	1.9955
22		67,865	72,280	77,168	79,210	81,581
		1.66	1.768	1.8875	1.9375	1.9955
23		67,865	73,380	77,168	79,210	81,581
		1.66	1.768	1.8875	1.9375	1.9955
24		69,664	74,243	79,312	81,356	83,728
		1.704	1.816	1.94	1.99	2.048
27		71,463	76,205	81,459	83,503	85,874
		1.748	1.864	1.9925	2.0425	2.1005
30		73,262	78,168	83,605	85,649	88,020
		1.792	1.912	2.045	2.095	2.153

ADDENDUM C – SUPPLEMENTAL SALARY SCHEDULES

SUPPLEMENTAL SALARY SCHEDULES

Base 2024-2025 $ 40,853

ADVISORS:	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
VARSITY CHEERLEADER	5.70%	6.20%	6.70%	7.20%	7.70%	8.20%	8.70%
RESERVE (JV) CHEERLEADER	3.50%	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%
JUNIOR HIGH CHEERLEADER	3.50%	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%
YEARBOOK	7.50%	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
AUDIO VISUAL HIGH SCHOOL	2.90%	3.40%	3.90%	4.40%	4.90%	5.40%	5.90%
AUDIO VISUAL ELEMENTARY	2.90%	3.40%	3.90%	4.40%	4.90%	5.40%	5.90%
COMPUTER COORDINATOR	10.00%	10.50%	11.00%	11.50%	12.00%	12.50%	13.00%
JUNIOR CLASS	5.70%	6.20%	6.70%	7.20%	7.70%	8.20%	8.70%
ASSISTANT COMPUTER COORD	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%	7.00%
PLAY DIRECTOR	4.00%	4.50%	5.00%	5.50%	6.00%	6.50%	7.00%
NEWSPAPER	2.40%	2.90%	3.40%	3.90%	4.40%	4.90%	5.40%
NATIONAL HONOR SOCIETY	2.40%	2.90%	3.40%	3.90%	4.40%	4.90%	5.40%
SENIOR CLASS	2.90%	3.40%	3.90%	4.40%	4.90%	5.40%	5.90%
SOPHOMORE CLASS	2.90%	3.40%	3.90%	4.40%	4.90%	5.40%	5.90%
FRESHMAN CLASS	2.90%	3.40%	3.90%	4.40%	4.90%	5.40%	5.90%
7th GRADE	2.00%	2.50%	3.00%	3.50%	4.00%	4.50%	5.00%
8th GRADE	2.00%	2.50%	3.00%	3.50%	4.00%	4.50%	5.00%
SPANISH CLUB	2.40%	2.90%	3.40%	3.90%	4.40%	4.90%	5.40%
ART CLUB	2.10%	2.60%	3.10%	3.60%	4.10%	4.60%	5.10%
SAFETY PATROL	3.00%	3.50%	4.00%	4.50%	5.00%	5.50%	6.00%
SCIENCE CLUB (JR HIGH)	3.00%	3.50%	4.00%	4.50%	5.00%	5.50%	6.00%
SCIENCE CLUB (HIGH SCH)	3.00%	3.50%	4.00%	4.50%	5.00%	5.50%	6.00%
SAC (STUDENT ACTIVITY COUNCIL)	3.00%	3.50%	4.00%	4.50%	5.00%	5.50%	6.00%
MUSE ADVISOR	2.50%	3.00%	3.50%	4.00%	4.50%	5.00%	5.50%

SATURDAY SCHOOL MONITOR Shall be compensated at the rate of $20.00 per hour.

1. Coaches advancing to a higher level of coaching within the same sport (i.e., Assistant to Reserve or Reserve to Varsity) shall get credit for previous coaching experience for the purpose of determining salary.
2. Coaches that move from one sport to another begin at the first step on the schedule for the new sport.
3. Coaching experience will be granted in the same sport regardless of the gender of the participants.
4. In the event that only one qualified coach can be found for the positions of Junior High Boys Basketball & Junior High Girls Basketball / Volleyball, the coach is to receive Level 3 compensation.
5. Salaries to be rounded to the nearest dollar.

ADDENDUM C – SUPPLEMENTAL SALARY SCHEDULES, CONTINUED

SUPPLEMENTAL SALARY SCHEDULES

BASE:
FY2025 $ 40,683

ATHLETICS:	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LEVEL 1							
VARSITY BASKETBALL BOYS	13.60%	14.60%	15.60%	16.60%	17.60%	18.60%	19.60%
VARSITY BASKETBALL GIRLS							
BAND DIRECTOR							
DOLLAR AMOUNT	$5,560	$5,969	$6,378	$6,787	$7,195	$7,604	$8,013
LEVEL 2							
VARSITY SOCCER (Boys/Girls)	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%	12.00%
VARSITY VOLLEYBALL							
VARSITY BASEBALL							
VARSITY SOFTBALL							
VARSITY GOLF							
VARSITY TRACK							
HS CROSS COUNTRY							
JV(RESERVE) BASKETBALL BOYS							
JV(RESERVE) BASKETBALL GIRLS							
ASSISTANT ATHLETIC DIRECTOR							
DOLLAR AMOUNT	$3,679	$3,884	$4,088	$4,293	$4,497	$4,701	$4,906
LEVEL 3							
JV(RESERVE) SOCCER	5.70%	6.20%	6.70%	7.20%	7.70%	8.20%	8.70%
JV(RESERVE) VOLLEYBALL							
JV(RESERVE) BASEBALL							
JV(RESERVE) SOFTBALL							
FRESHMAN BASKETBALL							
JV AND VARSITY BOWLING							
ASSIS. SOCCER (Boys/Girls)							
ASSIS. CROSS COUNTRY							
ASSIS. BASEBALL							
ASSIS. SOFTBALL (2)							
ASSIS. VARSITY BOYS BASKETBALL							
ASSIS. VARSITY GIRLS BASKETBALL							
ASSIS. VARSITY TRACK							
STRENGTH COACH							
ASSIS. BAND DIRECTOR							
DOLLAR AMOUNT	$2,330	$2,535	$2,739	$2,944	$3,148	$3,352	$3,557
LEVEL 4							
7TH GRADE VOLLEYBALL	4.70%	5.20%	5.70%	6.20%	6.70%	7.20%	7.70%
8TH GRADE VOLLEYBALL							
JUNIOR HIGH BASEBALL							
JUNIOR HIGH SOFTBALL							
JUNIOR HIGH CROSS COUNTRY							
7th GRADE BOYS BASKETBALL							
8th GRADE BOYS BASKETBALL							
7th GRADE GIRLS BASKETBALL							
8th GRADE GIRLS BASKETBALL							
JV(RESERVE) GOLF COACH							
ASSIS. BAND/FLAG CORP							
DOLLAR AMOUNT	$1,921	$2,126	$2,330	$2,535	$2,739	$2,944	$3,148
LEVEL 5							
ASSIS. JR. HIGH BOYS BASKETBALL	2.50%	3.00%	3.50%	4.00%	4.50%	5.00%	5.50%
ASSIS. JR. HIGH GIRLS BASKETBALL							
ASSIS. TRACK COACH							
DOLLAR AMOUNT	$1,022	$1,226	$1,431	$1,635	$1,840	$2,044	$2,249

Band and Choir Supplementals

Consolidated Band Supplemental Positions Budget $15,000 anually. Because of the complexity and wide range of instructional needs with the instrumental music program from year to year, the Band Director will have the flexibility to allocate these funds for various supplemental positions. The band supplemantals positions include, but are not limited to, Assistant Band Director and various instructors for Woodwind, Color Guard, Percussion for marching band season, Percussion during school hours, etc. Each position recommended to be filled will be board approved, listing name, position and compensation amount. Choir Piano Accompanist $20 an hour up to $6,800 annually.

ADDENDUM D – APPLICATION FOR APPROVAL OF COLLEGE TUITION REIMBURSEMENT

NEWTON LOCAL SCHOOL DISTRICT

I am requesting reimbursement for the following course(s) for hours that lead to an advanced degree or credit for individual improvement in the field of education. Course work must have been successfully completed between September 1 of the previous school year and August 31 of the current school year. I understand that I must complete this form and attach official transcript(s) for approval to the Superintendent prior to September 30. Approved reimbursements will be made in October. For details, see Page 26, Article 8, Tuition Reimbursement, in the Newton Teachers Association Negotiated Agreement. **Submit <u>in the Fall</u> after courses from the previous school year have been completed.**

COURSE NAME & NUMBER	SEMESTER/QTR HRS	TERM/YR
_____	_____	_____
_____	_____	_____

TOTAL SEMESTER/QUARTER HOURS (Maximum 4 semester or 6 quarter hours)	TOTAL REIMBURSEMENT (Maximum $600.00)

SEMESTER HOURS _____ X $150.00/HR. = $_____

QUARTER HOURS _____ X $100.00/HR. = $_____

_____ _____
CERTIFIED STAFF MEMBER SIGNATURE DATE REQUESTED

_____ _____
LPDC CHAIRPERSON SIGNATURE DATE REQUESTED

_____ _____
SUPERINTENDENT SIGNATURE DATE REQUESTED

c: Personnel File

Your Summary of Benefits

Anthem.

Educational Purchasing Council - Newton
Blue Access® (PPO)
Effective January 1, 2021

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	**$100/$300**	**$200/$400**
Out-of-Pocket Limit (Single/Family)	**$1,000/$2,000**	**$2,000/$4,000**
Physician Home and Office Services (PCP/SCP) **Primary Care Physician (PCP)/** **Specialty Care Physician (SCP)** **Including Office Surgeries and allergy serum:**	**$15/$15**	**30%**
○ allergy injections (PCP and SCP)	**$5**	**30%**
○ allergy testing	**10%**	**30%**
○ routine and non-routine mammograms (regardless of outpatient setting)	**No copayment/coinsurance**	**30%**
○ diabetic education (regardless of outpatient setting)	**$15**	**30%**
○ certain medical nutritional therapy (regardless of outpatient setting)	**$15**	**Not covered**
○ MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds	**10%**	**30%**
Preventive Care Services **Services include but are not limited to:** **Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations[1], Annual diabetic eye exam, Routine Vision and Hearing screenings**		
○ Physician Home and Office Visits (PCP/SCP)	**No copayment/coinsurance**	**30%**
○ Other Outpatient Services @ Hospital/Alternative Care Facility	**No copayment/coinsurance**	**30%**
Emergency and Urgent Care		
Emergency Room Services	**$75**	**$75**
○ **facility/other covered services** (copayment waived if admitted)		
Urgent Care Center Services	**$35**	**$35**
Inpatient and Outpatient Professional Services **Include but are not limited to:**	**10%**	**30%**
○ Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams		
Blue 3.0		

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
An Independent Licensee of the Blue Cross and Blue Shield Association.
®Registered marks Blue Cross and Blue Shield Association

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: • 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 180 days for skilled nursing facility	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	10%	30%
Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services • Home Care Services 90 visits (excludes IV Therapy) • Durable Medical Equipment, Orthotics and Prosthetics • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	10% 10% No copayment/coinsurance	30% 10% No copayment/coinsurance
Outpatient Therapy Services (Combined Network & Non-Network limits) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility **Limits apply to:** • Physical/Occupational Therapy: 60 visits • Manipulation Therapy: 12 visits • Speech therapy: 20 visits	 $15/$15 10%	 30% 30%
Behavioral Health: **Mental Illness and Substance Abuse[2]** • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 10% 10% $15/$15 10%	 30%
Human Organ and Tissue Transplants[3] • Acquisition and transplant procedures, harvest and storage.	No copayment/coinsurance	50%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Prescription Drugs: **Administered by CVS/Caremark**	**See Your Prescription Benefit Plan Summary**	**See Your Prescription Benefit Plan Summary**
Lifetime Maximum	**Unlimited**	**Unlimited**

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
2 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health parity.
3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

Precertification:
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Here's an overview of your CVS Caremark benefits.

Newton Local Schools PPO - 1/1/2021

If you have any questions about your prescription plan or costs, call us at 1-888-202-1654. We can help any time after your plan starts. For TDD assistance, please call 1-800-863-5488.

	Short-Term Medicines CVS Caremark Retail Pharmacy Network (Up to a 30-day supply)	Long-Term Medicines CVS Caremark Mail Service (up to a 90-day supply) or CVS Pharmacy locations (up to a 90-day supply)
Generic Medicines Always ask your doctor if there's a generic option available. It could save you money.	**$10** for a generic medicine	**$20** for a generic medicine
Preferred Brand-Name Medicines If a generic is not available or appropriate, ask your doctor to prescribe from your plan's preferred drug list.	$20 for a preferred brand-name medicine	$40 for a preferred brand-name medicine
Non-Preferred Brand-Name Medicines Drugs that aren't on your plan's preferred list will cost more.	$30 for a non-preferred brand-name medicine	$60 for a non-preferred brand-name medicine
Specialty Medications	**30% coinsurance OR $0 copay with PrudentRx** *Specialty medications are required to be filled through CVS Specialty Mail Order Pharmacy or at a retail CVS/pharmacy. Please contact Customer Care toll-free at 1-888-202-1654 for questions or to get started today.	
Maximum Out-of-Pocket	**$3,000 per individual / $6,000 per family**	
Prior Authorization	**Certain medications may require prior authorization. Please contact Customer Care toll-free at 1-888-202-1654 or visit www.caremark.com for verification of prior authorization requirements.**	

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.
Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654.
Your privacy is important to us. Our employees are trained regarding the appropriate way to handle private health information.

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Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

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106-46657A 082718

PrudentRx Copay Program for Specialty Medications

Get Specialty Medications at No Cost to You

If you're taking specialty medications for a chronic or complex situation (like multiple sclerosis, rheumatoid arthritis or cancer), you know how costly they can be – and that the cost continues to rise. Because we want to make sure you can get the medications you need at an affordable cost, we're pleased to offer a new program that reduces your out-of-pocket cost for specialty medications to $0.

Pay $0 with The Prudent Rx Copay Program

We're working with PrudentRx to offer The PrudentRx Copay Program as part of your prescription benefit plan. To participate, all you need to do is enroll. You'll pay $0 for any medications on the Specialty Drug List for as long as you're enrolled.

PrudentRx works with manufacturers to get copay card assistance for your medication. Once you get started, they'll manage enrollment and renewals on your behalf. But even if there's no copay card program available for your medication, your cost will be $0 for as long as you are enrolled in the program.

Getting started is easy

If you take a specialty medication on the Specialty Drug List, call PrudentRx at 1-800-578-4403, Monday through Friday, from 8 a.m. to 8 p.m. EST to enroll – it only takes about 10 minutes. If they don't hear from you, a PrudentRx Advocate may give you a call. If you don't currently take a specialty medication, but your doctor prescribes one, you can enroll at any time. Participation is voluntary, but you will pay more for your specialty medications if you choose not to enroll in the program.

If you are taking a specialty medication, watch your mailbox for more information on The PrudentRx Copay Program and changes to your plan. If you have any questions, you can call PrudentRx at the number above.

Notice of Nondiscrimination

Federal civil rights laws prohibit certain health programs and activities from discriminating on the basis of race, color, national origin, age, disability, or sex. The laws apply to health programs and activities that receive funding from the Federal government, are administered by a Federal agency or are offered on a public Health Insurance Marketplace. Health plans that are subject to the laws include Medicare Part D plans, Medicaid plans, health plans offered by issuers on Health Insurance Marketplaces, and certain employee health benefit plans. If you have questions about whether these Federal civil rights laws apply to your plan, please contact your health plan at the number in your benefit plan materials.

If your health plan is subject to these Federal civil rights laws, it complies with the laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex and does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Your health plan:

- Provides appropriate aids and services, free of charge, when necessary to ensure that people with disabilities have an equal opportunity to communicate effectively with us, such as:
  - Auxiliary aids and services
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)

- Provides language assistance services, free of charge, when necessary to provide meaningful access to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call Customer Care at the phone number on your benefit ID card.

If you believe these services have not been appropriately provided to you or you have been discriminated against on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by mail, fax, or email with your health plan's Civil Rights Coordinator.

You may also contact Customer Care and we will direct your grievance to your health plan's Civil Rights Coordinator:

Nondiscrimination Grievance Coordinator
PO BOX 6590, Lee's Summit, MO 64064-6590
Phone: 1-866-526-4075
TTY: 1-800-863-5488
Fax: 1-855-245-2135
Email: nondiscrimination@cvscaremark.com

If you need additional help filing a grievance, your health plan's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1-800-368-1019, 1-800-537-7697 (TDD)

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

ADDENDUM F – GRIEVANCE FORM
NEWTON LOCAL SCHOOL DISTRICT

GRIEVANCE FORM
GRIEVANCE #_____

Distribution of Form

1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

Submit to Supervisor/Principal in Duplicate

Building Assignment Name of Grievant Date Filed

_____

Date of Informal Meeting: _____

STEP 2

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance and Specific Article Misinterpreted, Misapplied, or Violated

_____

_____

_____

Relief Sought: _____

_____

_____ _____
Signature Date

C. Disposition of Supervisor/Principal: _____

_____

_____ _____
Signature of Principal/Supervisor Date

D. Disposition of Grievant and/or Association: _____

_____

_____ _____
Signature Date

If additional space is needed in reporting any section, attach an additional sheet.

STEP 3

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

_____

_____

_____ _____
Signature Date

C. Position of Grievant and/or Association: _____

_____

_____

_____ _____
Signature Date

STEP 4 – Advisory Arbitration

A. Date received by Board of Education or Designee: _____

B. Disposition of Board of Education or Designee: _____

_____

_____ _____
Signature Date

NOTE: All provisions of the Agreement WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

ADDENDUM G – FAIR SHARE FEE

In the event it becomes lawful for the Board and the Association to agree in the Collective Bargaining Agreement to require new employees employed after January 16, 2004 who do not become members in good standing of the Association, and all members of the Association as of January 16, 2004 who terminate their membership in the Association, to pay to the Association what is commonly known as a Fair Share Fee will be required to pay such a fee in accordance with such terms and conditions as the parties may negotiate.