Thu, 07/24/2025 09:38:30 AM SERB

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MASTER CONTRACT

between the

NILES CITY BOARD OF EDUCATION
(Trumbull County)

and the

NILES EDUCATION ASSOCIATION

Effective

September 1, 2025
Through
August 31, 2028

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PREAMBLE

A. It is recognized that the best interest of public education in the City of Niles is the promotion of harmonious relationships between the Niles City Schools and the members of the Bargaining Unit. It is the intent of the parties of this Contract that the procedures set forth herein shall serve as a means for peaceful settlement of all disputes that may arise between them. This is the Contract covering all matters pertaining to wages, hours, terms, and conditions of employment to be observed by those affected.

B. Unless the Board agrees otherwise in this Contract, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the Board to:

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

(2) Direct, supervise, evaluate, or hire employees;

(3) Maintain and improve the efficiency and effectiveness of Board operations;

(4) Determine the overall methods, process, means, or personnel by which Board operations are to be conducted;

(5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

(6) Determine the adequacy of the work force;

(7) Determine the overall mission of the Board as a unit of government;

(8) Effectively manage the work force;

(9) Take actions to carry out the mission of the Board as a governmental unit.

The Board is not required to bargain on subjects reserved to the management and direction of the District except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Contract. An employee or the NEA may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE I - RECOGNITION

1.01 Statement of Recognition

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

1.02 Definition of Bargaining Unit

1.021 Inclusions

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

1.022 Exclusions

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

1.03 Definitions

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

A. Employee: Any employee in the bargaining unit defined in Section 1.02 of this Agreement.

B. Day: A calendar day.

C. Workday: A day on which an employee is scheduled to report for work during the regular school year; during the Summer recess, any Monday through Friday when the central administration office is open for regular business, excluding recognized holidays.

D. Immediate Supervisor: The Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by the NEA.

E. Superintendent: The Superintendent of the Niles City School District or his/her designated representative.

F. NEA: The Niles Education Association.

G. Board: The Board of Education of the Niles City School District.

H. District: The Niles City School District.

I. Seniority:

1. Seniority shall be determined by the length of continuous service as an employee beginning with the first day worked. If two (2) or more employees have the same length of continuous service, then seniority will be determined by:

a. The date of the Board meeting at which the employee was hired for the current continuous service, and then by;

b. The length of any previous service as an employee in the District, and then by;

c. Employee's application date.

d. A coin toss, or, if more than two (2) employees are tied, in a drawing of lots, in the presence of the Superintendent and a representative designated by the NEA President. One (1) employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.

2. Application

a. Seniority will be applied as follows: All employees shall be placed on a seniority list within their area or areas of certification.

b. Seniority for part-time employees who render service during the seven (7) hours and twenty-five (25) minute workday shall be determined by totaling the number of hours worked during the school year and dividing such total number of hours by the number of days in the work year.

c. Service rendered beyond the school year or beyond the school day will not be counted toward seniority.

d. An employee who leaves the bargaining unit for any position with the District shall not have his seniority interrupted if he/she is eligible to return and does return to the bargaining

unit within two (2) years. An employee may take advantage of this provision only one (1) time.

e. Length of continuous service will not be interrupted or affected by authorized leaves of absence, a layoff, or disability retirement.

ARTICLE II - NEGOTIATIONS PROCEDURE

2.01 Initiation of Negotiations

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

Written proposals will be exchanged at the first meeting. Upon receipt of these proposals, neither party shall be permitted to submit additional proposals unless mutually agreed otherwise.

2.02 Negotiating Teams

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

2.03 Meetings

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

2.031 Good Faith Negotiations

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

2.032 Exchange of Information

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

2.033 Caucus

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

2.034 Consultants

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

2.04 Agreement

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

2.05 Disagreement

If agreement is not reached within forty-five (45) days after the first negotiation meeting, the teams shall report back to their respective party for further advice and input. Neither party would be required to meet further, but, thirty (30) days prior to contract expiration, either party may request Federal Mediation, and the other side shall join in resumed discussions. Unless final agreement is reached, mediation conducted under the auspices of the Federal Mediation and Conciliation Service (FMCS) shall continue until the expiration of the Agreement and, if the parties mutually agree, may continue thereafter. It is agreed that the procedures set forth in this section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.14.

2.06 In-term Bargaining

If, during the term of the Contract, in-term bargaining is required under ORC Section 4117.08, the parties shall meet and bargain. If the parties are unable to reach agreement during such in-term bargaining within fifteen (15) days of the first bargaining session, either party may submit the issue to expedited total package final offer binding arbitration in accordance with the procedures stated in Section 3.052 Step IV of this Contract. If neither party invokes binding arbitration, the status quo shall be maintained and will not be subject to change during the

remainder of the term of the Contract nor the subject of future bargaining during the term of the Contract.

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

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

2.07 Labor Management Committee

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

ARTICLE III - GRIEVANCE PROCEDURE

3.01 Purpose

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

3.02 Definitions

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

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

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

3.03 No Reprisals

If an employee files a grievance, such fact cannot be used against that employee in any recommendation for reemployment or for any other employment; nor shall the employee or the NEA be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure. Grievance records are to be kept separate from permanent file records.

3.04 General Provisions

3.041 Time Limits

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

3.042 Waiver of Right to File

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

3.043 Right to Advance

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

3.044 Notices and Decisions

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

3.045 Processing Grievances During the Summer

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

3.046 Exclusivity

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

3.047 NEA Responsibility

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

3.048 Forms

a. Forms for the processing of grievances will be found at Appendix A of this contract and will be available from the NEA.

b. The cost of forms, relative to this article, shall be borne by the Board.

3.049 Attendance at Grievance Meetings

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

3.0410 Initial Filing

If the grievance involves more than one (1) work location or a group or class of employees and the immediate supervisor is without authority to grant the relief sought; or arises from the action or inaction of an administrator above the level of the immediate supervisor, it may be filed initially with the Superintendent at Step II of the grievance procedure and the informal discussion may be waived.

3.05 Grievance Procedure

3.051 Informal

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

3.052 Formal

Step I - Immediate Supervisor

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

Step II - Superintendent

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

Step III - Binding Arbitration

a. If the NEA is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the above stated time limits, the NEA may submit the matter to arbitration by giving to the Superintendent written notice of its intent to do so within fifteen (15) workdays following the receipt of or deadline for the receipt of the Superintendent's disposition of the grievance. The request for arbitration shall be submitted no earlier than three (3) workdays of the notice of intent cited above and shall be submitted to the American Arbitration Association (AAA) under the Voluntary Labor Arbitration Rules of AAA, which rules shall govern the selection of an arbitrator and the conduct of the arbitration proceedings.

b. The arbitrator's decision will be in writing, and will set forth his/her findings of facts, reasonings, and conclusions on the issue(s) submitted to him/her.

c. The decision of the arbitrator will be restricted to whether there is a violation, misinterpretation, or misapplication of this Contract and

he/she shall specify the remedy, if any, in accordance with the terms of this Contract.

d. The decision of the arbitrator, on any issue properly before him/her, shall be binding upon the Administration, the Board, the NEA, and all employees concerned.

e. The arbitrator shall have jurisdiction and authority only to interpret and apply the provisions of this Contract. He/she shall not have jurisdiction or authority to add to, or to detract from or alter, any provisions of this Contract, nor shall he/she have authority to make any decisions which are prohibited by, or are in conflict with any existing laws.

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

ARTICLE IV - NEA RIGHTS AND PRIVILEGES

4.01 No Reprisals

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

4.02 Board Meetings and Public Records

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

4.03 NEA Activities During Lunch

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

4.04 OEA Delegate Assembly

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

attend the Spring Ohio Representative Assembly of the Ohio Education Association.

4.05 Use of School Buildings

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

4.06 Bulletin Boards

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

4.07 Inter-School Mail

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

4.08 Information

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

4.09 NEA Leave

When it is necessary for an official representative of the NEA to engage in NEA activities directly relating to the NEA's duties as representative of the employees during the school day, they may be given such free time, without loss of pay, as is necessary to perform any such activities. The total number of workdays per contract year shall be six (6). The NEA and its officers recognize and agree that this privilege should not be abused. Additional workdays, if requested, may be approved by the Superintendent. The NEA President shall be assigned a duty-free period of not less than forty-five (45) consecutive minutes each workday for the purpose of conducting NEA business. If the NEA President is unable to be assigned an additional planning period (i.e., K-5 teacher), the President shall be remunerated at a rate of fifty dollars ($50) per day.

4.10 NEA Dues Deduction

4.101 Authorization

It shall be the duty of the NEA to present the Board Treasurer with written authorization for dues from its members, and the Board Treasurer will deduct the amount in equal deductions twice a month. Deductions shall continue automatically, unless withdrawn. Withdrawal of authorization for

NEA dues must be in writing to the NEA and the Board between August 15th and September 15th. If the deduction is not withdrawn, the NEA shall give, in writing, to the Board Treasurer and the employee, no later than September 30th, the amount to be deducted that school year.

4.102 Transmission of Dues

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

4.103 Restrictions

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

4.104 Other Deduction

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

4.105 Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon written notification from the NEA that a member has terminated membership, refrain from further deduction of dues on the next pay date a dues deduction is scheduled.

4.106 Indemnification of Board

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

a. The Board shall give a ten day (10) written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;

b. The NEA shall reserve the right to designate counsel to represent and defend the Board; and

c. The Board agrees to:

1) give full and complete cooperation and assistance to the NEA and its counsel at all levels of the proceeding;

2) permit the NEA or its affiliates to intervene as a party if it so desires; and/or

3) to not oppose the NEA or its affiliate's application to file briefs Amicus Curiae.

4.11 Personal and Academic Freedom

4.111 Private Life

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

4.112 Rights of Citizenship

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

4.113 Censorship

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

4.114 Restrictions

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

4.12 Tuition Waiver

4.121 Entitlement

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

4.122 Restrictions

a. the transportation for such child and supervision before and after school shall be the responsibility of the parent; and

b. enrollment shall be upon the approval of the Superintendent, which shall not be unreasonably withheld.

4.13 Exclusivity

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

4.14 Use of Equipment

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

4.15 Bargaining Unit Rosters

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

4.16 Board Policy/Rules

Board policies, rules, regulations and procedures and any subsequent amendments as they occur are located on the District's website via the online platform.

4.17 School Calendar

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

4.18 Niles Teacher Professional Organizations - TPO

a. The State Teachers Retirement System (STRS) has long allowed teachers, who serve in paid roles within the Association, to include the compensation in the calculation of his/her STRS retirement benefit. The TPO serves as a benefit to those receiving Association compensation by boosting his/her final average salary calculation, but this benefit can also cost the local association additional money. The Niles Board of Education requires complete reimbursement of the payroll costs associated with this compensation including, but not limited to, the employer portion of the STRS contribution, Medicare tax, and workers' compensation insurance. This language only applies to bargaining unit members who participate in STRS.

b. Annual stipend payment

Consistent with Ohio Administrative Code (OAC) 3307-6-01, the NEA will pay compensation to the following Teacher Professional Organization (TPO) positions:

- Association President: twenty-five percent (25%) of the local dues
- Association Vice President: twelve percent (12%) of the local dues
- Association Secretary: seven percent (7%) of the local dues
- Association Treasurer: seven percent (7%) of the local dues
- Grievance Chair: five percent (5%) of the local dues

Upon written request of the NEA, the following NEA officers shall be assigned to the NEA to conduct NEA business. These employees shall be paid an annual stipend by the Board in the amount listed below. One half (½) of this stipend shall be paid to the employees by December 15th and one half (½) shall be paid to the employees by May 15th. The total cost of the STRS contributions will be deducted from the stipend amount and the NEA shall reimburse the Board for the cost of the stipends two (2) weeks prior to the pay date. Payment, by the Board, will be made on a bi-annual basis. The compensation shall be considered annual salary for service to the TPO and shall be in addition to the teacher's regular contract salary and any supplemental and/or extended contract salary he/she is entitled to under this Contact.

The service year for the calculation of the TPO salary shall be defined as September 1st to August 31st. The TPO shall certify the name of each person and the amount of the annual salary to the Board Treasurer no later than October 15th of each year. Each certification shall be considered an Addendum to this Contract and shall be subject to all of the provisions of this Agreement.

Such compensation shall not exceed the maximum allowed by OAC 3307-6-01. Any amount of compensation deemed to be in excess of the allowable amount shall be considered non-STRS compensation, subject to all applicable payroll taxes, minus the STRS contribution. The Association shall fully reimburse the Board for the total amount of the stipends. The Board shall be responsible for the employer STRS contribution and other related payroll taxes and costs.

Upon ratification of this Contract, the Board shall submit a copy of this Contract to the State Teachers Retirement System (STRS) for their review and approval. In the event this language does not comply with STRS requirements, the Association shall have the right to either:

- amend this language to comply with STRS requirements through a Memorandum of Agreement/Memorandum of Understanding, or
- terminate the TPO arrangement with the Board of Education

The decision of the Association shall be transmitted, in writing, to the Board Treasurer.

ARTICLE V - LEAVES

5.01 Restrictions (All Leaves)

5.011 Half Day or Full Day Increments

All requests for leaves as stipulated in this article shall be for a full-day, with the exception of sick leave and one (1) personal day that may be used in half-day increments.

5.012 Part-Time Service

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

5.013 Conversion

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

5.014 Return from Leave

The employee on leave of absence without pay will be returned to the same position held at the time said leave commenced if the employee returns from such leave within one year of the date the leave commenced.

Thereafter, and in cases where said position does not exist, the employee shall be made aware of all existing vacancies in the District at the time and shall then be placed according to Sections 6.021 of this Contract.

5.015 Early Return from Leave

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

5.016 Reporting Off Duty; Returning to Duty

A. In case it is necessary for an employee to be absent from duty, the employee shall provide notice thereof to a central District-wide electronic call off system (Frontline or similar program) dedicated for that purpose as soon as the necessity for such absence has been determined but not later than 6:15 a.m. for all staff on the date of the absence.

5.02 Sick Leave

5.021 Entitlement

Employees shall be granted one and one-quarter (1-¼) days' sick leave per month to a maximum yearly accumulation of fifteen (15) days.

5.022 Conversion

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

5.023 Accumulation

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

5.024 Reasons

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

a. Personal Illness or Injury;

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

For illness or injury, the immediate family is construed to mean a family member of the employee residing in the home of said employee and shall also include the employee's spouse/partner, the employee's or spouse's/partner's parents, grandparents, grandchildren, brother(s), sister(s), son(s), or daughter(s) if not residing with the employee, and any other person for whom the employee or spouse has primary legal responsibility. Up to five (5) days' sick leave shall be granted for death in the immediate family, which shall include, in addition to the above, son-in-law, daughter-in-law, grandchildren, aunts, uncles, nieces, and nephews. When appropriate, additional days may be granted by the Superintendent.

c. Pregnancy;

An employee shall be permitted to use accumulated unused sick leave days for absences due to pregnancy up to thirty (30) days. An employee may use additional sick leave provided a physician submits a medical excuse certifying the employee's inability to work due to pregnancy.

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

5.025 Certificate

Each employee shall provide to the Superintendent in a central District-wide electronic call of system (Frontline or similar program), stating the reason for use of sick leave. Falsification of sick leave shall be grounds for disciplinary action, including dismissal. If medical attention is required, or an illness extends over a period of five (5) workdays, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave.

5.03 Emergency Leave

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

a. The observance of religious holidays where total abstinence from work is required by the employee's faith.

b. Attendance at graduation exercises for the employee, his/her spouse, or child.

c. Weather conditions which render it impossible, despite the exercise of all reasonable effort and precautions, to report to work.

d. Conducting business that cannot be done on Saturday.

e. Accompanying a member of the immediate family to a terminal upon departing for active service, or meeting a member of the immediate family returning from such active service.

f. Other situations approved by the Superintendent. In filling out "Request for Emergency Leave," employees shall provide enough details to permit the request to be properly evaluated. A requested leave for Reason “d” shall be presented to the Superintendent at least one (1) week prior to the date of the requested leave.

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

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

5.04 Personal Leave

5.041 Entitlement

Four (4) days of Personal leave shall be granted to all employees, without loss of pay, each school year on a non-cumulative basis. Said leave shall be granted only upon three (3) days’ notice in advance. Leave shall not be granted (1) the first week of school; (2) said leave is not to be used the last ten (10) work days of the student school year unless approved by the Superintendent; and said leave shall not be granted the day before or the day after any Emergency Leave Day, Sick Leave Day, nor the first day or last day of school, or convocation day, provided that a Personal Leave Day scheduled previously shall not be charged to the employee if the employee subsequently must use sick leave on that day. On those days when statewide testing and/or local testing is being conducted (i.e., ITBS) employees performing such work are encouraged not to use personal

leave. The number of employees taking Personal Leave, on any one (1) school day within each building, shall conform to the following schedule:

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

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

5.042 Unused Personal Leave

Personal leave days not utilized will be reimbursed during the month of July of each school year at the rate of one hundred fifty dollars ($150) per day not used.

5.043 Request Forms

Requests for Personal Leave shall be made through the District-wide electronic call off system (Frontline or similar program). Upon receiving the online request, the Building Principal makes a determination whether to grant or deny the request. If granted, the request moves to the Superintendent for his/her decision. Decisions regarding approval of personal leave shall be based upon the provisions of this section.

5.05 Personal Leave without Pay

After an employee has exhausted his/her Personal Leave, an employee may make a written request to the Superintendent to approve leave without pay. Leave will only be granted for special circumstances (i.e., working the polls on Election Day or an unavoidable personal matter that conflicts with regularly scheduled work hours). Approval of said leave without pay is at the discretion of the Superintendent.

5.06 Unpaid Leave of Absence

5.061 Entitlement

Employees desiring an unpaid leave of absence shall submit a letter, requesting said leave, to the Superintendent, indicating the effective date, reason for leave, and duration of unpaid leave, at least sixty (60) days prior to the effective date. The Superintendent may waive the requirement of the sixty (60) days prior notice of the request. Such leave shall be granted in accordance with section 3319.13 of the Ohio Revised Code.

5.062 Duration

The duration of unpaid leaves of absence will not be granted beyond that school year and/or the succeeding school year, depending upon the employee's request in accordance with section 3319.13 of the Revised Code. Employees are encouraged to return from an unpaid leave of absence only at the beginning of each new school year, or at the change of grading periods and/or semesters. The intent of this provision is to assure that students shall have continuity in the classroom program.

5.063 Reinstatement

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

5.064 Restrictions

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

5.065 It is understood that no employee shall have a right to such unpaid leave for sporadic or short-term absences, including dock days, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may or may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long-term unpaid leave and based upon legitimate medical reasons.

5.07 Parental Leave

5.071 Eligibility

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

5.072 Application

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

5.073 Reinstatement

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

5.074 Salary Credit/Seniority

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

b. Upon return from such leave, the teacher will not lose any seniority he/she had prior to the leave of absence but will not accumulate additional seniority during the period of unpaid leave.

5.08 Jury Duty

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

5.09 Absence for Temporary Military Service

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

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

5.10 Assault Leave

a. The Board shall grant a paid assault leave not to exceed fifteen (15) workdays per assault, renewable up to another fifteen (15) workdays at the request of the attending physician per assault, in lieu of paid sick leave, for bargaining unit employees who are disabled due to a physical disability resulting from an assault which occurs in the course of Board employment or which occurs while carrying out an approved school-related assignment. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any worker's compensation awarded for temporary disability due to said assault injury for the period for which such salary is paid. If a bargaining unit member is assaulted during the school day, the member shall be granted leave the rest of that school day to deal with any physical stress related to said assault without obtaining any medical verification as long as the bargaining unit member returns to work the following day. If the need for leave extends beyond that school day, the bargaining unit member is afforded seventy-two (72) hours from the time of the incident to provide the District with medical documentation justifying the need for leave.

   In order to be eligible for a leave, the employee shall be required to submit a physician's verification that a disabling condition exists due to the assault. The employee shall provide the Board a statement that indicates the nature of the injury, the date of its occurrence, and if known, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the names of the witnesses.

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

5.11 Miscellaneous

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

5.12 Sick Leave Bank

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

a. The Bank will operate on a strictly voluntary basis.

b. Any bargaining unit member with a bank of unused sick days may elect to transfer any portion of accumulated days of sick leave to a specific member of NEA.

5.122 Procedure

Each bargaining unit member who wishes to participate may donate unlimited sick days per year. No initial donation of days is required. The SLB is established to process requests and accommodate transfer of days.

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

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

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

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

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

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

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

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

h. NEA will provide the Treasurer with an updated copy of the procedures, rules, and regulations of the SLB, along with amendments, prior to their implementation;

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

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

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

l. Should extreme/extenuating circum-stances exist, the SLB may consider requests beyond the thirty (30) day limit on a case by case basis, with no guarantee of request being granted.

m. Decisions made by the Committee are final and are not subject to the grievance procedure or challenged otherwise.

5.123 Committee

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

5.13 Family and Medical Leave Act

An employee shall be entitled to the applicable provisions of the "Family and Medical Leave Act of 1993" (FMLA). If the employee is eligible for FMLA leave that qualifies for use of sick leave per this Agreement, sick leave and FMLA leave shall run concurrently.

5.14 Professional Leave

Upon the employee requesting Professional Leave via the District's online report off system, the Superintendent may grant said leave with pay to an employee to attend meetings, conferences, or other activities related to the employee's assignments.

5.15 Bereavement Leave

An employee shall be granted, upon request, up to three (3) days of bereavement leave per contract year, without loss of pay, for death in the employee's immediate family in accordance with the definition of family in section 5.024. This leave shall not be charged against sick leave.

ARTICLE VI - EMPLOYMENT PROCEDURES

6.01 Employee Assignment

6.011 Newly Hired Employees

A. During the interview process, department heads and/or building level teachers will be included if they are available.

B. The Superintendent shall assign all newly appointed employees to their specific positions for which they are certified. The Superintendent will give notice of assignment to new employees as soon as is practicable.

6.012 Assignment

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

a. Not later than Friday prior to the last week of school, employees shall receive written notice of assignment to include building location and/or grade level or subject area, if applicable.

b. No later than July 10th, secondary employees will receive a specific written assignment, listing specific courses.

c. At least seven (7) days prior to the first teacher workday of the school year, teachers shall receive notification of the approximate number of students enrolled in the class(es), and a tentative class roster, if practicable.

d. Except for unforeseen circumstances, an employee who is subject to reassignment will receive notice of reassignment not later than July 10th.

6.013 Temporary Assignment

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

6.02 Transfers

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

6.021 Voluntary Transfers

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

6.022 Involuntary Transfers

a. Definition

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

1. enrollment decreases;

2. closing positions, school buildings, etc.;

3. the filling of a vacancy for which a voluntary transfer request has not been received; and/or,

4. emergency situations to be considered immediately.

b. Non-Declinable

Employees may not refuse an involuntary transfer.

c. Procedures

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

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

2. Employees subject to administrative-initiated transfer shall be offered a choice of available assignments as determined by the Superintendent, for which they may qualify at the time the assignment is made.

3. A copy of the written notice of the transfers shall be given to the NEA.

6.03 Vacancies

6.031 Definition of Vacancy:

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

temporary vacancy becomes a permanent vacancy, the vacancy shall be posted and filled in accordance with Sections 6.02 and 6.03 of this Contract.

Employees may be reassigned within a building for the purpose of accommodating enrollment fluctuations within that building or other concerns related to effective instruction or efficient operations before a vacancy is declared.

The filling of any vacant position should be determined by the Superintendent. The Superintendent shall consider seniority when making assignments along with OTES summative evaluation ratings.

6.032 Posting of Vacancies

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

Vacancies shall be posted in accordance with the following:

A. Vacancies occurring between the end of the school year and August 5th shall be posted in accordance with the following provisions:

1. The Superintendent will prepare lists of vacancies to be posted and filled. Such posting shall occur within five (5) workdays of the date the vacancy is known.

2. Applications for vacancies shall be submitted to the Superintendent within five (5) workdays of the date which appears on the posting. A copy of all postings will be given to the NEA President. Employees shall be notified of any openings via their work email and posted on the district's website.

3. Each notice of vacancy shall clearly set forth the title of the position, qualifications for the position, grade level (if known), duties, salary, procedure for application, the deadline for submitting the application, and the person to whom the application is to be submitted. The notice is subject to change as the needs of the school system change, but any change shall result in the reposting of the position(s) unless otherwise mutually agreed upon by the Superintendent and NEA President.

4. All vacancies and assignments are subject to change in accordance with the provisions of this Agreement.

5. The position shall be filled no later than ten (10) workdays after the posting period. This shall apply when the position is being filled by an employee.

B. Existing position(s) that become vacant after the August Board Meeting shall be awarded to the most senior bargaining unit member who is on the recall list, provided he/she possesses the proper certification/licensure, if comparable evaluations. Evaluation ratings shall be the determining factor governing the selection of the recalled employee. They shall remain in the position for the school year, or whatever portion of the year is remaining.

1. Any bargaining unit member on the recall list who possesses the proper certification/licensure for the vacancy and who is offered a position after the start of the school year and declines a full-time position will lose his/her recall rights.

2. The Board may, absent a properly certified/licensed individual on the recall list, or if there is a properly certified/licensed individual on the recall list who declines the position after the start of the school year, hire a new employee or a substitute to fill the vacancy for the school year, or whatever portion of the year remains.

C. Vacancies that are filled under the provisions of Section 6.032 B of the Agreement shall be posted for the ensuing school year no later than April 15th of each school year unless extenuating circumstances arise in which the posting will be made as soon as practicable. The posting(s) shall adhere to the provisions set forth in Section 6.032 A. 2. through A. 5. of the Agreement.

D. For all newly created positions while schools are in session the following shall apply:

1. The Superintendent will prepare lists of vacancies to be posted and filled in all schools as such vacancies occur. Such posting shall occur within five (5) workdays of the date the vacancy is known.

2. While schools are in session, all vacancies shall be posted in all buildings for a period of five (5) workdays.

3. When schools are in session, applications for vacancies shall be submitted to the Superintendent within five (5) workdays of the date which appears on the posting. Sufficient copies of the postings shall be made available to all NEA building representatives. During the Summer months, when schools are not in session, employees shall be notified of any openings via their work email and posted on the District's website.

4. Each notice of vacancy shall clearly set forth the title of the position, qualifications for the position, grade level (if known), duties, salary, procedure for application, the deadline for submitting the application, and the person to whom the application is to be submitted. The notice is subject to change as the needs of the school system change, but any change shall result in the reposting of the position(s).

5. All vacancies and assignments are subject to change in accordance with the provisions of this Agreement.

6. The position shall be filled no later than ten (10) workdays after the posting period. This shall apply when the position is being filled by an employee.

6.04 Work Year

6.041 Duration

The school year will include two (2) days for parent teacher conferences and at least two (2) days for professional development.

Calamity Days

The District will allow five (5) calamity days and three (3) online instruction days, (e.g. Blizzard Bags). Beginning with calamity day nine (9), days will be made up upon the first available non-scheduled school day, as mutually agreed upon by the parties.

Inclement Weather Leave

If an announcement is made that there is a delay or cancellation of school, no member of the bargaining unit shall be required to report, and no deductions will be made.

6.042 Obligation of Employees

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

6.043 End of Grading Period Professional Development Day

The Board will provide at least two (2) hours of uninterrupted time for employees' record-keeping at the end of each nine 9-week grading period.

6.05 Teacher Work Day/Year

All employees may be assigned appropriate starting and dismissal times providing that their work day shall be no longer than seven (7) hours and twenty-five (25) minutes or exceed one hundred seventy five (175) days worked in a year. Employees shall be guaranteed a minimum of thirty (30) minute duty-free lunch period, as guaranteed to them under section 3319.072.

6.06 Meetings

6.061 Conferences

Employees are encouraged to be available, as needed, beyond the above established work day for meetings with either students, parents, or other school personnel. Employees shall be available for conferences with the Administrative Staff and/or parent, either before or after normal school hours, or during their planning period when given twenty-four (24) hours' notice, except in cases of an emergency. Teacher must be given these options and have to choose one (1) of them.

6.062 Staff Meetings

Employees will not be expected to remain longer than one (1) hour beyond the normal scheduled departure time to attend scheduled staff meetings with Administrative personnel. These staff meetings shall be limited to eight (8) per year. Teachers in each building may elect to hold such a staff meeting before the normal scheduled reporting time for that school.

6.07 Planning Time

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

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

6.071 High School

High School - five (5) instructional periods, not less than one (1) per day.

6.072 Middle School

Middle School - five (5) instructional periods, not less than one (1) per day.

6.073 Intermediate School

Each intermediate employee shall be assigned not less than one (1) duty-free planning period of not less than forty-five (45) consecutive minutes during the instructional day each day.

6.074 Primary School

Each primary employee shall be assigned no less than one (1) duty-free planning period of not less than forty-five (45) consecutive minutes during the teacher work day each day.

6.08 Education Service Personnel

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

6.09 Personnel Files

6.091 Personnel File Inspection and Rebuttal Material

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

6.092 Restrictions

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

6.093 Expunging Material from File

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

6.094 Employee Knowledge of Items

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

6.10 Class Size

Class size is recognized as being an important factor in providing quality education. The Board understands the NEA's interest in attaining a class size of twenty-four (24) pupils to one (1) classroom employee in grades K-3 and a class size of twenty-five (25) pupils to one (1) classroom employee in grades 4-5. In grades 6-12, the Board will recognize an average case load of twenty-six (26) students with a max of twenty-eight (28) per class. It is agreed that the Board and the NEA shall meet to discuss class size in accordance with Section 2.07 (Labor-Management Committee).

6.11 Class Load

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

6.111 Class Distribution

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

Formula for Calculation

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

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

Step 3 – Number calculated is percentage of IEP students in a class. The percent of IEP students in class shall be rounded to the nearest whole number. The "Rounding Rule" of mathematics shall be used at all times. A digit in the tenths column of five (5) or higher shall increase the digit in the ones column by an increment of one (1). For example, six (6) IEP students in a class of twenty-one (21) total students would result in step 2 calculation of .285 multiplied by one hundred (100), resulting in the step 3 calculation of twenty-eight and one-half percent (28.5%), which would then be rounded up to twenty-nine percent (29%).

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

Percentage of IEP Students

25% - 28% = $50
29% - 32% = $100
33% - 36% = $150
37% - 40% = $200
41% - 44% = $250
45% - 48% = $300
49% - 52% = $350
53% - 56% = $400
57% - 60% = $450

Teachers will be compensated at the end of each semester. The teacher will be compensated if the IEP student is in class the first five (5) weeks of the student's enrollment per semester regardless of movement. Upon agreement with the teacher, the building administrator shall be required to provide individual class roster documentation to the Superintendent.

6.12 Reduction in Force

Any reduction in force (RIF) shall be in accordance with ORC, Section 3319.17 and the following provisions.

6.121 Scope of Procedure

The procedures contained herein for such reduction in employees shall not pertain to contracts non-renewed in accordance with ORC Section

3319.11 and to employees employed as replacements for employees on leave of absence.

6.122 Attrition

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

6.123 Suspension of Contracts

a. Exclusivity

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

b. Reduction in Force List

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

c. Notice of Recall

Notice of recall shall be given by telephone, telegram, or registered mail to the last telephone number or last address given by the employee to the Board. It shall be the responsibility of the

employee to keep the Board advised in writing of a telephone number and mailing address at which he or she can be reached.

d. Eligibility for Recall

Employees notified that their contracts are being suspended for the next school year shall be offered re-employment based upon OTES evaluations, or if comparable evaluations, by seniority, should openings occur in the course of that next school year and the school year subsequent to the next school year for which they have the necessary certification.

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

1. waive his or her recall rights in writing;

2. resign;

3. fail to accept recall as provided for herein; or

4. fail to report to work in a position that he or she has accepted within five (5) workdays after receipt of the notice of recall, unless such recalled employee is prohibited from doing so because of physical illness or injuries.

e. Seniority List

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

f. Nonrenewal

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

6.124 Notice to NEA

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

6.13 Drug Policy

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

6.14 Substitute Employees

A. The Board shall provide a substitute employee for all absent employees by hiring a regular substitute when available. When regular substitutes are not available, a Principal may provide class coverage himself/herself in the order as provided in section B below.

B. The Board and NEA agree to the following protocol when the external substitute list has been exhausted:

1. For purposes of this section, teachers who are working in a co-taught classroom – i.e., regular education teacher and intervention specialist – will be required to cover the entire class prior to a volunteer bargaining unit member and/or paraprofessional being assigned to cover.

2. Teachers that volunteer at the beginning of the school year in grades Pre-K-12 may cover classes on their daily planning or preparation period.

3. Teachers interested in covering class will be assigned on a rotating basis with certification areas being considered.

4. Teachers are responsible for completing time sheets.

5. Remuneration will be fifty dollars ($50) per class period (forty [40] to seventy [70] minute period) covered.

6. After exhausting all NEA bargaining unit members who volunteered to substitute, an OAPSE employee (paraprofessional) may then cover a class.

7. The Administration shall work in collaboration with a bargaining unit member to secure coverage when required to attend a meeting or when they are absent.

C. Long Term Substitutes

1. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment.

2. The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article 6.20, Evaluation and Non-Renewal, nor the provisions of Section 3319.11 of the Ohio Revised Code, shall apply to long-term substitutes.

3. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3-1/2] hours per day) in any one school year.

4. Neither the provisions of Article 6.12 Reduction in Staff, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes or to permanent substitutes.

5. Neither the provisions of Article 6.20 – with respect to evaluation, nor the provisions of Sections 3319.111, 3319.11 or 3319.112 of the Ohio Revised Code shall apply to long-term substitutes.

6. Beginning with the 61st day of employment, a long-term

Substitutes shall be placed on the BA-0 step of the salary schedule.

6.15 Mileage

Schedules of employees, who are assigned more than one (1) school building, will be arranged so that no employee will be required to engage in an unreasonable amount of inter-school travel. Such employees will be notified of any changes in their schedules as soon as practicable. Employees, who are required to use their automobiles in the performance of their duties, and/or who are assigned to more than one (1) school per day, will be reimbursed for all such travel. The Board shall pay for authorized automobile expense an amount equal to the per mile rate being utilized by the Internal Revenue Service (IRS). The Board shall modify the mileage allowance up or down in accordance with the allowance in effect by the Internal Revenue Service on January 1st of each year of this Contract. The modification will be made effective January 1st of each year and continue through December 31st of each year. Said reimbursement shall be for all driving done between the arrival at the first location at the beginning of

their work day and departure from the end of their work day. Employees will be paid only for legitimate building-to-building mileage.

6.16 Employee Employment

6.161 Agreement

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

6.162 Content of Employment Contract

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

6.163 Salary Notices

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

6.164 Limited Contracts

a. Duration

Until an employee achieves continuing contract status, the Board shall issue One (1) Year Limited Contracts. Upon expiration, if renewed to employment by the Board of Education, the employee shall be placed on a one (1) year Limited Contract.

b. Re-employment Action by Board

Any employee employed under a Limited Contract, and not eligible to be considered for a Continuing Contract, is, at the expiration of the Limited Contract, deemed re-employed at the same salary, plus any increment provided by the Salary Schedule, unless the employing Board, acting on the Superintendent's recommendation as to whether or not the employee should be re-employed, gives such employee written notice of its intention not to re-employ him/her on or before the 1st day of June.

c. Demand for Hearing

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

d. Due Process

The Due Process, requiring three (3) formal observations per evaluation, will be conducted for all employees on One-Year Limited Teaching Contracts and those on Two-Year Limited Teaching Contracts as provided in ORC 3319.111 (also includes those currently on a Three-Year Limited Contract). Furthermore, it is understood that the Due Process requirements of ORC 3319.111 do not apply to Employee Supplemental Contracts or employees employed as substitutes for less than one hundred twenty (120) workdays during the school year.

e. Section 6.16, Employee Employment is not subject to the procedures set forth in Article III.

6.17 Promotions

6.171 Definition

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

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

6.172 Application

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

6.173 Submission of Applications

All applications for promotional positions shall be submitted to the applicable email address.

6.174 Appointments

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

6.175 Due Consideration

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

Employees submitting an application within the proper time frame and meeting the qualifications as delineated in the notice, shall be granted an interview for the first promotional position~~s~~ applied for. Should the employee submit an application for more than one (1) promotional position, the employee may be granted an interview.

6.18 No Strike Provision

6.181 Duration of Contract

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

6.182 Non-Sanctioned Strike

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

6.19 Employee Discipline

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

6.20 Employee Evaluation

A. For OTES teachers and school counselors subject to OSCES, the District will utilize the Board's Standards-Based Teacher Evaluation System and Standards Based School Counselor Evaluation System set forth by the forms and supports established by the Ohio Department of Education as published in Fall of 2022, All matters contained within the Systems shall be considered grievable under the grievance procedure contained within this contract.

B. The Evaluation Review Committee (ERC) will provide additional stakeholder input and facilitate the statutorily required consultation with teachers relative to the development and necessary changes to and/or subsequent revision of the Board's standards-based evaluation systems.

1. The committee shall be comprised of up to five (5) association members appointed by the association president and up to five (5) administrators. Committee members shall be representative of primary, intermediate, middle school, and high school.

2. The ERC committee shall meet to review the district's evaluation process and procedures to discuss and review changes to the OTES 2.0 made by the Department of Education and State Board of Education on an as needed basis and make such recommendations to the Board of Education.

C. Instructional Rounds

All data collected during instructional rounds which is performed by state support team staff, grant, or program representatives who are part of improvement programs will be used for research purposes only and will be not be used for any evaluation purposes.

D. Ohio Improvement Process:

The Ohio Improvement Process (OIP) is the collaborative model used in the District for participation in academic and non-academic decision-making. The three areas include Teacher Based Team (TBT), Building Leadership Team (BLT), and District Leadership Team (DLT). The goal for

the Ohio Improvement Process is to improve educational outcomes for students.

The administration will rotate TBT times during the day to ensure that the same teachers are not consistently losing planning time.

The NEA President will be a member of the DLT.

6.21 Employee Health and Safety

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

6.22 Employee Protection

6.221 Responsibility

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

6.222 Physical Violence; Disciplinary Referrals

A. Reports of Physical Violence

All cases of physical violence to employees shall be reported to the principal and the principal shall notify the Superintendent. The School Resource Officer will be notified.

B. Disciplinary Referrals

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

6.223 Protections Against Litigation

A. In the event that any employee is sued as a result of his/her employment and the normal protections outlined above are not sufficient, the Board will lend all reasonable assistance from Board employees or will provide legal counsel for the employee in his/her

defense in accordance with the provisions of the Ohio sovereign immunity statutes and applicable Board insurance.

B. First aid clean-up kits shall be available for employee use for protection from chronic communicable diseases.

6.23 Job Descriptions

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

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

6.232 Job descriptions for NEA bargaining unit positions shall be available for employees to view at each school building or worksite.

6.233 The Labor Management Committee shall be responsible for updating job descriptions on as as-needed basis. Once updated and approved by the Board of Education, job descriptions shall be shared electronically.

6.24 IEP/WEP Released Time

An employee assigned to prepare Individual Education Plans (IEPs) shall be released from his/her regular assignment for two (2) workdays per school year for such purpose.

6.25 Local Professional Development Committee

A five (5) member Local Professional Development Committee (LPDC) shall exist according to the provisions of Section 3319.22 of the ORC (Educators licenses; Professional Development Committees). Four (4) certified NEA members representing each building and the Superintendent or other administrator will serve as the LPDC. The NEA President shall appoint a NEA member should a vacancy occur. The LPDC shall be empowered according to law and determine its own structure, plans and criteria for approval of individual employee education plans, in-service plans for the District and any other requirements. The LPDC members shall attend any and all meetings required by the state or local governing body and those meetings deemed necessary by the Superintendent. The LPDC Chairperson shall receive the sum of one thousand five hundred dollars ($1,500) and the other three (3) LPDC members appointed

by the NEA President shall receive the sum of five hundred dollars ($500) each as compensation for worked performed for the LPDC.

6.26 Resident Educator Program

1. In August 2011, The Education Opportunity Act (HB1) created the Ohio Resident Educator Program. It provides a four (4) year program of support and mentoring for new teachers. The Ohio Department of Education (ODE) has created requirements for mentors in the Resident Educator Program.

2. To qualify for consideration as mentor/facilitator candidates, individuals must:
   1) Meet all of the following qualifications:
      a. five (5) year professional license OR two (2) year provisional license that has been renewed two (2) or more times;
      b. five (5) years of teaching experience; and
      c. recent classroom experience within the last five (5) years.
   2) Complete district application process.
   3) Be selected by school or district to attend state-sponsored training.
   4) Successfully complete state-sponsored training.

3. The Resident Educator Program will be conducted in conjunction with the Trumbull Country Educational Service Center, and will be re-evaluated every year for the purpose of assessing the content of the program for subsequent years.

4. No NEA member will be required to serve as a mentor/facilitator.

5. The Resident Educator/Mentor relationship will be solely for the purpose of formative assistance. No information gathered shall serve as a basis for any summative evaluation of the Resident Educator. Any information gathered will not be used by the Board in any matter relating to the employment or re-employment of the Resident Educator or the mentor.

6. The Board of Education has the discretion to limit the number of mentors.

7. Compensation for each mentor/facilitator teacher shall include extended release time for mentoring activities. The Resident Educator shall be provided extended release time not to exceed two (2) days for the purposes of observing classes and meeting with mentors. Days may be used in half day increments and shall be coordinated by the building principal and the lead mentor.

8. Mentor/facilitator teachers will be compensated at the rate of five hundred dollars ($500) per Resident Educator per school year. The Lead Mentor will be compensated at the rate of eight hundred dollars ($800) per school year.

6.27 Employment of Retired Niles Education Association Members

Members of the Association, upon retirement shall have the following rehire option:

A. Retired teachers re-employed by the Board are considered bargaining unit members and subject to the terms of this Agreement, except as otherwise set forth in this section.

B. The Board of Education has the discretion to determine whether to reemploy a retiree – e.g., employment is not automatic. Re-employed members shall be granted a one (1) year limited contract. Prior to submission of an intent to retire to the Board, teachers shall receive a conference with the Superintendent relative to eligibility for retire/rehire.

C. Retired-rehired employees shall be offered medical benefits on the District's plan (medical, dental, and vision) with the employee's premium sharing based on the rates paid by Association members.

D. Retired-rehired employees shall be placed at the BA-0 level of the teacher salary schedule. The Superintendent has the discretion to place a retired-rehired employee at the appropriate training column beyond the Bachelor's, not to exceed MA Step 0 (Masters Step 0). Regardless of initial placement on the salary schedule, retired-rehired employees shall not advance steps.

E. Seniority for Association members returning to employment with the Board after retirement will be zero (0) upon such re-employment and any subsequent re-employment for all provisions of the Agreement. In the event the District needs to implement a Reduction in Force (RIF), those teachers re-employed under this provision, shall, by areas of certification/licensure, be subject to a RIF before other members of the Employee Unit. Teachers re-employed under this provision shall accrue seniority exclusively within the retire-rehire program. A retired-rehired teacher subject to RIF has no right of recall.

F. Teachers employed by the Board after retirement shall not be eligible for a continuing contract and are restricted to limited contracts of employment.

G. Retired-rehired teachers will accumulate sick leave at a rate of 1 ¼ days per month worked. Sick leave will accumulate from year to year for retired re-employed teachers. Retired-rehired teachers are not eligible for severance during reemployment.

H. Re-employed teachers will be awarded one (1) year limited contracts of employment (per section B of this provision) that will automatically expire at the end of the applicable school year without notice of non-renewal. The transition from one (1) year limited contract to the next one (1) year limited contract does not create a vacancy. No performance evaluations shall be required and this section supersedes any applicable Revised Code section regarding nonrenewal.

I. The parties expressly agree and fully intend this provision supersede and take precedent over the provisions of Ohio Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

J. During the periods of re-employment, the retiree and the board makes contributions to the STRS additional annuity benefit.

K. The provisions of this agreement are applicable only to members of the Niles Education Association. The acceptance of this option does not create a vacancy.

L. A member who is reemployed after retirement is not be eligible for any retirement incentive.

ARTICLE VII – BENEFITS

7.01 Insurance

7.011 Life Insurance

The Board shall provide a group term life insurance policy in the amount of forty-five thousand dollars ($45,000) for all full-time employees, and the Board shall pay the entire cost of providing such life insurance during the term of this Contract. An employee terminating employment with the

District, shall be permitted to purchase all of their life insurance policy as stipulated by the rules and regulations established by the carrier.

7.0111 Insurance Committee

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

7.012 Health Insurance Coverage and Provisions

Bargaining unit members shall contribute eleven percent (11%) to the total cost of the premium for the first year of the contract, effective with the plan year; eleven percent (11%) the second year of the contract, effective with the plan year; eleven percent (11%) the third year of the contract, effective with the plan year.

7.013 Enrollment/Qualifying Event

Eligible employees not currently participating in Board provided health insurance coverage, shall have the right to enroll into any Board health benefit by applying for enrollment in the period of November 1st through November 20th of the calendar year with an effective date of January 1st. Upon the occasion of a qualifying event, such as divorce, death of spouse, or involuntary termination of spouse's insurance or employment, an eligible employee may enroll or re-enroll into the Board's plan. Coverage shall occur the month following the written notice setting forth the qualifying event. Change in coverage status, e.g., single to family, will follow the same procedure. Employees are advised to carefully review the Certificate of Coverage of the Boards health care provider in either instance.

7.014 Non-participation in Health Insurance Coverage:

1. The Board shall establish a qualified cafeteria plan subject to Section 125 of the Internal Revenue Code of 1986 as amended, and any and all of the rules and/or regulations promulgated thereunder, with the intent being that there is no tax liability to those who choose the health insurance plan rather than the waiver.

Employees electing to waive the health insurance plan will be responsible to pay tax on any money received in lieu of the coverage. The Board will withhold taxes as per past practice.

2. If any employee does not select any of the Board provided health insurance, or elects to receive only prescription drug, dental, and vision coverage, he/she shall indicate so on a waiver form provided by the Board. (Health insurance is defined as any Board provided insurance except life insurance.)

3. If a full-time employee elects to withdraw from the insurance program as provided above, he/she shall receive each twelve (12) month period in which they do not participate in the insurance program, the total amount of two thousand five hundred ($2,500) dollars (Family), one thousand two hundred fifty dollars ($1,250) (Single) provided the full-time employee, his/her spouse and/or dependent is not benefiting from coverage. Married couples presently employed will participate in this incentive, future couples will be ineligible (effective June 25, 2012).

   Payment will be made to the employee semi-annually in the months of March and September, following six (6) consecutive months of non-participation.

4. Should a qualifying event occur, the employee may reinstate coverage in accordance with section 7.013.

7.015 Flexible Spending Account (FSA)

Included in the health insurance plan set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan, which will include an employee-funded flexible spending account up to a maximum of two thousand six hundred fifty dollars ($2,650) annually. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay unreimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependent care expenses as allowed under Section 125 of the Internal Review Act of 1978. Members may carry over unused funds of up to five hundred dollars ($500) per year for use in the following year. The Board shall pay all administrative costs of the Section 125 Plan. Election for this plan is voluntary and can be made only per year.

7.016 Spousal Coverage

To allow for flexibility in enrollment periods, the following provision does not take effect until January 1, 2020.

If the spouse of a bargaining unit member is eligible through an employer that provides employee benefits (Medical/RX) for less than or equal to a monthly contribution of three hundred dollars ($300), said spouse must apply for and accept such coverage. The bargaining unit member must provide proof from the spouse's employer that they are enrolled. The spouse will be removed from the employee's insurance and the employee will be charged for the appropriate level of coverage.

- The spouse has the option of enrolling dependents. The spouse does not have to enroll dependents, and the District cannot force the spouse to enroll dependents. However, dependents may be covered by both the spouse's insurance and the employee's District-provided insurance. Coordination of benefits ("COB") governs which spouse's insurance is primary, and the other, secondary[1].

  ([1] The spouse's birthday that falls first in the calendar year is considered the primary insurer while the other spouse's insurance is secondary.)

- The spouse has an additional option of purchasing supplemental insurance through the District either separate from or in addition to purchasing secondary coverage through the District. The spouse may choose the higher deductible plan for secondary coverage, which requires no contribution. If the spouse chooses to enroll in the District's plan (not the higher deductible plan), the bargaining unit member will be required to contribute the appropriate amount that includes his/her spouse as designated by the District's tiers. In this instance, District coverage will serve as secondary coverage.

- If coverage is not available, the bargaining unit member must provide a statement from the spouse's employer stating that coverage is not available.

It is the responsibility of the employee to notify the Treasurer's office of any change in eligibility of a spouse within thirty (30) days of any change. Failure to provide timely notification may jeopardize coverage. If an employee submits false information or fails to timely advise the District of a change in the employee spouse's eligibility for employer (or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by an employee results in the District providing benefits to which the employee's spouse is not entitled, the employee may be personally liable to the District for

reimbursement of benefits and expenses incurred by its insurance plan. Any amount to be reimbursed by the employee may be deducted from the salary or benefits to which the employee would otherwise be entitled. If an employee submits false information, he/she may be subject to disciplinary action by the Board, up to and including termination of employment.

7.017 Entitlement

A. Full-time Employees

The insurance benefits listed in Sections B, C, D, E and F are available for the employees, and their dependent spouses and dependent children to age twenty-six (26), provided that the employee complies with the terms of the policy and the insurance company's procedures concerning matters such as eligibility and enrollment. However, the Board shall have no obligation to provide insurance for a dependent if the employee desiring dependent coverage fails to make written application to the Treasurer or to provide information reasonably requested by the Treasurer to establish the eligibility of dependents. The Board shall bear the cost of the insurance, provided pursuant to this paragraph, during the term of this Contract.

B. Part-time Employees

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

7.018 Maintenance

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

7.019 Continuation of Benefits

1. Medical insurance coverage may be continued for those who are on any Unpaid Leave of Absence or layoff, at the request of the employee and upon payment of the premium by the employee, as provided for in the COBRA administration of said insurance coverage not later than the completion of the first month of unpaid leave or layoff. Should the employee remain on unpaid leave beyond the initial month, the employee shall submit payment of the full cost of the premium to the Treasurer not later than the 10th of each month. Failure to do so will result in a lapse of coverage.

2. Insurance coverage for employees who have been granted a paid leave of absence shall continue to be provided by the Board with the employee continuing to make the required premium contribution.

7.02 Severance Pay

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

7.021 Calculation

a. Calculation for the severance benefit shall be thirty-five (35%) percent of the unused accumulated sick leave days, not to exceed seventy (70) days.

b. All unused Emergency Leave Days shall be credited, annually, to the accrued sick leave days, which shall be used in calculating severance pay at the time of retirement.

7.022 Restrictions

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

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

7.023 Payment

a. An employee who has retired as a result of meeting either the service threshold or the age threshold, both of which are required for retirement, shall receive his/her severance within ninety (90) days from the date following retirement or separation from employment under this provision. Payment shall be considered to eliminate all sick leave, personal leave, and emergency leave credit. Such payment shall be made only once to any employee.

Payment and Deferral of Severance Pay

Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt a 403(b) Plan ("The Plan") for District employees with terms that comply with the requirements of this Paragraph. Employees shall access "The Plan" by choosing from a list of District-approved plan providers. The terms of The Plan shall include the following:

Participation in The Plan shall be mandatory for any teacher actively employed, who is or will be age fifty-five (55) years or older in the calendar year in which the teacher retires, or, in the case of a retired/rehired teacher who did not retire from the District/collect severance from the District, resigns.

An employer contribution shall be made on his/her behalf under The Plan in an amount equal to the total amount of the participant's severance.

The required contribution to The Plan shall be made within the timeframe described under this provision regarding the payment of severance pay; however, if the amount payable to The Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to The Plan after the first payroll date in January of the next calendar year.

A teacher who is participant in The Plan shall complete The Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay shall be made to The Plan on behalf of the teacher.
If a teacher is entitled to have a contribution paid The Plan and dies prior to such contribution being paid to The Plan, the contribution shall be paid to a Beneficiary of the teacher in accordance with the terms of The Plan. In the vent no beneficiary was designated by the employee, the Severance Pay will be paid to the deceased's estate.

After adoption of The Plan, any administrative fees shall be borne by The Plan Participants.

Any teacher who is entitled to severance pay who is not an eligible participant in The Plan (i.e., under the age of fifty-five [55]) will continue to be eligible for any and all severance payments and/or retirement incentive payments. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

All contributions to The Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantees any tax results associated with The Plan, referrals to a TSA or check payments made to a teacher.

In the event a teacher is ineligible to participate in The Plan and dies, the Severance Pay shall be paid to the employee's estate.

b. Severance pay shall be made on a per diem rate at the time of retirement (Contractual salary, excluding all Supplemental Contracts, divided by the total number of workdays in the school calendar).

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

c. Employees have the right to use any Board approved retirement agent/brokers who currently works with the District at the time of their severance pay.

7.024 Sick Leave Conservation Incentive

Any member of the bargaining unit who has used one (1) sick day or less during a semester shall be granted a three hundred fifty-dollar ($350) stipend at the end of each semester.

7.03 Retirement Investments

The Administration and the Association will develop a district-wide policy as well as procedures for Internal Revenue Code Section 403(b) Discretionary Accounts and 457 accounts.

ARTICLE VIII - COMPENSATION

8.01 Salary Schedule Guidelines

8.011 Horizontal Movement

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

the higher classification. If the employee fails to meet these deadlines, the employee must wait until the subsequent semester to qualify for the higher classification.

8.012 Placement

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

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

8.013 Pay Periods

A. All salaries shall be on a twelve (12) month basis. Said salary shall be paid in twenty-six (26), or when necessary, twenty-seven (27) equal installments on alternate Fridays.

B. The cafeteria plan shall be paid in a separate check to the bargaining unit member.

8.014 Additional Hours

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

8.015 Tuition Reimbursement

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

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

A maximum of twenty thousand dollars ($20,000) is allocated for Bargaining Unit members, then the Treasurer shall compute a pro-rated distribution based on the number of semester hours or equivalent quarter

hours after all teachers' hours from the prior twelve (12) MONTHS HAVE BEEN VERIFIED by an official University or College transcript. An Association representative appointed by the NEA President shall review the distribution prior to any remuneration being made.

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

8.016 Direct Deposit

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

8.02 Salary Schedules

8.021 Salary Schedule Effective September 1, 2025 (5%)

Effective September 1, 2025, the base salary at BA Degree column shall be thirty-six thousand seven hundred fifty-nine dollars ($36,759) on the index schedule.

8.022 Salary Schedule Effective September 1, 2026 (5%)

Effective September 1, 2026, the base salary at BA Degree column shall be thirty-eight thousand five hundred ninety-seven dollars ($38,597) on the index schedule.

8.023 Salary Schedule Effective September 1, 2027 (5%)

Effective September 1, 2027, the base salary at BA Degree column shall be forty thousand five hundred twenty-seven dollars ($40,527) on the index schedule.

8.024 SALARY SCHEDULES

Effective September 1, 2025 - August 31, 2026										
YRS	**BA**		**BA/15**		**MAS**		**MA/30**		**DOC**	
0	100.00	36,759	106.00	38,965	112.00	41,170	118.00	43,376	124.00	45,581
1	106.00	38,965	112.00	41,170	118.00	43,376	124.00	45,581	130.00	47,787
2	112.00	41,170	118.00	43,376	124.00	45,581	130.00	47,787	136.00	49,992
3	118.00	43,376	124.00	45,581	130.00	47,787	136.00	49,992	142.00	52,198
4	124.00	45,581	130.00	47,787	136.00	49,992	142.00	52,198	148.00	54,403
5	130.00	47,787	136.00	49,992	142.00	52,198	148.00	54,403	154.00	56,609
6	136.00	49,992	142.00	52,198	148.00	54,403	154.00	56,609	160.00	58,814
7	142.00	52,198	148.00	54,403	154.00	56,609	160.00	58,814	166.00	61,020
8	148.00	54,403	154.00	56,609	160.00	58,814	166.00	61,020	172.00	63,225
9	154.00	56,609	160.00	58,814	166.00	61,020	172.00	63,225	178.00	65,431
10	160.00	58,814	166.00	61,020	172.00	63,225	178.00	65,431	184.00	67,637
11	166.00	61,020	172.00	63,225	178.00	65,431	184.00	67,637	190.00	69,842
12	172.00	63,225	178.00	65,431	184.00	67,637	190.00	69,842	196.00	72,048
13	178.00	65,431	184.00	67,637	190.00	69,842	196.00	72,048	202.00	74,253
14	184.00	67,637	190.00	69,842	196.00	72,048	202.00	74,253	208.00	76,459
15	184.00	67,637	190.00	69,842	196.00	72,048	202.00	74,253	208.00	76,459
16	184.00	67,637	190.00	69,842	196.00	72,048	202.00	74,253	208.00	76,459
17	190.00	69,842	196.00	72,048	202.00	74,253	208.00	76,459	214.00	78,664
18	190.00	69,842	196.00	72,048	202.00	74,253	208.00	76,459	214.00	78,664
19	190.00	69,842	196.00	72,048	202.00	74,253	208.00	76,459	214.00	78,664
20	196.00	72,048	202.00	74,253	208.00	76,459	214.00	78,664	220.00	80,870
21	196.00	72,048	202.00	74,253	208.00	76,459	214.00	78,664	220.00	80,870
22	196.00	72,048	202.00	74,253	208.00	76,459	214.00	78,664	220.00	80,870
23	196.00	72,048	202.00	74,253	208.00	76,459	214.00	78,664	220.00	80,870
24	202.00	74,253	208.00	76,459	214.00	78,664	220.00	80,870	226.00	83,075
25	202.00	74,253	208.00	76,459	214.00	78,664	220.00	80,870	226.00	83,075
26	202.00	74,253	208.00	76,459	214.00	78,664	220.00	80,870	226.00	83,075
27	208.00	76,459	214.00	78,664	220.00	80,870	226.00	83,075	232.00	85,281
28	208.00	76,459	214.00	78,664	220.00	80,870	226.00	83,075	232.00	85,281
29	208.00	76,459	214.00	78,664	220.00	80,870	226.00	83,075	232.00	85,281
30	214.00	78,664	220.00	80,870	226.00	83,075	232.00	85,281	235.00	86,384
31	214.00	78,664	220.00	80,870	226.00	83,075	232.00	85,281	235.00	86,384
32	220.00	80,870	226.00	83,075	232.00	85,281	238.00	87,486	241.00	88,589

Effective September 1, 2026 - August 31, 2027										
YRS	**BA**		**BA/15**		**MAS**		**MA/30**		**DOC**	
0	100.00	38,597	106.00	40,913	112.00	43,229	118.00	45,544	124.00	47,860
1	106.00	40,913	112.00	43,229	118.00	45,544	124.00	47,860	130.00	50,176
2	112.00	43,229	118.00	45,544	124.00	47,860	130.00	50,176	136.00	52,492
3	118.00	45,544	124.00	47,860	130.00	50,176	136.00	52,492	142.00	54,808
4	124.00	47,860	130.00	50,176	136.00	52,492	142.00	54,808	148.00	57,124
5	130.00	50,176	136.00	52,492	142.00	54,808	148.00	57,124	154.00	59,439
6	136.00	52,492	142.00	54,808	148.00	57,124	154.00	59,439	160.00	61,755
7	142.00	54,808	148.00	57,124	154.00	59,439	160.00	61,755	166.00	64,071
8	148.00	57,124	154.00	59,439	160.00	61,755	166.00	64,071	172.00	66,387
9	154.00	59,439	160.00	61,755	166.00	64,071	172.00	66,387	178.00	68,703
10	160.00	61,755	166.00	64,071	172.00	66,387	178.00	68,703	184.00	71,018
11	166.00	64,071	172.00	66,387	178.00	68,703	184.00	71,018	190.00	73,334
12	172.00	66,387	178.00	68,703	184.00	71,018	190.00	73,334	196.00	75,650
13	178.00	68,703	184.00	71,018	190.00	73,334	196.00	75,650	202.00	77,966
14	184.00	71,018	190.00	73,334	196.00	75,650	202.00	77,966	208.00	80,282
15	184.00	71,018	190.00	73,334	196.00	75,650	202.00	77,966	208.00	80,282
16	184.00	71,018	190.00	73,334	196.00	75,650	202.00	77,966	208.00	80,282
17	190.00	73,334	196.00	75,650	202.00	77,966	208.00	80,282	214.00	82,598
18	190.00	73,334	196.00	75,650	202.00	77,966	208.00	80,282	214.00	82,598
19	190.00	73,334	196.00	75,650	202.00	77,966	208.00	80,282	214.00	82,598
20	196.00	75,650	202.00	77,966	208.00	80,282	214.00	82,598	220.00	84,913
21	196.00	75,650	202.00	77,966	208.00	80,282	214.00	82,598	220.00	84,913
22	196.00	75,650	202.00	77,966	208.00	80,282	214.00	82,598	220.00	84,913
23	196.00	75,650	202.00	77,966	208.00	80,282	214.00	82,598	220.00	84,913
24	202.00	77,966	208.00	80,282	214.00	82,598	220.00	84,913	226.00	87,229
25	202.00	77,966	208.00	80,282	214.00	82,598	220.00	84,913	226.00	87,229
26	202.00	77,966	208.00	80,282	214.00	82,598	220.00	84,913	226.00	87,229
27	208.00	80,282	214.00	82,598	220.00	84,913	226.00	87,229	232.00	89,545
28	208.00	80,282	214.00	82,598	220.00	84,913	226.00	87,229	232.00	89,545
29	208.00	80,282	214.00	82,598	220.00	84,913	226.00	87,229	232.00	89,545
30	214.00	82,598	220.00	84,913	226.00	87,229	232.00	89,545	235.00	90,703
31	214.00	82,598	220.00	84,913	226.00	87,229	232.00	89,545	235.00	90,703
32	220.00	84,913	226.00	87,229	232.00	89,545	238.00	91,861	241.00	93,019

Effective September 1, 2027 - August 31, 2028										
YRS	**BA**		**BA/15**		**MAS**		**MA/30**		**DOC**	
0	100.00	40,527	106.00	42,959	112.00	45,390	118.00	47,822	124.00	50,253
1	106.00	42,959	112.00	45,390	118.00	47,822	124.00	50,253	130.00	52,685
2	112.00	45,390	118.00	47,822	124.00	50,253	130.00	52,685	136.00	55,117
3	118.00	47,822	124.00	50,253	130.00	52,685	136.00	55,117	142.00	57,548
4	124.00	50,253	130.00	52,685	136.00	55,117	142.00	57,548	148.00	59,980
5	130.00	52,685	136.00	55,117	142.00	57,548	148.00	59,980	154.00	62,412
6	136.00	55,117	142.00	57,548	148.00	59,980	154.00	62,412	160.00	64,843
7	142.00	57,548	148.00	59,980	154.00	62,412	160.00	64,843	166.00	67,275
8	148.00	59,980	154.00	62,412	160.00	64,843	166.00	67,275	172.00	69,706
9	154.00	62,412	160.00	64,843	166.00	67,275	172.00	69,706	178.00	72,138
10	160.00	64,843	166.00	67,275	172.00	69,706	178.00	72,138	184.00	74,570
11	166.00	67,275	172.00	69,706	178.00	72,138	184.00	74,570	190.00	77,001
12	172.00	69,706	178.00	72,138	184.00	74,570	190.00	77,001	196.00	79,433
13	178.00	72,138	184.00	74,570	190.00	77,001	196.00	79,433	202.00	81,865
14	184.00	74,570	190.00	77,001	196.00	79,433	202.00	81,865	208.00	84,296
15	184.00	74,570	190.00	77,001	196.00	79,433	202.00	81,865	208.00	84,296
16	184.00	74,570	190.00	77,001	196.00	79,433	202.00	81,865	208.00	84,296
17	190.00	77,001	196.00	79,433	202.00	81,865	208.00	84,296	214.00	86,728
18	190.00	77,001	196.00	79,433	202.00	81,865	208.00	84,296	214.00	86,728
19	190.00	77,001	196.00	79,433	202.00	81,865	208.00	84,296	214.00	86,728
20	196.00	79,433	202.00	81,865	208.00	84,296	214.00	86,728	220.00	89,159
21	196.00	79,433	202.00	81,865	208.00	84,296	214.00	86,728	220.00	89,159
22	196.00	79,433	202.00	81,865	208.00	84,296	214.00	86,728	220.00	89,159
23	196.00	79,433	202.00	81,865	208.00	84,296	214.00	86,728	220.00	89,159
24	202.00	81,865	208.00	84,296	214.00	86,728	220.00	89,159	226.00	91,591
25	202.00	81,865	208.00	84,296	214.00	86,728	220.00	89,159	226.00	91,591
26	202.00	81,865	208.00	84,296	214.00	86,728	220.00	89,159	226.00	91,591
27	208.00	84,296	214.00	86,728	220.00	89,159	226.00	91,591	232.00	94,023
28	208.00	84,296	214.00	86,728	220.00	89,159	226.00	91,591	232.00	94,023
29	208.00	84,296	214.00	86,728	220.00	89,159	226.00	91,591	232.00	94,023
30	214.00	86,728	220.00	89,159	226.00	91,591	232.00	94,023	235.00	95,238
31	214.00	86,728	220.00	89,159	226.00	91,591	232.00	94,023	235.00	95,238
32	220.00	89,159	226.00	91,591	232.00	94,023	238.00	96,454	241.00	97,670

8.03 Supplemental Salaries

8.031 Determination of Base Salary to be Used

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

8.032 Duration

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

8.033 Positions and Percentages

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

8.034 With the implementation of participation fees for students in Niles City Schools, NEA members with students in the Niles School District will not be required to pay these participation fees.

ATHLETIC SUPPLEMENTALS

POSITION	**% OF BASE**
Activity/Athletic Coordinator	15
Baseball Head Boys	15
Baseball Assistant Boys	8
Baseball Assistant Boys	8
Baseball J.V. Boys	8
Softball – Head Girls	15
Softball – Assistant Girls	8
Softball – Assistant Girls	8
Softball – J.V. Girls	8
Basketball	
Head Boys	20
Head Girls	20
Assistant Varsity Boys	12

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

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

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

ACTIVITY SUPPLEMENTALS	
POSITION	**% OF BASE**
Art Guild – High School	3
Art Guild – Middle School	3
Band Director	17
Band Director–Assistant	10
Spanish Club	3
Italian Club	3
Future Teachers of America	3
Computer Club	3
National Honor Society	3
Students Against Drunk Drivers (SADD)	3
Students for the Environment (Science)	3
Student Council Advisor (NHS)	3
Student Council Advisor (NMS)	3
Student Council Advisor (NIS)	3
Key Club	3
Class Sponsors--Senior	3
Class Sponsors--Junior	3
Class Sponsors-- Junior	3
Department Head/Lead Teacher-Kdg	6
Department Head/Lead Teacher-1st grade	6
Department Head/Lead Teacher-2nd grade	6
Department Head/Lead Teacher-3rd grade	6
Department Head/Lead Teacher-4th grade	6
Department Head/Lead Teacher-5th grade	6
Department Head/Lead Teacher-Art Department (K-12)	3
Middle School Drama	3
Department Head/Lead Teacher-Language Arts	3

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

Speech & Debate Coach - Assistant	8
Vocal Director – High School	6
WEB Program Middle School	8
Annual/Yearbook High School	4
Annual/Yearbook Middle School	4
Newspaper Niles High School	4
Newspaper Middle School	4
AM/PM Supervisor Monitor – NMS (1 hour per day half hour in AM and half hour in PM)	$17 per hour
AM/PM Supervisor Monitor – NHS (1 hour per day half hour in AM and half hour in PM)	$17 per hour
Detention Monitor – Niles Middle School	$17 per hour
Detention Monitor – McKinley High School	$17 per hour
Detention Monitor – Primary	$17 per hour
Detention Monitor – Intermediate	$17 per hour

8.04 Supplemental Contract Guidelines

8.041 Definition

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

8.042 Postings

All certificated openings for Supplemental Positions that occur during the school year, shall be adequately publicized by being posted in all buildings for ten (10) school days. All employees shall be given adequate opportunity to make application for such positions during the school year. The Board retains the right, privilege, and discretion to determine the qualifications for the positions. The notice shall clearly set forth a description of and the qualifications for the position, including duties, salary, and procedure for application. During the Summer months, when school is not in session, the employees shall be notified of any supplemental openings by including a notice of such openings with their work email and posted on the district website. The posting period during the summer may be reduced to five (5) days with approval of NEA. The notice shall include clear, consistent qualifications and will include percentages. Mass postings will be posted by May 1st, for the upcoming year for all supplemental positions. All jobs posted filled by bargaining unit members shall be notified by the last day of the school year in writing.

8.043 Applications

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

8.044 Consideration

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

8.045 Interviews

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

8.046 Appointments

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

8.047 Compliance

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

8.048 Duration

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

8.05 Extended Time Contracts

8.051 Definition

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

8.052 Other Extended Time

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

8.053 Duration

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

8.054 Posting

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

8.055 Filling of a Vacancy

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

ARTICLE IX - EFFECTS

9.01 Entire Agreement

The Board and the NEA acknowledge that this Contract, together with any Appendices attached hereto and made a part hereof, embodies and constitutes the complete and final agreement reached by and between the parties, to the

within provisions as to wages and all other terms and conditions of employment of the employees covered by this Contract.

9.02 Severability

Notwithstanding any other provisions to the contrary herein, if any provision of this Contract is in conflict with any statute, regulation, or court decision of the State of Ohio or the Federal Government, to the extent that any such conflict exists, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect. It is hereby agreed that if the Legislature, Congress, the President, or the Governor of the State of Ohio shall implement laws, or, by Executive Order, execute mandatory or permissive regulations that would change sections of this Contract that involve union security, dues check-off, or regulations governing Bargaining Units, the NEA shall be allowed to negotiate such items in accordance with Section 2.06 (In-Term Bargaining) while this Contract is in effect.

9.03 Conflict with Board Policy

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

9.04 Amendment in Writing

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

9.05 Distribution

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

9.06 Non-Discrimination

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

9.07 Duration

Subject to the provisions of this Contract, the effective date will be as of September 1, 2025, and will continue and remain in full force and effect until August 31, 2028.

NILES EDUCATION ASSOCIATION

Terry L. Howell
Terry L. Howell (May 30, 2025 15:23 EDT)

Date 05/30/2025

Terry Howell, NEA President

Anna M Keatley
Anna M Keatley (Jun 1, 2025 21:46 EDT)

Date

Anna Keatley, NEA Vice-President

NILES CITY SCHOOL DISTRICT BOARD OF EDUCATION

Kimberly Barrell
Kimberly Barrell (Jun 2, 2025 06:49 EDT)

Date

Kimberly Barrell, Board President

Ann Marie Thigpen

Date 06/02/2025

Ann Marie Thigpen, Superintendent

Sean A. Miller
Sean A. Miller (Jun 1, 2025 23:59 EDT)

Date

Sean Miller, Treasurer

GRIEVANCE NO._____

GRIEVANCE FORM

NAME OF GRIEVANT_____

ASSIGNMENT_____

SCHOOL BUILDING _____

DATE GRIEVANCE OCCURRED _____

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

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

B. Relief Sought:

_____	_____
Signature of Grievant	Signature of Person Receiving Grievance At Initial Filing
_____	_____
Date	Date Received