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MASTER AGREEMENT

between the

NEWTON FALLS CLASSROOM TEACHERS' ASSOCIATION

and the

NEWTON FALLS EXEMPTED VILLAGE SCHOOL DISTRICT
BOARD OF EDUCATION

Effective July 1, 2025, through June 30, 2028

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ARTICLE 1—RECOGNITION

A. Recognition Statement

The Newton Falls Exempted Village Board of Education, hereinafter referred to as "Board," hereby recognizes the Newton Falls Classroom Teachers' Association, hereinafter referred to as the "Union," as the sole and exclusive representative for the purpose of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code for the duration of this agreement.

B. Bargaining Unit Defined

1. The bargaining unit members represented by the Union shall be defined as follows:

2. Inclusions: All full-time and part-time regularly employed professional unit members, including but not limited to teachers, guidance counselors, tutors, and Speech Language Pathologist.

3. Exclusions: All supervisory, management level and confidential employees, casual, and seasonal employees, and student employees, as defined in ORC 4117.01, including, but not limited to Superintendent of Schools, principals, and Board Treasurer.

4. Full-time unit members shall be defined as those employed for the equivalent of five (5) teaching periods or more, and part-time for the equivalent of four (4) teaching periods or less.

   Any professionally certificated employee, either full-time or regularly scheduled part-time, hired after the effective date of this contract, shall be included in the bargaining unit.

C. Unit Member Rights

All members of the bargaining unit as described herein are entitled to all rights, advantages, and privileges of this contract unless otherwise specified.

D. Bargaining Unit Work

All bargaining unit work will be performed by bargaining unit members.

In the event the Board is unable to fill a vacant position as defined in Article X of this contract through the procedure set forth in Article X of this contract, then the Board may exercise their options to fill the vacant position with any reasonable method they may choose.

E. Definitions

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

1. *Day*—A calendar day.

2. *Workday*—Unless otherwise stated in this agreement, a workday is one of the one hundred eighty-three (183) scheduled workdays unless school is canceled or otherwise closed for unit members on any such days.

3. *NFCTA*—The Newton Falls Classroom Teachers' Association.

4. *Board*—The Board of Education of the Newton Falls School District.

5. *Superintendent*—The Superintendent of the Newton Falls School District or designated representative.

6. *Immediate Supervisor*—The principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of a unit member and to whom the unit member is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by NFCTA.

7. *Year*—A year shall be defined as one hundred twenty (120) days of active service and/or paid leave of absence.

F. Labor Management Committee

1. On the first Monday of each month or on another day each month that is mutually agreeable and after the regularly scheduled school day, the Superintendent and up to two (2) other individuals of his/her choice shall meet with the President and up to two (2) other members of the NFCTA of his/her choice to discuss matters pertaining to the implementation of the contract and matters pertaining to representation of the bargaining unit. The NFCTA and/or the Superintendent shall provide an agenda(s) in advance.

2. On the second Monday of each month or on another day each month that is mutually agreeable, and after the regularly scheduled school day, the principal at each building shall meet with the NFCTA Building Committee of no more than three (3) to discuss building level problems or concerns. The NFCTA and/or the principal shall provide an agenda(s) in advance.

3. These meetings shall not be construed as negotiations under the provisions of Article II of the master agreement.

ARTICLE 2—NEGOTIATIONS PROCEDURES

A. Negotiable Matters

Negotiable matters will be all matters pertaining to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this agreement.

B. Notice to Negotiate

Requests to open negotiations shall be in writing on the proper State Employment Relations Board (SERB) form and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the President of the Union, and Union requests shall be directed to the Superintendent. A copy of said request shall be filed with SERB by the initiating party.

C. Meetings

Upon the written request of the Union or the Board made no sooner than one hundred twenty (120) days before expiration of this agreement, the designated representatives shall call for an initial meeting of the negotiating teams to take place no later than fifteen (15) calendar days from initial written request. The purpose of this initial meeting will be to exchange proposals and discuss agenda items. Thereafter, negotiation meetings shall be held at such times and places as are agreed to by the members of the negotiating teams. All meetings shall be closed to the press and public, and all meetings shall be scheduled at reasonable intervals, places and times so as to avoid conflict and interference with school and employment schedules.

1. The first bargaining session shall be held for the exchange of fully written proposals to be negotiated and shall establish dates for future sessions.

2. Once packages are submitted by both parties, no new items shall be added during the bargaining period unless mutually agreed to by the Union and the Board bargaining teams.

3. All present language, unless deleted or modified, will be incorporated into a successor agreement at such time a successor agreement is ratified and approved.

D. Negotiating Teams

The Board and the NFCTA each may have up to four (4) representatives and two (2) observers at each negotiating meeting. Each party is free to select its own representatives and observers provided that the Union's team shall not have more than one (1) representative who is not a unit member, and the Board's team shall not have more than one (1) representative who is not an administrator, Board member or the Treasurer of the Newton Falls Exempted Village School District.

1. While no final agreement shall be executed without ratification by the NFCTA and the Board, the parties will mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams, and in executive session. In addition to said teams, each party shall be authorized to admit no more than two (2) observers to each meeting. Such observers shall be without the right to speak or communicate to either party.

2. The parties may call upon professional and lay consultants. Such consultants may be used to the discretion of the negotiators. The expense of such consultants shall be borne by the party requesting them.

E. While Negotiations are in Process

1. *Progress Reports*—Periodic written progress reports may be issued to the public once impasse is declared.

2. *Reporting*—During the period of consideration interim reports of the progress may be made to the union by its representatives and to the Board by its representatives. Any information derived from such reports shall not be disclosed to the general public.

3. *Tape Recording*—No tape recorders or mechanical recording devices shall be permitted in any negotiating session.

4. *Exchange of Information*—Prior to and during negotiations the parties agree to furnish, upon written request and within a reasonable time, available information in such form as it may exist concerning the financial status of the school district and concerning other matters which are being negotiated.

5. *Caucus*—Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

6. *Length*—Negotiation meetings shall not exceed two (2) hours in length, unless extended by mutual agreement.

F. Agreement

1. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.

2. Final agreement reached through negotiations shall be reduced to writing and submitted to bargaining unit members by the Union for approval, and all of the NFCTA negotiators shall recommend and urge approval. Upon approval by the bargaining unit represented by the Union, the agreement shall be submitted to the Board for approval and all of the Board's negotiators shall recommend and urge approval. If approved by

both parties, the agreement shall be signed on behalf of the parties and shall be adopted in resolution form as the mutual contract of the Board and the Union.

G. Disagreement

1. *Mediation*—In the event that agreement is not reached in forty-five (45) calendar days from the first bargaining session on a matter or matters being negotiated, either party may request that the Federal Mediation and Conciliation Service (FMCS) or the State Employee Relations Board (SERB) to provide a mediator to facilitate bargaining. If mediation does not result in the parties reaching agreement, the Association may exercise its rights as established in Ohio Revised Code 4117.

2. *Cost of Mediation*—The cost of mediation, if any, shall be shared equally by the Board and the Association.

ARTICLE 3—GENERAL PROVISIONS

A. Unit Member Fair Dismissal

1. No unit member shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, or transferred, without just cause and compliance with applicable provisions of this contract. No unit member shall be deprived of any professional advantage without good cause. A unit member may be terminated, in keeping with the provisions of ORC 3319.16, for good and just cause.

2. Discipline Other Than Termination

   In lieu of the procedures set forth below, the Superintendent and Association President may meet to discuss the allegations against the employee and agree on a different procedure for investigating and imposing discipline. Such agreement shall not create a binding precedent for future discipline.

   Prior to discipline being imposed, the employee shall receive written notice directing the employee to attend a meeting to discuss the possible discipline.

   An administrator may remind a unit member of the Board's policies, administrative regulations, the provisions of this agreement, and/or state/federal law without implementing any of the disciplinary provisions herein.

   a. Verbal Warning: A verbal warning may be memorialized in writing and placed in the employee's personnel file. The document shall indicate that it represents a verbal warning.

   b. Written Reprimand: A written reprimand will indicate that it is a written reprimand and state the conduct for which the employee is being disciplined.

c. Suspension:

i. The Superintendent may suspend an employee without pay for up to ten (10) work days.

ii. In the case of suspension of ten (10) work days or less, the Superintendent shall provide a written notice including the reason(s) and effective date(s) of suspension.

d. If any grievance is filed because of a suspension without pay, it shall be initiated at Step III of the grievance procedure within ten (10) working days of the date of the notice from the Superintendent. Failure to initiate at Step III within ten (10) working days shall result in a waiver of the right of the employee to appeal the suspension. All other grievances of disciplinary action shall be filed at the level of the administrator issuing the disciplinary action.

3. The unit member being disciplined shall have the right to request representation at any meeting/hearing associated with the discipline.

4. Any verbal warning memorialized in writing, letter of reprimand or notice of suspension must be given to the unit member prior to placement in the unit member's file. The unit member will be given the opportunity to sign the document attesting that he/she has had the opportunity to read it but not attesting to its accuracy. If the unit member does not sign the document, the NFCTA building representative shall.

5. One copy of any such document will be given to the charged unit member. One copy will be placed in his/her file and one copy shall be given to the NFCTA grievance chair.

B. Personnel Files

1. The Board shall maintain an official personnel file for all members of the bargaining unit in accordance with the Ohio Revised Code, Chapters 1347 and 149.

2. Such file shall contain the following:

a. Application

b. College Transcripts and Credentials

c. Certificates

d. Letters of Recommendation

e. Evaluations

f. Medical Information When Necessary

g. Other relevant and pertinent information to include: letters of recommendation/valor, reprimands and emergency phone numbers.

3. If a member files a request pursuant to the Revised Code disputing the accuracy, relevance, timeliness or completeness of information in such file, any grievance then in progress concerning the accuracy, relevance, timeliness or completeness of the same information shall be held in abeyance until a determination of the request has been made.

4. The personnel file shall be maintained in a secure and private area.

   Members of the Administration and Board authorized to use the personnel files shall be limited to those Administrators and Board who have responsibilities directly related to the unit member concerned.

5. Unit members shall be given written notice when materials are placed in such file. Notice shall not be required when such material is submitted by the unit member or the materials are required to be placed in the file by law or regulation.

   Such inclusions shall be dated and initiated by the Administrator placing information in the file. Letters of reference and recommendations shall not be retained in the personnel files or maintained by the Board for more than one (1) year.

6. Bargaining unit members shall have the right to examine their personnel file upon reasonable request and shall be entitled to a copy of any item contained therein.

7. A representative of a unit member shall be given access to the personnel file of said member, upon presentation of written authorization from the unit member, utilizing an administrative form to be maintained by the Superintendent, including the signature of said unit member.

8. At the discretion of the Superintendent, the review of such file shall be in the presence of the Superintendent or his/her designee.

9. Whenever an item is to be placed in a bargaining unit member's file, he/she shall have the right to examine the item and shall have the right to place a response or rebuttal to the item in the file.

   It shall be the responsibility of the administrator making an adverse inclusion to a unit member's personnel file to advise the affected unit member of appropriate corrective action to be taken.

   The affected unit member shall have the right to reply by written statement to any adverse inclusion to the unit member's personnel file. This written statement shall be attached to the filed copy.

10. No anonymous materials shall be placed in any bargaining unit member's file.

11. No material shall be removed from the file except upon order of a court of competent jurisdiction, an award of an arbitrator, or the mutual agreement of the unit member and the Superintendent or his/her designee.

12. Costs for copies or items in the unit member's file requested by or on behalf of the unit member shall be paid by the unit member.

13. Whenever anyone requests to see the personnel file of a unit member, other than appropriate school officials or their representatives, the following procedures shall be followed:

    a. The administrator in charge of the proper maintenance of the personnel files shall not permit the files to be seen except in accordance with O.R.C. §149.43 and Chapter 1347 of the Ohio Revised Code. For this purpose, the administrator shall take measures allowed by law to redact protected information, and to insure compliance with the law before releasing file information.

    b. The Administrator shall attempt to give a hand delivered written notice or e-mail to the unit members on the same day as his/her personnel file is viewed by anyone, except school officials or their representatives.

C. Non-Discriminatory

The Board shall administer its prerogatives without regard to race, color, creed, national origin, sex, marital status, age, academic assignment or membership or non-membership in the Union or other association.

D. No Reprisals

No reprisals shall be taken against a unit member by reason of their utilization of any procedure or activity provided for herein.

E. Use of Phones

All unit members have the right to reasonable use of the school telephone for school-related calls.

F. Duty-Free Lunch Period and Use of Free/Unassigned Time

Unit members may leave the building during duty-free lunch periods and at other unassigned times upon signing out at the unit member's appropriate office. A teacher may leave the building during planning time to perform professional tasks/duties. A teacher may not leave the building during planning time for personal matters, including but not limited to personal business or activities. The unit member must leave a place or phone number at which he/she can be reached if necessary. Whenever such unassigned time is at the end of the school day, the unit member must return to his/her building to sign in, indicating that

he/she returned at or before regular dismissal time. The staff is encouraged to use the unassigned time for such things as discussions with parents and/or students, meetings with colleagues when scheduling permits.

G. Classroom Discipline

The Administration recognizes and accepts its responsibility to give all reasonable support and assistance to unit members with respect to the maintenance of control and discipline in the classroom. However, the bargaining unit realizes that they too share equally in this responsibility and acknowledge that if there is not discipline within our schools that education cannot take place. In keeping with this philosophy, both parties agree that discipline procedures will be carried out pursuant to Sections 3319.41 and 3313.66 of the Ohio Revised Code.

ARTICLE 4—UNION FINANCIAL SECURITY

A. Service Fee

1. In recognition of the Union's services to the bargaining unit, all members of the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union. Bargaining unit members may either pay directly to the Union or by dues deduction made pursuant to a properly executed Payroll Deduction Authorization form delivered to the School Board. The payment of dues or a service fee is not a condition of employment; however, in this event, the bargaining unit member may be subject to a civil action by the Union for damages of said service fee.

2. To be included in all individual unit members' contracts executed after the effective date of this agreement:

   This contract is entered into by you and the School Board and is subject to the provisions of the Constitution and the Ohio Revised Code; applicable regulations of various state agencies, rules, regulations, and policies accepted by the School Board and, under its authority, administrative regulations and applicable provisions of the contract between the School Board and the Union. "The Master Contract negotiated between the Union and the Board is herein incorporated by reference. Any argument or dispute will be settled by the provisions established in the Master Contract or by provisions provided by law."

B. Union Dues

The Board agrees to deduct Union dues from the wages of unit members upon presentation to the Board of a written authorization individually executed by the unit members desiring the deduction. Dues are to be paid consistent with current practice.

C. Indemnification

The Association shall indemnify the Newton Falls Schools, the Board of Education, Treasurer, their agents and assigns, and hold them harmless against any and all claims, demands, suits, or other forms of liability, including legal fees and expenses, that may arise out of or by reason of action taken by the Newton Falls Schools for the purpose of complying with any of the provisions of this Article, or in reliance on any lists, notices of assignments furnished under any of such provisions.

ARTICLE 5—GRIEVANCE PROCEDURE

A. General Provisions

1. A *grievance* is a complaint involving the alleged violation, misinterpretation or misapplication of the negotiated agreement between the Association and the Board.

2. A *grievant* is a unit member or group of unit members in the bargaining unit or the Association alleging a violation, misinterpretation or misapplication of the negotiated agreement. A grievance alleged by a group, class action, which has arisen out of circumstances affecting each member of said group, may be filed by the Association.

3. A *day* shall be defined as a regularly scheduled workday, Monday through Friday, excluding holidays, program closing days, shut down days, and weekends.

4. If the grievant does not file a grievance within twenty (20) days of the date on which the grievant knew or should have known of the occurrence of the act or condition on which the grievance is based, then the grievance shall be considered waived.

5. Any grievance not appealed from the written disposition of the Board's representatives in any of the steps of the grievance procedure within the times and in the manner specified herein shall be considered as having been accepted by the unit member and the Association on the basis of the disposition last made and shall not be eligible for further appeal.

6. If any representative of the Board fails to meet the time requirements in any of the steps of the grievance procedure as specified herein, then the grievance is automatically forwarded to the next step in the grievance procedure.

7. Time limits within this provision shall be considered a maximum unless mutual written agreement to extension by the parties is made.

8. At each formal level, either party may have representation of his/her choice.

B. Informal Procedure

Any grievance shall be discussed between the grievant's appropriate supervisor, the grievant and a Union representative, before it is filed in writing in order to seek a mutually agreeable and/or equitable solution to the grievance.

For the purpose of the grievance procedure, "appropriate supervisor" shall be defined as the lowest level administrator having the authority to resolve the grievance.

C. Formal Procedure

Step.I

If the grievance is not resolved within ten (10) working days after the informal level step above, the grievant must submit a formal grievance form with a written explanation of the grievance, citing the specific relief sought to the appropriate supervisor. Within ten (10) working days after receipt of the form, the appropriate supervisor shall meet with the grievant. The appropriate supervisor shall write a disposition of the grievance and return a copy to the grievant, the Association/designee, and the Superintendent/designee within ten (10) working days after such meeting.

Step.II

If the grievant is not satisfied with the written disposition at Step I, the grievant may appeal the grievance by scheduling a meeting with the Superintendent/designee within ten (10) working days after receipt of the Step I written disposition by submitting a grievance report form which shall include a written explanation of the grievance citing the specific section of the contract that has been violated and the relief sought. The meeting will be held within ten (10) working days of the Superintendent/designee's receipt of the appeal from Step I. The Superintendent/designee shall write a disposition of the grievance within ten (10) working days after such meeting and return a copy to the grievant, appropriate supervisor, President of the Board of Education, and the Association/designee.

Step III

If the grievant is not satisfied with the Superintendent/designee's decision, he/she may appeal to the Board of Education. The written notice of appeal shall be filed with the Treasurer of the Board of Education not later than ten (10) working days after receipt of the Superintendent/designee's decision. Included in the grievant's appeal will be the formal grievance description and the relief sought. The Board of Education will meet with the grievant in executive session unless required otherwise by law at the next regularly scheduled Board meeting, unless the next regularly scheduled Board meeting is within five (5) days of the date of the appeal of the grievance to the Board level. In such case, the appeal will be heard at the second regular meeting of the Board following the date of the appeal of the grievance to the Board level. However, by mutual agreement, the parties may have the appeal heard at the Board meeting held within the five (5) days after the date of the appeal of the grievance to the Board level. Within ten (10) working days after hearing

the grievance, the Board of Education will issue a written decision to the grievant, the Association/designee, Superintendent/designee, and the appropriate supervisor involved.

Step IV

Binding Arbitration

1. If the grievant is not satisfied with the disposition rendered by the Superintendent/designee in Step II, and the disposition rendered by the Board in Step III, then the Association may appeal the grievance to binding arbitration by submitting a request for arbitration to the Federal Mediation and Conciliation Service (FMCS) within ten (10) working days of the Board's response. The request for arbitration shall specify the act or condition upon which the grievance is based, the names and addresses of the parties to this agreement, and a copy of the grievance as filed, the relief sought, and the disposition(s) to date to the grievance.

2. Copies of the request for arbitration will be mailed to the FMCS and the Superintendent/designee or hand delivered with date of receipt noted.

3. The arbitrator shall be selected from a list supplied by the FMCS. The arbitrator shall be selected using the alternate strike procedure. Either party may request a second list. All other procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the FMCS.

4. The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit agreed to by the arbitrator in accordance with the rules and regulations of the FMCS. The decision of the arbitrator will be binding on all parties.

5. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provisions of the agreement, nor shall he/she make any decisions contrary to law.

6. The costs of the arbitrator shall be paid by the losing party or as directed by the arbitrator in a split decision. Each party shall bear the full cost for its representation in the arbitration proceedings.

D. Other Procedural Terms

1. Copies of documents, communications, and records pertaining to a grievance shall be placed in the confidential file of the Treasurer of the Board and President of the Association and shall not become a part of the unit member's personnel file other than the action taken as a result of the decision and award of the arbitrator.

2. Unit members shall have the right to process a grievance and be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal.

3. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

4. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

5. Transcripts—Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.

6. A grievance shall be filed only by the grievant, which may be an individual unit member, a class of unit members, or the Association. Grievances arising out of the same or similar circumstances affecting more than one (1) unit member may be filed as a class action grievance.

7. Any time limits specified herein may be shortened or extended by written agreement of the parties.

8. When the stipulated time limits are not met by the administration, the grievant shall have the right to appeal the grievance to the next level of this procedure.

9. If the grievance arises from the actions of an authority other than the appropriate supervisor or is concerned with system wide practices in violation of this agreement, it may be submitted at Step II of this procedure.

10. Upon appeal, all documents and records accumulated at each level will be forwarded for consideration at the next higher level.

11. The administration and the grievant shall furnish such relevant and specified available information as is requested and necessary by either party for the processing of a grievance.

12. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

13. The grievant shall have the right to an Association representative at all Steps. To the extent practical, hearings will be scheduled to avoid conflict with work schedules. Arbitration hearings shall be held at a mutually agreed time and place. If attendance is required, unit members will not be docked.

E. No Reprisal

No reprisals of any kind shall be taken against any party or any member of the bargaining unit for having utilized his/her rights under this grievance procedure. Similarly, no member

of the bargaining unit shall be subjected to any harassment or discipline on account of testimony offered during the course of any stage of the grievance procedure.

F. Rights to Representation

Both parties have the right to legal counsel at all levels of the procedure beginning at Step II at the party's own expense.

ARTICLE 6—UNION RIGHTS

A. Facilities

The School District will make available facilities of the School District for meeting purposes to the Union. No fees will be charged for such use unless custodial overtime is incurred as part of facility use. Union meetings should not interfere with the performance of the professional duties assigned to staff members of the School District.

B. Visit Buildings

Duly authorized representatives of the Union shall be free to visit all buildings for Union business in accordance with established school procedures.

C. Rights

The Union shall be entitled to:

1. The use of bulletin boards used for staff information to the exclusion of any other rival union or employee organization.

2. Time at the end of each faculty meeting for Union announcements and Union items.

3. Distribution of bulletins to unit members according to normal school procedure(s).

4. The agenda of the Board of Education (two (2) copies), minutes of each Board of Education official meeting (one (1) copy), and monthly and year-to-date financial reports.

5. One (1) copy of all documents prepared by the Board or received by the Board from State or Federal Agencies regarding finances, instructional programs, staffing, or as otherwise may relate to benefits and conditions of employment of bargaining unit members, that are matters of public record when requested.

6. An opportunity to make a presentation to the Board.

7. The use of mailboxes to the exclusion of any other rival union or employee organization.

8. The use of equipment located within the building for Union business provided that such use does not conflict with school business. All consumable materials used with the equipment shall be provided by the Union. Any cost for repairs which result from the Union's use will be paid by the Union.

9. A copy of current Board policy to be provided at no cost to the Union. It shall be the responsibility of the Union President to maintain said policy book as policies are revised and new ones developed.

D. Dues Deductions

1. Deduction of yearly Union dues and/or fees shall be authorized for payroll deduction to the Treasurer of the school by the unit members for the following:

    a. Local Association and its affiliates.

    b. Annuities.

    c. Credit Union.

    d. COPE, according to ORC 3313.262.

    e. United Way.

2. No later than October 5, annually, a list of the bargaining unit members requesting standard payroll deductions or continuous payroll deductions for membership in the Union shall be submitted to the Treasurer.

3. The President of the Union, shall by September annually, certify to the Treasurer of the Board, the amount of annual dues deduction for the ensuing school year.

4. Dues deductions shall be made in equal payments beginning in November and ending in the last pay of June annually.

5. The Board agrees to honor continuous dues deduction authorizations executed in accord with this Article. Such authorization may be revoked only in writing, with such revocation received by the Office of the Treasurer during the period of September 1 through September 15 each year.

6. All monies from union memberships shall be remitted to the Union's Treasurer in a timely manner.

ARTICLE 7—MANAGEMENT RIGHTS

The Board of Education of the Newton Falls Exempted Village Schools reserves unto itself, without limitation, all rights not restricted by the specific written terms of this contract.

ARTICLE 8—LEAVES OF ABSENCE

A. General

Leaves of absence shall be granted in accordance with the following provisions. If the provisions, hereinafter, provide a unit member with more than one (1) option as to which leave may be used, the unit member may apply for and may be granted the leave which is most beneficial to his/her circumstances.

B. Unpaid Leave of Absence or Illness Disability

1. All unit members may be entitled to an unpaid leave of absence for one (1) calendar year upon request. The Board shall grant the leave upon recommendation of the Superintendent. An unpaid leave for illness or other disability that is verified by a physician will be approved for the duration requested, in accordance with O.R.C. §3319.13.

2. Any unit member on unpaid leave of absence shall be permitted to participate in the group insurance programs by reimbursing the Board for premium costs.

3. The Board may require that the unpaid leave expire at the end of a school year or a semester and may grant an extension of the original leave of up to one (1) additional school year.

4. All unit members on unpaid leave of absence must submit to the Superintendent, in writing, their intentions regarding their return to work no later than one (1) month prior to the date their leave expires. Failure to do so will result in the unit member's forfeiture of the right to return to his/her position.

5. Employment of a teacher because of a leave of absence shall automatically terminate upon the return to duty of the unit member whom he/she were employed to replace, or at the end of the school year in which he/she was employed, whichever comes first. Such termination is automatic, without the need for any further notice or action by the Board. The provisions in this agreement relating to evaluation and non-renewal do not apply to such teachers. The provisions of Ohio Revised Code 3319.11 and 3319.111 do not apply to such teachers.

C. Sick Leave

1. Unit members unable to work due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness or injury in the immediate family, shall be granted sick leave in compliance with Section 3319.141 of the Ohio Revised Code. Sick leave shall also be granted due to the death of members of the family not covered by Bereavement Leave, Article VIII, Section G., but covered under Article VIII, Sick Leave, 3. Immediate Family.

2. *Annual Allowance*—All unit members new to the profession in the Newton Falls Schools shall be granted five (5) sick leave days as of the first official day of the school year. Each unit member is entitled to fifteen (15) days of sick leave per year, accumulated at the rate of one and one-fourth (1-1/4) days for each completed month of the year.

   Each newly hired regular nonteaching and each regular teaching employee of any board of education who has exhausted the employee's accumulated sick leave shall be entitled to an advancement of not less than five days of sick leave each year, as authorized by rules which each board shall adopt, to be charged against the sick leave the employee subsequently accumulates under this section, per ORC Section 3319.141.

3. *Immediate Family*—For the purposes of this Agreement, including but not limited to sick leave, bereavement leave, and other employment-related benefits, the term "immediate family" shall include the following: a spouse or partner; children, including biological, adopted, stepchildren, or legal wards under the care of the employee; parents, including biological, adoptive, step-parents, or legal guardians who acted as parents during the employee's minority; and siblings, including biological, adoptive, or step-siblings. Additionally, it encompasses the employee's or their spouse's grandparents and grandchildren, as well as the employee's mother-in-law, father-in-law, son-in-law, and daughter-in-law. It further extends to nieces, nephews, uncles, aunts, and any other dependent person residing in the employee's household.

   For the purposes of leave provisions, the term "immediate family" shall be interpreted in accordance with Ohio Revised Code.§ 124.38 and Ohio Revised Code.§ 3319.141, as well as any applicable Board policies. Any disputes regarding the application of this definition shall be subject to review through the grievance procedure outlined in this Agreement.

4. *Accumulated Sick Leave*—The maximum number of accumulated sick time for certified employees shall be 308 days, according to Board Policy po1432.

5. In the event that unit members exhaust their sick leave accumulation and are still unable to work, the Board shall grant an unpaid leave of absence up to two (2) years in duration. The unit member, however, could not return until the beginning of the next full semester following their recovery.

6. The District and the Union agree to implement an annual attendance incentive program for all eligible employees covered under this contract. This program shall provide financial incentives based on the employee's use of sick and personal leave, subject to the following terms and conditions:

   Annual Sick and Personal Leave Incentive:

   a. Employees who use zero (0) sick days during the school year shall receive a payment of three hundred seventy-five dollars ($375).

b. Employees who use one (1) sick day during the school year shall receive a payment of two hundred fifty dollars ($250).
c. Employees who use two (2) sick days during the school year shall receive a payment of one hundred twenty-five dollars ($125).
d. The same incentive structure shall apply to personal leave usage.

Payout and Banking of Personal Leave:

a. The incentive payments described above shall be issued annually in June.
b. Employees may elect to either receive payment for unused personal leave or bank it for future use.
c. Banked personal leave may be applied retroactively to offset sick leave usage for purposes of determining severance payout.

Eligibility and Administration:

a. Only employees in active service for the entire school year shall be eligible for the incentive payments.
b. Leave taken under legally protected provisions (e.g., FMLA, workers' compensation) shall be counted against an employee for purposes of this incentive.
c. The District shall be responsible for administering the incentive program and ensuring compliance with this agreement.

7. If the Superintendent suspects falsification or a pattern or practice of abuse, the Superintendent shall discuss his/her concerns with the Association President, who will be given the opportunity to discuss the issue with the Bargaining Unit Member. If the Association President declines to discuss the matter with the Bargaining Unit Member, or if after the discussion, the Superintendent continues to suspect falsification or a pattern or practice of abuse, if requested by the Superintendent or designee, the Bargaining Unit Member shall be required to furnish a signed written statement stating the reason for the use of sick leave including the name and address of the attending physician, if any.

D. Family Medical Leave

A bargaining unit member shall have the right to family and medical leave in accordance with federal law.

For the purpose of family and medical leave, the twelve (12) weeks as allowed under the law shall commence for each individual unit member with the first day of use by the unit member.

A unit member who wishes to use family and medical leave shall notify the administration, in writing, in advance. When advance notice is not practical, the unit member shall notify the administration as soon as possible. Such notification shall not be unreasonably delayed.

E. Jury Duty/Court Leave

Unit members shall be granted court or jury duty leave during normal working hours, provided, however, that they are served with a lawfully issued subpoena for such court or jury duty. There shall be no financial penalty attached to such service in any way, except that it be the understanding that whatever amount is earned in such capacity be returned to the Board, and that such unit members be paid their regular salary by the Board.

F. Personal Leave

1. Members of the bargaining unit shall be entitled to three (3) days of unrestricted personal leave.

2. Requests for personal leave shall be made on the prescribed form. Except in emergencies, requests shall be submitted to the Superintendent/designee not later than three (3) days prior to requested date of use. The prescribed form shall require the unit member to certify by signature that the leave was used in accordance with this procedure.

3. Personal leave shall be granted in one-half (1/2) or one (1) day increments only.

4. Personal leave shall not be granted on the day before or the day after Thanksgiving or Christmas break, or the Friday before or the day after Memorial Day, or during parent conferences, except when such absence is not under the unit member's control as reasonably determined by the Superintendent. Personal leave shall also not be used to work another paying job, including self-employment. During the month of May and June, no more than three (3) unit members may be on personal leave per day in grades 7-12, and no more than three (3) per day in grades K-6, unless the restriction is waived by the Superintendent.

5. Unit members with less than 200 accumulated unused sick leave days shall have any unused personal leave days added to their sick leave accumulation in June after the last day of work for the individual teacher.

G. Bereavement Leave

Members of the bargaining unit shall be granted up to three (3) days of bereavement leave for a member of the unit member's immediate family.

For the purposes of this Agreement, including but not limited to sick leave, bereavement leave, and other employment-related benefits, the term "immediate family" shall include the following: a spouse or partner; children, including biological, adopted, stepchildren, or legal wards under the care of the employee; parents, including biological, adoptive, step-parents, or legal guardians who acted as parents during the employee's minority; and siblings, including biological, adoptive, or step-siblings. Additionally, it encompasses the employee's or their spouse's grandparents and grandchildren, as well as the employee's mother-in-law, father-in-law, son-in-law, and daughter-in-law. It further extends to nieces,

nephews, uncles, aunts, and any other dependent person residing in the employee's household.

For the purposes of leave provisions, the term "immediate family" shall be interpreted in accordance with Ohio Revised Code § 124.38 and Ohio Revised Code § 3319.141, as well as any applicable Board policies. Any disputes regarding the application of this definition shall be subject to review through the grievance procedure outlined in this Agreement.

Personal days shall be required for bereavement for deaths of others, not included in the immediate family list above, and not covered under Article 8, Sick Leave.

An obituary notice may be required.

H. Maternity/Adoption/Paternity Leave

Any unit member who is pregnant may elect to use her accumulated sick leave and/or maternity leave without pay upon written request. Maternity or adoption leave shall be granted upon written request of the unit member under the following conditions:

1. Requests for maternity or adoption leave shall be filed with the Superintendent's office at least eight (8) weeks prior to the beginning of the requested leave.

2. Leave shall extend through the remainder of the school contract year in which delivery occurs (or for a shorter period at the request of the unit member); and upon request of the unit member, leave may be extended for an additional school year.

3. Requests for reinstatement shall be directed to the Superintendent's office not later than one month prior to the date on which the unit member elects to return.

4. Upon return to work, the unit member shall be assigned the position held immediately prior to the start of the leave.

5. Paternity leave without pay shall be granted at the request of a unit member who has fathered or adopted a child in accordance with the above provisions.

6. While on leave, the unit member shall be subject to the provisions of Article 12, Reduction in Force.

I. Unit Member Injury Leave (While at Work)

1. It is fully understood that a unit member injured in the course of employment as a member of the Workers' Compensation Fund has a right to file a claim with the State for reimbursement of hospital and doctor bills and will be properly and promptly assisted by a member of the administrative staff.

2. A unit member temporarily disabled as a result of physical injury shall be returned to the same position as held at the time of the incident, or shall be transferred to the first

available teaching position carrying equivalent pay and equivalent professional duties for which the unit member is certified, if the unit member so desires.

J. Assault Leave

1. It is fully understood that a unit member attacked in the course of employment as a member of the Workers' Compensation Fund has a right to file a claim with the State for reimbursement of hospital and doctor bills and will be properly and promptly assisted by a member of the administrative staff.

2. A unit member injured by assault and/or battery while performing school duties, or on school premises during the school day, shall be compensated at his/her regular rate of salary without forfeiture of accumulated sick leave. The salary shall be reduced by the amount of Workers' Compensation received by the unit member. This provision shall be in effect for one (1) year and only if the unit member so injured presents proper written proof to the Superintendent that he/she is under the care of a physician for such injury. In the event the Board requires further proof, the Board may have the unit member examined at the Board's expense by a physician of the Board's choice. If the medical reports substantially differ, the question of continued salary may be submitted for arbitration.

3. If court action results, said unit member shall be granted leave of his/her professional duties with no loss of pay for the necessary time in court.

4. A unit member temporarily disabled as a result of physical assault shall be returned to the same position as held at the time of the incident.

5. While on leave, the unit member shall be subject to the provisions of Article 12, Reduction in Force.

K. Sabbatical Leave

1. The Board, upon the recommendation of the Superintendent of Schools, shall grant a sabbatical leave to qualified personnel for the purpose of study, travel and such other purposes as may be approved by the Board. A unit member on sabbatical leave shall receive the scheduled increments and/or adjustments in salary the same as he/she would have received were he/she occupying his/her regular assignment. The leave shall not exceed two (2) semesters. The number of persons given sabbatical leave in any year shall not exceed two percent (2%) of the total number of unit members.

2. The Board shall make all necessary contributions to the S.T.R.S. that are required to grant the unit member on sabbatical leave a complete (1 year) year of service credit for the year in which the unit member was on leave.

L. Professional Growth Leave

Professional leave is any absence from duty for the purpose of:

1. Attending a professional meeting, workshop, or clinic;

2. Observing an educational program, exhibit, performance or process;

3. Participating in an educational study, discussion or conference which could be expected to improve the competence of the unit member in his/her assigned area of work; or

4. Rendering a service to the School District through application of the knowledge gained through professional growth leave.

5. Attendance at clinics shall be only upon the approval of the Superintendent.

Unit members may be granted leave with pay to attend such functions subject to Board approval and the availability of funds. Reimbursement for expenses incurred shall be at the Board's discretion.

The lack of such money available for reimbursement shall not prevent a unit member from participating in professional growth leave if he/she agrees, in advance, that there will be no reimbursement for expenses.

It is understood that when unit members are required to attend such meetings as part of his/her job duties, such days shall not be considered as part of the professional growth leave.

Expenses incurred for attendance at professional growth programs as provided by a grant shall be paid for from grant funds. Expenses incurred for attendance at meetings, workshops, events, etc., which are related to athletics, shall be paid for from the athletic fund. Reimbursement of expenses for attendance at such grant or athletic related programs shall depend upon the availability of such grant or athletic funds.

Requests for such leave must be made in writing to the Superintendent at least five (5) days before the Board meeting immediately preceding the date of the leave, whenever possible.

M. Benefits While on Leave

No benefits that incur an expense to the Board will be granted to a unit member while on a leave of absence without pay except as otherwise provided in the contract. Unit members on approved leave of absence without pay may continue insurance benefits included in this contract provided that the approved group benefit premium is made to the Treasurer during the first full week of each month.

N. Association Leave

The NFCTA is granted leave for its delegates to attend meetings and conventions of the OFT, AFT, and AFL-CIO. The NFCTA shall be responsible for the pay of all substitute teachers and for each delegate's expenses. Notice shall be given to the building principal

at least one (1) month in advance of the convention. The NFCTA wishes to have representation from each building and will attempt to select representatives in that fashion. A maximum of two (2) delegates may use three (3) workdays per school year. Any additional delegates thereafter may use a maximum of two (2) workdays per school year.

ARTICLE 9—SENIORITY

A. Seniority Defined

Seniority shall mean the length of continuous employment in the NFCTA bargaining unit position as follows:

1. Seniority shall begin to accrue from the date of the Board meeting at which the unit member was hired.

2. Seniority shall accrue for the entire time a unit member is on active pay status or is receiving Workers' Compensation benefits.

3. Time spent on inactive pay status (unpaid leave) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

4. Full-time unit members shall accrue one (1) year of seniority for each year worked as determined by the full-time standard as defined by this contract in Article I, Sections B. and E.

5. Part-time unit members shall accrue seniority pro-rated against the minimal full-time standard as defined by this contract in Article I, Sections B. and E. (e.g., two (2) half-time years equal one (1) full year.)

6. No unit member shall accrue more than one (1) year of seniority in any work year.

B. Seniority Tie Breakers

1. A tie in seniority shall occur when two (2) or more unit members have the same amount of seniority credit as determined by the seniority list.

2. Ties in seniority shall be broken by the following method to determine the most senior unit member. If two (2) or more unit members have the same length of continuous service, seniority will be determined by:

    a. the date of the Board meeting at which the unit member was hired, and then by;

    b. the date the unit member signed his/her initial employment contract in the District, and then by;

c. any remaining ties will be broken by lottery, with the most senior unit member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated union representative.

C. Loss of Seniority

Seniority shall be lost when a unit member retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board.

Any bargaining unit member who makes the choice to enter a non-bargaining unit position may re-enter the bargaining unit with no loss of seniority. However, such unit member shall not accrue additional seniority while in the non-bargaining unit position. Such individual shall, upon return to the bargaining unit, be placed on the Reduction in Force recall list.

D. Seniority List

The Board will provide to the NFCTA President a copy of the seniority list no later than November 1st of each year, which shall be the posting date.

The Board shall prepare a seniority list indicating, (by area of certification, license, or entry-level requirement) the date of employer resolution to hire, and the contract status (limited or continuing) of each unit member. Said list shall be provided to the Union President on or before the date of posting.

The names of unit members on the seniority list shall appear in seniority rank order within areas of certification, license or entry-level requirement, with the name of the most senior unit member appearing at the top of the listing and the name of the least senior unit member appearing at the bottom of the listing.

The names of unit members who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.

The names of part-time unit members shall appear on the seniority list but shall be listed separately from the names of full-time unit members.

E. Correction and Changes

Corrections shall be reported to the Superintendent within thirty (30) days after the posting. The Superintendent shall post a revised list within sixty (60) days after the original posting.

Changes in certification shall be effective upon the unit member filing proper verification. If this occurs beyond thirty (30) days after the initial posting of the seniority list, it may not appear on the posted seniority list, but will be the certification status of record and shall apply to all matters involving seniority.

Changes in contract status (receiving a continuing contract) shall be effective upon the unit member fulfilling statutory requirements. If this occurs beyond thirty (30) days after the initial posting, it may not be on the posted list, but will be the contract status of record and shall apply to all matters involving seniority.

Notification of corrections beyond the thirty (30) days after the initial posting of the seniority list, may not appear on the posted seniority list but will be the status of record and shall apply to all matters involving seniority.

F. Unit Member Information

The names, addresses, and building assignments of all new unit members shall be given to the NFCTA President as this information becomes available. All new unit members hired after November 1st may not appear on the initial seniority list, but will be added to any subsequent list.

ARTICLE 10—EMPLOYMENT PRACTICES

A. Notification of Assignment

1. No unit member shall be assigned to a teaching position for which he/she is not properly licensed/certificated.

2. A unit member's professional assignment shall contain the unit member's building and subject assignment(s) on the secondary level, and the building and grade level on the elementary level. Such notification shall be made no later than June 1st. Assignments can be changed from the previous year in accordance with the "transfers" section of this article.

3. When scheduling procedures make it necessary for a change to occur in a unit member's schedule, the assignment shall be given to the unit member with the least amount of seniority who is properly licensed/certificated.

4. Schedules of members of the unit who are assigned to more than one (1) building will be arranged so as to allow ample travel time and time to take care of clean-up in one building and set-up in the next building.

B. Vacancy

1. A vacancy is defined as any open position (instructional, and/or supplemental) which may be filled by a member of the bargaining unit and that the Superintendent intends to fill. No vacancy shall be permanently filled by a person outside the existing bargaining unit (on a full-time basis) until a reasonable effort is made to fill the position from within the existing bargaining unit. Any interest of the Superintendent not to fill a vacancy shall be discussed collaboratively with the NFCTA.

2. *Posting of Vacancy*—At the end of each school year, staff will be surveyed to determine their preference for a new position or reassignment within their teaching credentialed areas.

   Upon the occurrence of a job vacancy or new position, a notice of such position along with its certification requirements will be posted electronically via email and automated phone call to all staff members using the district's email distribution lists and posted externally to attract potential candidates.

   a. Description of job.

   b. Procedures for application.

      i. In order to provide unit members with an opportunity to apply for vacancies or new positions, current unit members shall have five (5) working days from the date of notice to apply for vacancies occurring during the regular school year, and August, and two (2) weeks to apply for vacancies occurring in the summer. If state or federal law or guidelines require a teacher to be highly qualified, only those persons who are highly qualified for the position may apply for it.

      ii. No position shall be filled until after the posting period.

   c. All vacancies which occur fifteen (15) or fewer days before the first day of school shall be filled in the following manner.

      i. The Superintendent will have the right to hire for the position a current unit member who has applied or hire an applicant who is not a current employee without posting the position. Annually, prior to May 30 of each year, the Board shall distribute a "Summer Filling of Vacancy Request Form" on which unit members may submit their request to be transferred to positions they list. If more than one position is desired, they are to be listed in priority order. The member shall be required to indicate their areas of certification/licensure at the time the request is submitted. When the Superintendent transfers a current employee, it shall be based on seniority with the most senior teacher having the right of first refusal.

      ii. The same process will be used to fill the position left vacant, if the Superintendent filled the previously vacant position with a current unit member. This process will be used until the first day of school. Any vacancies existing or occurring after the first day of school shall be filled according to the posting procedure set forth in this Article.

      iii. Whenever a new or vacant position is filled by transfer of a current unit member, the Superintendent may choose to effect "arena scheduling." This means that a notice shall be sent to unit members who have made a request for transfer stating the date, place, and time of the "arena scheduling," and that only those who are in attendance (or their designee) will be part of such scheduling.

C. Transfers

1. *General*—A unit member who wishes to transfer to a new building or wishes to be assigned to a new or different teaching position or grade level shall make the request to the Superintendent in writing.

   Such request may be made in response to a posted vacancy or may be made in advance of any vacancies. Such advance request shall be made on the appropriate form no later than May 20.

2. *Voluntary Transfer*—Whenever a vacancy occurs, or a new position is created, the Board shall do the following in the order listed:

   First: Those whose contracts have been suspended by way of "Reduction in Force," and who hold proper certification shall be recalled. However, a unit member with greater seniority may be transferred to the position as long as any such transfer does not result in the unit member on the recall list not being recalled.

   Second: A unit member who has requested a transfer to the position, shall be given the position. If two (2) or more unit members have requested a transfer to the same position, the unit member with the most system seniority shall be given the position, providing he/she holds proper certification.

   Third: The Board shall hire new staff.

3. *Change of Assignment*—Whenever a unit member or unit members who are rated as skilled or accomplished and who wish to change assignment, such shall be accomplished by the unit members involved switching positions. A notice of such switching shall be posted in each building so that if a more senior unit member wishes to participate in the switching, he/she shall have the right to replace one of the less senior unit members.

D. Promotion

Unit members regularly employed as part-time unit members shall be offered the opportunity to fill full-time vacancies (or vacancies offering work which provides greater time than their existing positions) whenever possible providing they are properly certificated. Part-time unit members will be promoted by seniority to the last open position.

E. Issuance of Contracts

All unit members employed by the Board shall be issued written contracts no later than June 1 of each work year for the following work year. Such contracts shall include at least the following information:

1. Name of teacher.

2. Tentative building assignment.

3. Type of contract (limited, continuing or supplemental), the number of years contract is to be in effect.

4. Annual compensation (schedule and step).

5. Basis of determining compensation (i.e., Classroom Unit Member—B.A. Degree—5 years of experience)

6. Unit member agreement that he/she shall abide by Board adopted policies as attached to a unit member's original employment contract. (Such policies shall not conflict with the provisions of the negotiated contract.)

7. Enumeration of all mandatory deductions shall be issued on an informational sheet provided to each bargaining unit member by the Treasurer no later than September 30 of each school year.

F. Supplemental Positions

1. *Supplemental Duties Defined*—Supplemental duties shall be defined as those duties which are performed during time in excess of the workday, workweek, work year, or in addition to the unit member's regular duties.

2. *Supplemental Contracts*—Unit members performing supplemental duties shall be issued written, individual, limited contracts that include:

   a. Duration of supplemental contract.

   b. Title of supplemental position.

   c. Amount of supplemental compensation or hourly rate by payment section.

   d. Supplemental job description.

3. *Filling Supplemental Positions*—

   a. Posting of vacancies in supplemental positions will be done in accordance with Article X, Section B., of this agreement.

   b. All bargaining unit members may apply for supplemental positions.

   c. The administration shall give due consideration to the professional background, attainments and qualifications of all applicants and shall grant each applicant an interview. If all applicants are equally qualified, then the job listing shall be granted according to seniority.

4. Acceptance of supplemental positions and acceptance of supplemental contracts shall be voluntary.

5. *Compensation*—Compensation for supplemental duties shall be paid in accordance with the Supplemental Differential Salary Schedules set forth in Appendix B of this contract.

6. *Non-Renewal of Supplemental Contracts*—The Board shall provide to the unit member written notice of its intent to non-renew the unit member's supplemental contract ten (10) days prior to the employer's action to non-renew the contract. Failure of the Board to provide timely notice of intent to non-renew or to act in a timely manner on the non-renewal of a supplemental contract shall result in the automatic renewal of the contract.

   A unit member's performance in a supplemental position shall not have an adverse effect on the unit member's regular employment contract.

7. *Bargaining Unit Status*—Notwithstanding Article I of this contract which defines the bargaining unit, only employees under a supplemental contract who also hold a teaching contract with the Newton Falls Board of Education shall be considered bargaining unit members with all duties, pay, and qualifications spelled out in the supplemental contract.

G. Continuing Contracts

The Newton Falls Board of Education will act on continuing contracts for unit members once each year at the April Board meeting.

Unit members shall be eligible for continuing contracts during any year of their multi-year contract providing they have met all the requirements of and are in compliance with Section 3319.11 of the Ohio Revised Code. The usual procedure is that unit members are recommended for a continuing contract by the building principal and Superintendent. This does not stand in lieu of 3319.11.

H. Rights of Representation

1. Members of the bargaining unit will have the right to be accompanied by a representative of their choice when meeting with an administrator, supervisor, or the Board for disciplinary purposes. Members of the bargaining unit will also have the right to be accompanied by a representative of their choice when the stated purpose of a meeting, conference, or hearing with an administrator, supervisor, or Board of Education is likely to result in disciplinary actions against the member. Also, during the course of discussions not initially of such disciplinary nature but which progresses to involve possible disciplinary actions against a bargaining unit member, the member shall have the right to recess the meeting until the bargaining unit member is able to secure a representative of the member's choice.

2. In no event shall a bargaining unit member recess a disciplinary meeting for more than three (3) workdays pending accompaniment of a representative of his or her choice unless mutually agreed to by the parties.

I. Local Professional Development Committee

The Board and Association mutually agree to abide by the terms stipulated by S.B. 230.

J. Hiring of Retired Teachers

Only teachers in the Newton Falls Public School District who retire while employed by the district may be rehired under these provisions.

1. Any teacher, who has at least five (5) years of service in the Newton Falls Local School District and who is interested in retiring and being re-employed in the district under a limited contract, shall apply by written letter to the Superintendent by February 1st immediately preceding the school year for which he/she wishes to be rehired.

2. The written request shall state the teacher's intention to retire, the position desired, and the number of years for which he/she desires to be reemployed not to exceed five (5) years. The terms and conditions of the teacher's limited contract will be determined by a mutual contractual agreement entered into between the teacher and the Board. The request must state that the teacher is willing to accept the conditions of reemployment stated herein. The only conditions that are negotiable are the number of years of the contract and the teacher's salary. The minimum salary the teacher will be paid is Step 5 of the lane of the salary schedule on which the retiring teacher was last paid. The contract shall automatically expire at the end of the stated term. No notice of nonrenewal is required. Retiree is not eligible for a continuing teaching contract regardless of years of employment with the Board.

3. A condition of acceptance by the Board of Education is that the teacher is to accept his/her first retirement check from the State Teachers Retirement System (STRS) by July 1st of that year of the request.

4. The teacher shall provide a copy of his/her most current STRS service statement with the application. The Superintendent shall notify the teacher in writing by May 1st whether the Superintendent will recommend to the Board that the teacher be rehired. The decision to recommend rehiring shall be at the Superintendent's discretion and shall not be subject to challenge or grievance. However, the teacher cannot be employed by the Board until after the procedures set forth in O.R.C. §3307.353 have been followed. No posting of the position shall be required under Article X, Section C of the Agreement if the teacher is re-employed in the same position that he/she held prior to retirement. If the teacher is to be rehired for any other position, the position must first be offered to a teacher who desires to transfer to that position.

5. Unless otherwise agreed the starting date of all retired Newton Falls teachers will be the first day of the new school year.

6. The retired Newton Falls School District teacher employed by the Board shall be subject to all of the provisions of the negotiated contract except as follows:

   a. To be eligible for employment, the teacher must have accepted severance pay, and eliminated his/her sick leave upon retirement from the Newton Falls Local School District.

   b. The retired teacher may not displace a current bargaining unit member.

   c. The retired teacher shall be subject to the evaluation procedure set forth in Article XI of the negotiated contract. However, the retired teacher has no right to an evaluation as a precondition to the automatic expiration of his/her limited contract.

   d. The teacher shall accumulate and may use sick leave in accordance with Article VIII of the negotiated contract, but is not entitled to a second severance pay under Article XV, Section E of the negotiated contract.

   e. The retired teacher shall not carry over sick leave from year to year, and will start each year of employment with zero accumulation. However, he/she may request an advancement of five (5) days of sick leave that will be reimbursed by the time of the retired teacher's separation from employment.

   f. The retired teacher shall not be entitled to participate in the insurance benefits provided to bargaining unit members under Article XIV, except that a retired teacher may participate in the Life, Dental, and Vision insurance benefits at his/her expense to the extent such benefits are not available through the State Teachers Retirement System (STRS).

   g. The retired teacher shall always have zero years of seniority.

   h. The Board and the Association expressly intend this section of the Agreement to supersede the provisions of O.R.C. §§3317.13, 3317.14, 3319.11, 3319.111, 3319.141, 3319.17, and all other applicable laws that are in conflict with the provisions of this section.

ARTICLE 11—EVALUATION

For the purposes of teacher evaluation, the District shall adhere to the guidelines and format outlined in the Ohio Teacher Evaluation System 2.0 (OTES 2.0), as established by the Ohio Department of Education and Workforce. All evaluations shall be conducted in accordance with the criteria, procedures, and timelines set forth in OTES 2.0 to ensure consistency, fairness, and compliance with state standards.

ARTICLE 12—REDUCTION IN FORCE

If the Board determines that it is necessary to reduce the number of bargaining unit positions under reasons outlined in O.R.C. 3319.17, or for financial reasons, then the following procedures shall apply:

A. The Board shall notify the Union President in writing that a reduction is necessary. Prior to implementing a reduction in force, the Board's designee will meet with a committee of the NFCTA if requested by the NFCTA. The NFCTA must make the request within ten (10) school days of receiving the notice. Following the request, the Superintendent and a committee will meet with an NFCTA committee to discuss the reason for the contemplated reduction and shall discuss alternative measures.

B. The Board shall attempt to keep such reduction to a minimum by means of attrition; i.e., not replacing unit members who resign or retire, or not replacing unit members who are non-renewed.

C. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Unit members serving under limited contracts will be placed on the list under continuing contract unit members, also in descending order of seniority.

D. To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making these recommendations, the Superintendent must first reduce bargaining unit members on limited contracts and then bargaining unit members on continuing contracts within the field of certification/license of the positions affected.

   1. Limited contract teachers shall be reduced first utilizing the following order:

      a. The teacher who holds certification/licensure within the affected teaching field who has the lowest summative evaluation rating.

      b. Comparable evaluations as defined in this Agreement for teachers required to comply with OTES.

      c. For OTES teachers, when evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

   2. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:

      a. The teacher who holds certification/licensure within the affected teaching field who has the lowest summative evaluation rating.

b. Comparable evaluations as defined in this Agreement for teachers required to comply with OTES.

c. For OTES teachers, when evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.

d. For the 2015-2016 school year, comparability shall be determined by the evaluation instrument.

Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A unit member so affected may elect to displace a unit member who holds a lower position on a seniority list for another area of certification.

E. The names of unit members whose limited contracts are suspended in a reduction in force will be placed on a recall list for up to two (2) years from the date of reduction. Unit members on the recall list will have the following rights:

1. No new unit member will be employed by the Board while there are unit members on a recall list who are certificated for the vacancy.

2. Seniority shall not be used as a basis for recalling an OTES teacher, except when making a decision between two teachers with comparable evaluations. Non-OTES teachers will be recalled in reverse order of being laid off.

3. If a vacancy occurs, the Board will send an announcement via certified mail to the last known address of all unit members on the recall list who are certificated for the position. It is the unit member's responsibility to keep the Board informed of his/her current address. All unit members are required to respond in writing, via certified mail, to the District office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any unit member with a limited contract who fails to respond within seven (7) calendar days or declines to accept the position, shall be removed from the recall list. Continuing contract teachers who fail to respond within seven (7) calendar days or who decline to accept the position shall remain on the recall list.

4. A unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

5. A unit member on the recall list has the right to refuse an offer of a position which is less than full-time, and remain on the recall list.

F. The parties agree that these procedures apply only to the suspension of contracts under 3319.17, or for financial reasons. This article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

G. The Board agrees that unit members who work a full year (one hundred twenty (120) days or more) and are reduced in force and who are on the District's insurance when reduced in force will be retained on the District's insurance, with the Board paying its share of the premium through August 31 of the year in which they are reduced in force and shall receive salary over the twenty-six (26) pay periods as defined in the negotiated agreement. This provision does not reduce an employee's right to COBRA coverage.

ARTICLE 13—HOURS AND OTHER WORKING CONDITIONS

A. School Year

1. The school calendar shall be adopted each year by the Board and shall designate:

   a. Workdays with students;

   b. Workdays without students.

2. Prior to final recommendations for adoption of the school calendar, the Union will be consulted for input as soon as possible following the committee's recommendation.

3. The school calendar shall not include more than:

   a. One hundred eighty-three (183) days.

   b. One hundred eighty (180) days when students shall be in attendance, including parent-unit member conference days which shall be determined by the parties to this contract by March of each school year.

4. Any member of the bargaining unit working beyond the school year as described by the school calendar shall be paid at his/her regular per diem rate for each day of extended service. Per diem rate shall be determined by dividing the unit member's salary on the indexed salary schedule by 183. (e.g., $25,000 divided by 183 = $136.61 per diem.)

5. The one hundred eighty-three day or hourly equivalent school year may be reduced by eight (8) days or their hourly equivalent when school is closed for reasons not set forth above, and for which school was originally to be open. The first five (5) days will not be made up, and teachers will be paid as though school had been in session with teachers in attendance. If the law changes with regard to how Districts can make up days, or if either the Board or NFCTA has concerns with the procedure used to make up the days, the parties agree to meet and discuss changes to this provision.

B. School Day

The length of the workday shall be seven (7) hours, including a thirty (30) minute, duty free, uninterrupted lunch period, excluding passing time. The administration may extend the workday beyond the seven (7) hour day for a total of ten (10) times per year. These extensions of the workday, either at the beginning or the end of the regularly scheduled day, shall be in increments of fifteen (15) minutes, but not more than one (1) hour. Meetings scheduled at the end of the school day shall begin ten (10) minutes after the end of the regularly scheduled school day. When the school day is extended for purposes of holding a meeting with unit members, then the unit members shall be given notice for which is reasonable under the circumstances.

Unit member participation in P.T.A. meetings and activities shall be voluntary. However, both the Board and the NFCTA believe that such participation is desirable.

The administration may require unit members to attend and participate in an "Open House" of up to one (1) hour and thirty (30) minutes at the beginning of the school year. In the event Open House is scheduled to extend a regular work day, the work day will have a scheduled delayed start of no earlier than 11:00 a.m.

C. Class Size/Class Load

1. Assignment of pupils and unit members to buildings and classrooms is a responsibility of the administration as outlined in Section 3319.01 of the Ohio Revised Code. In making such decisions, consideration shall be given to the overall needs of the District.

2. The ratio of unit members to pupils on a District-wide basis shall be in accordance with Ohio law and Ohio Department of Education Operating Standards.

3. Whenever a unit member is assigned more students than there are desks or workstations, he/she shall have the right to bring this to the attention of the principal for resolution.

4. Whenever possible, the Board shall attain the following goals:

   a. *Regular Classes*—To the degree possible, an even distribution of students in like classrooms shall be maintained.

   b. *Special Education Classes*—Class size shall conform to the limitations stated in Operating Standards of the State of Ohio.

      Whenever the number of students enrolled in a class could cause the student/unit member ratio to surpass minimum standards, then the unit members involved with those students shall meet to attempt to find a resolution.

5. In the event that the Board determines that there is a class number overload at any level, the Board has the right to employ casual staff, not to exceed two (2) per building, to teach a maximum each of two (2) class periods per day. A casual staff member shall not be part of the bargaining unit and shall not receive credit toward seniority by being employed in this position(s). Casual employees must be certificated. No combination of casual employee and work assignments shall be utilized when a full or part-time unit member as defined in Article I can be employed. Casual employees cannot be used to fill any position(s) when a qualified unit member is available for the assignment.

6. The Board may also hire casual employees to cover lunch duties and study halls, or other duties for the purpose of releasing regular unit members from such duty so that they may provide student intervention.

7. In no way, except as stated in above, shall these casual employees be allowed to replace a bargaining unit member's scheduled work load or bargaining unit member work.

D. Preparation Time

Each unit member shall have a least one (1) preparation period per day. Time of lesser duration before or after the normal student day shall not be considered in computing total preparation time. Elementary classroom unit members will generally have their preparation time during the period when specialists are responsible for the classes. Preparation period shall be at least forty (40) consecutive minutes per day in all schools.

Due to the nature of their unique positions, the Counselors, Nurse, and Librarian will have the flexibility to take daily preparation time at a time that is most convenient to their needs.

A building principal may, with the written permission of the unit member, schedule preparation time in the following manner: the unit member shall have at least five (5) preparation periods a week each consisting of at least forty (40) consecutive minutes.

E. Substitute Teachers

Reasonable efforts will be made to provide substitutes for absent unit members.

F. Temporary Assignment

1. When it becomes necessary for a unit member to substitute during his/her own preparation period or assume supervision responsibilities during non-preparation period time for more than three (3) students not normally assigned to him/her, he/she shall be paid for such substitution at the rate of Thirty Dollars ($30.00) per period in the secondary and per forty-five (45) minutes in elementary.

2. Students who have been "pulled-out" of a regular teacher's classroom to spend time with either the Speech, Gifted, or any title teachers, but due to the absence of such special teacher the student remains in that regular classroom, such regular teacher shall not be paid Thirty Dollars ($30.00).

3. When special education teachers are conducting Proficiency testing, IEPs, or Brigance testing, students regularly in their classes shall be returned to a regular class with the teacher of such class not being paid Thirty Dollars ($30.00).

G. Intervention

Teachers who accept an assignment to provide intervention education outside the regular work day or year, shall be paid thirty dollars ($30.00) per forty-five (45) minutes.

H. Consulting Teacher (Entry-Year) Program

A full-time unit member, new to the District and/or the profession; or a unit member who is moving to a new certification area shall be defined as an Entry-Year Unit Member and is eligible to participate in an Entry-Year Program.

1. Upon the identification of an eligible unit member for an Entry-Year Program, the administration will activate a review committee for the development and evaluation of the specific program required. Such a committee will be comprised of the following:

   a. NFCTA President or designee.

   b. Representative staff members from the department or area of specialization.

   c. Building principal.

   d. County office representative.

2. Coordinate the Entry-Year Program for the Newton Falls Exempted Village Schools with an educational services support center for the purpose of training mentors whenever applicable, providing the grant is approved each year.

I. Mentor Teacher Program

This provision applies to each teacher hired who is new to education or who otherwise must be assessed for licensure and who will have a Mentor appointed to him/her by the Superintendent with the consent of the teacher being appointed. The taxonomy of terms is as follows:

1. Mentor: An educator who is properly certified, trained, and licensed to assist Resident Educators in fulfilling the requirements for becoming a fully licensed educator in the State of Ohio.

2. Resident Educator: An educator who is a graduate of an accredited college or university with a degree in education acceptable to the State of Ohio, and who is required to complete the mentorship program of the State of Ohio.

3. Lead Mentor: A properly licensed educator of the district who oversees Mentors and who may also serve as a Mentor.

4. Qualifications: The Mentor will be a teacher with no less than three years experience and who is trained/certified as an Instructional Mentor. The teacher appointed will have to agree to serve as a Mentor. The Mentor will work with the Resident Educator, other district staff members and the building principal(s) in assisting the Resident Educator in his/her initial year of employment.

5. Responsibilities: The Mentor will serve as a resource and support person for the Resident Educator using the Ohio Department of Education's Formative Assessment tools and protocols that are based on Ohio Standards for the Teaching profession. This includes a Collaborative Log, Resident Educator Reflection Tool and Resident Educator Professional Goal Setting Tool.

6. Evaluation: The Mentor will have no role, formal or informal, in the evaluation of the Resident Educator. The Resident Educator has the responsibility for his/her teaching performance.

7. Limitation: Neither the school district nor the Mentor bears responsibility for the Resident Educator's success.

8. Training: A teacher who is appointed to be a Mentor shall have successfully completed an Instructional Mentor training program recommended by the Ohio Department of Education. The cost for such training shall be borne by the district.

9. Duties: The Mentor shall assist the Resident Educator in setting professional goals, help him/her understand the curriculum for the class(es) and do regular observations. The Resident Educator shall be given full knowledge of performance expectations. As part of his/her training, the Resident Educator shall participate in periodic meetings with other teachers to discuss teaching methods and procedures.

10. Released Time: It is essential that the Mentor and Lead Mentor have released from regular work assignments to conduct observations. The building administrator shall assist in ensuring release time as needed. It is preferable that a Resident Educator be appointed to a Mentor who works in the same building.

11. Compensation: There shall be two levels of mentors: Lead Mentor and Mentor. Each cycle of mentoring takes four years (effective the 2023-2024 school year, two (2) years). A Lead Mentor shall receive a total of $750.00 for each year for overseeing the activities of each Mentor during the four year period (effective the 2023-2024 school year, two (2) year period). A Mentor shall receive a one-time payment of $300.00 per Resident Educator for each of the four years (two (2) years effective the 2023-2024 school year) for mentoring such Resident Educator up to four (4) (up to two (2) effective the 2023-2024 school year). The Lead Mentor who also serves as a Mentor shall receive both amounts. No Mentor shall be responsible for mentoring more than

four (4) Resident Educators at a time in any one school year. A Lead Mentor need not have certification in the same area as each Mentor that he/she oversees.

12. End of Year: The Dialogue Observation Log shall be turned in to the LPDC by May 31 of each school year.

13. Teachers who fail RESA three (3) times and have to go back to school will be released from their contract.

J. Inclusion

1. *General Procedures*—Students who are special education students shall be in education programs as outlined in the Operating Standards of the State of Ohio, and which students are properly identified through the rules.

2. Whenever inclusion is to occur, the following shall apply:

   a. The unit member(s) involved shall be involved in the IEP planning of the inclusion program.

   b. If the handicapped student requires special or individual attention during class time, tutors or aides will be provided if indicated on the individualized educational plan (IEP).

   c. Unit members will be in-serviced or trained on an as-needed basis.

   d. Unit members, except the school nurse, shall not be required to perform any medical procedure nor provide services to the student related to hygiene such as, but not limited to, changing diapers.

K. Elementary Music, Art, Physical Education

Regular classroom teachers in the elementary building shall not be required to teach music, art, or physical education. Kindergarten teachers are permitted to teach music, art, or physical education.

L. Parent-Teacher Conferences

For the purpose of Parent-Teacher Conferences, the unit member workday shall be extended two (2) times during the school year, once each semester. The first semester conference will be held no earlier than the first week of October. The second semester conference will be held no earlier than the first week of February. In the event conferences are scheduled to extend the work day, teachers shall be released from their regular duties at least one (1) hour early.

A record will be kept of the name of the individuals, the time of their conference, and whether they actually attended. This will be used to show the pattern of times most used

by parents and will be the basis for subsequent times for holding Parent Teacher Conferences.

In conjunction with these conferences, school will be dismissed on the Wednesday before Thanksgiving Day and the Friday before Presidents Day.

The dates of the conferences shall be included on the official school calendar, and unit members are expected to arrange their schedules so that they can attend the conferences.

ARTICLE 14—INSURANCE

The Board shall provide the following insurance package for every unit member during the term of this contract:

A. Life Insurance

The face value of the insurance policy for each unit member shall be $50,000.00.

B. Hospitalization

1. Effective July 1, 2014, as long as the Trumbull County Schools Insurance Consortium offers this option, the Board shall provide PPO plan coverage for each eligible member of the bargaining unit and recognized family dependents.

2. The contribution to such coverage by the employee covered by this agreement shall be twelve and one half percent (12.5%) in the SY 2025-26, thirteen percent (13%) in SY 2026-2027, and fourteen percent (14%) in SY 2027-2028, of the cost of the coverage chosen by the employee.

C. Dental

Effective July 1, 2022, the cost of a single or family premium for Dental Coverage is paid by the District/Board.

D. Vision

Effective July 1, 2022, the cost of a single or family premium for Vision Coverage is paid by the District/Board.

E. Bonus

Bargaining unit members who are eligible but choose not to be covered, may elect not to be covered under the Hospitalization/Major Medical Insurance Plan. In consideration of their waiver of this insurance coverage, they shall receive an eight hundred fifty-dollar ($850.00) opt-out payment subject to the following provisions:

1. The unit member must waive his/her right to coverage in writing to the Treasurer by August 31 of each year.

2. Coverage must be waived for the period September 1- August 31 of each year.

3. Spouses employed by the District are not eligible for this benefit.

4. He/she will receive a lump sum rebate payment the following October.

If a bargaining unit member leaves employment for any reason within ninety (90) days of the first day in which the employee is not covered under the hospital/major medical insurance plan, this bonus shall be calculated on a per diem basis. Anyone who elects not to participate in any one or more of the Newton Falls insurance benefits because his/her spouse has such benefit(s), and the spouse's coverage is terminated for any reason such as death, resignation, retirement, or layoff, then the bargaining unit member shall, upon the request of the unit member, receive the Newton Falls insurance coverage. Such circumstances shall render the eight hundred fifty-dollar ($850.00) opt-out payment null and void. Any unit member who accepts this opt-out payment is warned that upon reactivation of coverage, he/she and/or family members may be excluded from coverage under the rule for pre-existing conditions as determined by the insurance carrier.

F. Insurance Contracts

The Board shall provide the Union with a copy of each insurance contract, within thirty (30) days after the ratification of this agreement, and any mutually-agreed upon changes to the insurance contract(s).

G. Spousal Coverage

If spousal coverage is mandated by the District's Health Insurance Consortium, the mandated language will be included by reference in the Negotiated Agreement between the Board and NFCTA.

ARTICLE 15—PAY PRACTICES

A. Payroll Procedures

1. There shall be twenty-six (26) pay periods during each twelve (12) month school year. Unit members shall be paid in twenty-six equal pays.

2. In years when the calendar causes there to be twenty-seven (27) pays within the 12 month period, there shall be 27 equal pays instead of 26. Notice will be sent to the bargaining unit members in May to notify them when the upcoming school year will be a twenty-seven (27) pay period.

3. All pay shall be by direct deposit to the financial institution selected by each unit member. Each unit member will receive a document for each pay period showing the amount of salary and all deductions.

4. If it becomes necessary during the term of this contract, the Union agrees to meet with the Treasurer to adjust dates as necessary depending on school calendar adoptions by the Board. If paydays fall on a legal holiday or on a day when school is not in session, paychecks will be distributed one (1) day prior to the scheduled payday. However, if a scheduled payday falls within one (1) day of the last school day prior to the Christmas or Spring break, that paycheck shall be distributed on the last school day prior to the break.

5. All school mailings will be sent to all members of the bargaining unit.

6. The unit member will receive mailings and/or direct deposit notices by email.

B. Retirement Deductions

1. Unit member contributions to the State Teachers Retirement System shall be deducted in approximately equal amounts from each unit member's paycheck.

2. The State Teachers Retirement System pick-up will continue for the term of the contract using the salary reduction method as adopted by the Board at its regular meeting on February 13, 1984.

C. Other Payroll Deductions

The Newton Falls Exempted Village Board of Education shall provide a payroll deduction plan for unit members for the following items: tax shelter annuities, life insurance above the amount of such Board-paid insurance, hospitalization/major medical insurance above the amount of such Board-paid insurance*, COPE, the Credit Union, United Way, and IRA with Bank One.

* Contingent upon carrier's acceptance.

D. Mileage

Unit members using their own automobile while on authorized school business shall be reimbursed at the IRS rate. Any changes in the IRS rate shall be made on July 1 of that year.

E. Severance Pay

1. Any unit member who has taught in the Newton Falls School District for at least ten (10) years shall receive, upon retirement as herein defined, for the life of this agreement computed at their per diem rate at the time of retirement:

a. Employees may accrue a maximum of two hundred sixty (260) unused sick leave days for the purpose of severance.
b. Upon retirement, eligible employees shall receive severance pay based on their accrued but unused sick leave, calculated as one-fourth (1/4) of their total accumulated sick leave balance.
c. The maximum number of sick leave days eligible for severance pay shall not exceed sixty-five (65) days.
d. Severance pay shall be based on the employee's per diem rate at the time of retirement.
e. Payment shall be made in a 1/2 lump sum within 90 days following the employee's official retirement date, and 1/2 lump sum the following January, after retirement, subject to applicable tax withholdings.
f. Personal days may be rolled over for the purposes of backfilling the 308 maximum accrued days.

2. "Retirement" shall be defined to mean eligibility for and acceptance into the State Teacher Retirement System (STRS) for retirement benefits.

3. Severance pay benefits for a member of the bargaining unit eligible for benefits under this section who dies while on active service or on an approved leave of absence, shall be paid to the member's life insurance beneficiary or estate.

4. One-half of severance shall be paid to the individual within ninety days of the date of retirement, but no later than December 30 of the year of retirement. The other half will be paid to the individual during the immediate subsequent January.

5. No STRS deductions shall be withheld from the severance pay, and the acceptance of severance pay shall eliminate all sick leave credit accrued by the individual up to that time, and such credit may not be transferred to any other institution.

F. Tuition Reimbursement

Any bargaining unit member with three (3) years' experience in the Newton Falls School System will be compensated for additional education at the following rates: Reimbursed at 50% of credit hour cost, with a maximum of $200 per credit hour reimbursed, and a maximum reimbursement of $2,000 per member, per school year.

1. All coursework for reimbursement will be an elective course pertinent to the major area of concentration and/or required courses for the next higher degree or certificate.

2. This grant is not to be construed as a permanent increment and is not a part of the Salary Increment Schedule. Reimbursement will be made on a quarterly basis. All information required for tuition reimbursement shall be submitted to the Superintendent's office on or before the last working day of the quarter—March, June, September, December. No payment will be made until after Board approval at the next regularly scheduled Board meeting.

3. Eligibility is conditioned on submission of the following: (1) completion of the proper form listing the number of hours for reimbursement (forms available in the Superintendent's office); (2) transcript of grades; (3) itemized record of payment; and (4) proof of payment. It is the unit member's responsibility to submit the required information for reimbursement.

4. Tuition reimbursement will not affect in any way the procedures for determining the classification of a unit member.

G. Open Enrollment

The enrollment of school-age children of unit members who do not live in the Newton Falls School District will be accepted through open enrollment.

It is understood that under Ohio's law providing for open enrollment, the District will receive funding for such students named in this Section G through the State Foundation program. This allows for the continuation of the practice of such students to attend Newton Falls schools without a tuition charge to unit members.

H. Additional Pay Periods for Supplemental Contracts

The district will run additional pay calculations for supplemental contracts, and agrees to establish a mid-point payout for a supplemental contract, along with a final payout, on the employee's regular paycheck cycles.

I. Lateral Movement on Pay Schedule

The district proposes to move employees laterally on the salary schedule twice annually, once in September, and once in January, on receipt of the appropriate final transcripts from the institution issuing credit. Notice by the employee must be made before the end of each of those months in order to qualify. The total compensation package will be the average of the original salary and the new salary amount, as appropriate and distributed.

ARTICLE 16—SALARY AND SALARY SCHEDULES

A. Salary and Salary Schedules

Effective July 1, 2025, and continuing through June 30, 2028, the Board shall pay unit members in accordance with their training and experience at the annual rates specified in the Indexed Salary Schedules incorporated in this Article. Effective July 1, 2025, and for the 2025-2026 school year, the BA-0 base salary shall be increased four percent (4%). Effective July 1, 2026, for the 2026-2027 school year, the BA-0 base salary shall be increased three percent (3%). Effective July 1, 2027, for the 2027-2028 school year, the BA-0 base salary shall be increased three percent (3%)

Unit members assigned to perform additional duties listed on, but not limited to, the Supplemental Differential Salary Schedule incorporated in this Article, shall be compensated in accordance with that schedule.

B. Years of Experience

The term "years experience," as used in the Indexed Salary Schedule shall mean years employed as a regular full-time unit member by the Board, provided that the Board shall give new unit members credit for teaching experience in other districts and shall also give credit to such unit members for up to five (5) years military service in accordance with Section 3317.13 of the Ohio Revised Code. A year of teaching service consists of a year in which the unit member taught one hundred twenty (120) days under a teacher's contract. A partial year of eight (8) or more full months military service shall count as a year of service. The total years credited for military service and teaching in other districts shall not exceed the number of steps on the Indexed Salary Schedule.

C. Hourly Rate

An hourly rate of thirty Dollars ($30.00) shall be established for the payment of unit member services for summer school, tutoring, and home instruction, when a part-time unit member substitutes a part of their workday, and when a unit member, at the direction of the building principal or his/her designee, and with the agreement of the unit member, monitors students during arrival and departure.

D. Supplemental Differential Salary

The parties to this contract agree to meet at least thirty (30) days prior to the date the Board intends to post any supplemental position not listed in the Supplemental Differential Salary Schedule. The purpose of this meeting will be to jointly establish the percentage rate of pay and other terms and conditions of employment for the supplemental position.

E. Extended Service

Members who hold the following positions shall be compensated at their regular per diem rate up to the number of days as listed below. When one of the positions below is a non-bargaining unit member shall be compensated at the BA-0 per diem rate.

Guidance	20 days
Marching Band	20 days
Assistant Marching Band	15 days
Nurse	5 days
Speech Language Pathologist	20 days
Grades 11-12 CBI	10 days
Grades 9-10 CBI	7 days
Grades 7-8 CBI	5 days

F. Columns Defined

1. Class I—Bargaining Unit Members holding a Bachelors Degree.

2. Class II—Bargaining Unit Members holding a Bachelors Degree consisting of 150 semester hours or quarter hour equivalent toward their Bachelors Degree.

3. Class III—Bargaining Unit Members holding a Masters Degree.

4. Class IV—Bargaining Unit Members holding a Masters Degree and 15 semester hours or quarter hour equivalent of graduate or higher level course work. Class IV must have attained a Masters before any additional semester hours are recognized, as shown by official transcript dates from a higher degree awarding institution.

5. Any movement from one classification to the next occurs twice annually, once in September, and once in January, on receipt of the appropriate final transcripts from the institution issuing credit. Notice by the employee must be made before the end of each of those months in order to qualify. The total compensation package will be the average of the original salary and the new salary amount, as appropriate and distributed.

ARTICLE 17—EFFECTS AND DISTRIBUTION

A. Effects

This contract constitutes the entire contract between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this contract shall be made during the life of this contract except by mutual agreement but otherwise neither party shall have a duty to negotiate with respect to any matter during such period.

B. Severability

If any provision of the contract or any application of this contract to a unit member or group of unit members shall be found to be contrary to law by the State Employment Relations Board or any court of competent jurisdiction, and after all appeals or times for appeal have been exhausted, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

C. Distribution

Within thirty (30) days after this contract is signed, copies of this contract shall be distributed by email. The NFCTA and the Board shall have an opportunity to proofread and approve the contract before distribution. It shall be the responsibility of the NFCTA to distribute the contract electronically to each Board member and school administrator, as well as to each unit member in the System.

D. Maintenance of Standards Provision

During the duration of this contract, the Board agrees to maintain all terms, conditions and benefits of employment at not less than the level in effect as of the effective date of this contract.

This contract shall not be interpreted or applied to deprive unit members of advantages heretofore enjoyed unless otherwise expressly stated herein.

ARTICLE 18—STUDENT PARTICIPATION IN SPORTS

The Superintendent, in collaboration with the Athletic Director, Athletic Council, and Board of Education, will notify the NFCTA President, in writing, of the number of students necessary to fill each position listed on the Supplemental Salary Schedule. This notification shall occur in May for the ensuing school year.

ARTICLE 19—DURATION

This contract shall be effective at 12:01 A.M. on July 1, 2025, and shall remain in full force and effect through midnight, June 30, 2028.

FOR THE UNION:

Margaret Giuliano
President, NFCTA

11/11/25
Date

Chief Spokesperson

11/12/25
Date

Designated Employee Representative

Date

FOR THE EMPLOYER:

Amie Crowder, President, Board of Education

11/13/25
Date

Andreas Johansson, PhD, Superintendent

11/11/25
Date

Ben Marko, Treasurer

11/11/25
Date

APPENDIX A

Newton Falls Salary Schedule
School Year 2025-2028
Base Salary $37,293.00

Base	$ 37,293.00			FY 26
FY26	BA	BA+150	MA	MA+15
Step 0 Index	1.00	1.055	1.11	1.165
0	$ 37,293	$ 39,344	$ 41,395	$ 43,446
Step 1 Index	1.055	1.11	1.165	1.22
1	$ 39,344	$ 41,395	$ 43,446	$ 45,497
Step 2 Index	1.11	1.165	1.22	1.275
2	$ 41,395	$ 43,446	$ 45,497	$ 47,549
Step 3 Index	1.165	1.22	1.275	1.33
3	$ 43,446	$ 45,497	$ 47,549	$ 49,600
Step 4 Index	1.22	1.275	1.33	1.385
4	$ 45,497	$ 47,549	$ 49,600	$ 51,651
Step 5 Index	1.275	1.33	1.385	1.44
5	$ 47,549	$ 49,600	$ 51,651	$ 53,702
Step 6 Index	1.33	1.385	1.44	1.495
6	$ 49,600	$ 51,651	$ 53,702	$ 55,753
Step 7 Index	1.385	1.44	1.495	1.55
7	$ 51,651	$ 53,702	$ 55,753	$ 57,804
Step 8 Index	1.44	1.495	1.55	1.605
8	$ 53,702	$ 55,753	$ 57,804	$ 59,855
Step 9 Index	1.495	1.55	1.605	1.66
9	$ 55,753	$ 57,804	$ 59,855	$ 61,906
Step 10 Index	1.55	1.605	1.66	1.715
10	$ 57,804	$ 59,855	$ 61,906	$ 63,957
Step 11 Index	1.605	1.66	1.715	1.77
11	$ 59,855	$ 61,906	$ 63,957	$ 66,009
Step 12 Index	1.66	1.715	1.77	1.825
12	$ 61,906	$ 63,957	$ 66,009	$ 68,060
Step 13 Index	1.715	1.77	1.825	1.88
13	$ 63,957	$ 66,009	$ 68,060	$ 70,111
Step 14 Index	1.715	1.825	1.88	1.935
14	$ 63,957	$ 68,060	$ 70,111	$ 72,162
Step 15 Index	1.715	1.825	1.935	1.99
15	$ 63,957	$ 68,060	$ 72,162	$ 74,213
Step 18 Index	1.77	1.88	1.99	2.045
18	$ 66,009	$ 70,111	$ 74,213	$ 76,264
Step 20 Index	1.825	1.935	2.045	2.1
20	$ 68,060	$ 72,162	$ 76,264	$ 78,315
Step 25 Index	1.88	1.99	2.1	2.155
25	$ 70,111	$ 74,213	$ 78,315	$ 80,366
Step 30 Index	1.935	2.045	2.155	2.21
30	$ 72,162	$ 76,264	$ 80,366	$ 82,418

Base	$ 38,412.00			FY 27
FY27	BA	BA+150	MA	MA+15
Step 0 Index	1.00	1.055	1.11	1.165
0	$ 38,412	$ 40,525	$ 42,637	$ 44,750
Step 1 Index	1.055	1.11	1.165	1.22
1	$ 40,525	$ 42,637	$ 44,750	$ 46,863
Step 2 Index	1.11	1.165	1.22	1.275
2	$ 42,637	$ 44,750	$ 46,863	$ 48,975
Step 3 Index	1.165	1.22	1.275	1.33
3	$ 44,750	$ 46,863	$ 48,975	$ 51,088
Step 4 Index	1.22	1.275	1.33	1.385
4	$ 46,863	$ 48,975	$ 51,088	$ 53,201
Step 5 Index	1.275	1.33	1.385	1.44
5	$ 48,975	$ 51,088	$ 53,201	$ 55,313
Step 6 Index	1.33	1.385	1.44	1.495
6	$ 51,088	$ 53,201	$ 55,313	$ 57,426
Step 7 Index	1.385	1.44	1.495	1.55
7	$ 53,201	$ 55,313	$ 57,426	$ 59,539
Step 8 Index	1.44	1.495	1.55	1.605
8	$ 55,313	$ 57,426	$ 59,539	$ 61,651
Step 9 Index	1.495	1.55	1.605	1.66
9	$ 57,426	$ 59,539	$ 61,651	$ 63,764
Step 10 Index	1.55	1.605	1.66	1.715
10	$ 59,539	$ 61,651	$ 63,764	$ 65,877
Step 11 Index	1.605	1.66	1.715	1.77
11	$ 61,651	$ 63,764	$ 65,877	$ 67,989
Step 12 Index	1.66	1.715	1.77	1.825
12	$ 63,764	$ 65,877	$ 67,989	$ 70,102
Step 13 Index	1.715	1.77	1.825	1.88
13	$ 65,877	$ 67,989	$ 70,102	$ 72,215
Step 14 Index	1.715	1.825	1.88	1.935
14	$ 65,877	$ 70,102	$ 72,215	$ 74,327
Step 15 Index	1.715	1.825	1.935	1.99
15	$ 65,877	$ 70,102	$ 74,327	$ 76,440
Step 18 Index	1.77	1.88	1.99	2.045
18	$ 67,989	$ 72,215	$ 76,440	$ 78,553
Step 20 Index	1.825	1.935	2.045	2.1
20	$ 70,102	$ 74,327	$ 78,553	$ 80,665
Step 25 Index	1.88	1.99	2.1	2.155
25	$ 72,215	$ 76,440	$ 80,665	$ 82,778
Step 30 Index	1.935	2.045	2.155	2.21
30	$ 74,327	$ 78,553	$ 82,778	$ 84,891

Base	$ 39,564.00			FY 28
FY28	BA	BA+150	MA	MA+15
Step 0 Index	1.00	1.055	1.11	1.165
0	$ 39,564	$ 41,740	$ 43,916	$ 46,092
Step 1 Index	1.055	1.11	1.165	1.22
1	$ 41,740	$ 43,916	$ 46,092	$ 48,268
Step 2 Index	1.11	1.165	1.22	1.275
2	$ 43,916	$ 46,092	$ 48,268	$ 50,444
Step 3 Index	1.165	1.22	1.275	1.33
3	$ 46,092	$ 48,268	$ 50,444	$ 52,620
Step 4 Index	1.22	1.275	1.33	1.385
4	$ 48,268	$ 50,444	$ 52,620	$ 54,796
Step 5 Index	1.275	1.33	1.385	1.44
5	$ 50,444	$ 52,620	$ 54,796	$ 56,972
Step 6 Index	1.33	1.385	1.44	1.495
6	$ 52,620	$ 54,796	$ 56,972	$ 59,148
Step 7 Index	1.385	1.44	1.495	1.55
7	$ 54,796	$ 56,972	$ 59,148	$ 61,324
Step 8 Index	1.44	1.495	1.55	1.605
8	$ 56,972	$ 59,148	$ 61,324	$ 63,500
Step 9 Index	1.495	1.55	1.605	1.66
9	$ 59,148	$ 61,324	$ 63,500	$ 65,676
Step 10 Index	1.55	1.605	1.66	1.715
10	$ 61,324	$ 63,500	$ 65,676	$ 67,852
Step 11 Index	1.605	1.66	1.715	1.77
11	$ 63,500	$ 65,676	$ 67,852	$ 70,028
Step 12 Index	1.66	1.715	1.77	1.825
12	$ 65,676	$ 67,852	$ 70,028	$ 72,204
Step 13 Index	1.715	1.77	1.825	1.88
13	$ 67,852	$ 70,028	$ 72,204	$ 74,380
Step 14 Index	1.715	1.825	1.88	1.935
14	$ 67,852	$ 72,204	$ 74,380	$ 76,556
Step 15 Index	1.715	1.825	1.935	1.99
15	$ 67,852	$ 72,204	$ 76,556	$ 78,732
Step 18 Index	1.77	1.88	1.99	2.045
18	$ 70,028	$ 74,380	$ 78,732	$ 80,908
Step 20 Index	1.825	1.935	2.045	2.1
20	$ 72,204	$ 76,556	$ 80,908	$ 83,084
Step 25 Index	1.88	1.99	2.1	2.155
25	$ 74,380	$ 78,732	$ 83,084	$ 85,260
Step 30 Index	1.935	2.045	2.155	2.21
30	$ 76,556	$ 80,908	$ 85,260	$ 87,436

APPENDIX B

NEWTON FALLS DIFFERENTIAL SCHEDULE

For the duration of this Agreement, these positions will be filled as listed, but only if there is sufficient student participation as reasonably determined by the Administration.

Based on the BA Step 0 of the Salary Schedule for each year of the contract.

A non-bargaining unit members awarded a supplemental position after July 15, 2025, will follow the supplemental schedule herein. AD and Head Coaches currently filled (as on July 15, 2025) will be grandfathered into COLUMN II (4+ YEARS) for subsequent school years if retained by the same person.

Bargaining unit members who held a supplemental contract(s) during the 2024-2025 school year and are awarded the same position for the 2025-2026 school year will be placed on Column 2 so as not to take a decrease in supplemental compensation moving forward.

Qualified bargaining unit members shall be given preference for supplemental contract positions over non-bargaining unit members. Qualifications shall be determined by the Superintendent, who retains the discretion over who is deemed qualified.

Supplemental Schedule 2025-2028

BASE $37,293.00 <--2025

		COLUMN I		COLUMN II	
POSITION	**TIER**	**0-3 YEARS**	**$**	**4+ YEARS**	**$**
Athletic Director	1	25%	$9,323.25	32%	$11,933.76
Head Football	2	16%	$5,966.88	20%	$7,458.60
Head Boys Basketball	2	16%	$5,966.88	20%	$7,458.60
Head Girls Basketball	2	16%	$5,966.88	20%	$7,458.60
Assistant Football	3	9%	$3,356.37	12%	$4,475.16
Assistant Football	3	9%	$3,356.37	12%	$4,475.16
Assistant Football	3	9%	$3,356.37	12%	$4,475.16
Assistant Football	3	9%	$3,356.37	12%	$4,475.16
Assistant Football	3	9%	$3,356.37	12%	$4,475.16
JH Football Coach 7/8	3	9%	$3,356.37	12%	$4,475.16
JH Football Coach 7/8	3	9%	$3,356.37	12%	$4,475.16
Assistant Boys Basketball	3	9%	$3,356.37	12%	$4,475.16
JV Head Coach Boys Basketball	3	9%	$3,356.37	12%	$4,475.16
Freshman Head Boys Basketball	3	9%	$3,356.37	12%	$4,475.16
JH 7th Coach Boys Basketball	3	9%	$3,356.37	12%	$4,475.16

JH 8th Coach Boys Basketball	3	9%	$3,356.37	12%	$4,475.16
Assistant Girls Basketball	3	9%	$3,356.37	12%	$4,475.16
JV Head Coach Girls Basketball	3	9%	$3,356.37	12%	$4,475.16
Freshman Head Girls Basketball	3	9%	$3,356.37	12%	$4,475.16
JH 7th Coach Girls Basketball	3	9%	$3,356.37	12%	$4,475.16
JH 8th Coach Girls Basketball	3	9%	$3,356.37	12%	$4,475.16
Assistant Athletic Director	4	7%	$2,610.51	10%	$3,729.30
Head Track	4	7%	$2,610.51	10%	$3,729.30
Head Baseball	4	7%	$2,610.51	10%	$3,729.30
Head Softball	4	7%	$2,610.51	10%	$3,729.30
Head Volleyball	4	7%	$2,610.51	10%	$3,729.30
Head Boys Soccer	4	7%	$2,610.51	10%	$3,729.30
Head Girls Soccer	4	7%	$2,610.51	10%	$3,729.30
Head Cross Country	4	7%	$2,610.51	10%	$3,729.30
Band Director	4	7%	$2,610.51	10%	$3,729.30
Assistant Baseball	5	5%	$1,864.65	7%	$2,610.51
Assistant Track	5	5%	$1,864.65	7%	$2,610.51
JH Track 7/8	5	5%	$1,864.65	7%	$2,610.51
JH Track 7/8	5	5%	$1,864.65	7%	$2,610.51
Assistant Boys Soccer	5	5%	$1,864.65	7%	$2,610.51
Assistant Girls Soccer	5	5%	$1,864.65	7%	$2,610.51
Head Boys Golf	5	5%	$1,864.65	7%	$2,610.51
Head Girls Golf	5	5%	$1,864.65	7%	$2,610.51
Assistant Softball	5	5%	$1,864.65	7%	$2,610.51
Assistant Volleyball	5	5%	$1,864.65	7%	$2,610.51
JH 7th Coach Volleyball	5	5%	$1,864.65	7%	$2,610.51
JH 8th Coach Volleyball	5	5%	$1,864.65	7%	$2,610.51
JH Cross Country	5	5%	$1,864.65	7%	$2,610.51
HS Cheer Advisor	5	5%	$1,864.65	7%	$2,610.51
Assistant Band Director	5	5%	$1,864.65	7%	$2,610.51
Tigerette/Majorette Advisor	6	3%	$1,118.79	3%	$1,118.79
Senior Class Advisor	6	3%	$1,118.79	3%	$1,118.79
Prom/SADD Advisor	6	3%	$1,118.79	3%	$1,118.79
JH/HS Student Council Advisor	6	3%	$1,118.79	3%	$1,118.79
Assistant Cheer Coach	7	2%	$745.86	2%	$745.86
JH Cheer 7/8	7	2%	$745.86	2%	$745.86
MS Student Council	7	2%	$745.86	2%	$745.86
HS Art Show	7	2%	$745.86	2%	$745.86
MS Art Show	7	2%	$745.86	2%	$745.86
NHS	7	2%	$745.86	2%	$745.86

4-5 Beta Club	7	2%	$745.86	2%	$745.86
Lifting Coaches Boys	7	2%	$745.86	2%	$745.86
Lifting Coaches Girls	7	2%	$745.86	2%	$745.86
JH/HS Prep Bowl	7	2%	$745.86	2%	$745.86
MS Prep Bowl	7	2%	$745.86	2%	$745.86
Chess Club	7	2%	$745.86	2%	$745.86
*Choir Per Concert	7	2%	$745.86	2%	$745.86
*Drama Per Play	7	2%	$745.86	2%	$745.86
*Yearbook Advisor	7	2%	$745.86	2%	$745.86
*School Newspaper/Broadcast	7	2%	$745.86	2%	$745.86
CCP Per Class (6 in 2024)		$500 per class		$500 per class	
Substitute/Call Off		$2,000	$2,000	$2,000	$2,000.00
TOTAL			#########		**$201,517.55**
**If not offered as a class these will be placed into Tier 5.*					

Facility Managers

1. Soccer - $500
2. Volleyball - $750
3. Football - $750
4. Boys Basketball - $1,000
5. Girls Basketball - $750 (*if there is a 9th grade team, this would increase to $1,000*)
6. Boys Baseball (Varsity & JV) - $400 (*if no JV team, $250*)
7. Girls Softball (Varsity & JV) - $400 (*if no JV team, $250*)
8. Track - $400

Game Worker Positions

SPRING SPORTS

1. Track Ticket Scanners $30
2. Track Event Workers $30
3. Track Announcer $30
4. Track Stats $30
5. Track Starter $50
6. BSBL Scorebook $30
7. Softball Scorebook $30
8. Track Invite/League Parking/Bus parking $50
9. Track Invite/League Ticket Scanners $55
10. BSBL Announcer (V only) $30
11. Softball Announcer (V Only) $30
12. Track Invite/League Event Workers $60
13. Track Invite/League Stats $80

FALLS SPORTS

1. Football Ticket Scanners $30
2. Football Announcer (V Only) $30
3. Football Clock Operator $30
4. Football FILM $30
5. Football Equipment/Tech (V Only) $50
6. Football Security/Police (V Only) $90
7. Football FILM $30
8. Football Parking/Busses (V Only) $30
9. Football Stats (V Only) $50
10. Soccer Ticket Scanner $30
11. Soccer Stats $30
12. Soccer Announcer/Clock $30
13. Soccer Film $30
14. Volleyball Ticket Scanner $30
15. Volleyball Clock/Announcer $30
16. Volleyball FILM $30
17. Volleyball Line Judges $30
18. Volleyball Stats $30
19. Volleyball Scorebook $30

WINTER SPORTS

1. Basketball Ticket Scanners $30
2. Basketball Clock $30
3. Basketball Sideboard (V Only) $30
4. Basketball Announcer (V Only) $30
5. Basketball Scorebook $30
6. Basketball FILM $30
7. Basketball Stats $30
8. Basketball Floater (Crowd Determined) $30
9. Boys Basketball Security/Police $40/hour
10. Girls Basketball Security/Police $40/hour

Appendix C

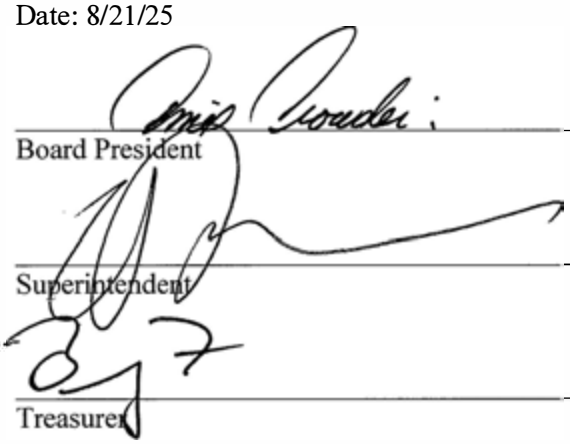
CERTIFICATE

(O.R.C. 5705.412)

It is hereby certified that the Newton Falls Exempted Village School District has sufficient funds to meet the contract, obligation, payment, or expenditure for the attached, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

Item / Organization: NFCTA Contract (#19-2026)

Date: 8/21/25



Board President

Superintendent

Treasurer