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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

NEWCOMERSTOWN TEACHERS ASSOCIATION

EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2028

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ARTICLE 1 - NEGOTIATION PROCEDURE

1.01 Recognition

The Newcomerstown Exempted Village School District Board of Education (hereafter "Board") recognizes the Newcomerstown Teachers' Association OEA/NEA (hereafter "Association") as the sole and exclusive representative for the teaching staff.

The teacher organization recognized for the purpose of professional negotiations shall be the negotiating agent for contracted teaching personnel, including guidance counselors employed under regular contract.

Positions excluded from the bargaining unit include: Superintendent; principals; substitute teachers; all central office personnel and all other positions in the District.

1.02 Scope of Negotiations

Those matters which shall be negotiable are wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Collective Bargaining Agreement (hereafter "Agreement").

Requests for meetings from the Association will be made directly to the Superintendent or his representative. Requests for meetings from the Superintendent or Board or their representative will be made to the President of the Association.

Negotiations will commence no earlier than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration of the Agreement.

1.03 Progress Reports

Periodic progress reports may be issued during negotiations to the public, provided that any such release shall have the prior approval of both parties.

1.04 Agreement

If consensus is reached on those matters being negotiated the understanding of the parties shall be reduced to writing and submitted to the Association within twenty (20) days. If ratified by the Association, the Agreement shall be submitted to the Board for approval no later than the next regularly scheduled Board meeting. Upon ratification by both parties, the Agreement shall be signed.

1.05 Dispute Resolution

If an impasse is reached during negotiations, the matter will be submitted to mediation under the auspices of the Federal Mediation and Conciliation Service or any other mutually agreed upon mediation service. The board and the association shall split any costs associated with mediation. The mediation period shall end when a new agreement is reached.

This dispute resolution procedure is mutually agreed to by the parties under O.R.C. Section 4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C. Section 4117.14. However, the Association retains its right to invoke the provisions of O.R.C. Section 4117.14(D)(2) should the dispute resolution procedure listed above be unsuccessful.

ARTICLE 2 - PROFESSIONAL GRIEVANCE PROCEDURE

2.01 A claim by a teacher of the Association, here after called the grievant, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

2.02 In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building evaluator either personally or accompanied by his Association representative.

2.03 If, as a result of the informal discussion with the building evaluator, a grievance still exists, the grievant may invoke the following formal grievance steps on the form set forth in annexed Appendix A and available from the Association representative in each building. A formal grievance must be filed within twenty-one (21) calendar days of the incident or when the grievant should have become aware of the incident. Failure to file within the period shall constitute a waiver of the right to process the grievance.

STEP I

The grievant may submit to his evaluator a completed "Grievance Report Form", Step I, in triplicate showing the date of the occurrence, a statement of the nature of the grievance and provisions of this agreement allegedly violated, and the relief sought. A copy of the grievance shall be submitted to the Association building representative and by the evaluator to the Superintendent. Within seven (7) days of receipt of the Grievance Report Form, the building evaluator shall meet with the grievant and/or his Association representative in an effort to resolve the grievance. The evaluator shall indicate his disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning it to the grievant.

STEP II

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limit the grievant and the Association shall complete Grievance Report Form, Step II, within seven (7) days, and submit the grievance to the Superintendent. Within seven (7) days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within five (5) days of the meeting, the Superintendent shall indicate in writing his disposition by completing his portion of Step II and forwarding it to the teacher. The evaluator shall be notified of such disposition.

STEP III

If the grievant is not satisfied with the disposition made by the Superintendent, or if no disposition has been made within the above-stated time limits, then the grievant shall complete Grievance Report Form, Step III within seven (7) days, and submit the grievant to the Board by filing a copy with the Secretary of the Board. Notification of such an appeal shall be given to the building evaluator and to the Superintendent. The Board, at its next regularly scheduled meeting, shall meet with the grievant and/or the Association representative and the Superintendent or his designee, to review such grievance in executive session, or give such other consideration as it shall deem appropriate. The disposition by the Board shall be made to the teacher by completing Grievance Report Form, Step III, within seven (7) days of the meeting. A notification of such disposition shall be furnished the grievant, the Association and the building evaluator.

STEP IV

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided within seven (7) days, the grievance may be submitted to arbitration by the Association's completion of Grievance Report Form, Step IV, and filing of same with the Board. If the parties cannot agree on an arbitrator they shall jointly ask for a panel of names from the AAA from which the arbitrator will be selected by the alternate -strike method, with the party striking first to be determined by the flip of a coin. Either party may reject the first panel and demand that a second panel be submitted. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that the award of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

2.04 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

2.05 If the teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

2.06 If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step II of the formal grievance procedure.

2.07 A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal. The Association shall have the right to be present at the settlement to ensure that the settlement is not inconsistent with the terms of this Agreement.

2.08 If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members or the bargaining agent, it may be submitted at Step II following written notification to the building evaluator.

2.09 The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file, or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any other employment; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this Grievance Procedure.

2.10 Copy of the Grievance Report Form is attached as Appendix A.

ARTICLE 3 - TEACHER RE-EMPLOYMENT / EVALUATION

3.01 After eight (8) years of continuous, regular (non-substituting) employment in the school district, no member of the bargaining unit shall be non-renewed without just cause.

3.02 Teachers will be re-employed under the following circumstances:

A. The Superintendent shall consider the recommendation of evaluators and present these recommendations, as well as his own, to the Board for consideration.

B. Both parties agree that both the evaluation procedure contained in this Agreement and Article 3 - Teacher Re-Employment / Evaluation supersede the requirements of O.R.C. Section 3319.111 and 3319.112.

3.03 OTES Overview

A. The Newcomerstown Teachers' Association (NTA) and the Newcomerstown Board of Education (Board) recognize the importance of evaluating teachers for the purposes of: improving the quality of instruction

students receive, improving student learning, informing professional practice, strengthening professional proficiency including identifying, addressing and correcting deficiencies, and the Ohio Revised Code 3319.112 requires a standards based state framework for the evaluation of teachers that in conjunction with O.R.C. Section 3319.111.

B. OTES 2.0 Framework

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, two (2) required conferences, two (2) formal observations of at least thirty (30) minutes each and at least two (2) classroom walkthroughs. Explicitly:

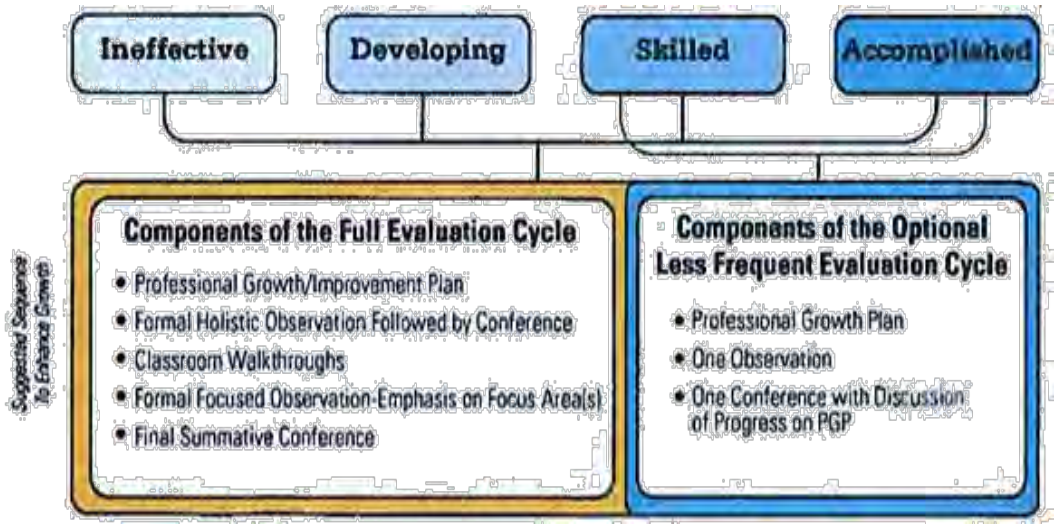
1. One (1) Professional Growth Plan or one (1) Improvement Plan.

2. One (1) Formal Holistic Observation, followed by a conference;

3. Two (2) Classroom Walkthroughs with an emphasis on identified focus area(s) when applicable;

4. One (1) Formal Focused Observation with an emphasis on identified focus area(s); and

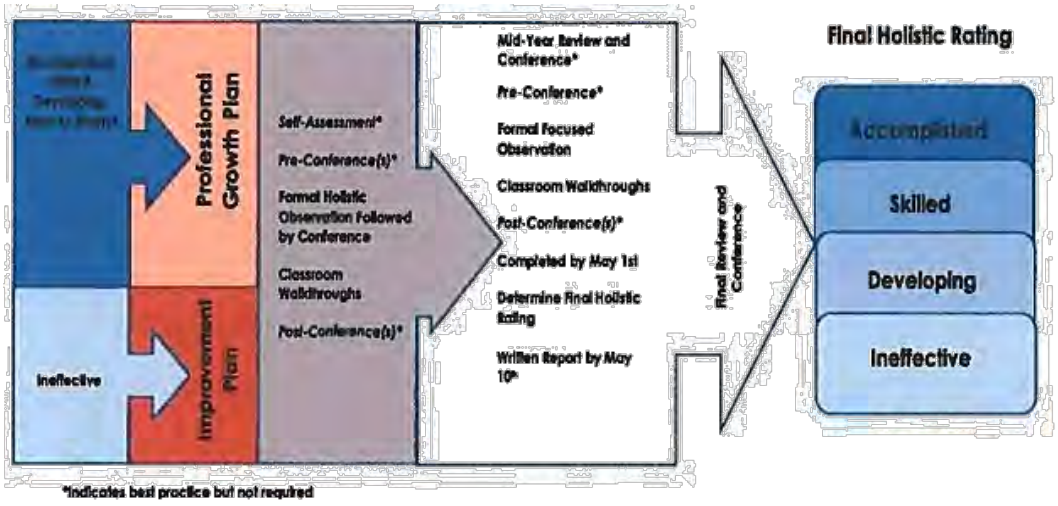
5. One (1) Summative Conference.



3.04 Full Evaluation Cycle

A. Teacher Performance: Full Evaluation

The following figure communicates components of an OTES 2.0 full evaluation:



B. Professional Growth Plan (PGP) and Improvement Plan (IP)

Annually, each teacher must develop either a PGP or an IP. The plan must be based upon the results of the evaluation available while serving in the District. All teacher PGP's and IPs must also be aligned to any district and/or building improvement plan(s).

1. Professional Growth Plans

   a. All teachers must complete a professional growth plan by the end of the first (1st) nine (9) weeks.

   b. Growth plans need to include at least two goals. One (1) goal should be aligned to the building goals and one (1) should be teacher specific.

   c. Completing the Self-Assessment in OhioES is optional.

   d. Goals should be data based and written in SMART format (Specific, Measurable, Attainable, Relevant and Time Bound.)

2. Improvement Plan

   a. A teacher with a Final Holistic Summative Rating of Ineffective will be placed on an IP developed by the evaluator.

   b. Any teacher placed on an improvement plan, will follow the OhioES guidelines set forth

C. Observations

OTES 2.0 establishes three (3) types of observations: 1) Formal Holistic Observations, 2) Formal Focused Observations, and 3) Classroom Walkthroughs/Informal observations.

1. Formal Holistic Observations

   a. Consists of an evaluator visiting during one (1) class period or viewing a class lesson.

   b. Must be a minimum of thirty (30) minutes in duration.

   c. Will be announced.

   d. The Formal Holistic Observation will precede the Formal Focused Observation.

   e. Pre Conference for Announced Formal Holistic Observations is required. A list of pre-conference questions developed by the OTES Committee will be provided and expected to be answered prior to the scheduled pre conference.

   f. Identification of focus area(s) for the remainder of the evaluation cycle will occur at the post conference.

2. Formal Focused Observations:

   a. Consists of an evaluator visiting during one (1) class period or viewing a class lesson.

   b. Must be a minimum of thirty (30) minutes in duration.

   c. Will be announced.

   d. Purpose is to collect evidence related to the focus area(s) identified during the Formal Holistic Observation post conference.

   e. Results of the observation will be discussed at the final summative post conference.

3. Classroom Walkthroughs / Informal Observations

   a. Teachers in a full evaluation cycle will receive at least two (2) classroom walkthroughs.

   b. May be announced or unannounced.

c. Will be less than thirty (30) minutes in duration.

d. When applicable, will emphasize the identified focus area(s).

e. Additional areas of strength or areas for improvement may be noted.

D. Final Holistic Summative Ratings

1. Gathering Evidence

a. Overall teacher performance is to be scored holistically. Evaluators consider evidence gathered during any pre conferences, formal observations, post conferences, classroom walkthroughs, informal conversations and evidence of practice and professionalism. Trends and patterns of performance over time may also be taken into consideration.

b. Observations and gathering of evidence for the evaluation is to be completed on or before May 1.

2. Performance Ratings

Final Holistic Ratings for each teacher will reflect the one (1) of the four (4) performance ratings embedded in the OTES 2.0 system:

a. Ineffective

b. Developing

c. Skilled

d. Accomplished

E. Concluding the Full Evaluation Cycle

1. A Final Summative Conference accompanying the issuance of the Final Holistic Summative Rating must occur on or before May 10. All Final Holistic Summative Ratings must be accessible and placed in the employee's Personnel File.

2. Missed deadlines would result in an invalidation of the evaluation for the respective school year.

3.05 Less Frequent Evaluation Cycle

A. Frequency

1. Teachers who on their most recent evaluation received a Final Holistic Summative Rating of Accomplished will undergo the full evaluation cycle once every three (3) years, i.e. - two (2) carry-forward years.

2. Teachers who on their most recent evaluation received a Final Holistic Summative Rating of Skilled will undergo the full evaluation cycle once every two (2) years, i.e. - one (1) carry-forward year.

3. Teachers who on their most recent evaluation received a Final Holistic Summative Rating of Developing or Ineffective are not eligible for the less frequent evaluation cycle.

4. Teachers who are up for contract with the district will receive a full evaluation regardless of the prior year rating determination.

B. Professional Growth Plan

1. Teachers in the less frequent evaluation cycle must still complete a PGP annually.

2. PGPs for those on a less frequent evaluation cycle still follow the criteria as described in 3.04.

C. Observations During a Carry-Forward Year

1. Teachers in the less frequent evaluation cycle will receive a minimum of one (1) classroom walkthrough/informal observation to be completed on or before May 1.

2. Will be announced.

3. Will be thirty (30) minutes or more in duration.

4. Documented in the teacher personnel file by the OTES 2.0 Informal Observation form.

D. Conferences During a Carry-Forward Year

1. The PGP will be self-directed with no conference. The PGP must be submitted by the end of the first (1st) nine (9) weeks in OhioES. PGP progress will be discussed at the Summative/Post Conference.

2. One (1) Post conference must occur by May 10 each carry-forward year to discuss progress on the PGP.

3.06 High Quality Student Data (HQSD)

A key tenet of OTES 2.0 lies in the practice of choosing HQSD to guide instructional decisions and meet student learning needs. HQSD may be used in any component of the evaluation where applicable.

A. Each year, a teacher must use at least two (2) approved instruments to provide evidence of student learning attributable to the teacher.

B. HQSD shall include the value-added dimension when applicable to the grade level and subject taught by the teacher. If a teacher has only one (1) value-added measure, then the teacher shall use at least one (1) other approved measure of HQSD.

C. The Evaluation Committee, composed of seven (7) teachers and six (6) administrators, is responsible for approving HQSD instruments.

D. The Evaluation Committee will establish procedures for the approval of HQSD instruments according to the tenets of the OTES 2.0 process.

3.07 OTES 2.0 Workflow and State Reporting

All NTA Evaluations will be recorded using the OhioES System.

3.08 OSCES Evaluation Process

A. The OSCES evaluations will follow all of the same timelines that are outlined for OTES.

B. OSCES evaluations will directly follow the evaluation framework for School Counselors set forth by the Ohio Department of Education.

OSCES:

Appendix C: Ohio School Counselor Evaluation System Model Components

Model Component	Required	Recommended
Self-Assessment		✓
Professional Growth or Improvement Plan	✓	
Two Formal Observations	✓	
Informal Observations	✓	
Pre-Conferences		✓
Post-Conferences		✓
Final Summative Rating using Evaluation Rubric including Metric(s) of Student Outcomes	✓	
Summative Evaluation Conference		✓
Written Report of Evaluation Results	✓	

3.09 Evaluation Committee

The OTES Evaluation Committee has been established for the purpose of developing and recommending the Evaluation Model and High Quality Student Data measures for the Newcomerstown School District.

A. Maintain their joint Evaluation Committee comprised of seven (7) bargaining unit members appointed by the NTA President and six (6) members appointed by the Superintendent or his designee.

B. The Committee shall be chaired jointly by a member from the NTA and a member from the Board.

C. Members of the Committee will receive training in the State-adopted Evaluation Model including, but not limited to the ODE credentialing training during his/her service on the committee.

D. The Committee will research and develop recommendations regarding the process and procedures of teacher performance and student growth measures.

E. The Committee shall establish ground rules.

F. The Committee shall utilize a consensus decision-making model in the

G. Any changes to OTES and OSCES requirements and yearly procedures must be approved by the evaluation committee.

H. The Evaluation Committee will meet each school year before the first round of evaluations.

ARTICLE 4 - PROFESSIONAL MEETINGS

4.01 Professional Meetings

Teachers may be given leave within the appropriated budget without loss of pay, sick leave, or personal leave days and may be reimbursed for expenses (travel, lodging and registration fees). Association representatives will work with the Superintendent on a system-wide plan for determining who and with what frequency individuals and departments will be permitted to attend meetings. (If there are no funds remaining in the appropriated budget, a teacher willing to pay his or her own expenses may be granted permission to attend a meeting within the system-wide plan). The application for the utilization of this day should be sent to the Superintendent no less than five (5) days prior to the meeting date.

ARTICLE 5 - EMPLOYMENT CONTRACT

5.01 Employment Contract

Upon the recommendation of the Superintendent, the Board will either approve or reject a recommended candidate. If approved, a contract will be forwarded immediately to the candidate by the Treasurer. This contract shall be valid for a period of ten days and a statement to this effect shall accompany each contract.

Contracts for employment of teachers are of two types: limited and continuing. All teachers new to the District shall be offered a limited contract of one (1) year duration. Succeeding contracts will be:

Limited Contracts:	First Contract	1 year
	Second Contract	1 year
	Third Contract	1 year
	Fourth Contract	2 year
	Fifth Contract	3 years
	Sixth Contract	5 years

If the Board rejects the recommendation of the Superintendent in reference to a multi-year contract and the Superintendent feels the teacher is competent, he may reserve the right to recommend a lesser contract.

The Superintendent may, in his judgment, based upon the observations and evaluations of the building evaluator, recommend a teacher for less than a multi-year contract. The Superintendent shall provide the teacher with written reasons for such decision.

If the Board does reject the Superintendent's recommendation of a multi-year contract, they shall provide written reasons to the teacher.

5.02 Continuing Contracts

A teacher who has satisfied the requirements for a continuing contract as outlined in Ohio law and wishes to receive a continuing contract, shall notify the Superintendent as soon as he/she has acquired the qualifying credential and attained the required number of years of service. (Reference O.R.C. Sections 3319.08 certification requirements, 3319.11 contract and 3319.22 LPDC, as they may be amended from time to time.)

ARTICLE 6 - REDUCTION IN FORCE

6.01 A reduction in the number of teaching positions may be necessary because of decrease in student enrollment, changes in curricular offerings, financial conditions, or other reasons specified in O.R.C. Section 3319.17.

6.02 Reduction in force does not include voluntary retirement(s), resignation(s), or leave(s) of absence; staff members who were employed to fill a temporary vacancy; or other means, such as non-renewal of contract, whereby positions are vacated. Instead, reduction in force occurs when attrition will not eliminate enough persons or positions, including those employees being reduced in force because of an employee's return from a year or more leave of absence. In such cases the Superintendent will announce that it is necessary to release teachers from employment. This announcement will include the teaching levels and certification areas that might possibly be affected. Throughout this Agreement, any reference to a teacher's certificate or certification shall be construed to also mean a teacher's licensure.

6.03 Ten (10) calendar days before the Board acts on a reduction in force, the Association President will be notified in writing by the school Administration.

6.04 The Board will suspend the contract of any teacher affected by the reduction in force.

6.05 Provisions

A. Seniority is defined as length of continuous service including approved leaves of absence and layoffs from the date of initial service in the District. In instances of identical initial service dates, dates of employment, years of previous experience, and finally, initial interview date as used for the purpose of hiring shall be considered, respectively.

B. If a teacher to be released from one certification area or teaching level holds valid certification in another teaching area(s) or level(s), that teacher shall be transferred at that area or level. All certifications must be on file by January 1.

C. A seniority list provided by the Board shall be submitted to the Association for their review by January 15.

D. The order of reduction according to seniority in each teaching field (area of certification/licensure) area shall be as follows:

1. Teachers holding limited contracts. The Board shall not give preference based on seniority, except when making a decision between teachers who have comparable evaluations.

2. Teachers holding continuing contracts. The Board shall not give preference based on seniority, except when making a decision between teachers who have comparable evaluations.

3. For purposes of Paragraphs 2 and 3 above and Section E of this Article, summative ratings of Accomplished, Skilled, and Developing shall be deemed to be "comparable evaluations" for the 2013-14 school year only. It is mutually understood as to subsequent school years that the District's OTES evaluation committee will continue to meet for the purpose of achieving a consensus on the issue of what the term "comparable evaluations" means.

4. Teachers released prior to the completion of a valid contract for the reasons specified in O.R.C. Section 3319.17 shall have their contracts suspended.

E. Teachers unemployed as a result of staff reduction shall be recalled in inverse order of being released, except that seniority shall not be the basis for recall unless making a decision between teachers who have comparable evaluations.

F. Teachers affected by reduction in force will remain on the recall list for a period of thirty-nine (39) months unless:

1. The teacher requests that the name be removed.

2. The teacher declines a position offered for which certified.

3. The teacher is re-employed by the Board.

G. The Board shall give written notice of recall by certified mail with a return receipt. It shall be the responsibility of each teacher to notify the Superintendent's office of any change in address.

H. Within seventy-two (72) hours of receipt of written offer to return to employment, the teacher shall notify the Superintendent's Office indicating his or her availability to accept the position. Within eight (8) days of the receipt of a written offer to return to employment, the teacher shall accept the position. If either of these time limits are not met, it shall be determined that the teacher has declined the position.

I. Teachers returning to employment after reduction in force shall receive appropriate placement for purposes of salary and other benefits.

J. Teachers affected by reduction in force shall be permitted to be a part of any one or all of the group plans for hospitalization and other insurance by making monthly payments in advance to the Treasurer. Teachers shall not be required to pay more than one hundred two percent (102%) of the

premiums. This provision shall exist as long as the teacher is on the recall list.

ARTICLE 7 - SEPARATION

7.01 By the Board

When it is the intention of the Board not to re-employ a teacher, the Board shall give said teacher written notice of its intentions by June 1. Termination of a teacher's contract during its term is addressed in Article 12, Section 12.03 of this Agreement.

7.02 By the Teacher

A. A teacher may terminate a contract any time after the close of the school year, and prior to July 10, by giving written notice. Such resignations become effective immediately. A resignation after July 10 must be in writing and must be acted upon favorably by the Board before it becomes effective.

B. Any member who is planning on retiring will be exempt from all professional development and OTES requirements upon the submission of their notification to the superintendent for the remainder of the school year. If the retirement will happen at the end of the school year, the notification must be received in writing to the superintendent prior to January 31st of that current school year. If the retirement will happen in the middle of the year, the notification must be submitted in writing to the superintendent by August 15th of that current school year.

ARTICLE 8 - PERSONNEL FILES

8.01 Personnel Files

All personnel records kept in the District shall be maintained in accordance with law.

The employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents at the cost of production. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

The employee shall have the right to submit a written answer to any material contained in his/her personnel file which in his/her opinion is unfavorable to his/her conduct, service, character or personality and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copy.

ARTICLE 9 - TEACHING ASSIGNMENT

9.01 Teaching Assignment

A. In the high school and middle school, the teacher day shall include a duty-free planning period equal in length of a regular classroom teaching period, with a minimum of forty (40) minutes, except in the event of a modified schedule day. Each school day shall have a forty (40) minute duty free lunch period.

B. Duty free planning time for elementary teacher shall be for a minimum of forty (40) continuous minutes daily. Elementary teachers shall also have a forty (40) minute duty free lunch period daily.

C. All teachers will be given proposed teaching assignments along with proposed schedule for the coming school year by July 31.

9.02 IEP Release Time/Alternate Assessment

A. Special education teachers will be provided one (1) release day per school year to write Individual Education Plans (IEPs). Additional days may be granted by the Superintendent due to excessive numbers of IEP students. This day will be used at school.

B. An additional release day for the special education teachers and regular education teachers for IEP conferences. Additional days may be granted by the Superintendent due to excessive number of IEP students.

C. Any teacher who is required to complete an alternate assessment will be given one-half (½) release day on school grounds for each alternate assessment required with a max of three (3) days.

9.03 Services for Students Who are Gifted

A. For general education teachers designated as providers of gifted services as of or after July 1, 2017, when the total number of state-specified clock hours has been met for Professional Development, the district shall require six (6) clock hours for ongoing gifted education professional development.

B. The district will provide a menu of options within the ODE guidelines for gifted renewal hours. These options include but are not limited to lesson plans, book studies, ESC Trainings, and Classes. In addition, a teacher may elect to pursue outside classes or training to meet the gifted requirement so long as the training fits within the ODE guidelines for gifted renewal hours. Courses outside of the district offered for Professional Development may be paid for through tuition reimbursement as per 19.02 of the negotiated agreement.

C. The district will grant one (1) full release day to be used for the completion of gifted professional development hours.

D. Any hours completed for gifted requirements shall be granted the equivalent LPDC hours for contract renewal.

E. OTES 2.0 and OSCES are the only evaluation tools applicable to bargaining unit members.

F. The required Gifted Renewal Hours must be completed by the last work day in March. Failure to do so could result in a discipline referral as per the language in section 12.03 of the Collective Bargaining Agreement.

9.04 Services for Students Identified per the Dyslexia Guidebook

In the event the Ohio Legislature requires implementation of a Dyslexia Guidebook, or equivalent document, the Union and Board agree to negotiate the impact terms and conditions of employment.

ARTICLE 10 - ASSIGNMENT AND TRANSFER

10.01 Assignments and Transfers

The assignments of staff member and their transfer to positions in the various schools and departments of the District shall be made by the Superintendent on the basis of the following criteria, which are listed in order of priority.

A. Contribution which the staff member could make to the students in the new position.

B. Length of service in the District.

C. Qualifications of staff member compared to those of outside candidates both for position to be vacated and for position to be filled.

D. Opportunity for professional growth.

E. Desire of staff member regarding assignment or transfer.

All teachers are subject to annual assignment, but the above listed criteria shall be used in conjunction with the recommendations of the building evaluator.

Teachers will not be transferred without having a conference with the Superintendent relative to such transfer.

The Superintendent reserves the right to make reassignments, if, in his opinion, it is for the best interest of the District.

ARTICLE 11 - VACANCIES

11.01 Vacancies

A. The Superintendent shall announce all openings in teaching and extra-curricular assignments for the current and coming year and the requirements for such assignment prior to the consideration of any individual to fill the position.

B. Consideration will be given to those teachers presently employed by the Board.

C. Vacancies in teaching or administrative positions shall be posted on faculty bulletin boards in each building, on the District website and emailed to the staff within five (5) working days after each Regular or Special Board Meeting during the regular school year. No offer of a job or contract shall be made either before the posting or during the posting period of five (5) working days. During the summer months, once the Superintendent receives a resignation, the notice shall be emailed to bargaining unit members (using members' school email addresses) for five (5) working days. The Board then can accept a resignation and employ at the same meeting during the summer if this procedure is followed.

For vacancies that occur during the summer months, when school is not normally in session, teachers who have expressed an interest in a posted vacant position shall be notified by email.

ARTICLE 12 - DUTIES OF TEACHERS

12.01 Rights and Responsibilities of Teachers

A. The Board shall recognize that academic freedom is essential to the teaching profession. Academic freedom is the right of the learner and the teacher to explore, present, and discuss divergent points of view. The teacher shall be permitted to follow the texts, courses of study as prescribed by the Board and the curriculum by the methods and techniques suited to the needs of each specific class.

Furthermore, the Board of Education recognizes that teachers employed by the district are the preferential instructors for the students of the NEVSD. The administration shall make reasonable and conscious efforts to assure that teachers' schedules meet students' educational needs.

B. No teacher shall be evaluated or non-renewed without following contract guidelines.

C. Teachers shall attend all faculty meetings called by the evaluator or Superintendent unless excused by the person calling the meeting. No more

than eighteen (18) meetings per year may be called. Nine (9) of the meetings shall not exceed the teacher workday by more than thirty (30) minutes. Nine (9) of the meetings shall not exceed the teacher workday by more than one (1) hour.

D. There shall be no meetings or open houses held prior to the first teacher work day of the school year.

E. Teachers are subject to homeroom assignments, and when assigned, they shall handle all the details of records, attendance, social activities, and other matters assumed by the homeroom commitment. Teachers are also expected to share in supervising non-classroom or extra-curricular activities.

F. Planning educational experiences for pupils must be both continuous and a flexible process. This involves pre-planning, the studying of the pupils' records and previous experience, as well as assembling materials and organizing resources in their relation to teaching assignments. Long-range planning should involve a statement of goals, methods for achieving these goals, a perfected plan of evaluation, and some estimate of time allotments. Plan books will be provided by the Board for the teacher to use and should be available at all times for use by the evaluator or supervisors, and as guide for substitute teachers.

G. Teachers shall not be absent from school or any class period during school hours without permission of the principal, assistant principal, administrator in charge or Superintendent, except under conditions outlined in the sick leave provisions appearing in Article 13 of this Agreement. School hours include noon and recess periods. The principal, assistant principal, administrator in charge or Superintendent must know where teachers are during Noon hour.

H. Teachers shall keep their classes in session each day during school hours and assigned periods and shall not dismiss them for any reason without permission of the evaluator or Superintendent.

I. Teachers shall be responsible for the proper use of school property and equipment entrusted to them and for all school property and equipment generally.

J. Teachers shall be responsible for the orderly deportment of all pupils generally and specifically for those who have been assigned to them for any class or other period of time.

K. Teachers shall give every reasonable assistance to all pupils in their studies. If a child has missed assignments due to absence, it is the child's responsibility to seek the teacher's assistance to help him make up the work which has been missed.

L. Teachers shall give careful attention to the health and comfort of the pupils under their care. Teachers shall observe the physical conditions of the room relative to heat, ventilation, lighting, and cleanliness, and shall report unsatisfactory conditions to the building evaluator, and shall report unsatisfactory conditions among students pertaining to personal cleanliness, vision, hearing, etc., to the school nurse, psychologist, or speech therapist.

The Board and Administration shall make every attempt to provide a clean, healthy, and safe environment for its employees and students.

M. Teachers are encouraged to become acquainted with the parents of their pupils and are urged to contact them on matters pertaining to the child's welfare.

N. Teachers are not to promote, advertise, or sell tickets for any organization during school time, nor permit any of their school time to be occupied by agents except as directed by the evaluator or Superintendent.

O. Teachers shall keep all records and make all reports as directed by these rules and regulations or otherwise directed by the evaluator or Superintendent.

P. Teachers shall not send pupils on errands away from the school property.

Q. Teachers are to be given all necessary keys to handle their business in their respective buildings.

R. Each member of the bargaining unit shall have a daily duty-free lunch period of no less than forty (40) continuous minutes.

1. Each classroom shall have the necessary number of student desks and chairs.

2. Each classroom shall have the necessary equipment for instruction.

3. Each classroom shall provide the following for bargaining unit member's use:

Teacher desk with drawers and chair

One (1) four-drawer file cabinet

Wastebasket

Bookshelves

S. No duties shall be assigned to elementary teachers during planning time.

T. Bargaining unit members must be in compliance with Board policies regarding employee professionalism and dress.

12.02 Job Description

A. Qualifications: Set by State Certification Standards

B. Responsible to: Evaluator

C. Job Goal: To help students learn subject matter and/or skills that will contribute to their development as mature, able, and responsible citizens of their community.

D. Performance Responsibilities:

1. Plans a program of study that, as much as possible, meets the individual and group needs, interests, and abilities of students.

2. Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.

3. Uses the Course of Study Guide in the learning process toward the achievement of curriculum goals and, in conjunction with the goals, establishes clear objectives for all lesson plans, units, projects; and communicates those objectives to students.

4. Assesses the progress of students on a regular basis and provides progress reports as required.

5. Counsels with students and communicates with parents on a regular or as needed basis.

6. Assists the administration in implementing all policies and/or rules governing student life and conduct and maintains order in the classroom in a fair and just manner.

7 Exercises extreme care and judgment in relationships with students so that neither the image of the student nor the teacher will be affected adversely.

8. Cooperates with all colleagues, realizing that, while like or dislike of fellow staff members cannot be legislated, cooperation is essential for an effective school system.

9. Creates a positive image and enthusiasm for learning.

10. Speaks positively about students and school system.

11. Strives to improve his/her professional competencies through additional study, workshops, university work and publications.

12. Attends all staff meetings and serves on staff committees as required, unless excused by the person calling the meeting.

13. Complies with rules and regulations as set forth by the evaluator and district administrator.

14. Maintains a professional posture through appropriate dress, behavior, and adherence to other locally established standards of teacher deportment.

15. Responsible for the proper use of school property and equipment entrusted to them.

16. Bargaining unit members must submit a transportation request for the use of school transportation for a field trip at least one (1) week in advance of the date of the field trip.

12.03 Discipline of Employees

Discipline of employees shall be corrective in nature whenever possible, and all employees shall have the right to have a representative of his/her choice present at any meeting related to discipline. The levels of progressive discipline are:

A. Verbal reprimands

B. Written reprimands

C. Suspension from work of three (3) days or less. This suspension may be with or without pay at the recommendation of the Superintendent.

D. Suspension from work of more than three (3) days. This may be with or without pay at the recommendation of the Superintendent.

E. Termination

If the Board intends to terminate an employee, the Superintendent will make a written recommendation that the Board adopt a resolution of intent to consider termination of the employee that also authorizes the Board's Treasurer to give the employee a written specification of the grounds for such consideration. The Board may suspend the employee if, in its judgment, the character of the charges warrants such action.

An employee who wishes to challenge a proposed termination shall have the option of either (1) having a hearing conducted under the provisions of O.R.C. Sections 3319.16 and 3319.161, or (2) submitting the issue directly

to arbitration under the grievance procedure appearing in Article 2 of this Agreement. Exercise of this option must be submitted in writing to the Superintendent within ten (10) calendar days following the employee's receipt of the Treasurer's specification of the grounds for considering termination. If the employee elects to utilize Sections 3319.16 and 3319.161, the written notification shall be construed as a written demand for a hearing before a referee within the meaning of the second paragraph of Section 3319.16. If the employee elects to use the grievance procedure, the written notification shall trigger commencement of a grievance at the arbitration step (Step IV) of the parties' procedure.

Immediate corrective action, including suspension or termination, may only be taken in cases of extremely serious and/or overt actions.

Any objections to the basis or severity of the corrective disciplinary action shall be pursued through the grievance procedure appearing in Article 2 of this Agreement (unless the employee has opted to challenge a proposed termination under O.R.C. Sections 3319.16 and 3319.161 in accordance with the provisions above, in which case these statutes shall apply).

F. Good Behavior Forgiveness Clause

1. After five (5) years of exemplary service and a request by the member, a verbal will no longer be in consideration for future progressive discipline.

2. After ten (10) years of exemplary service and a request by the member, a written reprimand will reduce to verbal reprimand future progressive discipline as long as it is not the same offense.

ARTICLE 13 - LEAVES

13.01 Sick Leave

Sick leave is provided for all full-time employees at the rate of one and one-fourth (1¼) days for each completed month of service, cumulative to two hundred seventy (270) days.

Teachers may use sick leave for absence due to illness, pregnancy, injury, exposure to contagious diseases which could be communicated to other employees or to pupils, and to illness or death in the immediate family.

A. Immediate family means: husband, wife, children, or any other members of the same home; mother and father; brothers and sisters; grandfather, grandmother, and grandchildren; father-in-law and mother-in-law.

B. Application for Sick Leave form attached as Appendix C or via the District's automated system.

C. Sick leave may be used for funeral leave for immediate family members listed above and aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

13.02 Use of Sick Leave for Pregnancy

A. A member of the bargaining unit (female or male) may use available sick leave during the six (6) calendar weeks immediately following the birth of the member's child. If the mother is unable to perform her duties and responsibilities and wishes to use additional sick leave beyond this six (6) week period because of a longer pregnancy-related disability, the Superintendent may require a physician's certification of the mother's inability to work because of such disability.

B. A member of the bargaining unit (female or male) who adopts a child may use available sick leave during the first six (6) calendar weeks immediately following the member's receipt of the child. If both adoptive parents are employed by the Board, the aggregate amount of sick leave that may be used under this provision is six (6) weeks.

C. A bargaining unit member's use of sick leave in accordance with the terms of this Section does not preclude the use of unpaid leave that may be available to the member under Sections 13.06, 13.08 or 13.11 of this Article.

13.03 Extended Leave of Absence

In accordance with O.R.C. Sections 3319.13 and 3319.131, the following provisions shall apply:

A. Upon written request of a teacher, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes.

Teachers shall not be granted unpaid leave to teach in another Ohio school district.

B. Upon written request of a teacher, the Board may grant such leave of not more than two (2) consecutive school years where illness or other disability is the reason for the request.

C. Upon subsequent request, such leave may be renewed by the Board.

D. Teachers on leave shall notify the Board by April 15th of the current school year for which the leave was granted of their intent to return from leave for the following school year.

Upon return to service at the expiration of a leave of absence, a teacher shall be given a position for which he/she is properly certified.

E. A leave of absence shall not lengthen the duration of an employee's limited contract.

F. A teacher taking extended leave of absence will return to a position for which he/she holds certification as per Ohio Revised Code 3319.01.

G. Attendance incentive for employees who have met the following standard for leave use during a school year shall receive the following:

0 days missed = $500.00

1 days missed = $300.00

2 days missed = $100.00

Sick leave and personal leave will be counted as absences. Professional leave, assault leave, association leave and jury duty shall not count as absences for purposes of this section.

Employees shall receive payment of the attendance incentive in their second pay of July.

13.04 Association Leave

The Association shall be granted seven (7) days annual leave for representatives to attend professional business meetings. This leave is non-accumulative. The Board will pay the expenses of the substitute. The Association will be responsible for the expense of the representative(s) at such meetings.

The Association President shall notify the District if the President is not the teacher using Association leave.

13.05 Assault Leave

A teacher who is absent from work due to a physical or emotional disability resulting from a physical assault that occurred while the teacher was performing in the confines of his/her employment assignment, or job duties may apply for workers' compensation benefits. If as a result of the physical assault, Workers' Compensation of Ohio certifies the employee must be absent from work, the Board of Education will pay the difference between the Workers' Compensation daily amount and the employee's daily rate of pay for a maximum of thirty (30) days. This leave will not be deducted from an employee's sick leave balance. During the initial thirty (30) days of absence, all employee insurance and retirement benefits shall continue. After thirty (30) days of absence, the employee may choose to continue Workers' Compensation benefits only or utilize their sick leave. The employee may elect to have his/her pay continue to be paid by the Board during the thirty (30) days, provided the employee remits the Workers' Compensation benefits to the Board upon receiving them.

13.06 Child Care Leave of Absence

A. Child care leave shall be granted without pay.

B. The member of the bargaining unit may request a leave for the remainder of the quarter, semester, or year upon request. The first leave request shall be granted. The member may request a second leave of not more than one (1) year. The request for a second leave will be considered by the Board and may be granted.

C. The teacher taking the leave of absence will be returned to the same position held prior to taking the leave if he/she returns within one (1) year and the teacher has four (4) or more years of experience and has seniority in that position. A teacher taking two (2) years leave of absence will return to a position for which he/she holds certification.

D. An employee returning from maternity leave shall not be entitled to advance on the salary schedule during period of absence.

E. If an employee desires to maintain insurance, the responsibility for premium payment is that of the employee. Payment must be made monthly in advance to the Treasurer's Office or directly to the insurance company. Premiums shall not exceed one hundred two percent (102%) of the Board's premium.

13.07 Court Leave

If a teacher must serve on jury duty, the teacher shall receive pay from the District at the rate of the difference between jury duty pay and their regular pay.

13.08 Adoptive Leave

A. A teacher adopting a child, upon request, shall be granted a leave to commence at any time during the first year after receiving de facto custody of the child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave request may be for the remainder of the quarter, semester, or year. The first adoptive leave request shall be granted. The bargaining unit member may request a second child care leave of not more than one (1) year. The request for a second leave will be considered by the Board and may be granted.

B. The teacher taking the leave of absence will be returned to the same position held prior to taking the leave if he/she returns within one (1) year and the teacher has four (4) or more years of experience and has seniority in that position. A teacher taking two (2) years leave of absence will return to a position for which he/she holds certification.

C. If an employee desires to maintain insurance, the responsibility for premium payment is that of the employee. Payment must be made monthly in advance to the Treasurer's Office or directly to the insurance company. Premiums shall not exceed one hundred two percent (102%) of the Board's premium.

13.09 Personal Leave

A. All bargaining unit members shall be granted a maximum of three (3) unrestricted days of personal leave per school year. Such leave is not cumulative.

B. Requests for Personal Leave shall be filed with the employee's building administrator and forwarded to the Superintendent for his action. The application will be filed as many days previous to the requested absence as possible. Approval will not normally be granted for school days immediately preceding and following school vacation periods or during the last full week of the school year. Any unused personal leave will be converted into accumulating sick leave at the end of the school year.

C. All three (3) days referred to in A. above shall be an Unrestricted Personal Use Day (No more than six [6] people in the District can be absent on any given day on Unrestricted Personal Leave).

13.10 Members of the bargaining unit on an unpaid leave of absence shall be permitted to be a part of any one or all of the group plans for hospitalization and other insurance by making monthly payments to the Treasurer. Premiums shall not exceed one hundred two percent (102%) of the Board's premiums.

13.11 Family Medical Leave Act

A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by the Act. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the Act as provided by law.

B. Eligibility

An employee must have one (1) years' service and also meet all other requirements of the Act.

C. Leave Provisions

1. Each eligible employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year to care for

a new child or a sick child, parent, or spouse, or to use for the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.

2. Any leave beyond twelve (12) weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.

3. Eligible employees may choose to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this Article.

4. Leave taken for a new child must be taken within one (1) year of birth or placement of the child. The employee must give the Board thirty days' notice of the birth or placement if possible, or as much notice as possible, if less than thirty (30) days.

5. Leave under the Act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt their work unnecessarily.

D. Protection of Employment and Insurance

1. The Board shall return the employee taking a leave under this Article to the same position he/she occupied prior to the leave.

2. The Board shall continue to pay the Board contribution to the current medical insurance plan and to STRS for the employee while they are on leave under this Article.

3. The taking of a leave under this Article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

E. Medical Certification

The Board may require medical certification from a licensed physician as to the medical necessity for a leave under this Article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position, or that their presence is required to care for a seriously ill family member. This Section shall be uniformly applied.

F. Return from Leave

If a teacher takes a leave under this Article which is to terminate within the last three (3) weeks before the end of a school term, and the leave is of more than five (5) weeks duration, the Board may require the teacher to

remain on leave for the remainder of the term, under the same conditions as are required by this Article, even if all twelve (12) weeks required by law have been used.

G. The above provisions shall not be construed in any way that is inconsistent with the terms of the Act.

ARTICLE 14 - WORK YEAR

14.01 Work Year

The work year will consist of one hundred eighty (180) days including Parent-Teacher Conferences for students plus four additional days for certificated staff. Two days at the beginning of the year shall be divided as follows; (1) one-quarter (¼) of day one will be designated for principals meeting and three-quarters (¾) of day one shall a teacher workday; (2) one-quarter (¼) of day two is designated for general meetings and three-quarters (¾) of day two is to be designated for in-service.

These four (4) days are to be used for record days and in-service days. If for reason of calamity, school is closed on a Record Day or In-Service Day, it will be considered a Calamity Day. The Superintendent will submit three (3) or more calendar proposals to the Association. The Association, by majority vote will select one of the proposals. The Association's selection will be submitted to the Superintendent for consideration by the Board.

The workday shall be a continuous seven (7) hours and thirty (30) minutes in length.

14.02 When calamity days are announced on the TV and radio, the announcement will indicate whether or not buildings will be open and heated for teachers to work. This is on a voluntary basis.

ARTICLE 15 - TEACHER-PUPIL RATIO

15.01 Teacher-Pupil Ratio

The building evaluators shall make every attempt to achieve a ratio of 25:1 in grades K-5 and 30:1 in grades 6-12. When the teacher-pupil ratio exceeds 30:1 in K-5 for more than twenty-five (25) working days, the teacher will have the assistance of a full-time aide.

ARTICLE 16 - PROFESSIONAL ORGANIZATIONS

16.01 Professional Organizations

Membership in a professional organization shall not be a requirement for employment.

ARTICLE 17 - CONTRACTS

17.01 Individual Contracts - Regular

All teachers employed to perform regular duties by the Board shall receive written contracts in keeping with the Ohio Revised Code. The contract shall include:

A. Name of Teacher

B. Name of School District

C. Type of Contract - Limited/Continuing; Duration

D. Annual regular salary to be paid and the basis used to determine the amount.

Such information shall apply only for the initial year on a multi-year or continuing contract. Thereafter, this information will be included on the annual salary notification during the term of the contract.

E. Signature of the Board President, Treasurer and Teacher.

17.02 Individual Contracts - Supplemental

All teachers paid to perform assignments beyond regular duties shall be given written supplemental contracts in addition to their regular contracts. The supplemental contracts shall include the following:

A. Name of Teacher

B. Name of School District

C. Duration of contract and time period in which supplemental duty is to be performed

D. Title of the Supplemental Duty

E. The Amount of Pay and Basis of Pay

F. Signature of the Board President, Board Treasurer and Teacher

ARTICLE 18 - INSURANCE

18.01 Coverage

A. The board shall provide medical, dental and vision insurance for a comprehensive major medical program. Benefits provided must be equivalent to or better than the previous negotiated agreement. A summary of benefits for each coverage type that describes coverages and benefit

levels including any legally mandated or mutually-agreed upon changes to coverages and benefit levels will be provided annually to every member. It is further understood that, should federal or Ohio law mandate a change in coverages or benefit levels, the affected specifications of the plan will be modified to comply with all legal requirements. Employee insurance withholding amounts throughout the time of this agreement will be:

- Single coverage - $94.00 per month for July 2025 through August 2025 and $104.00 per month for September 2025 forward

- Family coverage - $190.00 per month for July 2025 through August 2025 and $210.00 per month for September 2025 forward.

B. All employees hired after July 1, 2000 shall be subject to the following spousal exception:

All eligible dependent spouses must enroll in the group health plan sponsored by their employer. However, eligible dependent spouses are not required to cover any eligible dependent children under the plan of the eligible dependent spouse. Except for the above condition, this provision is subject to the coordination of benefits and the birthday rule law found in O.R.C. 3902.13.

Should the status of an employee change that may require a change in the employee's health care coverage or eligible dependent coverage, the employee will notify the Board with such a change within thirty (30) days.

Falsification of enrollment information or failure to notify the District of changes in the eligible enrollments of a spouse into spousal employer group insurance coverage will result in the loss of insurance benefits to the employee.

C. Insurance coverage shall be terminated on the effective date of retirement as determined by the employee’s retirement notice.

18.02 Enrollment

A. Employees must enroll in the plan in order to receive benefits. Upon employment, the employee shall receive enrollment information from the Board.

B. New employees may enroll in insurance coverage within thirty (30) days of employment with the coverage becoming effective on the first day of employment. Current employees may add or change coverage during open enrollment each year (last two [2] weeks in August with an effective date of September 1) or any time they experience a qualifying event. Common examples of qualifying events are changes in family status such as marriage, divorce, the birth or adoption of a child and changes in

employment status such as loss of job-based coverage or gaining a new job with health insurance. Changes in enrollment can be made either via paper forms or electronically.

18.03 Life Insurance

The Board will pay one hundred percent (100%) of the premiums for term life insurance and accidental death and dismemberment insurance for each teacher in the amount of thirty thousand dollars ($30,000.00). Each teacher may opt to purchase an equal additional amount of term life insurance according to the insurance carrier's rates and subject to any limitation imposed by the carrier as to percentage of participation. Conversion rights shall be available.

18.04 Section 125 Flexible Benefit Plan

The District agrees to implement a Flexible Benefit Plan under Section 125 of the Federal Internal Revenue Code. Consistent with all applicable statutes and regulations, an employee who participates in health insurance benefits under this Article may also voluntarily select and participate in those benefit options under the Plan (such as payment with pre-tax dollars of non-covered medical care expenses and/or dependent care expenses) that best meet the employee's needs. The administrative fee applicable to the employee who elects to participate in the plan will be paid by the employee through payroll deduction.

18.05 Insurance Committee

A committee comprised of the Superintendent, an evaluator selected by the Superintendent, the Treasurer and an Association representative from each building selected by the Association President will be formed to investigate new types of insurance and to communicate with the members about insurance issues.

18.06 Insurance Opt-Out

If an employee eligible to participate in health (including prescription drug), dental, and vision insurance benefits voluntarily opts out of participation in such benefits for a full insurance year (September 1st through August 31st), the employee will receive an annual lump-sum payment of One Thousand Dollars ($1,000.00) if opting out of single coverage and Two Thousand Dollars ($2,000.00) if opting out of family coverage. To be eligible for such payment, the employee must provide proof of alternative health insurance coverage and file a written application to opt out during the open enrolment period which is the last two (2) weeks in August. Written notifications must be received by September 1st. Payment will be made in the 1st pay of September after the year they opted out. An employee who opts out of coverage may not receive reinstatement of coverage during the year of the opt-out except for a qualifying condition within the meaning of applicable law and the District's insurance plan; an employee who receives reinstated coverage under this sentence will thereby forfeit the opt-out payment specified above.

ARTICLE 19 - SEVERANCE PAY AND PROFESSIONAL GROWTH

19.01 Severance Pay

Employees with ten (10) years' service with the District may, at the time of their retirement from service with the District, elect to receive partial payment for their unused accumulated sick leave.

The request for payment must be submitted to the Board along with the declaration and request for retirement. Only those employees whose effective date of retirement is not later than ninety (90) calendar days after the last paid day of service shall be eligible. The employee must show proof of acceptance into the State Teachers Retirement System before receiving severance pay.

Employees can accumulate a maximum of (270) two hundred seventy sick days. Severance payment shall be paid for a maximum of (240) two hundred forty sick days at a rate of one-quarter (¼) per diem of accumulation. Employees who have not accumulated at least two hundred forty (240) days shall receive payment for one-quarter (¼) of the total accumulated sick leave to a maximum of Sixty (60) days. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment shall eliminate all sick leave credit to the employee at the time.

Such payment shall be made only once to any employee, no later than sixty (60) days after the effective date of retirement with the State Retirement Teachers System, or January 2 of the following year, whichever is designated in writing to the Treasurer.

19.02 Death Benefit

If an employee dies while under contract with the Board and qualifies for severance pay under section 19.01 of this Agreement, excluding the service retirement requirement, the Board will pay the employee's beneficiary or estate an amount of money equal to the severance pay amount detailed in section 19.01 of this Agreement. No amount shall be paid under this benefit if death is caused directly or indirectly by: 1) suicide or intentionally self-inflicted injury, while sane or insane; 2) the [employee's] commission of, or attempt to commit, an assault or any criminal offense; 3) intentional or unintentional use of drugs for non-medical purposes.

19.03 Professional Growth - Tuition Reimbursement

A. Employees who take additional credit hours or CEU hours, which have a relationship to the skills the employees use in their employment in the District, as approved by the Superintendent or LPDC shall be reimbursed for tuition costs, as specified below, upon completion of the course provided the grade is not below a "C" if graded on a letter scale or is a "P" or "S" if graded on a pass/fail or satisfactory/unsatisfactory scale. An employee may be reimbursed under this Section for the required costs associated with

maintaining, renewing, or adding an educator certificate/license issued by the Ohio Department of Education. (Including the cost of the PRAXIS test for the third-grade reading guarantee). In addition, an employee who holds a supplemental contract is eligible for reimbursement under this Section for the costs associated with the employee's PAV certificate renewal, if maintenance of such certificate is required.

B. The Board shall annually appropriate an amount equal to one hundred percent (100%) of the BA-0 step of the salary schedule for purposes of reimbursement under this Section. Employees must apply for tuition reimbursement prior to commencing the class. The amount of payment to a bargaining unit member shall not exceed six hundred dollars ($600.00) in any one school year.

C. Written verification of the cost incurred and a copy of the grade sheet, transcript or other appropriate documentation shall be submitted to the Treasurer for payment. Documentation for reimbursement with respect to course expenses must be submitted not more than six (6) months after the end of the fiscal year in which the course is completed; reimbursement for other expenses requires a purchase order and submission of a receipt. If a course crosses over two (2) fiscal years, it is understood that reimbursement will be made in the later year. Payment will occur within ten (10) days of Board approval.

D. There are two (2) types of tuition reimbursement: standard reimbursement and targeted reimbursement. Standard reimbursement is any reimbursement not outlined specifically in targeted reimbursement.

   a. Standard reimbursement shall be $600 per employee.

   b. Targeted reimbursement is intended for employees seeking advanced educational credentialing or licensing to better support pedagogy in the classroom or other advanced areas of support to education in the district. Targeted reimbursement areas are as follows:

      i. Masters in content area or College Credit Plus certification

      ii. Reading Endorsement

      iii. Masters in Reading/Literacy (K-5)

      iv. Masters in technology Integration in the Classroom

      v. Gifted Endorsement

      vi. Dyslexia certification (Teacher of Dyslexia)

vii. Literacy/Math Coach credentials/certification

viii. BCBA - Board Certified Behavioral Analyst

ix. School Counseling/School Administrative Degree

x. Targeted reimbursement rate will be up to $500 per credit hour, not to exceed twelve (12) hours per year.

E. In order to qualify for targeted reimbursement, the applicant must agree in writing to remain employed within the Newcomerstown Exempted Village School District for a period of three (3) years, post completion of the advanced degree. If the employee chooses to resign their employment for any reason prior to completion of the advanced degree or prior to the three (3) year service agreement, said employee will be responsible for repayment of targeted tuition reimbursement minus the rate of standard reimbursement. Full amount will be due if resigning prior to completion of the advanced degree. If resigning post completion of the advanced degree the calculation will be prorated for each year of service.

For example, if an employee takes thirty (30) credit hours to obtain a degree/certification over a period of four (4) years and resigns their employment for any reason within three years after completion of the advanced degree/certification they will be responsible for the following re-payment:

30 Semester Hours @ $500 per semester hour = $15,000 Targeted Tuition Reimbursement. $15,000 Targeted Tuition Reimbursement - $2,400 Standard Reimbursement (4 Years @ $600 per year) = $12,600 Repayment Amount - 3 Years = $ 4,200 Repayment Amount per Year of Service

Repayment under this example will be:

- $12,600 if resignation occurs before or during the year immediately following degree/certification completion.

- $8,400 if resign after one (1) year of service.

- $4,200 if resign after two (2) years of service.

Note - this is just an example. Amounts will change depending on number of semester hours taken and cost per semester hour.

F. In the event of non-renewal or termination of a teacher's employment by the Administration or Board of Education, the three (3) year agreement outlined in section 19.02 E will be void and repayment not required.

G. There are occasions when the Board of Education secures grant funding that details coursework and training as an allowable expense. Employees' participation in such opportunities fall outside the scope of 19.02.

H. If a bargaining member applies for a job in the field of the degree obtained through targeted reimbursement within the district, and is denied that position, they will be released from the three (3) year requirement outlined in 19.02 section E of this agreement and free to pursue employment elsewhere.

I. If a member drops out of a targeted reimbursement program, then the member is responsible to reimburse the district fifty percent (50%) of the amount received for targeted reimbursement.

ARTICLE 20 - SUBSTITUTE TEACHERS

20.01 Substitute Teachers

A. Substitute teachers shall be approved by the Superintendent of Schools and Newcomerstown Exempted Village Board of Education and shall hold proper teacher certification.

B. Substitute teachers shall be responsive to all policies, rules, and regulations applicable to the regular teacher.

C. When a regular classroom teacher is absent, the evaluator shall make every effort to replace that teacher with a substitute. If an emergency occurs during the day or a substitute cannot be located, the evaluator may ask a teacher to cover classes during their conference period. The compensation shall be a flat rate of twenty dollars ($20) for each section/class that is covered. This payment is only permitted if the unit member is being asked to give up contracted time, such as their planning period, or other time without student supervisory obligations. A teacher may refuse to cover classes with no recourse. When a substitute cannot be found for special classes, such as industrial arts, students may be placed in study hall.

Service contracts will be filled out on a bi-weekly basis, will be verified by building administration, and submitted to the treasurer’s office for approval and payment

ARTICLE 21 - SALARY

21.01 Salary Schedule Determination

The Board agrees to pay all members of the LPDC and all members of the Student Growth Committee an annual stipend equivalent to .03 of the BS-0 Step of the Salary Schedule.

The Board agrees to pay all teachers serving as a mentor teacher under the entry year program an annual stipend equivalent to .04 of the BS-0 Step of the Salary Schedule.

A. Training Credit

1. All credits for training must be certificated by the Ohio State Department of Education or by an accredited teacher training institution.

2. All training and experience shall be certified by the Superintendent to the Treasurer.

3. Teachers will receive credit for training only when the amount of such training is sufficient to qualify them for the next higher salary bracket. Upon completion of such training, the teacher shall notify the Superintendent by submitting a transcript. Salary adjustment will be made at the next regular meeting of the Board after receipt of transcripts from the teacher if the action takes place at or prior to the May regular BOE meeting. Any transcript received after June 1 will result in salary placement changes effective the following school year.

B. Determination of Experience

1. Credit for ten (10) years teaching and/or administrative experience outside the District will be given. In no case shall the Board grant more credit to a teacher new to the system than the total of the employee's experience and/or military service equivalent.

2. The Board will grant a year's experience if the applicant taught one hundred twenty (120) days in any one (1) school year in the same school district or served the same number of days in a branch of the Armed Forces of the United States.

C. Salary Notice

All certificated personnel will be notified of their salaries on or before July 1 of each year.

D. The hourly rate of a bargaining unit member is determined by dividing the annual salary of the bargaining unit member as placed upon the salary schedule by one hundred eight-four (184) contracted workdays and then dividing that answer by seven and one-half (7.5) contracted work hours.

Example: An employee placed at the Bachelor’s Column Step 0 of the salary schedule in 2013 - 2014 would receive an annual salary of twenty-seven thousand forty-nine dollars ($27,049.00). Dividing that salary

by one hundred eighty-four (184) days results in a daily salary of one hundred forty-seven dollars and one cent ($147.01). Dividing that salary by seven and one-half (7.5) hours results in an hourly rate of nineteen dollars and sixty cents ($19.60) per hour.

21.02 Salary Index

NEWCOMERSTOWN E.V.S.D.
TEACHER SALARY INDEX

NEWCOMERSTOWN E.V.S.D. 25-26				
TEACHER SALARY INDEX				
YEARS	B.S.	150		
EXP.	INDEX	Sem. Hrs.	Master's	M +15
0	1.000	1.045	1.095	1.150
1	1.045	1.095	1.150	1.210
2	1.090	1.145	1.205	1.270
3	1.135	1.195	1.260	1.330
4	1.180	1.245	1.315	1.390
5	1.225	1.295	1.370	1.450
6	1.270	1.345	1.425	1.510
7	1.315	1.395	1.480	1.570
8	1.360	1.445	1.535	1.630
9	1.405	1.495	1.590	1.690
10	1.450	1.545	1.645	1.750
11	1.500	1.600	1.705	1.815
12	1.550	1.655	1.765	1.880
15	1.595	1.705	1.820	1.940
20	1.640	1.755	1.875	2.000
25	1.685	1.805	1.930	2.060
28	1.730	1.855	1.985	2.120

21.03 Salary Schedules

NEWCOMERSTOWN E.V.S.D.
2025-2026 SCHOOL YEAR

NEWCOMERSTOWN E.V.S.D.				
2025-26 SCHOOL YEAR				
Base Salary:				$39,096
Pool Increase				$1,800
YEARS		**150**		
EXP.	**B.S.**	**Sem. Hrs.**	**Master's**	**M +15**
0	$39,096	$40,855	$42,810	$44,960
1	$40,855	$42,810	$44,960	$47,306
2	$42,614	$44,765	$47,110	$49,652
3	$44,374	$46,719	$49,261	$51,997
4	$46,133	$48,674	$51,411	$54,343
5	$47,892	$50,629	$53,561	$56,689
6	$49,652	$52,584	$55,711	$59,034
7	$51,411	$54,538	$57,862	$61,380
8	$53,170	$56,493	$60,012	$63,726
9	$54,929	$58,448	$62,162	$66,072
10	$56,689	$60,403	$64,312	$68,417
11	$58,644	$62,553	$66,658	$70,959
12	$60,598	$64,703	$69,004	$73,500
15	$62,358	$66,658	$71,154	$75,846
20	$64,117	$68,613	$73,304	$78,191
25	$65,876	$70,568	$75,455	$80,537
28	$67,636	$72,522	$77,605	$82,883

NEWCOMERSTOWN E.V.S.D.
2026-2027 SCHOOL YEAR

This portion of the salary schedule will be negotiated during the 2025 - 2026 School Year.

NEWCOMERSTOWN E.V.S.D.
2027-2028 SCHOOL YEAR

This portion of the salary schedule will be negotiated during the 2025 - 2026 School Year.

21.04 Pool Grandfather Clause

A. Employees from years 2026 and above will be annually reviewed each year to determine which salary is greater (former salary pool vs. new salary schedule)

B. After comparison, if the pool system is greater, then the dollar amount pool increase listed in the salary schedule will be applied to their previous salary.

C. This will continue unless it becomes more beneficial to return to the salary schedule.

D. Any member in the pool that has enough education to move to the next column, will be returned to the salary schedule and given the salary at their appropriate step and column.

21.04 Extra-Curricular Index Schedule

A. Members who perform co-curricular services shall receive remuneration based on the teacher's base salary BA (0) times the index shown.

Stipend Salary Index							
	I	**II**	**III**	**IV**	**V**	**VI**	**VII**
0	0.18	0.14	0.1	0.07	0.05	0.035	0.025
2	0.19	0.15	0.11	0.08	0.055	0.04	0.03
4	0.20	0.16	0.12	0.09	0.06	0.045	0.035
6	0.21	0.17	0.13	0.1	0.065	0.05	0.04

B. All members employed on a supplemental contract by the Board of Education shall be granted up to a maximum of four (4) years of experience credit from another school district for previous experience in the same supplemental contract position. In order to obtain the "years of experience" credit, the member must provide the District Superintendent with written proof from the Superintendent or Treasurer of the previous school district of the previous experience. This letter of proof must be provided at the time of initial employment.

C. Any member who moves to the left on the above index because of a different supplemental contract in the same activity shall be awarded a maximum of four years of experience credit for stipend determination of the new supplemental contract.

D. Any member who moves to the right on the index because of a different supplement contract in the same activity shall be granted the same number of years on the new supplemental contract that the member would have had on the sold supplemental contract.

E. It is the responsibility of the bargaining unit member to provide proof of previous experience for the calculation of stipend determination. This proof shall be submitted in his/her letter of application to the Superintendent for the supplemental contract position.

F. Groups

GROUP I (Tier I Head Coaches, MS AD)
Head Football Coach
Head Volleyball Coach
Head Basketball Coach, Boys
Head Basketball Coach, Girls
Marching Band Director
Middle School Athletic Director

GROUP II (Tier II Head Coaches)
Strength Coach
Head Wrestling Coach
Head Track Coach, Boys and Girls.
Head Baseball Coach
Head Softball Coach
Head Golf Coach
Head Cross Country Coach
Head Cheerleading Advisor, Football
Head Cheerleading Advisor, Basketball

GROUP III (Tier 1 Assistant Coaches)
Assistant Basketball Coaches, Boys (2)
Assistant Basketball Coaches, Girls (2)
Assistant Football Coaches (4)
Assistant Marching Band Director
Assistant Volleyball Coach

GROUP IV (Tier 2 Assistants, Tier 1 J.H., Tier 1 Freshman Coaches)
Assistant Wrestling Coach
Freshman Basketball Coach
Assistant Softball Coach
Assistant Golf Coach
Assistant Cheer Coach
Assistant Baseball Coach
Assistant Track Coaches (2)
High School Yearbook Advisor
Junior High Football Coaches (3)
Junior High Basketball Coaches, Boys (2)
Junior High Basketball Coaches, Girls (2)

Junior High Wrestling Coach
Junior High Volleyball Coaches (2)
Freshman Volleyball Coach

GROUP V (Tier 2 J.H., Miscellaneous Tier 1)
Junior High Cross-Country Coach
Junior High Track Coaches (3)
Fall Play Director
Spring Play Director
Pep Band Director
Concert Band Director
High School Choir
Junior High Cheerleading Advisor, Basketball
Junior High Cheerleading Advisor, Football

GROUP VI (Miscellaneous Tier 2)
Junior-Senior Prom
High School Student Council Advisor
High School Scholar Quiz Team Advisor
Color Guard Instructor
Majorette Advisor

GROUP VII (Miscellaneous Tier 3)
Assistant Drama Director (1 Play)
Senior Class Advisor
Junior Class Advisor
Sophomore Class Advisor
Freshman Class Advisor
NMS Direction (2)
Senior Project Advisor
Middle School Yearbook
Junior High National Honor Society
High School National Honor Society
5th Grade level Camp Coordinator
6th Grade level Camp Coordinator
Senior Class Trip Coordinator
8th Grade Class Trip Coordinator
Science Fair Director (9-12)
Science Night Coordinator (6-8)
M.S. Science Olympiad
High School Spring of the Arts Coordinator

ARTICLE 22 - ASSOCIATION PRIVILEGES

22.01 Association Privileges

The Association shall be granted the following privileges:

A. Use of school facilities for meetings. Meetings are to be cleared and set by the building evaluator at least two weeks in advance and shall be arranged to not interrupt normal instructional programs or use by other community groups. The meetings must be in keeping with Board policy governing the use of the buildings.

B. Use of school equipment such as copy machines, typewriters, calculators, computers, and audio-visual machines. Board-purchased consumable materials used by the Association, e.g., paper, shall be paid by the Association at Board cost. The Association will assume liability for damage and loss of school equipment.

C. Use of faculty bulletin boards, only with the permission of the building evaluator.

D. Use of internal school mail delivery.

E. Announcements concerning Association activities may be made by Association building representatives at the conclusion of staff meetings, providing the matter is arranged with the evaluator in advance of the meeting.

F. The Association President shall receive at the same time it is sent to the Board members a copy of the Board agenda and all its attachments. Should additional items be added to the agenda at the Board meeting, a copy will be given to the Association President or designee at the Board meeting.

The Association shall receive any additional financial information necessary upon request to the Treasurer.

G. The Association will be contacted for input on any and all matters concerning curriculum revision and textbook selections.

ARTICLE 23 - SALARY CHECKS AND DEDUCTIONS

23.01 Payment of Salary

Effective with the 2022 - 2023 school year, the annual salary of each teacher shall be paid in twenty-six (26) equal installments. However, the sum of total payments made to the teacher shall not exceed the proportional part of their salary that period of service.

All teachers shall be paid utilizing direct deposit.

23.02 Deductions

A. The Board shall provide at no cost to the employee payroll deductions for:

1. Organization Dues

2. United Way

3. Educators' Political Action Committee

4. Additional term life insurance

5. Credit Union

6. Tax Sheltered Annuities

7. U.S. Savings Bond

8. Flexible Spending Account

B. Organization dues deductions shall be solely for NTA, ECOEA, OEA, NEA and their departments and divisions. The Treasurer will be supplied with a list of those persons desiring payroll deduction for dues no later than September 15 of each year. Deductions will commence with the first pay of October and continue with the remaining pay periods. Deductions shall continue in effect from year to year unless revoked in writing and delivered to the Association treasurer and Board treasurer at least thirty (30) days prior to the commencement of the school year.

C. Fair Share Fee

The Association President shall submit a list of all non-members who are members of the bargaining unit to the Treasurer no later than October 1 of each year. The Board shall deduct from the pay of members of the bargaining unit who elect not to become members of the Association a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association shall be transmitted by the Association to the Treasurer on or about September 15 of each year for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

Payroll deduction shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck which period shall be the required probationary period of newly-employed bargaining unit members.

The Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

The Association represents to the Board that an internal rebate procedure has been established in accordance with 4117.09 (C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share pursuant to the internal procedure adopted by the Association.

The Board and Treasurer shall be responsible only for the deduction of the authorized fair share fee and forwarding of the specified amount to the Association. The Association agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs, and/or back pay liabilities arising out of the Board's action or inactions involving the deduction of fair share fee.

The Board and the Treasurer shall be held harmless from any and all costs, including witness and fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense or any liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, to which the Board may be liable by virtue of the provisions of this Article.

It is specifically agreed that the Board shall not be liable to any party and, at no time, shall the Board pay out monies for any reason associated with the provisions of the Article.

D. Board Pick-Up of STRS Contributions

The Board agrees with the Association to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of employees in the bargaining unit under the following terms:

1. The amount to be "picked-up" shall be equal to the total STRS employee contribution of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

2. The pick-up shall apply uniformly to all members of the bargaining unit.

3. The pick-up shall apply to all compensation including supplemental earnings thereafter.

4. The parties agree that should the rules and regulations of the ARE, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

5. Payment for all paid leaves - sick leave, personal leave, severance and supplementals including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction in basis (e.g., gross pay divided by the number of days in a teacher's contract).

ARTICLE 24 - RESIDENT EDUCATOR PROGRAM

24.01 Definitions:

For the purposes of this Article terms shall be defined as follows:

A. "Mentor" - a teacher designated as a Resident Educator Mentor to support a Resident Educator in year 1, 2, 3 or 4 of the District's Resident Educator Program.

B. Resident Educator - a teacher holding a Resident Educator or alternative Resident Educator license and subject to participation in the District's 4-year Resident Educator Program.

24.02 Program Development

The District will implement a Resident Educator Program consistent with Ohio Revised Code Section 3319.223 and its implementing regulations and follow the

Ohio Department of Education's standards for Resident Educators and assigned Mentors.

24.03 Selection Process and Criteria for Mentors:

A. Selection - Mentors:

1. Must complete the following required training by ODE:

a. Instructional Mentoring;

b. Resident Educator Training - 1

2. Must be listed on the Ohio Department of Education Certified Mentor List.

3. Must hold a 5-Year Professional License or 2-Year provisional license that has been renewed two (2) or more times.

4. Must have at least five (5) years of teaching experience.

5. Must have recent classroom experience within the past five (5) years.

6. By program standards, Mentor selection will then be at the discretion of the building administrator of the building in which the Resident Educator is assigned.

7 Mentor selection will take into consideration the following criteria, as set by the Resident Educator Program:

a. Mentors demonstrate commitment of advance professional learning and practice of Resident Educators;

b. Mentors design and facilitate professional development for Resident Educators;

c. Mentors create and foster positive learning environments for Resident Educators;

d. Mentors support Resident Educators instructional and assessment practices.

24.04 Protection and Compensation

A. Protection:

1. Other than a notation to the effect that a teacher has served as a Mentor, the teacher's activities as a mentor shall not be part of that teacher's evaluation or any other employment decision.

2. Not later than two (2) weeks after initiation of the Resident Educator Program the Resident Educator can request the Resident Educator Program Coordinator or the Superintendent to attempt to exercise the option to be assigned a new Mentor.

3. No later than two (2) weeks after initiation of the Resident Educator Program, the Mentor may exercise the option of being relieved of a mentoring assignment.

4. No Mentor shall be involved in the teacher evaluation process; however, Mentors may be required to complete classroom observations as part of the Resident Educator program. These observations will not be part of the format evaluation process.

B. Compensation

Mentors shall be compensated in the following manner:

1. Released from all other classroom responsibilities as needed during the normal work year. The Mentor, Resident Educator and Principal will determine these hours. The Principal will be notified in advance of the release time in the schedule.

2. The Newcomerstown School District understands the value of a strong mentoring program.

Year	Ratio	% of Base
1	1:1	.04
2	1:1	.04
3	Cohort Leader	.05
4	Program Coordinator	As Needed

ARTICLE 25 - TUITION WAIVER

25.01 A bargaining unit member who lives outside the District may enroll his/her child (children) in the District tuition-free.

ARTICLE 26 - COMPLAINTS AGAINST TEACHERS

26.01 Openly talking out problems or concerns in the first line of dealing with complaints.

26.02 Initial attempts to settle complaints against teachers should be made informally through personal, private conferences at the school level among teacher, pupil, citizen, evaluator, and other appropriate staff personnel.

26.03 However, should the comments or complaint warrant consideration or investigation the following shall apply.

A. The citizen shall be encouraged to first discuss the concern personally with the teacher involved.

B. f the citizen is not going to contact the teacher then the administrator shall advise the teacher of the complaint and allow a response from the teacher.

C. No disciplinary action or reference in a teacher's written evaluation of such complaint shall be made if the citizen has refused to discuss the issue with the teacher and/or the teacher is not apprised of the complaint by an administrator.

D. The teacher shall have the right to representation at any meeting regarding a complaint.

ARTICLE 27 - K-12 GRADE LEVEL OR SUBJECT LEVEL PLANNING TIME

27.01 Teachers shall be able to leave immediately after the student leaves two (2) days per week in exchange for teachers staying until 4:00 pm one (1) day for grade level or subject level meetings not more than once (1) per month. Meetings will be scheduled thirty (30) days in advance. Head Coaches/Directors may be excused if requested in advance by the building evaluator. This time is to allow for the sharing of ideas among teachers and also give administrators the opportunity to work more closely with staff.

27.02 Teachers would not be permitted to leave early on days that staff meetings are scheduled.

27.03 These meetings are not to be used for initiating and/or modifying graded courses of study.

ARTICLE 28 - DRUG-FREE WORKPLACE

28.01 A bargaining unit member may be required, at Board expense, to undergo an alcohol or drug test based on a reasonable suspicion that the member is under the influence of alcohol or an illicit drug while performing job tasks.

28.01 The Board may suspend, with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

28.02 The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing, and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

28.02 The conviction, guilty, or no contest plea of an employee for the possession and/or use of any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for requiring the employee to immediately enter a treatment/rehabilitation program as a condition for continued employment. A second conviction, guilty or no contest plea shall be sufficient grounds for termination of employment.

28.04 Pre-Employment Drug Test

All persons being considered for a position in the District shall submit to a pre-employment drug / alcohol screening test prior to employment with the Board. Any applicant found to test positive for a controlled substance as outlined in the DOT Regulations, shall not be employed.

Persons hired pending the outcome of drug testing shall be probationary employees until the District receives test results. Failure of an employee to successfully pass the drug testing shall result in the immediate termination.

ARTICLE 29 - SMOKE-FREE ENVIRONMENT

29.01 There will be a smoking ban on all school grounds, and in all school buildings and school vehicles. Employees smoking on or in Board property will be disciplined.

ARTICLE 30 - MANAGEMENT RIGHTS

30.01 The Board hereby retains and reserves unto itself, limited only by the Ohio Revised Code, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the Constitutions of the State of Ohio, and of the United States.

30.02 The exercise of these rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 31 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

31.01 The Local Professional Development Committee (LPDC) shall be established to review, approve, and oversee professional development plans for licensing and certification, establish and approve CEU credit and college coursework, and give final approval for certification pending any appeal.

31.02 The term of office for LPDC members shall be two (2) years, except the initial term shall be staggered (two [2] for 2 years and two [2] for 3 years) to provide continuity.

31.03 The LPDC shall be composed of seven (7) persons, three of which shall be appointed by the Superintendent, four (4) of which shall be appointed by the

Association, which shall have as representation one teacher form each school in the district. Vacancies arising during the term shall be filled in the same manner.

31.04 The Chairperson and the LPDC decisions shall be determined by majority vote of the LPDC.

31.05 The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable. Administrators, whose plans are denied, may appeal to the Board of Education per the Board appeals procedure as the alternative to the independent appeals procedure.

31.06 For the life of the contract, the LPDC will meet as deemed necessary by the LPDC, working in collaboration with the Superintendent. The agenda for the meeting will be distributed in advance of the meeting. Teacher members shall be compensated at a rate of .03 of the BA-0.

31.07 PDC members shall be afforded the opportunity to attend training related to performance of their duties. Where such training occurs during the regular work day, paid release time shall be granted not subject to any professional leave restrictions.

Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC. At least sixteen percent (16%) of the Professional development Grant shall be reserved for the expenses of the LPDC members.

31.08 Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent. The responsibility for keeping track of necessary requirements is that of the individual professional.

31.09 Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual professional. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

31.10 The Association members of the LPDC will provide periodic written reports to the Executive Committee including minutes of meetings held since the last Executive Committee and other activities.

ARTICLE 32 - HIRING / REHIRING RETIREES

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired. If such individual is hired/ rehired, the following terms and conditions shall govern:

32.01 The individual shall be issued a one (1)-year limited contract, which shall automatically expire, and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.

32.02 O.R.C. Section 3319.11 shall not apply.

32.03 The Board will not offer insurance benefits, unless the individual is precluded by STRS policy from obtaining benefits through STRS

32.04 The employee waives any rights he/she may have or accrue to severance pay either under Ohio law or Board policy.

32.05 The employee agrees to be placed on the salary schedule at a step and proper column as if he/she were a new hire to the District with the Board's discretion of offering up to ten (10) years of credit on the salary schedule.

32.06 Sick leave shall accrue at a rate of one and one-quarter (1.25) days per month and not accumulate beyond the length of the contract.

32.07 The following articles of the collective bargaining agreement shall not be applicable to individuals hired/rehired under this Article:

Severance Pay

Vacancies and Transfers

Retirement Incentive

32.08 Rehired retiree shall be the first to be subjected to a reduction in force within an area of certification.

ARTICLE 33 - LABOR MANAGEMENT COMMITTEE

33.01 The parties shall establish a Labor Management Committee ("Committee") composed of up to five (5) administrators appointed by the Superintendent and five (5) members appointed by the Association, with one representative from each building and the Association President or delegate.

33.02 The Committee shall meet a minimum of four (4) times annually as agreed upon mutually by both parties. Committee meetings shall be for the purpose of maintaining communications in order to cooperatively discuss and resolve issues of mutual concern to the parties. Items to be included on the agenda for such meetings are to be submitted by both parties at least seven (7) calendar days in advance of the scheduled meeting dates.

ARTICLE 34 - RETIREMENT INCENTIVE

34.01 A one (1)-time retirement bonus in the amount of $10,000 will be available to bargaining unit members who become first time eligible for retirement under STRS guidelines and retire effective at the end of each school year. This will include a one (1)-time "catch up" clause for anyone who is beyond their 1st time eligibility and decides to retire at the end of the 2025 - 2026 school year.

34.02 An Irrevocable notice of intent to retire must be received by the superintendent by January 31st of the year in which they are retiring. Payment shall be made the January following retirement.

34.03 1st time eligible includes the purchasing, if a member chooses to do so, of STRS Credit.

34.04 Individuals must provide proof from STRS of first time eligibility

ARTICLE 35 - DURATION AND EFFECTS OF AGREEMENT

35.01 The Association shall be responsible for typing the Agreement. The Board shall be responsible for copying the Agreement. Paper costs shall be divided equally between the Board and Association.

35.02 This Agreement shall be in effect from July 1, 2025 through June 30, 2028 in regard to language. The salary portion of the agreement is for one (1) year only. The Board and the NTA agree to reopen negotiations for the final two (2) years of the agreement during the 2025 - 2026 School Year.

35.03 This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between both parties.

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION		NEWCOMERSTOWN TEACHERS ASSOCIATION	
Superintendent	Date	NTA President	Date
Treasurer	Date	Bargaining Member	Date
Board President	Date	Bargaining Member	Date
Board	Date	Bargaining Member	Date
Board Member	Date	Bargaining Member	Date

APPENDIX A

NEWCOMERSTOWN EXEMPTED VILLAGE BOARD OF EDUCATION
NEWCOMERSTOWN TEACHERS' ASSOCIATION

GRIEVANCE REPORT FORM

Teacher's Name _____

Date _____

Statement of Grievance - Include date of occurrence, statement of the nature of the grievance, provisions of the contract violated, and the action requested.

_____
Signature of the Grievant

STEP 1 - Disposition of the Building Evaluator

_____
Signature of the Building Evaluator

GRIEVANCE REPORT FORM - Continued

STEP II - Disposition of the Superintendent of Schools

Signature of the Superintendent

STEP III - Disposition of the Board of Education

Signature of Representatives of
The Board of Education

Additional pages may be added to this report when necessary.

NEWCOMERSTOWN EXEMPTED VILLAGE BOARD OF EDUCATION
NEWCOMERSTOWN TEACHERS' ASSOCIATION

FORMAL GRIEVANCE PRESENTATION

(A single copy of which will be submitted to the chairman of the grievance committee by the aggrieved, who will retain three (3) copies for himself.)

Aggrieved _____

Date of Formal Presentation _____

School _____

Chairman _____

Statement of Grievance

Action Requested

_____
Signature of Aggrieved

Additional pages may be added to this report when necessary.

APPENDIX B

NETWORK PRIVACY AND ACCEPTABLE USE POLICY FOR NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT STAFF MEMBERS

It is the intention of the Newcomerstown Board of Education to protect the privacy of staff members who use the school computers, computer network and electronic messaging systems to the maximum extent possible given the operational and security needs of the District. The purpose of this policy is to identify the limitations on this privacy and the general restrictions applying to the use of computers and electronic messaging systems of the district.

Acceptable and Unacceptable Uses

The computers, computer network and messaging systems of the School District are intended for educational uses and work-related communications. Incidental use of the e-mail and voice mail systems by staff members for personal communications is permitted as long as such communications are limited in number, are initiated during non-work periods, and do not interfere with the primary intended uses of the system. Staff members should be aware that all email is public domain and there should be no expectation of privacy in regard to email communication.

The following are uses which are unacceptable under any circumstances:

- the transmission of any language or images which are of a graphic sexual nature
- the transmission of jokes, pictures or other materials which are obscene, lewd, vulgar, or disparaging of persons based on their race, color, sex, age, religion, national origin, or sexual orientation
- the transmission of messages or any other content which would be perceived by a reasonable person to be harassing or threatening
- uses that constitute defamation (libel or slander)
- uses that violate copyright laws
- uses that attempt to gain unauthorized access to another computer system or to impair the operation of another computer system (for example, the transmission of a computer virus or an excessively large e-mail attachment)
- any commercial or profit-making activities
- any fundraising activities, unless specifically authorized by an administrator

Security and Integrity

Staff members shall not take any action which would compromise the security of any computer, network, or messaging system. This would include the unauthorized release or sharing of passwords and the intentional disabling of any security features of the system.

Staff members shall not take any actions which may adversely affect the integrity, functionality, or reliability of any computer (for example, the installation of hardware or software not authorized by the system administrator).

Staff members shall report to the system administrator or a School District administrator any actions by students which would violate the security or integrity of any computer, network, or messaging system whenever such actions become known to them in the normal course of their work duties. "This shall not be construed as creating any liability for staff members for the computer-related misconduct of students."

Right of Access

Although the Board of education respects the natural desire of all persons for privacy in their personal communications, and will attempt to preserve this privacy whenever possible, the operational and security needs of the District's computer network and messaging systems require that full access be available at all times. The School District therefore reserves the right to access and inspect any computer, device or electronic media within its systems and any data, information or messages which may be contained therein. All such data, information and messages are the property of the School District and staff members should have no expectation that any messages sent or received on the School District's systems will always remain private.

Legal Ref.: O.R.C. 3313.20, 3313.47

(Children's Internet Protection Act of 2000, 47 USC § 254 (h), (1)

RECEIPT FORM on attached page]

RECEIPT FORM

I acknowledge receipt of the "Network Privacy and Acceptable Use Policy for Staff Members" of the Newcomerstown BOE approved 8/21/2003).

_____
Staff Member Signature

PLEASE PRINT: _____

Date above signed: _____

(Sign and date this sheet and return only this sheet to the building secretary.)

APPENDIX C

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOLS
NEWCOMERSTOWN, OHIO

AUTHORIZATION FOR PARENT-TEACHER E-MAIL COMMUNICATION

Dear Parent(s):

The School District provides its teachers with access to electronic mail ("email") for educational purposes and District-related business. The District believes that access to e-mail and other technological resources provides the ability to gather and disseminate information, as well as to enhance home/school communication.

While e-mail may be the most effective way of communicating with your child's teacher, it should not be assumed that e-mail correspondence is entirely private and confidential. The District undertakes a number of measures to ensure the security and integrity of its technological resources. However, e-mail travels over the Intranet where unauthorized individuals may be able to access an e-mail exchange between a parent and a teacher. Additionally, an e-mail message may be forwarded to the wrong person or e-mail address. Therefore, it may still be best for parents to utilize another method of communication when informing a teacher of particularly sensitive material or requesting a teacher to provide the same.

To protect the privacy of students, the District requires all teachers to abide by an "Acceptable Use Policy" that governs use of the District's technological resources, including e-mail correspondence. Therefore, any parent who wishes to communicate with their child's teacher via e-mail must authorize such communication by providing an e-mail address to be used by the teacher and agreeing to the terms below.

"Subject to these understandings, I wish to communicate with my child's teacher via e-mail. The following e-mail address is the address that I wish any e-mail correspondence relating to my child(ren), to be sent to:"

E-mail Address: _____

"I understand that the teacher may not respond to inquiries I make from any other e-mail address. I agree that if the e-mail address I have provided changes for any reason, I will notify the teacher immediately

Parent Name (Print): _____

Parent Signature: _____

Name of Child(ren): _____ _____

_____ _____