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MASTER AGREEMENT

BETWEEN THE

NEW MIAMI LOCAL BOARD OF EDUCATION

AND THE

NEW MIAMI EDUCATION ASSOCIATION

July 1, 2025 through June 30, 2028

IMPORTANT DATES

September	Written notification to Treasurer due amount to be withheld for tax reduction plan.
September 15	Written verification and completion of hours to advance on salary schedule/column due to Treasurer.
	Written notification to teachers informing of continuing contract requirements.
	Written submission due to Treasurer for application for tuition reimbursement.
September 30	Notification by Building Principal to professional staff members being evaluated in the current school year.
October 1	Last date to donate to the Sick Leave Bank.
October 15	Written notification to Treasurer of desire to have Association due deduction.
	Written notification of continuing contract eligibility for teachers due to Superintendent. (Section 8.03)
December 1	Written letter of resignation due for retirement purposes to receive retirement incentive.
May	Month when Board takes action (renewal or nonrenewal) on employment contracts. (Article VII)
June 1	Final date for notice to employee of contract nonrenewal.
June	Pay for attendance incentive made, where applicable.

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ARTICLE I: PROFESSIONAL NEGOTIATIONS AGREEMENT

1.01 Recognition

(A) Recognition of the Association

The New Miami Board of Education, hereinafter referred to as the "Board," recognizes the New Miami Education Association/OEA/NEA as the exclusive and sole negotiating representative of all the certified non-supervisory personnel employed by the Board, including all full-time and part-time regular teachers, counselors, school nurses, paraprofessionals. This bargaining unit does not include any administrative and supervisory employees who have the authority to employ, evaluate, transfer, assign, discipline, or discharge members of the bargaining unit.

(B) The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the New Miami School District and as the employer of all certificated personnel of the school system.

Unless limited by a provision of this contract and the duty to bargain under 4117 ORC, the Association recognizes the rights, powers, functions, responsibilities, and authority of the Board and the following enumerated rights:

(1) To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the New Miami School District, standards of services, the Board's overall budget, utilization of technology, and organizational structure;

(2) To direct, supervise, evaluate, or hire employees;

(3) To maintain and improve the efficiency and effectiveness of the New Miami Local School District;

(4) To determine the overall methods, process, means, or personnel by which the operations of the New Miami School District are to be conducted;

(5) To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

(6) To determine the adequacy of the work force;

(7) To determine the overall mission of the New Miami School District;

(8) To effectively manage the work force; and

(9) To take actions to carry out the mission of the New Miami School District.

(C) It also is acknowledged by the Association that those rights, powers, functions, responsibilities, and authorities of the Board contained above, and the use of judgment and discretion therewith, shall belong solely and exclusively to the Board during the term of this agreement and all other agreements, except as may be expressly and specifically modified by the express terms of this Agreement.

(D) The Board agrees that it is its intention that all conditions of employment and general working conditions in effect in the District at the time this agreement is signed shall be maintained at not less than highest minimum standards in effect at the time of said signing and that this agreement shall not be interpreted or applied to deprive members of any professional advantage heretofore enjoyed unless expressly stated herein.

(E) Recognition of the Superintendent

The Association and the Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board as well as the educational leader of the school system. He/She or a designated representative may actively participate in the negotiations process.

(F) Recognition of the Association President

The Board recognizes the President of the Association as the spokesperson for the members of the bargaining unit. The designated representative shall be consulted on all matters relating to the negotiated contract and other issues of mutual concern.

(G) Membership in Professional Organizations

Both parties recognize that certified personnel have the right to join any organization for their professional and/or economic improvement and that membership in any organization shall not be required as a condition of employment.

1.02 Scope of Negotiations

(A) The parties recognize and agree that not all matters relative to the conduct of the New Miami Public School and its employees are appropriate matters for professional negotiations between the parties. Therefore, the scope of negotiations shall be limited to salaries, fringe benefits, and terms and conditions of employment of the members of the bargaining unit.

1.03 Negotiations Procedure

(A) Directing Requests

Requests in writing for negotiating meetings from the Association will be made directly to the Superintendent and the Board. Requests in writing from the Superintendent or the Board or their representative will be made to the President of the Association. Such requests will be made not more than ninety (90) days prior to the expiration of this contract or the reopener contained herein.

(B) Negotiation Meetings

(1) An agreement shall be reached by the parties within five days of the request as to the time and place of the meeting which shall not adjourn until a time and place has been established for the next session.

(2) The initial bargaining session and all succeeding sessions shall not adjourn until a time and place has been established for the next session.

(3) Negotiation meetings shall be in executive session unless otherwise agreed to by both parties.

(C) Negotiation Representatives

(1) The parties or their designated representatives shall meet to negotiate and make every effort to reach a mutual agreement in a reasonable amount of time.

(2) The negotiations team(s) will consist of three members plus two consultant/observers. Neither party shall have any control over the selection of the negotiating representatives of the other.

(3) While no final agreement shall be executed without ratification by the Board and the Association, the parties mutually agree and pledge that their representative will be clothed with all necessary power and authority to make proposals, to make concessions in the course of negotiations, and to come to tentative agreement.

(4) The parties may appoint joint ad hoc committees to research, study, and develop projects, reports, and programs, and to make recommendations on matters under consideration. The reasonable costs for such committees shall be borne equally by the Board and the Association if approved by both parties.

The parties or their designated representatives shall meet to negotiate and make every effort to reach a mutual agreement in a reasonable

amount of time. Neither party shall have any control over the selection of the negotiating representatives of the other.

(D) Information

The Board and the Superintendent agree to make available to the Association negotiations committee, upon request and in reasonable time prior to and during negotiations, all available information concerning financial resources of the district and such other information as will assist the Association in development of intelligent, accurate, and constructive programs on behalf of the members, the students, and the educational program. The Association agrees to furnish all available information on its proposals to the Board's negotiation representatives to support the development of sound programs for the school district.

(E) While Negotiations are in Progress

(1) Recesses - The chairperson of either group may recess his/her group for independent caucus at any time. Caucuses shall be of reasonable length, not to exceed thirty minutes. If agreement cannot be reached in that time, a recess is in order.

(2) Protocol - No action to coerce or censure or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiations process.

(3) Item Agreement - As negotiations items receive tentative agreement, they shall be reduced to writing and dated and initialized by each party and be used only by negotiating parties during negotiations.

(4) News Releases - No news releases may be made to the media available to general public, which includes radio, television, and newspapers, during the negotiations unless submitted in writing to and approved by the representatives of both parties.

(F) Impasse

(1) If an agreement has not been reached after sixty (60) days from the first meeting between the bargaining teams, either party may declare impasse and call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

(2) The mediation period shall be sixty (60) calendar days from the first meeting with the mediator. After the sixty (60) day period has expired and if an agreement has not been reached, then the Impasse Procedures of this Contract shall be deemed to have been completed

and an impasse shall exist. At that time the Board shall have the right to implement its final offer if it so chooses and the Association shall have the right to strike under the provisions of ORC Chapter 4117 if it so chooses.

1.04 Agreement

(A) When an agreement has been reached through negotiations, the outcome, including the dates of implementation, shall be reduced to writing, signed and dated by both parties and submitted to the Association and the Board.

(B) Following ratification by the Association, the Board shall take action to adopt or reject the agreement at the next regularly scheduled Board meeting and make it a part of the minutes.

1.05 Reopener Provisions

(A) If mutually agreed to by the parties, this contract or any part thereof may be renegotiated prior to the termination of the effective date of same. Negotiations shall begin within thirty (30) days of the agreement to renegotiate in accordance with the procedures in this Article.

1.06 Contrary to Law Provisions

(A) If any provisions of this contract shall be found to be contrary to law, by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the contract.

(B) Any section of the contract found to be unlawful shall be renegotiated by the parties. Negotiations on such a section only shall commence within fifteen (15) days of the determination that the provision is unlawful. Negotiations shall conform with the procedure outlined in this document.

1.07 Definitions - for the purpose of this contract, the following definitions shall apply:

(A) Seniority shall mean the length of continuous service in the district. A member's seniority shall be computed from the most recent date he/she was hired by the Board as shown in its official minutes. Continuous service shall not be deemed interrupted by a period of discontinuance of active employment, when such period is followed by a return to active employment and the discontinuance is due to (1) Board-approved leave, (2) disability leave as described under STRS or SERS disability retirement, (3) military leave, or (4) reduction in force up to twenty-four months. Service credit shall continue to accrue during military leave only. Ties in seniority shall be resolved by the flip of a coin.

(B) Days shall mean work days, but not calamity days, or Monday through Friday during the period after the last day of the regular school year and before the first day of the next regular school year.

(C) Member shall mean any person in the bargaining unit as defined in 1.01 A.

(D) Parties shall mean the Association and the Board.

(E) Teacher shall mean those employees who are employed by the District on a teaching contract.

(F) Individual/Small Group Instructor shall mean an LD instructor employed to augment, not replace, an existing LD classroom unit.

(G) Paraprofessional shall mean those employees who aid and assist the classroom teacher with the instructional program and/or perform instructional services directly with the students under the job description teacher aide, teacher helper, media specialist, and/or Study Hall/Alternative Education Experience Supervisor. These persons must have training as provided by the district as an educational aide, qualify for an educational aide permit, and have ESEA certification through the Ohio Department of Education. Present employees who are employed as teacher aides or teacher helpers are grandfathered in the above definition of paraprofessional.

ARTICLE II: GRIEVANCE PROCEDURE

2.01 Grievance Policy

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial, and fair hearing on their grievances.

Such procedures shall be available to all members and no reprisals of any kind shall be taken against any member initiating or participating in the grievance procedure.

2.02 Purpose and Objectives

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

2.03 Grievance Defined

A grievance is an allegation by a member or the Association of a violation,

misinterpretation, and/or misapplication of a term or provision of this agreement by the Board or one or more of its administrative or supervisory employees. Administrative actions and Board policies are not grievable unless they are in conflict with this Master Contract.

2.04 General Provisions

(A) A individual grievance may be initiated only by the person affected by the alleged violation, misinterpretation, and/or misapplication.

(B) A group grievance may be initiated only by the Association and must allege a violation, misinterpretation, and/or misapplication that affects two (2) or more members.

(C) An alleged violation shall be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.

(D) A grievance shall be reduced to writing using the adopted grievance form (Appendix C) and include:

(1) a statement of the grievance, citing the articles, sections, and/or subsections of this contract which are alleged to be violated, misinterpreted, and/or misapplied;

(2) the relief sought;

(3) date of initiating the procedure.

(E) The Association shall be available to assist any member in preparing the proper and complete information necessary to expedite the procedure.

(F) A representative of choice may be used by all or any party involved in the grievance procedure all levels. If the representative for the member is an organizational representative it shall be only official representatives of the Association.

(G) Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.

(H) Failure of the grievant to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.

(I) Failure of the administration to respond in the time limit stated shall mean the grievance automatically proceeds to the next level.

(J) A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.

(K) Resolution of a grievance at any level shall apply to the stated grievance only and shall in no way infringe on the statutory rights, obligations, or other policies of the Board.

(L) Nothing contained in this procedure shall be construed as limiting the individual rights of a member, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication. However, any settlement of any complaint or problem must be consistent with this contract and its provisions.

(M) A grievance may be withdrawn at any level without prejudice or record.

(N) No record, document or communication concerning a grievance shall be placed in the personal file of any participant(s) involved in the procedure herein described, unless the grievance concerns disciplinary action which is upheld.

2.05 Procedure

(A) Level I - Administration

A copy of the written grievance shall be submitted to the grievant's immediate administrator within twenty (20) days of becoming aware of the grounds for the grievance.

A meeting shall be mutually agreed upon between the grievant and the administrator within five (5) days of the filing of the grievance. Either the grievant or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the meeting, the administrator shall provide the grievant with a written response stating his/her position and suggestion for resolving the grievance. A copy of the administrator's response shall be sent to the Association.

(B) Level II - Superintendent

If the grievant is not satisfied with the suggestion for resolving the grievance received in Level I, he/she may, within five (5) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.

The meeting shall be within five (5) days of the request.

The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days of the meeting, the Superintendent shall provide the grievant with a written response stating his/her position and suggestion for resolving the grievance. A copy of the response shall be sent to the Association.

(C) Level III - Arbitration

If the grievance has not been satisfactorily resolved at Level II, the Association may, within ten (10) days of the Level II decision, demand arbitration under the voluntary arbitration rules of the American Arbitration Association. The cost of the services of the arbitrator including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be equally split between the Parties.

The arbitrator shall not have the power to add to, subtract from or modify this contract. When issued in accordance with these procedures, the opinion and award of the arbitrator shall be final and binding upon all parties.

ARTICLE III: ASSOCIATION RIGHTS

3.01 There will be no reprisals of any kind taken against any member by reason of his/her membership in the Association or participation in any of its legal activities.

3.02 If negotiations meetings or negotiations related activities, such as impasse panel hearings between the Board and the Association, are scheduled during a school day, the members of the Association Negotiating Team will be relieved of all regular duties in order to permit their participation in such meetings, provided, however, that the number of Association members participating at any one time shall be limited to two and the Association will pay for the substitute member for the period of time.

3.03 In order for the Association to administer this Agreement properly for the benefit of the members and the welfare of the school system and to otherwise properly represent the members of the negotiating unit, the representatives of the Association will have access to all school buildings and to all members, provided that the exercise of this right does not interfere with the educational program. Association business must be

conducted outside the hours of instruction.

3.04 The Board will, upon request, provide the Association with any documents and/or data which will assist it in developing intelligent, accurate, informed and constructive programs on behalf of the members and their students, together with any other available information which may be necessary for the Association to formulate programs or process grievances under this Agreement.

3.05 The Board shall make electronically available copies of minutes of official Board meetings and all other documents related to matters set forth in Section 3.04 above that are distributed to Board members at official meetings.

3.06 (A) The Association will have the right to use school buildings without cost at reasonable times for meetings. Request for the use of such buildings will be made through the building principal.

(B) There will be one (1) bulletin board of appropriate size for partial use of the Association in the faculty lounge in each school building for the purpose of displaying notices, circulars, and other such material.

(C) The Association will have the right to use the inter-school mail system to distribute material of the type described above and the use of office equipment (this does not include school supplies).

3.07 The Board agrees to deduct from the salaries of the members, dues, assessments, and any other agreed upon deductions, for the Association and to transmit the monies promptly to such organization or organizations.

3.08 A member of the Association, when chosen by the Association to act as their delegate, will be granted no more than a total of three (3) days to attend such meetings.

3.09 The Association President or his/her designee may purchase additional release time for Association business through the payment of his/her substitute's salary.

3.10 Fair Share Fee

This Section 3.10 is null and void as a matter of law based on the United States Supreme Court decision in *Janus v. AFSCME, Council 31, 585* (2018) and will not be implemented, but is preserved and shall be utilized should the law change in future years.

(A) Payroll Deduction of Fair Share Fee - The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the NMEA, 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.

(B) Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

(C) Schedule of Fair Share Fee Deductions

(1) All fair share fee payers - payroll deduction of such fair share fees 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.

(2) Upon termination of membership during the membership year - the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

(D) Transmittal of Deductions - 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 amount deducted for each.

Procedure for Rebate - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each 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.

(F) Entitlement to Rebate - Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

(G) Indemnification of Employer - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

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

(2) The Association shall reserve the right to designate counsel to represent and defend the employer;

(3) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its council at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

(4) The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE IV: COORDINATING COUNCIL AND COMMUNICATION COMMITTEES

4.01 The NMEA and the Board agree that a coordinating council shall be established to facilitate communication between members and administration. Through the existence of this council and its separate building branches, an opportunity will be provided for the sharing of ideas and concerns between administrators and staff. These concerns may include, but are not limited to, policy and program decisions, problems of professional performance, and concerns that would affect the welfare of the New Miami Local School District.

This council will consist of the Superintendent, each of the building principals, the Association President, and a building representative from each building appointed by the Association President.

(A) The Association President will appoint a chairperson and a recorder for this council. The council will meet as needed upon request from one of the building committee chairpersons. A meeting of this council may include representatives from some or all building committees as needed. The Association President and the Superintendent shall always be present at a meeting of this council. Any faculty member may be invited to attend if necessary.

(B) The chairperson will be responsible for preparing the agenda and conducting the meetings. He/She will submit a written report of each meeting to the executive

committee. The recorder will prepare minutes of each meeting and distribute them to all Board members, administrators, and all members of the instructional staff.

(C) It should be understood that this council is not a bargaining agent for any individual or group, but a two-way instrument of communication for both problems that arise and for planning of future improvements. Neither is it the "official" channel for a grievance procedure. The NMEA recognizes that all final decisions are the authority of the administration and the Board in compliance with the conditions established in our negotiated contract.

4.02

(A) The chairperson responsible for calling the meetings, preparing the agenda, and conducting meetings. The chairperson will appoint a recorder to prepare minutes of each meeting and distribute copies to the building principal(s), the Association President, and members of the instructional staff of that building.

(1) Items to be placed on the agenda should be brought, by a member or an administrator, to the attention of the chairperson at least three (3) days prior to the meeting date.

(a) If an item to be placed on the agenda is of a routine building maintenance or functioning nature, it shall be brought to the building principal first, before it can be placed on the agenda.

(b) If the communication is intended to go before the Board, it should first be brought to the Superintendent and/or this Council for discussion and possible remediation before being presented to the Board.

(2) If an item is of an "unofficial" grievance nature, it must have been brought to the attention of the building principal first, before it can be placed on the agenda.

(3) The agenda must be distributed to all members of the communication committee at least one day before the meeting.

(F) These meetings shall be conducted in a professional manner. No reprisals of any kind shall be taken against any member initiating or participating in committee action.

(G) These Council shall not be considered for use by only the Association members.

ARTICLE V: TEACHER EVALUATION PROCEDURE

This Evaluation Procedure shall only be utilized for those teachers who are not governed under the provisions of the Ohio Teacher Evaluation System or the Ohio School Counselors Evaluation System in accordance with Ohio law.

5.01 Authorities

The Evaluation Form, Observation Form, and Professional Growth Plan will be the documents created and utilized for OTES. The procedures which follow in Section 7.03 shall entirely supersede all procedures and requirements set forth in O.R.C. Section 3319.111, 3319.112, and 3319.113.

5.03 Procedures

(A) Notification

By September 30 written notice shall be given by the building principal to all professional staff members being evaluated during the current year.

(B) Initial Conference

Before November 1, the principal shall meet with each staff member being evaluated. During this initial conference, the principal and staff member will review the district evaluation instruments, set goals, and adopt a schedule for a planned observation. At least one observation must be planned, either at this meeting or at least one week in advance of the observation.

(C) Staff Evaluation Schedule

(1) All professional staff members new to the district, regardless of past experience, will be evaluated during the first year of employment.

(2) All professional staff members on limited contracts will be evaluated at least in the final year of the contract period.

(3) All professional staff members on continuing contracts will be evaluated once every three years unless a documented performance deficiency is noted by the administrator.

(4) An administrator or staff member may initiate the evaluation procedure at any time during a contract period.

(D) Evaluator

The building principal, Superintendent, or appropriately certificated designee will be the evaluator for the New Miami Local School District.

(E) Duration and Documentation of Observations

Each classroom observation shall be made for a minimum of thirty (30) consecutive minutes and documented by the completed Observation Form.

(F) Timing of Observations

When three observations are required:
One planned observation and post-observation conference between the evaluator and staff member shall be held on or before November 30th. One observation and post-observation shall be held on or before March 15th . Each post-observation conference shall be held within one week following the classroom observation at a mutually agreeable time, unless otherwise agreed by the parties. If a third observation is necessary or required, it shall be held on or before May 1st.

When two observations are required:
One planned classroom observation and post-observation conference between the evaluator and staff member shall be held on or before November 30th. One observation and post-observation shall be held on or before March 15th. Each post-observation conference shall be held within one week following the classroom observation at a mutually agreeable time, unless otherwise agreed by the parties.

(G) Post-Observation Conference

Informal observations shall be followed by an observation conference between the observer and member within a reasonable time after the observations if deficiencies have been noted. During the conference, areas of concern shall be discussed, suggestions for improvement made, and positive and negative points noted.

(H) Observation Results

Each member shall receive a copy of the Observation Form for time period observed at or before the observation conference.

(I) Identification of Professional Difficulties and Assistance

A principal and/or Superintendent may identify a member who is having professional difficulties with classroom management, instructional skills, or teaching effectiveness with students, and shall identify specific deficiencies and in that regard shall offer specific suggestions to guide the member toward the

solution of the professional difficulty. Such suggestions may include but are not limited to:

(1) Demonstration in an actual classroom situation.

(2) Direction of the member toward a model for emulation, allowing opportunities for observations.

(3) Initiation of conferences between evaluator, observer(s), member, and appropriate director(s) of instruction, to develop plans directed toward improvement of classroom performance.

(4) Guidance of the member toward workshops.

(5) Observation by the observers to note the day-to-day lessons and their interrelationships as well as the progress of the member.

(6) Professional consultant to work with the member.

(J) Documentation o-f Evaluation

Each member shall receive an Evaluation Form completed by the evaluator before May 10th.

(K) The principal shall enter such comments as he/she may deem appropriate as to the ability and/or willingness of the member to respond and improve, as he/she may observe, on the written evaluation record.

(L) Right to Rebuttal and Right to Copies of Forms. The observation reports and evaluation form shall be completed and placed in the member's personnel file located in the district's central office. The member may attach his/her response to each evaluation. The member shall be provided with a copy of each observation report and evaluation form.

(M) If a teacher up for contract renewal is absent and unavailable to be observed and/or evaluated in accordance with the timelines required by the evaluation procedure, these timelines shall be extended through the end of the school year and the remaining observations/evaluations shall be conducted when the teacher returns to work during the remainder of the school year.

(N) If the teacher does not return to work during the remainder of the school year and is unavailable to be observed/evaluated, the Board shall decide to renew or non-renew the teacher utilizing the observations/evaluations that were completed prior to the teacher's absence as well as evaluations/observations from prior years if available.

ARTICLE VI: PARAPROFESSIONAL EVALUATIONS

Paraprofessionals covered by this agreement shall be annually evaluated by his/her supervisor. The evaluations shall be based upon the paraprofessionals' work performance and other work-related areas over a reasonable period of time. A copy of the evaluation form to be used in a particular school year shall be furnished to each new employee prior to October 1 of that school year.

6.01 EVALUATION CONFERENCE: An evaluation conference between the paraprofessional and the paraprofessional/s immediate supervisor shall be held at least annually. Evaluation conferences may be held more often than is specified above if requested by the paraprofessional or as determined by the paraprofessional's supervisor.

6.02 COMPLETION OF EVALUATION FORM: A copy of each evaluation form shall be reviewed with the paraprofessional with a copy of the form given to the paraprofessional at the conclusion of the evaluation conference. The supervisor and paraprofessional shall sign the evaluation form. The signature by the paraprofessional does not constitute approval or disapproval, but only that the evaluation has been reviewed.

ARTICLE VII: NON-RENEWAL

7.01 The Association and the Board agree that a recommendation by the building principal to the Superintendent or by the Superintendent to the Board, for the nonrenewal of a member's regular limited contract shall take into account the member's ability or lack thereof, and the degree of professional competency of the member, or the lack thereof. One of the functions of the formal evaluation procedure is to measure each member's ability and professional competency; another function of such procedure is to apprise the member thereof.

7.02 A full written record of evaluation of a member's professional service shall be maintained in accordance with the evaluation procedure by each building principal, and such written record shall be completed prior to the recommendation by the building principal to the Superintendent for the nonrenewal of a member's regular limited contract. Copies of such information shall be made available by the administration to the member upon written request (Appendix E).

7.03 The building principal shall make a recommendation to the Superintendent for the nonrenewal of a member's regular limited contract.

(A) Prior to making such recommendation to the Superintendent, the building principal shall apprise the member involved of his/her intent to do so in writing no later than May 10th.

(B) The principal shall apprise the member at the earliest possible date during the evaluation period of unsatisfactory professional performance, so that the member may have as much opportunity as possible to improve and correct deficiencies.

7.04 If the Superintendent is disposed to recommend the nonrenewal of a member's regular limited contract to the Board notwithstanding a contrary recommendation received by him/her from the member's building principal, he/she shall apprise the member involved of his/her intent to do so at the earliest possible date after the receipt of such recommendation by his/her from the building principal, and prior to his/her recommendation to the Board, and shall afford the member involved the opportunity for a private and informal conference with him/her to discuss the subject prior to his/her making such recommendation to the Board.

7.05 The member shall have the right to challenge contract nonrenewal through the grievance procedure only, commencing at Step III. An arbitrator shall be limited to a determination of:

1) procedural errors in the evaluation;

2) procedural errors in the fair dismissal policy (Article VI) of this Master Contract.

The arbitrator may order reemployment of a member when the member has been prejudiced by Board errors in following the procedural requirements for evaluation or fair dismissal. The arbitrator shall order reemployment of a member where the Board has not given a member written notice on or before June 1 of its intention to not reemploy the member.

7.08 This Article entirely replaces and supersedes Section 3319.11 ORC.

ARTICLE VIII: INDIVIDUAL CONTRACTS

8.01 The individual contracts and/or salary notices shall include the following:

(A) Name of employee.

(B) Type of contract: Limited, Continuing, Supplemental, Extended Service.

(C) Length of the contract (see 7.02).

(D) Period of time which the contract covers.

(E) Salary.

(F) Position to which member is assigned.

8.02 Limited teaching contracts shall be granted on the following schedule:

(A) Each new employee may be granted up to three (3) one-year contracts.

(B) Following a third one-year contract, if the Board elects to renew an employee, an employee will be granted a two-year contract. However, the Board of Education reserves the right to award a one year limited contract to any teacher upon the completion of three (3) one year contracts. The awarding of a one year limited contract under this provision shall only be based upon the teacher's unsatisfactory performance evaluations. If the teacher is renewed at the end of this one-year limited contract, the teacher shall be granted a three-year contract unless the teacher is eligible for a continuing contract.

8.03 Continuing Contract Notification

A teacher shall be eligible for continuing contract status in accordance with Ohio Revised Code Section 3319.11, provided, however, that no teacher shall be deemed eligible to be considered for a continuing contract nor be deemed employed on a continuing contract by operation of law unless the teacher, no later than October 15 of the school year in which the teacher's employment contract is to expire, files with the New Miami Superintendent or his/her designee, a letter of intent that the teacher will meet all legal qualifications of a continuing contract prior to receipt of a new contract for the following year. By September 15 of each school year a notice shall be provided to teachers informing teachers of this requirement.

Failure to provide written notice of continuing contract eligibility by October 15 may result in the teacher receiving a one-year limited teaching contract. Such one year limited teaching contract shall be considered an extended limited contract in accordance with the provisions of Article VIII, Section 8.04.

8.04 Extended Limited Contract Status

Teachers who have met all qualifications and contractual notification requirements for a continuing contract, but have not corrected deficiencies documented during the evaluation process shall be notified in writing of specific recommendations regarding any desired improvement and the means by which the teacher may obtain assistance in making such improvements by the Superintendent as confirmed by the Board on, or before, April 1. The teacher may be placed on an extended limited contract not to exceed two (2) years. If the teacher is reemployed at the end of the extended limited contract period, he/she shall be given a continuing contract.

ARTICLE IX:PARAPROFESSIONAL CONTRACTS

Upon employment by the Board into a paraprofessional position, but not a substitute

position, each new paraprofessional shall receive a one-year contract, and if the length of employment is for less than a full school year, the employee shall receive a contract for the remainder of that school year.

If the Board elects to re-employ the individual upon completion of his/her first contract it will be under the following contract sequence:

1 year contract
1 year contract
1 year contract
2 year contract
2 year contract

However, if the Board elects to reemploy an individual upon completion of his/her first contract, and the first contract was for six months or less, the subsequent contract shall be for a period of one year, and then the employee will be eligible for the subsequent contracts as outlined above, starting with the first 1-year contract.

If the Board elects to re-employ the individual after completion of the second two-year contract, the employee shall receive a continuing contract, unless the Superintendent recommends an additional 1-year contract. If the Board approves the Superintendent's recommendation for a one-year contract, any subsequent contract renewal will be a continuing contract.

ARTICLE X: PERSONNEL FILE PROCEDURE

10.01 The Association and the Board agree that a personnel file of all members shall be maintained in the office of the Board. This shall be considered a confidential file to the extent permitted by law and the only official file of recorded information of members maintained by the Board and the Administration from which records may be taken for disciplinary purposes.

10.02 All materials placed in the personnel file of instructional staff members shall include the following:

(A) A dated stamp of the date the item was placed in the file.

(B) Signature of the member of the instructional staff in whose file the entry is being made and signature of the Administrator placing information in the file. In the event the member refuses to sign, administrator shall document the refusal.

10.03 Items that may be maintained in the personnel file of members shall be limited to:

(A) Official transcripts of college work. It is the responsibility of the member to

provide these to the Superintendent.

(B) Copy(ies) of certification authorized by the State Department of Education. It is the responsibility of the member to provide these to the Superintendent.

(C) All observation and evaluation records.

(D) Record of initial employment from official Board minutes.

(E) Records of employment including assigned duties, regular and supplemental, and years of service in the District.

(F) Copies of contracts of employment with the local Board.

(G) Documentation of commendation awards and honors.

(H) Record of non-degree job-related seminars, workshops, classes taken for credit and non-credit.

(I) Record of field-related community service.

(J) Records of disciplinary action to the extent not overruled through the grievance procedure (see, Section 2.04 (N)).

(K) Records of substantiated written complaints by students, other members, parents, and others (see, Section 8.06).

(L) Records of investigations regarding any school related matter which result in civil liability for the district or civil or criminal liability for the member.

10.04 Individual members of the instructional staff shall have access to their official personal file upon request to the Superintendent or the Treasurer. The file may be inspected by the member involved during office hours; such inspection shall be in the presence of a member of the Administrative Staff and an Association representative if so requested. Inspection shall include copies upon request.

10.05 Members will be informed of any material that is to be placed in the member's personnel file that is detrimental to the member. The member shall be given a copy and have the opportunity to initial the document prior to the placement in their file. Initialing shall only mean the member has seen the material in question and does not mean concurrence with the contents. The member shall have the right to attach rebuttal to the material in question. Members will be informed of any complaint by a member of the community, parent and/or student which is directed toward them which will become a matter of record.

10.06 Material will be removed from their files by consent of the Superintendent or when a

member's claim that it is inaccurate or unfair is sustained by the grievance procedure.

ARTICLE XI: REDUCTION IN STAFF POLICY

The Board shall conduct reduction in force in accordance with the provisions of Ohio Revised Code 3319.17.

11.01 Any reduction in staff should be made, if possible, through attrition resulting from resignations or retirement. If further reductions are considered necessary, this reduction in the professional staff shall be based the reasons set forth by statute.

11.02 (A) In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall make such recommendations based on an average of the teachers' last three ratings on the Proficiency on Standards component of the OTES Final Summative Rating of Teacher Effectiveness:

1. Limited contract teachers who have a Proficiency on Standards rating of ineffective.

2. Continuing contract teachers who have a Proficiency on Standards rating of Ineffective.

3. Limited contract teachers who have a Proficiency on Standards rating of developing.

4. Continuing contract teachers who have a Proficiency on Standards rating of developing.

5. Limited contract teachers who have a Proficiency on Standards rating of skilled/accomplished.

6. Continuing contract teachers who have a Proficiency on Standards rating of skilled/accomplished.

The right of restoration shall so apply.

11.03 When staff reduction is necessary, the Superintendent shall give written notice of the intent to recommend the suspension of contracts to the members so affected twenty (20) days prior to the Board action, and a list of all those affected shall be given to the Association. The Association President and the Superintendent shall confer on the reasons for such reductions and shall verify the seniority comparability listing. Following Board action, the Superintendent shall provide each teacher who was laid off with written verification of Board action within ten (10) days of said action.

ARTICLE XII: VACANCIES, PROMOTIONS AND TRANSFERS

12.01 (A) The Superintendent will post vacancies on the District's contracted website. Members shall also be notified of vacancies via email 3 days prior to posting on contracted website. From May 1-August 31, members shall be notified via email at the time of external posting. The posting shall contain the following information: date by which application must be submitted, certification required, building assignment and description of the position.

(B) A vacancy shall mean any position which has been vacated by a member whether by retirement, transfer, nonrenewal, termination, or resignation, or any new position created by the Board which the Board intends to fill.

(C) Application for a vacancy must be in writing to the Superintendent and delivered by the end of the posting period.

12.02 Transfer shall be defined as a change of building, grade level, certification area, or assignment. An involuntary transfer is a transfer which is not willingly accepted by the employee.

12.03 Involuntary transfer(s) shall be avoided unless it is (they are) in the best interest of the district or the member(s) involved. Involuntary transfer shall be made only for a valid educational purpose. Involuntary transfers shall not be arbitrary and/or capricious.

Before implementing an involuntary transfer, reasons for such transfer shall be given in writing to the employee involved and such reasons shall be specific.

12.04 Should two or more members apply for a voluntary transfer to the same position, seniority shall be a factor for consideration along with the needs of the District.

12.05 No voluntary or involuntary transfers shall be made if there is a person on the RIF list who has the necessary certification and would be prevented from returning to work by such transfers or if such transfer would result in a layoff of another member.

12.06 The purposes of these policy statements relative to professional staff selection are twofold:

(A) To insure that the most highly qualified certificated personnel will be selected for any positions which may be open irrespective of religion, race, sex, age, or national origin, and

(B) To conform to all of the laws in effect which require equal employment opportunities.

12.07 Teachers shall, as a condition of continued employment, renew and maintain all state teacher licenses and/or certificates necessary to perform their teaching duties

for the Board.

ARTICLE XIII: ASSAULT LEAVE POLICY (PROTECTION OF EMPLOYEES)

13.01 The administration recognizes its responsibility to give all reasonable support and assistance to members with respect to the maintenance of control and discipline in the classroom. It is the responsibility of the member to provide a classroom learning situation which provides an atmosphere for learning to take place. When it becomes apparent that a breakdown in classroom discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the member and principal to find a reasonable solution to the problem. The rules and regulations governing discipline and procedures for student control shall be reviewed periodically by the faculty and administration of each building. Building code of conduct regarding discipline shall be presented to each member at the beginning of each school year.

13.02 Pursuant to 3319.143 of the Ohio Revised Code, a member who is physically or psychologically disabled as the result of an assault on him/her while the member is performing duties required by his/her contract with the Board and occurring on school premises or during a school-sponsored function and not caused by another employee of the District shall be entitled to assault leave. This leave will not be available to any employee who, without cause, deliberately provoked the assault which is the basis for said leave request. The member assaulted shall report the incident to the building administrator as soon as possible.

(A) When such assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to any other leaves to a maximum of thirty (30) school days per member. In no event shall an employee receive more than his/her daily rate of pay from all sources, including Worker's Compensation, sick leave and assault leave, which he/she may be eligible to receive.

(B) Medical verification shall be furnished to the Superintendent or his/her designee for all such assault leave requests. The Board shall have the right to require a medical examination by a physician of its choice. In such event the Board shall pay the full cost of the examination. In the case of a psychologically disabled member, verification must be by a licensed psychiatrist or psychologist.

(C) A member on his/her own, or if requested by the Board, may file criminal actions against the person or persons assaulting him/her.

(D) If court action results, the member shall be granted leave of his/her professional duties with no loss of pay for days in court or consultation as may be requested by counsel, the court, or law enforcement officers.

(E) If subpoenaed to testify in the prosecution of said person or persons, a member shall receive his/her regular pay during that time he/she is absent from school

for his/her court appearance.

13.03 Resolving Complaints Against Members

(A) If a parent or other member of the public has a formal complaint against a member, the following procedure shall be followed:

At each step of the complaint procedure, the member shall be entitled to NMEA representation. Additionally, each step of the complaint procedure shall be scheduled at a time when all parties are available to be present for the duration of the meeting. The administration shall notify the member of all people who will be in attendance at the meeting. If any party to the procedure has to leave a meeting at any step of the complaint procedure, then the meeting shall be rescheduled for a time when all parties are present.

1. It is the responsibility of the building principal to discuss all complaints directed to him/her with the member. Complaints made directly to Board members or the Superintendent's office will be referred to the appropriate building principal. Upon receiving a formal complaint, the principal shall request that the complainant meet with the member. The member may choose to meet with the complainant alone or to have an administrator present.

2. If the complainant refuses to meet with the member, then the principal shall discuss the issue with each of the parties separately in an attempt to reach resolution of the complaint.

3. If the complainant is not satisfied with the results at the principal's level, the complaint shall be directed to the Superintendent. The Superintendent shall then schedule meeting as necessary in order to resolve the complaint.

4. In no event shall the above steps take precedence over Board of Education policies concerning how complaints of unlawful harassment, discrimination or bullying are to be handled.

(B) If, after following the above procedures, discipline is issued, then the member shall be given the opportunity to present any rebuttal documentation and have same attached to the record of discipline, meet with the Superintendent, and/or grieve the discipline through the grievance process under Article II of the Agreement.

ARTICLE XIV: CHILD CARE LEAVE

14.01 An employee will be granted a leave of absence without pay to care for a newborn child, an adopted or foster infant under two years of age, or a child for whom the

adoptive agency requires full-time parental care. The leave must be applied for prior to childbirth. If the leave starts before January 1, the employee will be expected to return at the beginning of the next school year. If the leave starts after January 1, the employee may choose one of three options:

(A) Return at the beginning of the next school year.

(B) Return at the beginning of the second quarter or second semester of the next school year.

(C) Return at the beginning of the second school year after the year in which the leave has been granted.

14.02 After the leave the employee will return to the same teaching position if that position exists or, if it does not exist due to cuts in program or enrollment, another position for which the member is certified.

14.03 Employees on leave as of April 1, using option A above shall notify the Superintendent by that date of their intent to return or not to return by April 1st. Notification must be given to the Superintendent by July 10th for those people planning to accept option B or C.

14.04 The Board recognizes that the granting of unpaid child care leave does not preclude an employee from also exercising statutory rights to sick leave in accordance with the statutory law of Ohio.

14.05 The employee on leave may exercise the option of maintaining group insurance coverages at the employee's expense during such leaves and if allowable by the insurers.

ARTICLE XV: COURT LEAVE

15.01 In case of absence from duty in response to a subpoena to a case in court or in an administrative hearing in which the employee is not a party, there shall be deducted from the salary of the employee the amount and only the amount of any witness fee or other compensation.

15.02 In accordance with statute, in the event a member is selected for jury duty, the Board shall pay the difference between the employee's regular compensation and the remuneration received for serving as a juror.

ARTICLE XVI: FAMILY LEAVE ACT

16.01 In addition to the leaves of absence provided for by this contract, all bargaining unit members shall be guaranteed all rights and benefits of the Family and Medical Leave Act of 1993 (Public Law 103-3), as provided by Board of Education policy, which are separate from, and in addition to, the leaves provided for in this contract.

16.02 An employee utilizing family medical leave shall be required to contribute their portion of benefit cost which shall be made payable to the Treasurer in accordance with the Board policies. Additionally, any employee who utilizes family medical leave for a condition which would also qualify for the use of any other Board-paid leave, shall have that Board-paid leave run concurrent with the use of family medical leave.

ARTICLE XVII: PERSONAL LEAVE DAYS

17.01 The Board and the Association agree that the Board will grant three (3) personal leave days to all certified employees. Under unusual circumstances, additional days may be permitted with the approval of the Superintendent.

17.02 An employee requesting personal leave shall submit a request in writing four (4) work days in advance, unless in case of emergency.

Building Daily Limitations

No more than 2 staff members at the elementary, Middle , and High School each may use personal leave. Personal leave will not be granted for less than one-quarter (.25) day.

17.03 Any personal leave which has not been used by a member at the end of the school year may be converted to the member's sick leave account or may carry forward up to two (2) unused personal leave days for a maximum of five (5) personal days in the following school year. Members must provide written notice to the Treasurer by June 1st of each school year if personal leave is to be carried forward, or the days will automatically be converted to sick leave. Professional leave days will not be included within the 95% attendance requirement.

17.04 If request is denied, the member may request review by the Superintendent or designee. If leave is of an emergency nature, an advance request is waived; however, a personal leave request form must be completed within three (3) days after the teacher's return to work and submitted to the supervising principal in order for the teacher to receive reimbursement for the time off duty.

17.05 Request and approval of personal leave days shall be approved on a first come basis. Approval of teacher's request for personal leave usage cannot be withdrawn

once granted unless emergency or mitigating circumstances exist. Personal leave shall not be taken on the following days, except as provided below:

1. Days in which a regularly-scheduled District meeting, in-service or parent-teacher conference or professional development is schedule.

2. The day immediately following or preceding a holiday or vacation, on the first or last day of the school year, or days in which a state mandated achievement test is scheduled.

3. Prior to the second Monday in September and during the month of May, unless due to a genuine emergency or with approval of the Superintendent.

ARTICLE XVIII: PROFESSIONAL MEETINGS

18.01 When it is evident that convention or conference attendance will contribute to the effectiveness of the instructional program, the Superintendent of schools, with reasonable limitations as to time and number of individuals involved, may grant convention or conference leave.

18.02 Expenses of attendance at convention or conferences will be paid by the Board within the limitations of the amounts budgeted for such expenses. Expenses which will be reimbursed are limited to those allowed by state law.

18.03 Teachers attending conventions or conferences will be required to submit a short report highlighting the meetings attended so that the benefits may be shared with other staff members.

ARTICLE XIX: SICK LEAVE

19.01 Each person who is employed by the New Miami Board of Education shall be entitled to sick leave with pay for each year under contract, which shall be credited at the rate of one and one-quarter (1-1/4) days per month (15 days per year), and is cumulative to a maximum of two hundred sixty (260) sick leave days. Sick leave not in excess of two hundred sixty (260) days earned in other Ohio school districts will be transferred with the employee upon accepting a position in the New Miami schools.

19.02 On reporting to duty, each employee shall be credited with five (5) days sick leave, as prescribed by Section 3319.141, Revised Code of Ohio, except where such five (5) days extend the total accumulated sick leave beyond two hundred sixty (260) days, in which case, only such portion of this five (5) days shall be credited as is required to bring the total to two hundred sixty (260) days, and/or maintain it at two hundred sixty (260) for the first four (4) months. These five (5) days are construed as being

concurrent with, but not in addition to, the one and one-quarter (1-1/4) days per month allowed under Section 143.29 ORC.

19.03 At the completion of the fifth (5th) month of service and the completion of each month of service thereafter, one and one-quarter (1-1/4) days of sick leave shall be credited to the sick leave account of the employee for the actual number of months of service rendered and for which the employee was paid; all employees with annual contracts to receive one and one-quarter (1-1/14) days per month on annual basis, except where such sick leave credit extends the accumulated total sick leave beyond two hundred sixty (260), in which case it shall not be credited. Sick leave used during the month, if any, shall be deducted before determining whether or not the addition of the one and one-quarter (1-1/4) days will give a total accumulated leave in excess of two hundred sixty (260), but such credit, if not used currently, may not be added in subsequent months.

19.04 The same monthly accrual of one and one-quarter (1-1/4) days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.

19.05 Sick leave shall be allowed all employees for periods not to exceed their accumulated sick leave account, but with the following guidelines:

(A) Illness - for the duration of illness.

(B) Injury - for the duration of injury.

(C) Exposure to contagious disease - until quarantine is lifted or danger removed.

(D) Death of a father, mother, spouse, child, grandparents, brothers, sisters, grandchildren, aunt, uncle, niece, nephew, in-laws/step family of the same relationships, or a person who lives continuously with the employee.

(E) Serious illness or other serious emergency of the employee's father, mother, child, spouse, inlaws/stepchildren, and grand children ,

(F) Pregnancy-related illness: normally an employee shall receive the use of six (6) weeks of paid sick leave for the medical condition resulting in the birth of a child. An employee may utilize additional sick leave with written verification from the employee's medical physician.

(G) Foster placement or Adoption - up to six (6) weeks for a child.

(H) Non-birthing Parent Child Birth – up to two (2) weeks.

19.06 The Treasurer shall include a report of the member's sick leave accumulation on each payroll check stub, with the accumulative one and one-quarter (1-1/4) days earned being reflected on the first paycheck of each month.

19.07 The Board-approved electronic sick leave form must be filed with the building principal within three (3) working days of return from sick leave, or three (3) days in advance, if known. After five (5) consecutive days of absence, or absence on the day before, the day of, or the day after a PD day, or the day before or after a holiday, the Board may require an employee to submit a statement signed by a licensed physician stating the nature of the illness or injury to the employee or member of the family before authorizing sick leave pay. Falsification of any such statement, record, or sick leave form shall be grounds for disciplinary action, including dismissal. This section does not constitute waiver of the physician-patient privilege. Excessive use or a pattern of use may result in the requirement to provide a statement from a medical professional regarding the use of absences and in a conference between the absent member and his or her immediate supervisor. The supervisor may initiate a referral to the EAP, schedule a follow-up meeting to monitor the situation, or may initiate a pre-disciplinary conference.

ARTICLE XX: SICK LEAVE BANK

20.01 Sick leave bank shall be created to provide for additional days of sick leave for members of the bargaining unit represented by the New Miami Education Association. Between September 1 and October 1 of each school year each member in the bargaining unit shall be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the sick leave bank. All donations shall be made by completing the sick leave donation form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub the second pay in October.

20.02 A sick leave bank oversight committee shall be responsible for handling all transactions related to the operation of said sick leave bank. The committee shall consist of five representatives appointed by the New Miami Education Association President, one of which shall be the school nurse. The duties of the oversight committee shall include the following:

(A) Distribution and collection of the sick leave bank donation forms each school year during the month of September;

(B) Recording of all donations and submission of a list of all donations to the Board Treasurer's office;

(C) Processing of all requests for use of days in the sick leave bank (receipt of requests, notification of Board Treasurer's office, etc.);

(D) Monitoring of all usage of days from the sick leave bank;

(E) Solicitation of additional donations when the sick leave bank is nearing depletion.

(F) Examining the requesting member's utilization of sick leave in the past.

The sick leave oversight committee shall perform its duties in a manner which respects the confidentiality of donors to and recipients from the sick leave bank.

20.03 A member must meet all of the following requirements:

(A) The member's personal sick leave accumulations must be exhausted;

(B) The need for additional sick leave must be based upon a catastrophic illness, injury, and/or surgery, but shall not include use for normal pregnancy;

(C) A physician must verify the member's need to be off work.

(D) A member must contribute to the sick leave bank in the year the member wishes to be eligible to receive days from the sick leave bank.

20.04 Members who wish to request days from the sick leave bank shall submit a written application to the oversight committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the sick leave bank. The application must be accompanied by the required physician's statement. A member may make further requests for withdrawals from the sick leave bank in increments of thirty (30) days. The discretion to approve additional withdrawals from the sick leave bank rests with the oversight committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the sick leave bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the sick leave bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS board, a member may apply for withdrawals from the sick leave bank.

In consideration of the benefits of participating in the Sick Leave Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition of such application, agree in writing to the following:

I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be the sole discretion of the sick leave bank oversight committee. All

decisions of the sick leave bank oversight committee will be final and binding and are not subject to the grievance procedures. I further agree to abide by such decision and to indemnify and hold harmless the New Miami Local School District, the NMEA, the sick leave bank oversight committee and their agents, for any loss they may sustain as the result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.

20.05 Whenever the number of days available in the sick leave bank totals thirty (30) days or less, the oversight committee shall solicit donations of additional days from all bargaining unit members.

20.06 All days accumulated in the sick leave bank and not used during a given school year shall be carried over to the next school year.

ARTICLE XXI: CONSOLIDATION OF THE SCHOOL DISTRICT

21.01 Prior to any action by the Board of Education or any commitments having been made to the county office, any community, or the State Department of Education that the New Miami School District, or any portion thereof, be merged, absorbed, transferred to or consolidated with any other school district(s) or become part of any new school district, the Superintendent will meet with the New Miami Education Association to discuss the details of such consolidation and the impact on the members of the bargaining unit.

21.02 The Board shall not enter into any agreement concerning consolidation, merger, absorption without providing for the administration and the Association to enter into negotiations with the administration and Association of the other district(s) as to the affect of said merger and to mutually devise a plan for the districts(s).

ARTICLE XXII: COURSE OF STUDY DEVELOPMENT AND TEXTBOOK SELECTION

22.01 The Superintendent and/or designee shall undertake the study and develop proposals relating to the adoption or modification of the graded course of study. In this regard, the Superintendent and/or designee will solicit the assistance of the staff. No professional staff member shall be required to serve on such committee. All such work conducted outside the regular school day shall be posted and shall be reimbursed the rate established for hourly pay per Section 35.04.

22.02 Recognizing the statutory responsibility of the Board for the selection of textbooks, the Superintendent shall solicit the assistance of the staff in developing recommendations to the Board for textbook adoption.

22.03 When deemed appropriate, new textbooks and/or programs will be incorporated into the school system. All members who will be working with the new textbooks

and/or programs will receive adequate in-service training and preparation in the use and application of the textbooks and supplemental materials.

ARTICLE XXIII: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

23.01 A Local Professional Development Committee shall consist of five teachers and one administrator. Quorum will be achieved when there are at least four teachers and one administrator.

23.02 Compensation shall be at the rate established in paragraph 35.04 of the negotiated Master Contract.

23.03 No work of the committee, its implementation or requirements of the Local Professional Development committee process shall be reflected in the negotiated evaluation procedure.

23.04 The LPDC shall not be responsible for approving and/or denying tuition reimbursement to members.

ARTICLE XXIV: POLICIES AND PROCEDURES

24.01 The Association and the Board agree that all school policies shall be available on the District's website.

ARTICLE XXV: PROVISIONS AFFECTING SPECIAL NEEDS STUDENTS

25.01 Release Time

(A) Release time will be given to special education teachers for IEP preparation. One (1) day will be given for the preparation of IEPs per caseload of one (1) to twelve (12) per semester. Two (2) days will be given for the preparation of IEPs per caseload over twelve (12) per semester.

(B) Release time will not be counted against professional leave.

25.02 Medical Support Services and Procedures

(A) When specialized medical services are required for a student, the Board will assign an educational assistant or a school nurse to perform said medical services. Said educational assistant will be trained by the school nurse.

(B) Except for school nurses, or their trained representative(s) or designee(s), bargaining unit members shall not be custodians of medication, nor shall they

be required to dispense medication to students or handle bodily fluids. The above notwithstanding, paraprofessionals shall be required to toilet and diaper students.

(C) Except for school nurses or their assigned representatives, bargaining unit members shall not be required to perform complex, specialized medical procedures, such as giving students injections, inserting catheters or feeding tubes, or aspirating airways.

ARTICLE XXVI: CALAMITY DAYS

26.01 All employees shall be required to make up any calamity days beyond seven (7) in a contract year. These make-up days may or may not involve the attendance of students. If a make-up day(s) is deemed necessary by the Superintendent then a make-up schedule will be developed by the Superintendent and communicated to both the Board and Teachers Association.

26.02 In the event that teachers are required to report on a day that school is cancelled for students, teachers shall not be required to report until 10:00 a.m. and shall end their work day at 3:00 p.m. Teachers will not be required to report to work if there is a Level 2 snow emergency ordered in Butler County. In the event a Level 2 snow emergency is declared in the county the member resides and not in Butler County, the teacher will not be required to report, but may use a personal day or schedule a make-up day with his/her principal.

ARTICLE XXVII: RETIRED TEACHERS RETURN TO SERVICE

If the Board of Education elects to employ individuals who have retired from any school district and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this Article shall apply to the employment of these individuals.

27.01 The Board shall grant a minimum of one (1) year of experience and may grant up to ten (10) years of experience for prior service credit and shall grant all training experience on the salary schedule.

27.02 Individuals employed pursuant to this provision shall be eligible for health insurance plans offered by the Board of Education.

27.03 Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license/certificate held.

27.04 Each one-year contract shall automatically expire upon the completion of the year without Board action. However, the Board shall notify the employee by May 10 in

the event they will not be retained for the following year.

27.05 It is not necessary for the Board to conduct evaluations in accordance with ORC 3319.111 or to take formal action not to reemploy the employee pursuant to 3319.11.

27.06 Returning retirees are not entitled and/or are not eligible to receive any severance benefits or retirement incentives provided by any collective bargaining agreement in effect between the Board and the Association if the retiree has already benefited from those provisions previously in any other collective bargaining agreement.

27.07 In the event of a reduction in force, the reemployed teacher shall not have any bumping rights under the reduction in force provisions of this Agreement.

27.08 Subject to these provisions, reemployed teachers are part of the bargaining unit.

27.09 No sick leave shall be carried forward from pre-retirement status. Thereafter, sick leave shall be governed according to this negotiated Agreement.

27.10 Pursuant to the authority provided by Ohio Revised Code Section 4117.10, and to the extent that issues addressed in these provisions are contrary to or in conflict with Ohio law. The issues addressed in these provisions shall supersede and replace applicable provisions of the statutory law of Ohio.

ARTICLE XXVIII: STAFF UTILIZATION AND WORKING CONDITIONS

28.01 The school year shall consist of one hundred eighty-six (186) contract days. The equivalent of three (3) teacher work days shall be teacher-directed and shall be provided for teachers to work independently in their rooms. The increments for these days shall not be less than one-half (1/2) increments.

For the first year of a newly hired member's employment, their school year shall consist of one hundred eighty-nine (189) contract days. Every school year thereafter will follow the above paragraph.

28.02 Length of the Teacher Workday

(A) The length of the workday for each teacher of the bargaining unit shall be a maximum of eight (8) hours including a duty-free lunch period of at least thirty (30) minutes.

(B) Additionally, the principal shall schedule no more than one (1) regular faculty meeting per month, not to exceed forty-five (45) minutes. Every effort will be made to hold such meetings during the contracted day. However, the principal may schedule such meetings after the contracted day when necessary.

(C) All teachers in grade Pre-K who work half-time or more shall having a planning time of at least two hundred (200) minutes per week which shall meet or exceed the State Minimum Standards requirement.

All teachers in grades K-5 who work half-time or more shall have a planning period per day in addition to their duty-free lunch period. This planning time shall meet or exceed the State Minimum Standards requirement of two hundred (200) minutes per week.

(D) With the exception of Art, Music, P.E., all teachers who work half-time or more in the Junior High and High School shall be assigned teaching duties not to exceed seven (7) periods and four (4) preps per school day. These members shall be guaranteed one (1) preparation period per day in addition to their duty-free lunch.

28.03 Every effort will be made to secure substitutes in the absence of teachers. If a teacher is asked and agrees to substitute for another teacher or perform any duties during his/her planning time, the teacher shall be reimbursed for his/her loss of planning time, as prescribed in 35.04. No teacher shall be directed to substitute for another member or perform duties during his/her planning period or be required to absorb students of absent teachers into his/her own class(es) until a principal has made a reasonable effort to find alternative placement.

28.04 Length of the Paraprofessional Workday

(A) The length of the workday for each paraprofessional of the bargaining unit shall be a maximum of eight (8) hours including a duty-free lunch period of at least thirty (30) minutes. This lunch period shall not be compensated for part-time paraprofessionals.

28.05 School Procedures

(A) Each principal will provide his/her staff and the Association with that building's written procedures at the beginning of the school year. Any change to those procedures will be provided to the Association prior to implementation.

(B) It may be necessary from time to time for a building principal (if applicable) to be absent from the building while school is in session. In the event that there is no administrator who can serve for the principal, the principal shall designate one (1) staff member in the building to act in his/her capacity during the absence. The member so designated may be relieved of his/her teaching duties when the principal is to be absent.

28.06 Every reasonable effort will be made to provide adequate equipment, supplies and materials.

28.07 With the exception of co-curricular activities attached to a particular teaching assignment, in accordance with individual job descriptions, no teacher shall be required to accept extracurricular assignments nor shall the extent of participation in such activities be a consideration in evaluation. Performance in extracurricular assignments shall not be a consideration in teaching contract evaluation except if the performance under the supplemental contract involves misconduct which would justify a report to the Office of Professional Conduct for the Ohio Department of Education.

28.08 Lesson Plans

Teachers shall be required to show evidence of daily preparation for instruction; however, members will not be required to duplicate or copy information on goals and activities of lessons or units contained in the teacher edition of assigned texts or other curriculum guides. Teachers shall maintain a supplemental document with additions and deletions that align to Ohio Standards.

28.09 No grade given to a student by a teacher shall be changed without mutual consent of the teacher as long as grades can be substantiated by proper records and daily activities.

28.10 Every reasonable effort will be made to live up to the State Standards of twenty-eight (28) pupils per one (1) teacher.

28.11 No member of the bargaining unit shall be required or expected to perform duties of non-bargaining unit members.

28.12 Teacher Mentor Program

The Association and Board agree that the entry year/mentor teacher program, as mandated by the State Department of Education, is an important role to be assumed by those members who participate in said program.

28.13 If a teacher is asked by Administration to absorb students from another teacher's classroom for at minimum half an hour (30 minutes), the teacher will be paid per hour in accordance with Section 35.04 when the total number of students in the class is now over 28. The Board will not pay for the absorption of students that is not directed by the Administration.

ARTICLE XXIX: AUTHORIZED PAYROLL AND PAYROLL DEDUCTIONS

29.01 The Board shall issue payroll to all regular employees every other Friday totaling twenty-six (26) consecutive pays. New staff shall receive twenty-seven (27) consecutive pays for their first year of employment. If the payday falls after the last day school is in session prior to vacation, employees will be afforded the opportunity

to pick up checks, have checks mailed, or have checks electronically deposited.

29.02 The following deductions will be provided at no cost to the member:

(A) Association dues and assessments - Any member wishing Association dues deduction shall notify the Treasurer in writing of the fact prior to October 15 of each year. Dues will be withheld from authorized member's pay in fifteen (15) equal consecutive installments beginning the first check in November. If a member gives written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall provide the Treasurer of the Association the name(s) of said member(s) making such request.

(B) Tax Reduction Plans - The Board will provide payroll deduction through amendment of contract salary for all employees wishing to participate in any Tax Reduction Plan, provided the member and the third party administrator agrees to indemnify and hold the Board harmless for any errors in its administration of any such Tax Reduction Plan. Members will notify the Treasurer in September of the amount to be withheld, and this amount shall remain constant for one (1) year. Five (5) employees must participate in any tax reduction plan before payroll deductions will be made. (Current programs are excluded from this provision.)

(C) United Way - The Board will provide payroll deduction for all employees who elect to participate in the United Way.

(D) Political Contributions - The Board will provide payroll deduction for any employee who makes a voluntary contribution to a political organization, party, candidate or non-partisan issue.

(E) Municipal tax - It is the member's responsibility to notify the Treasurer that deductions are to be made.

(F) Other items agreed upon by Board and Association.

(G) STRS purchase of service credit.

(H) Membership dues for YMCA/YWCA in Butler, Warren or Hamilton County.

(I) Ohio Deferred Comp. Plan.

29.03 29.03 There shall be no automatic withdrawal from any member's bank account of any overpayment of salaries by the Board. If the Board overpays a member, it shall notify the member of the overpayment and the Board and the member shall agree on a reasonable repayment schedule of the overpayment, which shall be deducted from one or more of the member's subsequent paychecks. If the member refuses to agree to a repayment plan, the Board may implement reasonable reductions of the

employees subsequent pays in order to ensure that timely repayment is made.

29.04 The Board will provide the opportunity for employees to participate in Section 125 of the Internal Revenue Act of 1978. The plan will include Insurance Premiums - IRS Code Section 106, Unreimbursed Medical Expenses - IRS Code Section 105, and Child or Dependent Care Assistance - IRS Code Section 129. The maximum unreimbursed medical expenses that will be paid with pre-tax dollars shall be the annual limit set by the IRS.

ARTICLE XXX: EDUCATION REIMBURSEMENT

30.01 The Board shall annually set aside as a Tuition Reimbursement Pool of $25,000.

30.02 Reimbursement shall be for coursework taken that is related to the member's teaching or certification field(s), and/or for any coursework taken that is related to the field of education. Approval of coursework taken to be eligible for reimbursement from the Tuition Reimbursement Pool must be secured from the Local Professional Development Committee, prior to taking the course(s).

30.03 A member must have been employed for at least three years before he/she is eligible to take courses for which he/she will be awarded monies from the Tuition Reimbursement Pool and must be employed by, on approved leave from, or on a recall list of the district at the time of disbursements from the Tuition Reimbursement Pool which shall be made in the school year following the term(s) in which he/she has taken coursework in order to receive reimbursement.

30.04 Eligible members may apply for reimbursements from the Reimbursement Pool for courses that have been completed between September 16 and September 16 of the previous year. For a course to be eligible for reimbursements, members must earn a "B" or better in the course or must pass the course if the course is only offered on a pass/fail basis.

30.05 By September 15 of each year eligible members shall submit to the District Treasurer a transcript or grade card if a transcript is not available, and receipts or other evidence showing payment of only tuition for eligible courses.

30.06 Disbursements from the Reimbursement Pool shall be pro-rated based upon the relationship between the number of semester hours or their equivalent for which each member requests reimbursement and the total aggregate number of semester hours or their equivalent for which all eligible members request reimbursement. In no case shall disbursements to a member exceed fifty percent (50%) of a member's tuition cost.

30.07 Disbursements shall be made concurrent with the last paycheck in October.

30.08 No reimbursement shall be made to a member who enrolls in courses where full tuition is paid by scholarship, fellowship, federal grant, or other source that offsets the cost of tuition to the member.

30.09 The Superintendent may, at his/her discretion, pay up to one hundred percent (100%) of the tuition cost a member would incur if the member, at the Superintendent's request, returns to school to become certified or licensed in a different certification or licensure area or, if the employee requests and the Superintendent approves, for any coursework not subject to this Article. This money shall not be disbursed from the Tuition Reimbursement Pool.

ARTICLE XXXI: INSURANCE PROGRAMS

31.01 Health and dental coverage pursuant to the master agreement shall be subject to the conditions set forth by the Butler County Health Consortium.

31.02 The Board shall pay eighty-five percent (85%) of the cost of the health care premium with each employee assuming fifteen percent (15%) of the cost of the health care premium. The Board shall pay eighty-five percent (85%) of the cost of the health care premium of the non-teaching staff with each employee assuming fifteen percent (15%) of the cost of the health care premium.

The Board shall pay eighty-five percent of the dental premium with each employee assuming fifteen percent (15%) of the cost of the dental premium.

(A) The New Miami Board of Education agrees to provide full coverage for both single and family plan hospitalization as provided by the Butler County Health Consortium.

31.03 Each member who does not participate in the District's health care plan shall receive fifteen-hundred ($1,500.00) dollars paid to the member with the first paycheck of the school year immediately following the completion of the year during which the member opted out of the District's insurance.

31.04 The district will provide a life insurance policy of $50,000.00. The life insurance plan shall contain accidental death and dismemberment provisions and conversion rights. The Board will pay 100% of the premium for said life insurance.

31.05 All couples currently employed by the New Miami Board of Education, who carry a family health care plan, shall be protected as to the health care up to the first $1,000.00.

ARTICLE XXXII: RETIREMENT NOTIFICATION INCENTIVE

The Board of Education shall pay $1,200.00 to each employee who, by no later than December 1 of their final contract year, provides the Board of Education with a written letter of resignation for retirement purposes, effective at the end of the last day of the student attendance year. If the employee retires at the end of the last day of the student attendance year as set forth on the originally adopted Board school calendar for the year, the employee shall be deemed to have retired at the end of the teacher contract year and the Board of Education shall continue to pay the employee his/her accrued salary through the end of the payroll cycle for that school year. The employee may elect to continue to participate in the Board health, prescription, vision, and/or dental plans and the Board shall continue to pay the Board insurance premium percentage as set forth in Article XXVIII of this Agreement through August of the year of the employee's retirement or until the employee becomes eligible for STRS health insurance coverage, whichever is earlier.

ARTICLE XXXIII: SALARY

33.01 (A) The index ratio by which member's salaries are computed is as follows:

STEP	BA	150 HOURS (BA REQD)	MA	MA+15
0	1.000	1.038	1.095	1.127
1	1.038	1.081	1.143	1.175
2	1.076	1.124	1.191	1.223
3	1.114	1.167	1.239	1.271
4	1.152	1.210	1.287	1.319
5	1.190	1.253	1.335	1.367
6	1.228	1.296	1.383	1.415
7	1.266	1.339	1.431	1.463
8	1.304	1.382	1.479	1.511
9	1.342	1.425	1.527	1.559
10	1.380	1.468	1.575	1.607
11	1.418	1.511	1.623	1.655
12	1.474	1.571	1.689	1.721
13	1.531	1.631	1.755	1.787
14	1.586	1.691	1.821	1.853
15	1.642	1.751	1.887	1.919
20	1.698	1.811	1.953	1.985
25	1.754	1.871	2.019	2.051

(B) The index ratio by which a paraprofessional's salary is computed is as follows:

STEP	PARAPROFESSIONAL
0	1.0000
1	1.0398
2	1.0795
3	1.1192
4	1.1590
5	1.1986
6	1.2384
7	1.2780
8	1.3178
9	1.3575
10	1.3973
11	1.4369
12	1.4767
13	1.5165
14	1.5562
15	1.5958
20	1.6355
25	1.6753

(C) The columns shall be defined as follows:

BA - Shall mean any member so designated by the Department of Education who holds a bachelor's degree or its equivalent from any accredited institution recognized by any State Department of Education.

150 Hrs - Shall mean 150 hours (or equivalent) accumulated before or after the bachelor's degree has been received from any accredited institution as recognized by any State Department of Education.

MA - Shall mean a master's degree from any accredited institution recognized by any State Department of Education.

MA PLUS 15 - Credits earned from any State Department of Education accredited institution after the BA degree prior to or in conjunction with the MA which did not apply to the MA degree will be authorized by the Superintendent if the courses were directly related to the member's field(s) or ultimately benefit the students. Present employees should have these courses pre-approved to be certain they will apply.

(D) Hours - Shall mean semester hours or their equivalent in quarter hours counted as 2/3 semester hour. All hours shall be counted based on the hours issued at the institution where earned.

All hours earned by an employee to advance on the salary schedule/column must be completed and verification of completion must be provided to the Board Treasurer no later than September 15 in order to be credited on the salary schedule for the earned additional degree or course work. Evidence of satisfactory completion of credit hours shall consist of transcripts or other information deemed acceptable.

For the duration of this contract, bargaining unit members shall not receive any increase in base pay. There shall be no vertical movement on the salary schedule. The Board shall honor all horizontal steps during the term of this agreement. Long-term substitutes who are reemployed under a limited contract shall remain at step 0 on the salary schedule until proper licensure for the position is obtained.

33.02 Attendance Incentive

Employees with perfect attendance per quarter with the exception of professional leave use, shall be paid on a quarterly basis of $250.00 per quarter. The attendance incentive shall be paid on the second paycheck beyond the close of the quarter.

33.05 Base Increases

2025-2026	=	5%
2026-2027	=	4%
2027-2028	=	3%

ARTICLE XXXIV: SEVERANCE PAY

Severance pay shall be a one (1) time, lump sum payment to eligible employees according to the following provisions:

34.01 An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

(A) The individual retires from the school system.

(B) Retirement - service retirement under any state or municipal retirement system in this state.

(C) The individual must be eligible for service retirement as of the last date of employment.

(D) The individual must, within one hundred twenty (120) calendar days of the last day of employment, prove acceptance into the retirement system by having received and cashed his/her first retirement check or other proof of acceptance into retirement system.

(E) Must have not less than ten (10) years of service with this school district, the state or its political subdivisions.

(F) Must sign for severance check certifying all eligibility criteria have been met.

34.02 The amount of the benefit due an employee shall be calculated by:

(A) Multiplying the employee's accrued but unused sick leave by thirty percent (30%) to a maximum of 78 days.

(B) Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.

34.03 Payment shall be made to a tax-deferred plan. (either a 457 or 403b Plan).

34.04 Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

34.05 If a member dies while an employee of the District, the person shall be deemed to have retired and the family shall receive the severance benefit as stated above.

ARTICLE XXXV: SUPPLEMENTAL ACTIVITIES

35.01 Supplemental activities are placed into levels paid at an appropriate index of the base salary. Please refer to Appendix D.

One-half (1/2) of the compensation paid for a supplemental contract will be paid to the teacher at the start of the activity or season. The remaining one-half (1/2) of the supplemental salary will be paid at the conclusion of the season or activity.

If the Board has approved two (2) or more members sharing one (1) supplemental position, then

the compensation for said supplemental shall be equally divided and paid accordingly by the Board.

35.02 Any new supplemental positions will be negotiated by the Board and the Association.

35.03 Extended service contracts shall be paid at the member's per diem rate of pay.

35.04 The hourly rate for committee work outside the school day and all additional work outside the school day approved by the Board for compensation shall be paid at an hourly rate of $33.00 for this contract period. The internal substitution rate (Section 28.03) and student absorption rate (Section 28.13) shall be $33.00 per hour.

35.05 Admission and Assignment of Employee's Children

School age children of district employees who are not residents of the school district shall be eligible to attend school K-12 without payment of tuition charges in the event an open enrollment is not available. Preschool children of district employees shall be eligible, and get priority to attend preschool upon payment of tuition.

ARTICLE XXXVI: TOTAL AGREEMENT

36.01 The parties agree that this contract represents the entire and complete agreement between them and supersedes any and all prior oral or written agreements or understanding between the Board, its staff members covered by this agreement and the Association.

36.02 All Board resolutions, policies, practices, procedures, rules or regulations and employee benefits or terms and conditions of employment which are contrary to or inconsistent with the terms of this agreement or which deal with subjects covered by this agreement are superseded by this agreement.

36.03 Consistent with Ohio Revised Code Chapter 4117, the parties intend that this agreement shall supersede and replace in its entirety any and all provisions of the Ohio Revised code which are in conflict or are inconsistent with any provision of this agreement, whether or not the provision is specifically enumerated herein.

ARTICLE XXXVII: PROGRESSIVE DISCIPLINE

In addition to the termination of a member's contract pursuant to the provisions of Ohio Revised Code, the Superintendent or his/her designee may issue a verbal reprimand, written reprimand or a suspension of pay. No member of the bargaining unit shall be suspended, terminated, or otherwise disciplined except for just cause.

Before a member receives a documented verbal reprimand, has a written reprimand placed in his/her personnel file and/or before a member receives a suspension without pay, the following shall occur:

1. The member shall have a pre-disciplinary conference in which the circumstances leading to the proposed discipline shall be explored. At this time, the allegations and/or evidence shall be reviewed with the member.

2. Prior to the pre-disciplinary conference, the member shall be notified of his/her right to bring an NMEA representative of his/her choice to the conference. If the conference results in discipline, the reason for the discipline shall be reduced to writing and given to the member following the conference. The member shall have the right to attach his/her rebuttal to the disciplinary notice.

3. The conference shall proceed all discipline as stated herein except in extreme cases when removal from duties must proceed prior to such conference.

4. As a form of disciplinary action, the Board or Superintendent may suspend a member without pay for a period of not more than ten (10) days.

5. The member has the right to file a grievance challenging any/all discipline. For Teachers, termination shall be subject solely to the requirements and processes set forth in 3319.16. The grievance and arbitration procedures set forth in this Agreement are not applicable to termination for cause.

6. The above procedure shall not prevent the Superintendent from proceeding to any step in the sequence depending upon the severity of the infraction.

ARTICLE XXXVIII: IMPLEMENTATION AND AMENDMENT

38.01 Length of Contract

This contract and the articles attached hereto shall take effect upon acceptance by the Board and the Association, and will remain in effect from July 1, 2025 through June 30, 2024.

38.02 Amendments

If mutually agreed to by the parties, this contract or any part thereof may be renegotiated prior to the termination of this contract. Renegotiation on these specific items agreed to should then begin within thirty (30) calendar days. Negotiations shall be conducted in accordance with the procedures in this contract. However, changes may be made at any time by mutual consent.

FOR THE ASSOCIATION

Sabrina Long

Mary Lutkett

DATE 4/25/25

FOR THE BOARD

Ray Hagman

Robin Bonar

Glenda Parker

DATE 4/24/25

TEACHER LEADER SUPPLEMENTAL POSITIONS

Elementary – 5 Teachers - $100.00/hr at meeting attended.

Middle/High (6 – 12) – 5 Teachers - $100.00/hr at meeting attended.

Membership on the Leadership Team will draw from all levels of the District and may include teachers serving across specialties and grade levels, such as academic coaches, general education teachers, and intervention specialists. These members are nominated by the respective building Principals and approved by the Superintendent.

Attendees will sign a sign-in sheet to establish attendance at meetings for pay purposes.

APPENDIX A

GRIEVANCE FORM

NEW MIAMI LOCAL SCHOOL DISTRICT

Name of Grievant Position Date Submitted

School_____ Name of Principal _____

Grievant Accompanied By _____

Section for Grievant: Briefly state the problem, citing the Articles, Sections, and/or Subsections of this contract which are alleged to be violated, misinterpreted, and/or misapplied.

(If additional space is needed, use other side)

Did grievant have oral discussion with the Principal: Yes _____ No _____

What remedy is sought?

Date _____ Grievant's Signature _____

PRINCIPAL'S RESPONSE ON BACK

Section for Principal:

Date Received: _____

A. In answer to grievance, include parts of the Agreement which are basis for decision.

B. Prepare four (4) copies of this form. Distribute as follows:

1. Original to school principal's office
2. Copy to Grievant
3. Copy to NMEA, PR and R Chairperson
4. Copy to the Superintendent

Date _____ Principal's Signature _____

APPEAL SECTION: I desire to appeal the above decision.

Date _____ Signature of Appellant _____

Date _____ Signature of Chairperson
of the NMEA Grievance Committee:
_____

NEW MIAMI LOCAL SCHOOL DISTRICT
SALARY SCHEDULE
TEACHERS
2025-26

EXP.	INDEX	B.S.	INDEX	B.S.(150)	INDEX	M.A.	INDEX I	M.A.+15 I
0	1.000	$45,787	1.038	$47,527	1.095	$50,137	1.127	$51,602
1	1.038	$47,527	1.081	$49,496	1.143	$52,335	1.175	$53,800
2	1.076	$49,267	1.124	$51,465	1.191	$54,532	1.223	$55,998
3	1.114	$51,007	1.167	$53,433	1.239	$56,730	1.271	$58,195
4	1.152	$52,747	1.210	$55,402	1.287	$58,928	1.319	$60,393
5	1.190	$54,487	1.253	$57,371	1.335	$61,126	1.367	$62,591
6	1.228	$56,226	1.296	$59,340	1.383	$63,323	1.415	$64,789
7	1.266	$57,966	1.339	$61,309	1.431	$65,521	1.463	$66,986
8	1.304	$59,706	1.382	$63,278	1.479	$67,719	1.511	$69,184
9	1.342	$61,446	1.425	$65,246	1.527	$69,917	1.559	$71,382
10	1.380	$63,186	1.468	$67,215	1.575	$72,115	1.607	$73,580
11	1.418	$64,926	1.511	$69,184	1.623	$74,312	1.655	$75,777
12	1.474	$67,490	1.571	$71,931	1.689	$77,334	1.721	$78,799
13	1.531	$70,100	1.631	$74,679	1.755	$80,356	1.787	$81,821
14	1.586	$72,618	1.691	$77,426	1.821	$83,378	1.853	$84,843
15	1.642	$75,182	1.751	$80,173	1.887	$86,400	1.919	$87,865
20	1.698	$77,746	1.811	$82,920	1.953	$89,422	1.985	$90,887
25	1.754	$80,310	1.871	$85,667	2.019	$92,444	2.051	$93,909

NEW MIAMI LOCAL SCHOOL DISTRICT
SALARY SCHEDULE
TEACHERS
2026-27

EXP.	INDEX	B.S.	INDEX	B.S.(150)	INDEX	M.A.	INDEX	M.A.+15
0	1.000	$47,618	1.038	$49,427	1.095	$52,142	1.127	$53,665
1	1.038	$49,427	1.081	$51,475	1.143	$54,427	1.175	$55,951
2	1.076	$51,237	1.124	$53,523	1.191	$56,713	1.223	$58,237
3	1.114	$53,046	1.167	$55,570	1.239	$58,999	1.271	$60,522
4	1.152	$54,856	1.210	$57,618	1.287	$61,284	1.319	$62,808
5	1.190	$56,665	1.253	$59,665	1.335	$63,570	1.367	$65,094
6	1.228	$58,475	1.296	$61,713	1.383	$65,856	1.415	$67,379
7	1.266	$60,284	1.339	$63,761	1.431	$68,141	1.463	$69,665
8	1.304	$62,094	1.382	$65,808	1.479	$70,427	1.511	$71,951
9	1.342	$63,903	1.425	$67,856	1.527	$72,713	1.559	$74,236
10	1.380	$65,713	1.468	$69,903	1.575	$74,998	1.607	$76,522
11	1.418	$67,522	1.511	$71,951	1.623	$77,284	1.655	$78,808
12	1.474	$70,189	1.571	$74,808	1.689	$80,427	1.721	$81,951
13	1.531	$72,903.	1.631	$77,665	1.755	$83,570	1.787	$85,093
14	1.586	$75,522	1.691	$80,522	1.821	$86,712	1.853	$88,236
15	1.642	$78,189	1.751	$83,379	1.887	$89,855	1.919	$91,379
20	1.698	$80,855	1.811	$86,236	1.953	$92,998	1.985	$94,522
25	1.754	$83,522	1.871	$89,093	2.019	$96,141	2.051	$97,665

NEW MIAMI LOCAL SCHOOL DISTRICT
SALARY SCHEDULE
TEACHERS
2027-28

EXP.	INDEX	B.S.	INDEX	B.S.(150)	INDEX	M.A.	INDEX	M.A.+15
0	1.000	$49,047	1.038	$50,911	1.095	$53,706	1.127	$55,276
1	1.038	$50,911	1.081	$53,020	1.143	$56,061	1.175	$57,630
2	1.076	$52,775	1.124	$55,129	1.191	$58,415	1.223	$59,984
3	1.114	$54,638	1.167	$57,238	1.239	$60,769	1.271	$62,339
4	1.152	$56,502	1.210	$59,347	1.287	$63,123	1.319	$64,693
5	1.190	$58,366	1.253	$61,456	1.335	$65,478	1.367	$67,047
6	1.228	$60,230	1.296	$63,565	1.383	$67,832	1.415	$69,402
7	1.266	$62,094	1.339	$65,674	1.431	$70,186	1.463	$71,756
8	1.304	$63,957	1.382	$67,783	1.479	$72,541	1.511	$74,110
9	1.342	$65,821	1.425	$69,892	1.527	$74,895	1.559	$76,464
10	1.380	$67,685	1.468	$72,001	1.575	$77,249	1.607	$78,819
11	1.418	$69,549	1.511	$74,110	1.623	$79,603	1.655	$81,173
12	1.474	$72,295	1.571	$77,053	1.689	$82,840	1.721	$84,410
13	1.531	$75,091	1.631	$79,996	1.755	$86,077	1.787	$87,647
14	1.586	$77,789	1.691	$82,938	1.821	$89,315	1.853	$90,884
15	1.642	$80,535	1.751	$85,881	1.887	$92,552	1.919	$94,121
20	1.698	$83,282	1.811	$88,824	1.953	$95,789	1.985	$97,358
25	1.754	$86,028	1.871	$91,767	2.019	$99,026	2.051	$100,595

NEW MIAMI LOCAL SCHOOL DISTRICT
PARAPROFESSIONALS
2025-26

EXPERIENCE	INDEX	ANNUAL SALARY	HOURLY RATE
0	1.000	$24,939	$ 16.76
1	.0398	$25,932	$ 17.43
2	1.0796	$26,924	$ 18.09
3	1.1192	$27,912	$ 18.76
4	1.1590	$28,904	$ 19.42
5	1.1986	$29,892	$ 20.09
6	1.2384	$30,884	$ 20.76
7	1.2780	$31,872	$ 21.42
8	1.3178	$32,865	$ 22.09
9	1.3575	$33,855	$ 22.75
10	1.3973	$34,847	$ 23.42
11	1.4369	$35,835	$ 24.08
12	1.4767	$36,827	$ 24.75
13	1.5165	$37,820	$ 25.42
14	1.5562	$38,810	$ 26.08
15	1.5958	$39,798	$ 26.75
20	1.6355	$40,788	$ 27.41
25	1.6753	$41,780	$ 28.08

Hourly Rate Based On 8 Hours Per Day/186 Days Per Year

NEW MIAMI LOCAL SCHOOL DISTRICT
PARAPROFESSIONALS
2026-2

EXPERIENCE	INDEX	ANNUAL SALARY	HOURLY RATE
0	1.000	$25,937	$ 17.43
1	.0398	$26,969	$ 18.12
2	1.0796	$28,002	$ 18.82
3	1.1192	$29,029	$ 19.51
4	1.1590	$30,061	$ 20.20
5	1.1986	$31,088	$ 20.89
6	1.2384	$32,120	$ 21.59
7	1.2780	$33,147	$ 22.28
8	1.3178	$34,180	$ 22.97
9	1.3575	$35,209	$ 23.66
10	1.3973	$36,242	$ 24.36
11	1.4369	$37,269	$ 25.05
12	1.4767	$38,301	$ 25.74
13	1.5165	$39,333	$ 26.43
14	1.5562	$40,363	$ 27.13
15	1.5958	$41,390	$ 27.82
20	1.6355	$42.420	$ 28.51
25	1.6753	$43.452	$ 29.20

Hourly Rate Based On 8 Hours Per Day/186 Days Per Year

NEW MIAMI LOCAL SCHOOL DISTRICT
PARAPROFESSIONALS
2027-28

EXPERIENCE	INDEX	ANNUAL SALARY	HOURLY RATE
0	1.000	$26,715	$ 17.95
1	.0398	$27,778	$ 18.67
2	1.0796	$28,842	$ 19.38
3	1.1192	$29,899	$ 20.09
4	1.1590	$30,963	$ 20.81
5	1.1986	$32,021	$ 21.52
6	1.2384	$33,084	$ 22.23
7	1.2780	$34,142	$ 22.94
8	1.3178	$35,205	$ 23.66
9	1.3575	$36,266	$ 24.37
10	1.3973	$37,329	$ 25.09
11	1.4369	$38,387	$ 25.80
12	1.4767	$39,450	$ 26.51
13	1.5165	$40,513	$ 27.23
14	1.5562	$41,574	$ 27.94
15	1.5958	$42,632	$ 28.65
20	1.6355	$43,692	$ 29.36
25	1.6753	$44,756	$ 30.08

Hourly Rate Based On 8 Hours Per Day/186 Days Per Year

APPENDIX D

A committee shall be formed for the purpose of addressing supplemental positions. The committee will consist of 6 members. Three shall be appointed by the Superintendent and three shall be appointed by the Union President. Meetings shall take place in the final year of the then-existing Contract before winter break.

Salaries shall be calculated at a percent of the base as indicated below.

Level I	**1.8%**	
Level I	**2.8%**	
Level III	**3.9%**	National Junior Honor Society National Honor Society Student Council Elementary Student Council MS/HS
Level IV	**4.7%**	Middle School Assistants–Level 2* Track Assistant MS* Volleyball Assistant MS* Cheerleading Football MS Cheerleading Basketball MS Flag Corp Drama Director MS/HS Drama Director Elementary Teacher Mentor
Level V	**6.4%**	Middle School Assistants–Level 1* Basketball Assistant MS* Football Assistant MS*
Level VI	**7.4%**	Middle School Head Coaches–Level 2* Track Head Coach MS* Volleyball Head Coach MS* Weight Training Supervisor
Level VII	**8.0%**	Varsity Assistants–Level 2 and Middle School Head Coaches–Level 1* Baseball Varsity Assistant* Softball Varsity Assistant* Volleyball Varsity Assistant* Track Varsity Assistant*

		Cheerleading Varsity Football Cheerleading Varsity Basketball Football Head Coach MS* Basketball Head Coach MS* Activity Directors (2)
Level VIII	**10.0%**	Varsity Assistant–Level 1 and JV Head Coaches* Football Varsity Assistant (3)* Football JV Head Coach* Basketball Varsity Assistant Girls* Basketball Varsity Assistant Boys* Wrestling Varsity Assistant*
Level VIII	**11.0%**	Varsity Head Coaches–Level 2* Baseball Head Coach Varsity* Softball Head Coach Varsity* Volleyball Head Coach Varsity* Track Head Coach Varsity*
Level X	**14.5%**	Band Director
Level XI	**17.5%**	Varsity Head Coaches–Level 1* Football Head Coach Varsity* Basketball Head Coach Varsity Girls* Basketball Head Coach Varsity Boys* Wrestling Head Coach Varsity*
Level XII	**21%**	Athletic Director

Miscellaneous

- Middle School Site Manager–$50.00 per coverage
- High School Site Manager–$75.00 per coverage
- The Board will grant a $50.00 stipend to members assigned to be ticket takers/clock operators at all sports activities
- Down and Distance HS “Chain Gang” $50.00 per game
- Down and Distance MS “Chain Gang” $30.00 per game

*All student-related supplementals are contingent upon maintaining a roster of at least five (5) participants per season.