Wed, 08/19/2026 02:51:20 PM SERB

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NEGOTIATED AGREEMENT

BETWEEN THE

NORTHMONT
BOARD OF EDUCATION

AND THE

NORTHMONT DISTRICT
EDUCATION ASSOCIATION

August 1, 2026 – July 31, 2028

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ARTICLE 1 - RECOGNITION

The Northmont City School District Board of Education (hereafter referred to as the "Board") recognizes the Northmont District Education Association, an OEA/NEA affiliate (hereafter referred to as the "Association"), as the sole and exclusive representative for the bargaining unit for purposes of collective bargaining, grievances, labor disputes, wages, hours, and other terms and conditions of employment. Recognition of the Association shall continue in full force and effect until such time as the State Employment Relations Board ("SERB") no longer deems the Association to be the exclusive representative of the bargaining unit, as certified or recognized under Ohio Revised Code 4117.05.

The bargaining unit shall include only the following employees under a regular teaching contract with the Board: full and part-time certificated/licensed classroom teachers, counselors, librarians, school nurses licensed through ODE, speech and hearing pathologists, and intervention specialists. All other positions in the school district shall be excluded from this bargaining unit.

ARTICLE 2 - NEGOTIATIONS

Section 2.01 - NEGOTIATIONS PROCEDURES

Negotiations for a successor Contract shall be conducted in accordance with the provisions of Section 4117.01 of the O.R.C. except the first day of the sixty (60) day period shall be no later than April 1 of the year in which the Contract expires.

The Board agrees to furnish the NDEA negotiations Committee, upon requesting and in reasonable time both prior to and during negotiations, available information concerning financial resources of the district and such other information as will assist the NDEA in developing proposals. The NDEA agrees to furnish available information on its proposals to the Board's negotiating team to support their proposals.

Either party may caucus at any time. A caucus shall be no longer than thirty (30) minutes unless mutually agreed otherwise.

Items tentatively agreed to shall be reduced to writing and initialed by both parties.

Section 2.02 - REPRESENTATION

Five (5) representatives of the Board shall meet with five (5) representatives of the NDEA for the purpose of negotiating an agreement. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. While no final agreement shall be executed without ratification by the NDEA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and consider proposals in the course of bargaining.

Section 2.03 - SCOPE OF NEGOTIATIONS

Items within the scope of negotiations are salaries, fringe benefits, and terms and conditions of employment.

Section 2.04 - NEGOTIATION MEETINGS

After the initial meeting, subsequent meetings will be scheduled by mutual consent of both parties.

Section 2.05 - DISPUTE RESOLUTION

When either party determines that a bargaining impasse exists, and provided there has been no decision issued by a fact-finder, then that party may call upon the mediation services of FMCS to assist in resolving the impasse. With the exception of the preceding sentence, dispute resolution shall be according to the Ohio Revised Code.

Section 2.06 - AGREEMENT

When an agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the NDEA for ratification. Following ratification, the proposal shall be presented to the Board for approval on or before its next regular meeting.

Section 2.07 - CONTRARY TO LAW

If any specific provision of this contract shall be found to be contrary to law, then the specific 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 this contract.

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

ARTICLE 3 - ASSOCIATION RIGHTS

During the term of this Agreement the Association shall have the following rights:

A. The building representatives of the Association in each individual school will have the use of a bulletin board designated for Association business.

B. Representatives of the Association may make announcements during faculty meetings.

C. Representatives of the Association may make announcements on school building public address systems before or after the school day regarding meeting times and Association deadlines.

D. The NDEA President shall receive a copy of the agenda and board packet for a forthcoming Board meeting as soon as the agenda is ready to distribute to the members of the Board. If the student day is over, the agenda shall be placed in the President's mailbox. If the student day is not over, the President will be notified that the agenda may be picked up at the Board office or the agenda will be hand delivered to the President.

When school is not in session, the agenda shall be mailed to any address designated by the President.

E. The NDEA shall be permitted to use the Board's established inter-school mail system to distribute NDEA, WOEA, OEA, NEA, UniServ materials. In the event that such an inter-school mail service is found to be in violation of U.S. Postal Service rules, the service shall be discontinued.

F. The Association Building Representative(s) may call meetings of Association unit members assigned to the building before or after the workday. The building representative(s) shall advise the Principal of the meeting.

G. Space, as available, shall be provided for an NDEA office in the building requested by the NDEA President.

H. The Board will pay costs of providing each unit member with a copy of this Negotiated Agreement and any supplements thereto. Copies of the Negotiated Agreement shall be distributed by the Board. Both parties shall receive up to 100 copies of the Negotiated Agreement for their own use.

I. Duly elected and appointed representatives of NDEA shall be entitled to paid Association Leave for purposes of attending the OEA Representative Assemblies and other Association functions such as OEA Member Lobby Days and building visits by the President. Such leave shall be limited to a maximum of ten (10) days unless otherwise authorized by the Superintendent. Such leave shall be in addition to other leave provisions of the Negotiated Agreement. Any leave granted under this paragraph and pursuant to this paragraph shall not be counted against the ten (10) days unless such leave was requested and authorized by the President of the Association.

J. Reimbursement of Board for Compensation Paid to NDEA and WOEA Officers for Purposes of STRS Salary Credit.

1. Upon written request by the NDEA to the Director of Human Resources, the following NDEA Officers shall be paid an annual stipend by the Board in the amounts provided by the NDEA. One half (1/2) of the stipend shall be paid to NDEA officers by January 15th. And the remaining one half (1/2) thereof shall be paid to said Officers by May 15th. The Board shall deduct/withhold all applicable federal, state, and city income tax from said stipends. The written request shall include the name of the officer, and the gross dollar amount (pre-deduction/withholding) of the stipend.

2. Upon written request by the NDEA to the Director of Human Resources, NDEA unit members serving as Western Ohio Education Association (WOEA), elected official shall be paid a stipend by the Board in an amount equal to the WOEA officer stipend. This stipend shall be paid to the applicable employee(s) by May 15th. The Board shall deduct/withhold all applicable federal, state, and city income taxes from said stipends. The written request shall include the name of the officer, and the gross dollar amount (pre-deduction/withholding) of the stipend.

3. STRS - the total cost of the STRS contributions shall be deducted from the stipend amount. The NDEA and/or WOEA shall reimburse the Board for the cost of the stipends, including the Board’s share of payments to STRS and Medicare. Payment will be sent to the Board upon receipt of the bill from the Treasurer’s Office.

K. If the Board elects to provide an orientation program for new hires into the bargaining unit, the Director of Human Resources/Designee will provide advance notice of the date, time and location of such program to the Association President. Up to two (2) Association representatives shall be released from their job duties, without loss or pay or benefits, to allow them to communicate with new hires during the portion of the program allotted to Association.

Any bargaining unit members hired after the start of the school year shall be provided an in-person orientation that includes an invitation to the NDEA President for an Association representative to be present within twenty-one (21) calendar days of the date of hire.

ARTICLE 4 - INDIVIDUAL RIGHTS

The Board and the Association recognize that unit members have the right to join, or not to join, any organization for their professional and/or economic improvement. Such membership or non-membership shall be without reprisal and shall not be required as a condition of employment. The Association shall not exclude individuals as unit members per federal discrimination laws.

No reprisals shall be taken against any participant in the negotiations process.

ARTICLE 5 - MANAGEMENT RIGHTS

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in this Agreement; and the Board, on behalf of the electors of the district, retains and reserves unto itself the ultimate responsibilities for the proper management of the school district conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, including the responsibility for, and the right:

A. To maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.

B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees.

C. To delegate authority through recognized administrative channels according to current Board policy.

D. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and Laws of the State of Ohio and the Constitution and Laws of the United States.

ARTICLE 6 - GRIEVANCE PROCEDURE

DEFINITIONS

A. A grievance is a complaint involving an alleged violation, misinterpretation, or misapplication of the expressed terms of this Negotiated Agreement.

B. A grievant shall mean a unit member or group of unit members alleging that a violation, misinterpretation, or misapplication of the Negotiated Agreement has occurred.

C. A "group" grievance shall have arisen out of substantially similar circumstances affecting more than one unit member.

FACTORS AND CONDITIONS

A. All grievances will be presented to the appropriate administrator who has authority to grant the relief being sought.

B. Any action by the Board to terminate, renew or not renew the contract of any unit member whether any such unit member is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate, renew, or not renew any such contract shall not be deemed a grievance and may not be processed as such.

C. No grievance may be filed concerning a matter, which has been made the subject of a charge with a state or federal agency or a complaint in a state or federal court of record.

D. This procedure must begin within twenty (20) working days of the alleged grievable act.

E. The grievant, the Board, and/or the representatives of either shall not be denied the right to advice, counsel, and/or representation at Steps II, III, and IV.

F. A grievant must accept the answer given or appeal within the time limits set forth and may withdraw the grievance at any level without prejudice.

G. If the administrator does not abide by the time limits set forth, the grievant may proceed to the next step.

H. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.

I. The number of days set forth in each step shall be considered a maximum.

J. All notices to the grievant of hearings or disposition of grievance shall be hand-delivered or mailed with return receipt.

K. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits results in hardship to either party, both parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

L. All grievances shall begin at Step I. If the Superintendent or his/her designee hears Step I, the grievant may proceed to Step III if not satisfied with the response given at that step. If a group grievance proceeds to Step IV only unit members of said group essential to establish the facts of the grievance shall be present at the hearing if during school hours.

M. The Board shall release, on a limited basis, any personnel required as witnesses without loss of pay.

N. Grievance forms are located as an addendum to this contract, in Attachment 9.

INFORMAL PROCEDURE: (Step 1)

The grievant will verbally identify and present the grievance to the immediate administrator who has authority to grant the relief being sought during non-working hours with the objective of resolving the matter informally. A statement of the date and time of such meeting shall be signed by both parties at that meeting and a copy shall be retained by each. The administrator shall give a verbal response within ten (10) days of this meeting.

FORMAL PROCEDURE: (Step II)

If a satisfactory solution is not affected, the grievant shall present the grievance in writing to the administrator within five (5) working days after the response from the informal meeting. The written grievance must contain a concise statement of the grievance citing the situation giving rise to the grievance, stating the specific alleged violation, misinterpretation, or misapplication of the Negotiated Agreement. It must state the remedy sought and be signed by the grievant, or in the case of a group grievance, the NDEA and each unit member wishing to participate.

The administrator shall render a written response to the grievant within five (5) working days of the Step II meeting. A copy of the response shall be forwarded to the Superintendent.

(Step III)

If a satisfactory solution is not effected, the grievant shall present the written grievance to the Superintendent within five (5) working days of the receipt of the Step II response. The Superintendent or his/her designee shall, within ten (10) working days of the receipt of the grievance, hold a meeting to hear the grievance. Within five (5) working days of this meeting, the Superintendent shall issue a response in writing to the grievant.

(Step IV - Arbitration)

If Step III does not resolve the grievance to the satisfaction of the grievant, the NDEA may submit the grievance to arbitration. As a condition to submitting the matter to arbitration, the NDEA shall notify the Board in writing of its intent to submit the grievance to arbitration, which notice shall be given within ten (10) working days of the earlier of: (1) receipt of the response of the Superintendent, or (2) the passing of ten (10) working days after the Step III meeting.

After notifying the Board of its intent to submit the grievance to arbitration, the NDEA shall submit the grievance to arbitration between the 30th and the 45th day following the notice to the Board. During the 15 days set forth in the previous sentence, the parties may discuss using the alternative arbitration plan set forth below which, if mutually agreed to, will replace arbitration before an arbitrator from AAA. If the parties cannot or do not agree to an alternative arbitration

plan, then the NDEA will submit its demand for arbitration to the American Arbitration Association to provide the parties with a list of nine (9) arbitrators from which an arbitrator can be selected; the AAA shall not have the authority to independently designate an arbitrator, but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator.

In the event it is claimed by the administration that any matter filed as a grievance is not a grievance as defined under definition, such dispute, as such, may be appealed to arbitration with the arbitrator having the authority only to rule on the arbitrability of the dispute prior to convening a hearing on the merits of the dispute.

The Board and NDEA shall equally share the expenses of the arbitrator. Each, however, shall be responsible for any additional expenses incurred, including fees and expenses of its representatives.

The arbitrator will have authority to hold hearings and to confer with any parties deemed advisable in seeking to effect a decision to the Board and the NDEA.

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Negotiated Agreement and shall only have the authority to interpret the provisions of this Negotiated Agreement as the same relates to the specific grievance appealed to arbitration. No arbitrator may issue an award which is contrary to the Board's power to adopt budgets, establish funds or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code.

Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board, the administration, the NDEA, and the grievant involved in the matter.

Alternative Arbitration Plan (To be used only if both parties agree)

The NDEA and the Board shall maintain a list of neutrals who the parties mutually agree will hear a grievance and impartially decide the matter.

From this list, the parties shall use an alternative strike method of selecting the arbitrator, with the winner of a coin toss determining which party will make the first strike.
The presentation of the grievance matter may be done in summary form with witnesses giving written statements or recorded statements.

Each party will simultaneously submit its case posture along with written or recorded materials to the selected arbitrator and the other party.

The parties may meet with the arbitrator or, if the arbitrator is too distant to come to the Dayton area, the parties may hold a teleconference.

The arbitrator’s decision will be final and put in written form. The arbitrator’s decision will not be precedent setting or cited in a later AAA-type of grievance hearing.

The object of the alternative method is to expedite matters which lend themselves to an alternative solution and to save resources of time and money.

ARTICLE 7 - COMPLAINT PROCEDURE (Board Policies/Administrative Rules and Regulations)

The Board has the sole and exclusive responsibility for adopting all policies governing the operation of the school district and charges the Superintendent with developing the rules and regulations to implement its policies. Occasionally a complaint may develop that in the interest of effective personnel management should be addressed. Therefore, the following shall apply:

A. A complaint involves an alleged violation, misinterpretation, or misapplication of the personnel section, (Chapter G) or any policy that specifically mentions unit members and/or directly relates to unit members in Board policy and the administrative rules and regulations used to implement the same.

B. Unit members are encouraged to use the informal procedure without NDEA assistance, but may seek NDEA help if desired. The unit member or members may have representation of their choice at any formal step.

C. Only failure to follow the complaint procedure would be subject to grievance. The subject of complaint is not grievable.

D. Complaint procedure forms are available in the school offices and from the NDEA.

E. Any meeting times and dates must be mutually agreed to.

INFORMAL PROCEDURE (Step I)

The complaint shall be verbally identified and presented during non-working hours to the immediate administrator who can resolve the complaint. The complainant shall state the nature of the complaint showing how the policy/rule or regulation is being misapplied and how the complaint may be resolved. The party shall initial a statement showing the date and time and nature of the complaint presented. The administrator shall render a verbal response to the unit member within five (5) working days of the Step I meeting.

FORMAL PROCEDURE (Step II)

If a satisfactory resolution is not found at Step I, the complaint may be presented in writing to the same administrator within five (5) working days after he/she responds to Step I. The written complaint must contain a concise statement as the nature of the complaint, stating how the policy/rule or regulation is being misapplied. It must state how the complaint may be resolved.

The administrator shall render a written response to the unit member or members within five (5) working days of the Step II meeting. A copy of the response shall be sent to the Superintendent or his/her designee.

(Step III)

If a satisfactory solution is not found at Step II, the complaint shall be presented to the Superintendent within five (5) working days of the receipt of the Step II response.

The Superintendent or his/her designee shall, within ten (10) working days of the receipt of the complaint, hold a meeting to hear the complaint. Within five (5) working days of this meeting, the Superintendent shall issue a response in writing to the unit member or members.

(Step IV)

If the action taken at Step III does not resolve the complaint, the unit member may present the complaint in writing to the Board of Education within ten (10) days of the receipt of the answer at Step III. The written complaint to the Board shall be filed by the Treasurer of the Board with a copy to the Superintendent. The Board will respond to the unit member or members within thirty (30) calendar days.

There shall be no reprisals against any employee of the bargaining unit for exercising his/her rights under this complaint procedure.

ARTICLE 8 - REDUCTION IN FORCE

When, in the judgment of the Board, it becomes necessary to reduce the teaching staff, the following procedures shall apply:

A. The Board may elect to make reductions in staff through non-renewal of limited teaching contracts or through suspension of limited or continuing teacher contracts. Such action shall be based upon the Superintendent's recommendation.

B. It is the purpose of Northmont's Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

C. If the Board elects to make reductions in force through either non-renewal of limited contracts or through suspension of contracts, the following procedures shall apply:

1. If the Board effects staff reduction by suspension of contracts, such suspensions may be for financial reasons, educational program considerations, or for any reason set forth in Section 3319.17 O.R.C., but such contract suspensions shall otherwise comply with Section 3319.17 O.R.C.

2. For purposes of the RIF progression set forth below, and to the extent permitted by law, teachers with an Ohio Teacher Performance on Standards rating of "accomplished" or "skilled" shall be deemed to have such ratings carry-over into the following years(s) in which the teacher is not fully evaluated.

3. If the Board elects to make reductions in force, the Board will suspend contracts in accordance with the recommendations of the Superintendent in the following progression:

    a. Retired-Rehired Teachers;

b. Teachers who do not possess an Ohio Teachers Performance on Standards rating;

c. Teachers working under a limited contract or continuing contract who receive an "ineffective" or "developing" rating on the Ohio Teacher Performance on Standards component of their most-recent evaluation;

d. Teachers working under a limited contract with a "skilled" or "accomplished" rating on the Ohio Teacher Performance on Standards component of their most-recent evaluation;

e. Teachers working under a continuing contract with a "skilled" or "accomplished" rating on the Ohio Teacher Performance on Standards component of their most-recent evaluation.

4. Should two or more teachers receive equal ratings on the Ohio Teacher Performance on Standards component of their most recent annual evaluation, the Board will then consider the Ohio Teacher Performance on Standards rating on their prior year's annual evaluation in the same RIF progression as stated above.

5. Should two or more teachers have equal ratings on the Ohio Teacher Performance on Standards component of their prior year's annual evaluation, the Board will then consider the Ohio Teacher Performance on Standards component on the annual evaluation received two years prior. The teacher with the higher rating will be retained. Notwithstanding the foregoing, seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluation results.

6. If a unit member whose contract is suspended due to a reduction in force is certified/licensed for another position in the District, and provided the displaced unit member has a rating on the Ohio Teacher Performance on Standards component of "developing" or better, the process set forth in sections C.3, C.4, and C.5 above will be repeated. If a suspended unit member has an equal Ohio Teacher Performance on Standards rating, the suspended unit member must also have greater seniority in order to displace another unit member. It is possible the process will repeat multiple times until the unit member whose contract is suspended is ultimately determined. Any displaced unit member with an Ohio Teacher Performance on Standards rating of "developing" or better is eligible to displace another unit member according to this Article.

7. For the purpose of RIF, employees not covered under OTES shall be considered comparably rated and shall be subject to RIF based on certification/licensure/seniority.

8. The Board may deviate from this procedure based on the needs of the District with respect to extra-curricular, curricular, and coaching assignments.

D. Seniority:

1. All unit members of the bargaining unit will be placed on a Seniority List for each teaching field.

2. Except that holders of continuing contracts always have seniority over holders of limited contracts, seniority will be defined as the length of continuous service as a certificated employee under regular contract in Northmont District:

   a. Board-approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

   b. If two or more unit members have the same length of continuous service, seniority shall be determined by the following sequential steps:
   --the first day of work,
   and then by
   --the date of the Board meeting at which the unit member was hired,
   and then by
   --the date of the initial employment contract in the District,
   and then by
   --any remaining ties will be broken by lot.

   c. Part time employees shall earn seniority credit as follows; one (1) year of part time employment (minimum 184 workdays – see Section 9.02) shall earn one (1) full year of seniority credit for each year employed.

3. Seniority shall be lost when a unit member resigns or leaves the employ of the Board due to non-renewal or termination of their contract, except that unit members who have had their contracts non-renewed or suspended as part of a reduction in staff shall have recall rights and shall not be considered a break in service for seniority purposes.

E. Recall Rights:

1. The names of unit members whose limited contracts are non-renewed or suspended as a result of Reduction in Force shall be placed on a Recall List for eighteen (18) months following such reduction.

2. The recall period shall begin the day following the last actual work date of the unit member being affected by the reduction.

3. Continuing contract unit members whose contracts are suspended as a result of Reduction in Force shall be placed on a Recall List indefinitely in accordance with Section 3319.17, Ohio Revised Code.

4. Unit members on the Recall List shall have the following rights:

   a. No new unit members will be employed by the Board while there are unit members on the Recall List who are certificated for the vacancy. Such unit members on the Recall List shall be recalled according to: last out, first to be reinstated.

   b. When a determination is made to fill vacancies, a certified letter will be sent to the last known address of all unit members on the Recall List who

are qualified according to these provisions. It is the unit member's responsibility to keep the Human Resources Office informed of his/her current address. During the work year, all unit members are required to respond, in writing, to the Offices of the Board of Education within nine (9) calendar days of the mailing of the certified letter. Any unit member who fails to respond within nine (9) calendar days, or who declines to accept a tendered position, will forfeit all recall rights. For recall notices mailed between June 1 and August 1 each year, the nine (9) day response time shall be changed to fourteen (14) days.

c. A unit member on the Recall List will, upon acceptance of the notification to resume active employment status, return to that status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of reduction.

d. While on recall status, a unit member shall remain a part of the employee group for insurance purposes, for eighteen (18) months, provided that the unit member pays to the Treasurer, monthly, in advance, the full cost of the insurance premiums which he/she wishes to maintain.

e. If an employee who was previously employed as full time is recalled to a position that is less than full time, the employee may accept or reject the part time position without loss of recall rights as stated in Article 8, Section D. An employee who accepts recall to a part time position shall not suffer a loss of rights to the next available full-time position for which he/she is properly certified/licensed.

F. Notice

1. The NDEA President/designee and the Superintendent/designee will mutually agree to a Reduction in Force (RIF) list based on the criteria in this section, prior to the enactment of a RIF.

2. When the Superintendent intends to recommend non-renewal or suspension of contracts to achieve a Reduction in Force, he/she shall give notice of such intent to the NDEA President at least ten (10) calendar days prior to Board action.

3. Individually affected unit members whose contracts are to be non-renewed or suspended hereunder will be given at least five (5) days notice of the Superintendent's intention to recommend such contract action to the Board.

4. Such notice shall be in writing, provided prior to specific knowledge of the persons or positions being affected made public, and in a manner so that delivery of said notice is by hand at a time after student hours or by mail to the affected unit member's residence.

5. The Board and Superintendent shall be excused from complying with the notice provisions if such become impracticable or burdensome due to the exercise of displacement rights by a unit member who would otherwise have been reduced but for the exercise of such rights.

G. Seniority List

1. A Seniority List shall be prepared and kept updated ranking all tenured unit members in the District by seniority, giving areas of certification, followed by all non-tenured unit members in the District in a like manner. The NDEA President shall be supplied a copy of this and each update.

2. "Areas of certification" shown on the seniority list or its updates shall be deemed accurate unless, within thirty (30) days following the publication of such list, a unit member presents evidence of additional areas of certification.

3. These procedures shall not apply to the non-renewal of limited unit member contracts for reasons other than Reduction in Force. Only procedural compliance with this section (Reduction in Force) shall be subject to the grievance procedure.

4. This article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures of the District.

ARTICLE 9 - WORKING CONDITIONS

Section 9.01 - INDIVIDUAL CONTRACTS

A. All contracts for unit members shall contain a per diem rate of base pay.

B. All building principals shall give each teacher a letter indicating the probable class assignment, grade level, and/or subjects to be taught, whichever is applicable, by June 15 for the following school year. This letter shall not be binding, but shall state the principal's intentions, barring any unforeseen developments.

C. If a teacher is dissatisfied with the intended assignment, he/she may request a meeting with the principal. This meeting shall be held within five (5) days following the receipt of the teacher's request. The department chairperson may attend the meeting, if requested, by either the teacher or the building principal. At the meeting, rationale shall be given for the assignment by the principal, and the teacher shall explain why he/she is dissatisfied with the assignments.

D. Each teacher under contract shall be given (whenever feasible) the instructional materials to be used in his/her assignment a minimum of three weeks prior to the use of such materials, with the expectation that an effective program of instruction shall begin with the first day of school, and newly adopted materials will be utilized at the earliest feasible date.

E. Employment Contracts: At the time of hire, all new bargaining unit members shall receive a notice to read:

"Your contract of employment is subject to the Collective Bargaining Agreement between the Northmont City School Board of Education and the Northmont District Education Association, an affiliate of the Ohio and National Education Associations. The terms and conditions of this Collective Bargaining Agreement are incorporated into your employment by this reference as though fully written there.

Section 9.02 - CONTRACT YEAR/SCHOOL CALENDAR

A. The unit member contract year will not exceed 184 days. Any days contracted beyond 184 will be paid at a per-diem rate.

B. The President of NDEA may meet with the Superintendent by February 1 of each year to give input on the calendar recommendations for the following school year.

C. In the event that the school calendar needs to be amended after Board adoption, the Superintendent shall, except in emergency situations when unit members are not available for input, submit to unit members those options under consideration for their input prior to official Board action.

D. On calamity days, unit members shall not be required to report for work. On delayed starts, the reporting time for members shall be proportionate to the amount of delay.

E. After missed instruction calamity day number 5, the emergency calendar committee made up of the Association and Board will meet to discuss how to address the missed instructional time.

Section 9.03 - UNIT MEMBER'S DAY

A. The unit member's workweek will be thirty-eight and three-quarter (38 ¾) hours as assigned by the Board. Unit members will be required to sign in at arrival and sign out at leaving.

B. The elementary unit member's day shall have a forty (40) minute planning time, Middle and Senior High unit members shall each day have planning time equal to one class period. Planning time is interpreted to mean planning in the classroom, securing supplies, duplicating materials, staff meetings, curriculum development, parent conferences, and in-service activities.

C. Building faculty meetings will be confined to the thirty-eight and three-quarter (38 ¾) hour unit member workweek.

D. Unit members will be guaranteed thirty (30) minutes duty-free lunchtime and will be permitted to leave the premises after notifying in advance the principal, or in his/her absence, the secretary.

E. Any meeting during a teacher's planning time shall be kept to a minimum.

F. No more than one (1) total building staff meeting per week shall occur during the teacher's regular planning period, unless of an emergency nature. Advance notice will be given the week prior to these scheduled total staff meetings. Only one other planning time period may be used for building or committees during any one week, or a total of two meetings per week.

G. In-service meetings shall be announced at least one (1) week prior to the scheduled meeting.

H. When a unit member is absent as provided for by the Board, he/she will notify the principal according to building procedure. The principal will endeavor to secure a substitute from the approved substitute list.

I. It is contemplated that the Board will implement a work week at the High School and Middle School whereby the unit members will work no longer than an eight (8) hour day, for a total work week of thirty-eight and three-quarters (38-3/4) hours. Should this be done, the shortest workday of the week shall be on Friday.

J. On the following non-student contact days, members shall be given time to do such work at school they deem appropriate such as, but not limited to, preparing grade cards, grading examinations, class preparation, meeting with colleagues, and rearranging classrooms:

1. First contracted work day: 2 hours
2. End of the first quarter: one-half day
3. End of the second quarter: one-half day

Section 9.04 - INTERNAL SUBSTITUTION

A. Purpose: Administration will retain external substitutes as the first and preferred option to cover unit member absences. When this cannot be accomplished, internal substitute compensation shall be paid to unit members who are either assigned during their planning period, or who pick-up all or a portion of another unit member's class load to cover for a unit member who registers their absence in the District's absence database. Agreement between unit members to cover each other's class(es) shall not result in internal substitute pay; however, a unit member shall obtain approval from their building principal prior to securing another unit member to cover a class.

B. Rate: Internal substitution pay shall be established at a rate of (.003 x Base). When multiple unit members are used throughout the day they will be paid (.003 x Base) divided by 7 In the event a substitute teaching assignment is applied among 2 or more staff members, the rate of pay shall be equally divided. Unit members will be paid at the end of each payment period in which they submit requests for internal substitution pay.

C. Procedure: selection of internal substitutes shall proceed in the following progression:

1. Volunteers to accept a substitute assignment shall be utilized, where applicable.

2. In the absence of a volunteer, building administration shall assign unit members from their building according to a rotation system.

Section 9.05 - PAYROLL DEDUCTIONS

The Board shall provide for payroll deductions for teachers as required by law. In addition, deductions shall be made on equal basis from each check as authorized in writing, by the teacher, or the following items:

A. First Day Federal Credit Union (deposits to be mailed prior to the close of the workday preceding payday).

B. Board-approved insurances.

C. Board-approved tax-sheltered annuities (procedures outlined in administrative regulation DLB-R shall apply).

D. United Way.

E. Political contributions.

F. Education Foundation contributions.

G. Professional dues and assessments.

H. YMCA membership costs.

I. Northmont Alumni Association.

Professional dues and assessments shall be deducted for NDEA, WOEA, OEA, NEA and all affiliated organizations. The NDEA will provide the Treasurer with appropriately signed authorizations at least ten (10) working days prior to the initial deduction date. Deductions of the annual dues and assessments will be made in as nearly equal pay period installments during the school year and in an amount determined by the Union. Deductions shall begin with the first pay period in October and continue for 15 pays. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer, District Treasurer and the individual member.

In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this Contract (August 1st - August 31st). The Association shall ensure all dues paying and/or fair share fee paying employees represented by the bargaining unit provide written authorization for the Board to deduct owed and remaining dues/fees from the employee's pay. Upon delivery to the Board's Treasurer of this written authorization, along with written certification by the Association's Treasurer of the employee's owed and remaining dues/fees, the Board's Treasurer will implement the deduction. The Association shall indemnify, defend and hold the Board, its individual members and employees harmless from all liability, including, but not limited to damages, judgments, fees, penalties, costs, expenses, findings for recovery and attorney fees arising out of the acts/omissions in deducting these dues/fees.

Any authorization form that is checked "continuous dues" shall remain in effect continuously while the member is in the employ of the Board of Education. Member cancellation of payroll deductions may be made by the member in writing and given to the Treasurer of the Board. The Treasurer of the Board will notify the President of the Association of such cancellation.

Monies deducted will be transmitted to the Association Treasurer at the end of the month.

Any assessment need which arises during the year shall be deducted within thirty (30) days' notice by the Association and in accordance with the schedule submitted by the Association to the Treasurer.

Section 9.06 - PERSONNEL FILES

A. The Human Resources Office maintains in the Central Office an up-to-date file on each unit member. Building principals also keep a personnel file containing pertinent information about each unit member assigned to their building.

B. A unit member may review, upon written request, the contents of either the building file or the Central Office file. Review of file material shall occur in the presence of the administrator responsible for the file. The unit member shall be allowed to bring another individual to serve as witness during the examination of the file. The review shall occur within three (3) working days of a written request and shall be at a mutually convenient time and date to the parties involved.

C. During the review of the file, the unit member may request an item or items be removed. If the unit member and the administrator agree to remove an item or items, it shall be done immediately. The unit member may also make written responses to any item in either file. Responses shall be attached to the item in question. Anonymous information shall not be placed in either file.

D. Complaints from parents or other community unit members shall follow the complaints against Unit Members/Coaches procedures in Section 9.16 of this Agreement. After that process is completed, any material relative to the complaint shall be reviewed with the affected employee by the appropriate building administrator prior to any decision to place the material into the personnel file. Prior to any complaint being placed in a file, it shall be initialed by the unit member and the administrator directing its placement. Initialing the item does not mean agreement with its content, only knowledge of its existence.

E. Complaints from a prior school year (August 1 through July 31) shall not be placed in the personnel file unless they have been shared with the unit member by the administrator during the school year in which they occurred. A record of such shared information shall be initialed and dated by both the unit member and the administrator.

F. Unit members shall have the right to have one (1) free copy of any information contained within either the Principal or Central Office File.

Section 9.07 - VACANCIES AND NEWLY CREATED POSITIONS

All vacancies and newly-created positions for teaching, extra-duty, supervisory, and administrative jobs shall be posted for five (5) working days in each building with the teacher sign-in sheet prior to the position being filled.*

The following procedures shall apply:

A. All postings will be sequentially numbered and a recording of same will be kept on file in the Office of Human Resources.

B. During the summer months, vacancies will be posted in the Central Office and accessible through electronic means.

* In the event a vacancy occurs ten (10) working days prior to the beginning of the student school year, the five (5) day posting requirement may be waived. All other provisions shall remain in force.

Section 9.08 - ASSIGNMENT AND TRANSFER

Each unit member shall be assigned to a specific position by, or under, the direction of the Superintendent and may be transferred to any other position for any purposes which, in the judgment of the Superintendent, is for the welfare of the unit member, the school, or the district. Notwithstanding any of the provisions below, the parties agree that teacher assignment and transfer is the sole and statutory prerogative of the Superintendent.

Voluntary Transfer

A. Voluntary requests for transfer shall be made in writing to the Director of Human Resources, indicating in order of preference: school or schools desired, grade level, subject area (within certification limitation), and the reason for the transfer request.

B. Requests for voluntary transfer shall be acknowledged in writing within five (5) working days of their receipt by the Director of Human Resources.

C. Vacancies occurring during the school year shall be available for transfer requests.

D. In the disposition of all requests for transfer, the interests, aspirations, and desires of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and/or other goals of the school district. Criteria to be used in consideration for transfer will include, but not necessarily be limited to, the following:

1. Contributions, which the unit member could make to the students in a new position according to training, experience and interest.

2. Qualifications of the unit member as compared to other candidates for the position to be filled.

3. The desires of the unit member regarding the transfer.

4. The recommendations of the Building Principal involved in the transfer.

5. The opportunities for professional growth on the unit member's part.

Involuntary Transfer

A. While some involuntary transfer of unit members from one school to another may be unavoidable under normal circumstances, involuntary transfer should be held to a minimum. Therefore, the following shall apply:

1. Involuntary transfers will be made by the Superintendent when necessary to the development of a harmonious school setting. Such transfers will be made in light of what is best for the school district.

2. Written notice of an involuntary transfer shall be given to the affected unit member. The unit member will have an opportunity to discuss the transfer with the Building Principal and also with the Director of Human Resources, if desired, prior to the transfer taking place. Whenever possible, involuntary transfer will be processed prior to June 1 of any contract year.

3. When involuntary transfer must take place as a result of reduction in enrollment, the following provisions shall apply:

   a. Transfers will be encouraged on a voluntary basis.

   b. If no volunteers are found, the following shall apply:
      In the case of elementary in-building transfers becoming necessary, volunteers will first be sought. The Building Principal reserves the right to accept or reject such volunteers.

Section 9.09 – FACULTY COUNCIL

A. In each building there shall be a "School Faculty Council," including the building administrator, an NDEA building representative, and not less than three (3) nor more than seven (7) unit members, as elected by the building staff at the opening faculty meeting.

B. Size, membership and chairman of the Council shall be decided by the staff of each building. Any items of concern to the building staff shall be discussed at these meetings without reprisal.

C. The purpose of the council will be communications among staff, administration, and NDEA.

D. The Council shall meet on a monthly basis or whenever called by any two (2) unit members.

E. Attendance to Faculty Council shall not be limited to elected unit members. Only elected unit members shall vote on issues.

F. There will be no reprisals taken by administration against teacher participants in the Faculty Council.

G. Each Faculty Council will establish ground rules for unit members to present items of concern to the Council for discussion. These ground rules will be reflected in an intake form, which shall be made available to unit members on the District's network.

H. A representative for the Association will send a reminder to unit members one week prior to a Faculty Council meeting requesting any items of concern be submitted on the designated intake form at least 24 hours prior to the meeting.

I. The meeting agenda will be shared with members of the Faculty Council and the building administrator at least 24 hours prior to the meeting.

J. Notwithstanding the Board's obligation to produce public records under Ohio's Public Records Act, minutes from each Faculty Council meeting will only be shared with unit members from the building, building administration, and central office administration.

Section 9.10 - PARENT/TEACHER CONFERENCES

A. Parent/teacher conferences will be held during the school year. Teachers shall submit a conference appointment schedule to the Building Principal.

B. Unit members are expected to attend open house when it is scheduled at their school building. The unit member's workday on the day of an open house shall be scheduled in consecutive, non-broken hours that do not cause the unit member to work past 7.75 hours that day.

Section 9.11 - LUNCHROOM DUTY

Unit members shall not be required to supervise in the cafeteria during student lunch time, except that teachers in the High School may be assigned in the cafeteria if such teacher's schedule makes him/her available for supervision.

When making such assignments, the administration shall first take into consideration whether there exists a sufficient pool of volunteers who will accept such an assignment. However, if enough volunteers are not obtained, teachers may be assigned as necessary. A rotation system will be developed to reasonably ensure that the duty will be spread among qualified staff.

Section 9.12 - TRAVELING UNIT MEMBERS

Unit members who are paid mileage for travel between buildings should be allotted no less than adequate time in addition to the actual travel time required to prepare their classrooms.

Section 9.13 - COMPENSATION FOR COMMITTEE WORK NOT DONE ON SCHOOL TIME

A. Approved district committees, when scheduled to meet after hours of the regular teacher's workday, will be compensated at the rate of .0006 of the BA base per hour. Committee work that is approved will be defined by the Superintendent/designee.

B. OASIS Program
The OASIS program is an after school alternative education opportunity wherein selected students may participate for the purpose of fulfilling graduation requirements.

The position of Instructor/Facilitator of the OASIS Program shall be compensated at the committee rate as defined in Section 9.13, A of this agreement.

Section 9.14 - UNIT MEMBER INPUT

A. Unit members shall have a role in developing, recommending and evaluating curricular programs which will effect educational improvement in the Northmont City School District.

B. When a change in the personnel section (Section 3000) of Board Policy is proposed, a copy shall be sent to the NDEA President. The NDEA may respond to the proposed change either in writing or through a meeting with the Superintendent or Superintendent's designee.

C. A minimum of one (1) unit member per building will be assigned to a Professional Development Committee. Such unit member(s) will provide input to administration in the development of professional development activities for bargaining unit members.

D. A joint committee consisting of no more than seven (7) Association members appointed by the Association President and up to seven (7) members appointed by the Superintendent may be convened to discuss the equitable provision of specials at the K-6 grade levels.

Section 9.15 - HANDBOOKS AND RELATED MATERIALS

At the beginning of the school year, the building principal shall provide each unit member with a handbook containing the policies and procedures governing the operation of that school. The Board shall provide each unit member with a copy of the Negotiated Agreement and any other pertinent information of a general interest to the unit member.

A current copy of the complete Board Policy Manual is accessible online and at Central Office.

Section 9.16 - JOB SECURITY/DISCIPLINARY ACTIONS/NON-RENEWAL

A. Job Security

1. After July 1, 1997, all unit members shall serve a probationary period of four (4) consecutive full school years of full-time employment. During the probationary period, such unit member shall receive a contract for no longer than one (1) school year. All limited contract teachers employed at Northmont City School District prior to July 1, 1997, and who have been employed for four (4) or more full school years shall be considered to have served this probationary period. All limited contract unit members who have been employed less than four (4) full years at Northmont City School District as of July 1, 1997, shall be considered probationary teachers until they have served four (4) full years. For unit members with an employment history at Northmont City School District prior to July 1, 1997, the full school years need not be consecutive, but the years after July 1, 1997, needed in order to reach four (4) full school years must be consecutive one (1) year contracts.

2. After a unit member has served the probationary period as set forth above and is thereafter rehired, that unit member will not be subject to being non-renewed or non-re-employed and the unit member’s employment shall not be terminated except for good and just cause, pursuant to Ohio Revised Code 3319.16. In the case of termination, either the Association or the unit member may demand arbitration, which demand shall be made within 30 days of a receipt of a copy of the Board resolution terminating the unit member. If arbitration is demanded, the Board of Education shall be considered the moving party and shall bear the burden of proving good and just cause.

3. In the event of a Reduction in Force, all unit members who have served the probationary period, or who are considered to have served the probationary period, shall have their seniority determined as if they had achieved continuing service status as that term is used in R.C. 3319.11.

4. With respect to a probationary unit member, the Board may declare its intention not to re-employ such unit member by giving the unit member written notice on or before the 30th day of April of its intention not to re-employ the unit member. If the Board does not give the unit member written notice on or before the 30th day of April of its intention not to re-employ the unit member, the unit member is deemed re-employed under a limited contract for one (1) year at the same salary plus any increment provided by the Salary Schedule. The unit member is presumed to have accepted such re-employment under a limited contract unless he/she notifies the Board in writing to the contrary on or before the first day of June. The decision of the Superintendent to recommend non-reemployment and/or the decision of the Board not to re-employ shall not be made the subject of a grievance and shall not be processed as such.

B. Disciplinary Actions

1. Prior to the imposition of a discipline more severe than a written reprimand, the affected teacher shall have the right to an informal hearing before the Principal.

2. The Superintendent, or his/her designee, shall have the power and right to reprimand, suspend with or without pay, terminate, or otherwise discipline a unit member for good and just cause. All disciplinary action, other than verbal warnings, shall be given in writing to the affected unit member within three (3) workdays of taking such action. A probationary unit member may be terminated for less than good and just cause.

3. Discipline shall be applied in a progressive and corrective manner, except instances wherein the unit member is guilty of misconduct, or the unit member's presence represents a clear and present danger to students, employees, or the public.

4. A unit member's right to Association representation in any manner relating to discipline shall only be limited to the extent that immediate employer action is reasonably necessary to protect persons and/or property. In the event immediate employer action is taken without Association representation, then, upon the affected unit member's request, a conference to review the discipline shall be held within 24 hours with the unit member and an Association representative. At this conference, the unit member shall be presented with a written statement of the charges against the unit member, including times and places of occurrence(s).

C. Non-Renewal

1. No later than April 1 the Superintendent shall notify in writing any unit member so affected of his/her intent not to recommend renewal of limited teaching contract. Within four (4) working days of such notification the unit member may request, in writing, a meeting with the Superintendent. The Superintendent and/or

his/her designee will discuss with the unit member, at the meeting, the rationale for the recommendation. Such a meeting will be held prior to Board action.

2. The unit member may also request a meeting with the Board of Education. The Board may elect to hear the unit member in executive session, or the unit member may elect to use the Visitors and Communications portion of a regular Board meeting to address the Board.

3. This procedure shall not create an expectancy of continued employment nor shall it prevent the Board from making the final decision regarding a contract renewal or non-renewal.

D. Modifications of R.C. 3319.16

R.C. 3319.16 shall apply to those unit members who now hold or achieve continuing service status. Those unit members are sometimes referred to as tenured teachers. For those unit members, only one departure from the procedure set forth in R.C. 3319.16 shall be permitted by this contract, and that is that a hearing before the Board or the Referee, as the case may be, may be held at any time during the year.

E. Statutory Provisions No Longer Apply

The provisions of this Article dealing with unit members contracts, discipline, and/or probationary periods are specifically intended to supplant Ohio Revised Code Sections 3319.11, 3319.111, and to the extent set forth in the immediately preceding paragraph, 3319.16.

Section 9.17 - COMPLAINTS AGAINST UNIT MEMBERS/COACHES

A. The Board will follow the complaint procedure in R.C. 3313.473 (commonly referred to as the Parent Bill of Rights), including a parent filing a written concern with the principal or assistant principal. Otherwise, complaints against unit members, except those from the unit member's supervisors, shall be referred to those persons listed below and in the following order:

1. First, the Unit Member. If unresolved or additional information or assistance is needed, then confer with

2. Second, the Principal. If the principal determines a need to formalize the complaint, it must be reduced to writing, including the nature of the complaint and any remedies sought. Copies of the formal complaint will then be distributed to all involved parties. If unresolved or additional information or assistance is needed, then confer with

3. Third, the Superintendent's Office. The Superintendent may choose to direct the complaint to a designee who has responsibility in the area of question or concern. If the concern is still unresolved, then confer with

4. Fourth, the Board of Education. Any action on the complaint by the Board of Education shall be deemed to be final.

B. Complaints against coaches shall be referred to those persons listed below and in the following order:

1. First, the Coach

2. Second, the Athletic Director

3. Third, the Principal

4. Fourth, the Superintendent

5. Fifth, the Board of Education

ARTICLE 10 - LEAVES

Section 10.01 – ABSENCE REPORTING SYSTEM

Any bargaining unit member who uses any type of leave under Article 10 of this Agreement shall enter their absence in the District's absence reporting system within ten (10) calendar days their return to duty. Failure to do so:

A. Shall result in a deduction of available, appropriate paid leave, or if not available, in a per diem deduction in pay; and

B. May result in progressive discipline. However, prior to administering discipline, administration shall first provide written/email notice to the unit member of the need to comply with this Section. Thereafter, should the unit member again fail to comply with this Section, administration may administer discipline.

Section 10.02 - SICK LEAVE

A. General Rules: Each unit member shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month which shall accumulate at the rate of fifteen (15) days per year. Unit members who, at the beginning of a contract year, have less than ten (10) days accumulated sick leave may be advanced up to ten (10) days as needed for covered absences at their request, but not more than the number of days equal to the difference between ten (10) days and the balance of the unit member's accumulated sick leave at the beginning of the contract year.

1. At the close of each school year, the unused portion of the annual sick leave shall be placed in reserve, not to exceed a maximum of three hundred (300) days.

2. There is no limit to the number of accumulated sick days that can be used during any one school year, per the purposes set forth in Section 10.02.B.

3. The previously accumulated sick leave of a unit member who leaves the service of the Board shall be placed to his/her credit upon his/her re-employment by the Board.

4. A unit member who transfers from the service of any public agency in the State of Ohio shall be credited with the unused balance of his/her accumulated sick leave.

5. Notwithstanding the routine appointment exceptions, specifically noted below, sick leave can be used in full, three-quarters, half and quarter-day increments.

B. Purposes for which sick leave may be used: Unit members may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, death of a friend or relative, and for absence due to illness or injury in the unit member's immediate family. If accumulated sick leave is not sufficient to cover the length of absence, the unit member may be placed on leave of absence without pay for the remainder of the school year in which the absence occurred.

1. Personal Illness. If a unit member is absent from duty because of personal illness and sees a physician, said physician's name, address, and date consulted shall be listed on the sick leave form. Routine doctor, dental, and visual care appointments are acceptable uses when limited to one-half (1/2) day per absence. Full day absences are available when necessary.

2. Illness or injury in the Immediate Family. Immediate family defined as parent, brother, sister, husband, wife, child, grandchild, or one in the household who has virtually held the position of parent or child. If a physician is seen, said physician's name, address, and date consulted shall be listed on the sick leave form. Routine doctor, dental, and visual care appointments are acceptable uses when limited to one-half (1/2) day per absence and if the unit member must accompany the immediate family unit member. Full day absences are available when necessary.

3. Death of a Close Relative. Five (5) days absence without loss of pay, including travel time, will be allowed when a death occurs of a close relative, i.e., husband, wife, father, mother, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or a person living in the same household.

4. Death of a Close Friend or Remote Relative. One (1) day absence without loss of pay will be allowed when the death is that of a close friend or a more remote relative, i.e. sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or cousin. Approval for one additional day for travel may be requested, in writing, from the Superintendent.

4. Pregnancy. For absence due to disability caused or contributed to by pregnancy when a physician's statement verifies same.

Section 10.03 - VIOLENCE LEAVE

The Board shall provide leave for unit members who are absent due to physical or emotional disability caused by wrongful physical violence inflicted on the unit member without the unit member's consent, and having occurred, while the unit member is in the performance of his/her duties for the Board of Education. The following procedures shall apply:

A. Violence Leave shall be limited to ninety (90) working days per school year.

B. The unit member shall be required to furnish a signed statement on forms prescribed by the Board to justify the use of Violence Leave.

C. A certificate from a licensed physician stating the nature of the disability and its duration shall be required before Violence Leave can be approved for payment.

D. Falsification of either a signed statement or a physician's certificate will be grounds for suspension or termination of employment.

E. The unit member shall, when appropriate, file a report with the appropriate police agency against the party or parties who inflicted the physical violence on the unit member.

This section shall serve to replace and supplant R.C. 3318.143.

Section 10.04 - PERSONAL LEAVE

A. Authorization -- Each unit member shall be authorized to use three (3) days each school year for necessary personal leave in order to take care of matters of business which, under ordinary circumstances, cannot be taken care of except during school hours. Acceptable reasons for the use of personal leave shall include, but not limited to, the following:

1. Weddings in the immediate family/remote family.

2. Graduations or military honors in the immediate family/remote family.

3. Receiving an award for contributions to education, community, or church, or for a unit member of immediate family/remote family receiving the same.

4. Moving from one residence to another.

5. Legal transactions or legal proceedings.

6. Meeting or conventions where employee is an officer or elected delegate.

7. Religious holidays.

8. Emergencies requiring immediate action.

9. Parent conference of employee’s dependent.

10. College registration/visitation.

11. Transporting to and from college.

12. State Teachers Retirement System inquiry.

13. Appointment with IRS.

14. Adoption of child.

15. To attend an event or ceremony of the unit member's dependent.

16. Other *

* Absence for legitimate reasons not listed may be granted upon written requests and approved by the Superintendent or his/her designee.

No personal leave shall be taken or used during the first week and the last two weeks of school unless requested in writing and approved by both the Building Principal and the Superintendent or his/her designee.

B. Notification -- Notification shall be given to the Building Principal, in writing, three (3) workdays in advance of the use of the personal leave.

C. Use of Personal Leave -- No more than two (2) persons in each of the elementary buildings, no more than three (3) persons in the middle school and the Kleptz Early Learning Center, and no more than four (4) persons in the senior high school may use personal leave on the same day.

It is important that the unit member give written notice as early as possible because these days will be "first come, first served".

D. Emergency -- Notwithstanding the limitations of paragraphs B and C, one (1) day of personal leave may be taken on an emergency basis and the restrictions of paragraphs B and C shall not apply to that day.

If a unit member has already used a day pursuant to the previous paragraph, no other days of personal leave will be allowed unless the teacher has remaining personal leave days and the requirements of paragraph B & C are met, unless the Superintendent in his/her sole discretion so authorizes.

E. Personal leave may be taken in whole or half-day increments.

F. If a unit member uses no personal leave during a school year, then, at the conclusion of that school year, that unit member shall have the option of receiving one (1) day of permanent severance pay (compare to Article 11 Sec. 11.01) or an additional day of sick leave reserve, even if, by reason of such additional day, the reserve exceeds the maximum reserve permitted by Article 10 Sec. 10.02. This paragraph is not applicable to a teacher who is absent from duty in excess of 90 days in a school year.

Section 10.05 - COURT APPEARANCES

A unit member selected as a juror or ordered to appear for jury selection shall be paid the difference between the court payment and his/her regular salary. The unit member will receive his/her full daily wage from the Board by endorsing the jury duty check to the Board.

Any unit member subpoenaed as a witness in court shall be paid the difference between the court payment and his/her regular salary. The unit member will receive his/her full daily wage from the Board by endorsing the witness payment to the Board if receiving payment.

Section 10.06 - SABBATICAL LEAVE

Sabbatical leaves for study, travel, and research may be granted by the Board upon recommendation of the Superintendent, to teachers who have completed five (5) years of service in the Northmont Schools.

Such sabbatical leaves shall be in recognition of significant service in the Northmont Schools and for the purpose of encouraging achievement, which contributes to the professional effectiveness of the teachers and the value of their subsequent service to the Northmont Schools. Such leave shall not be for the specific purpose of pursuing an advanced degree unless it is in the area of a person's teaching assignment.

A. Each year, a maximum of three percent (3%) of the unit members who are otherwise eligible, may be granted sabbatical leave.

B. Sabbatical leave may not be granted to one unit member more often than once every five (5) years. It will be granted only when the proposed purpose of the leave warrants it and when the teaching program and the interest of the Northmont Schools will not be seriously impaired by the unit member's absence.

C. Application for sabbatical leave shall be made in writing to the Director of Human Resources not later than April 1, preceding the school year within which the leave is desired. The application must be accompanied by a statement of a well-considered plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the Northmont Schools.

D. Each unit member who is granted sabbatical leave must enter into a written agreement with the Board to return to duty in the Northmont School system for at least one (1) year after completion of the sabbatical leave. Upon returning, the teacher shall present a full report regarding the use of sabbatical leave to the Board.

E. Any time spent on sabbatical leave shall be considered as additional experience on the salary schedule.

F. Partial salary as provided in Ohio Revised Code, Section 3319.131, will be granted unit members on sabbatical leave. At their own expense, unit members may continue their insurance coverage, providing the insurance company or hospital service association involved permits continuance of coverage.

Section 10.07 - PROFESSIONAL MEETINGS AND CONFERENCES

Included in the annual (July 1 through June 30) budget for each school will be an amount for professional meetings and conferences. The amounts for each of the buildings are as follows:

School	Amount
Northmont Senior High School	$4000.00
Northmont Middle School	$2000.00
Kleptz Early Learning Center	$2000.00
Englewood Hills Elementary	$1000.00
Northmoor Elementary	$1000.00

Northwood Elementary	$1000.00
Union Elementary	$1000.00

Amounts not expended in one fiscal year will accrue to the next fiscal year, provided that at no time shall the accrued amount be more than 150% of the annual amount.

Any unit member requesting to attend any conference, convention, or meeting may be absent for such purpose without loss of pay, if such attendance is in the interest of the District and within the scope of the teacher's area of employment. All requests by unit members must be on the approved district form and submitted in advance to the Building Principal. The Building Principal may approve requests, staying within the limits of the building budget for such purposes. An over-all limit on reimbursement for expenses incurred will be placed at $500.00 per teacher per fiscal year and shall be limited to the costs of transportation and parking, lodging, registration, and meals.

Attendance at any given professional meeting or convention shall be limited to two (2) unit members per meeting per building of elementary schools, and three (3) unit members per meeting per building at secondary schools. Requests to attend conferences, conventions, or meetings should be made as early as possible inasmuch as consideration will be given to the date such request is made.

Section 10.08 - PROFESSIONAL LEAVES OF ABSENCE

A leave of absence shall be defined as a Board-approved absence from work. An employee shall not be paid salary, wages, or Board-paid fringe benefits while on a leave of absence.

The individual employment contract of any employee on leave of absence shall continue to run during the period of such leave and shall, therefore, be subject to renewal, non-renewal, or suspension, or as otherwise provided by law.

Leaves of absence may be approved for the following purposes:

A. Exchange teaching abroad, or other assignments deemed of special value to the government or to the school district.

B. Professional studies designed to improve or broaden skills so as to become a better teacher.

C. To complete field experiences for certification in school counseling, administration, or curriculum (may be granted for one quarter).

To be eligible for consideration for leave of absence, a unit member must have completed three or more consecutive years of service in the Northmont District. All requests for leave of absence must be submitted in writing to the Superintendent. The request shall include the purpose and the proposed starting and ending dates of leave. Such leave shall be for the remainder of the current semester or school year, and may be granted for an additional two consecutive semesters upon application and approval by the Board. All leaves of absence are subject to the recommendation of the Superintendent and approval by the Board of Education.

A unit member intending to resume teaching or to request to extend the leave for another year shall, by March 15 of the year in which the leave ends, send notification of said intent to the

Director of Human Resources. Failure to provide such notification shall be deemed by the Board to be an indication that the teacher does not wish to return to teaching and has, therefore, resigned. Unit members returning to service following a period of time in which they have applied for, and received approval of, two leaves of absence requests shall not be eligible for further leaves of absence until they have completed an additional three consecutive years of service in Northmont District.

An employee may continue to participate in District group insurance programs providing he/she is willing to assume the full premium cost of such coverage. Such payments shall be made, in advance, by the employee in a manner prescribed by the Treasurer's Office. Employees wishing to continue their participation in District group insurance programs shall state such intentions with their request for leave of absence.

Use of a leave of absence for a purpose other than those stated herein shall constitute grounds for termination of the employee's contract.

Time spent on approved leave of absence shall not count toward seniority for any purpose described in this agreement, nor shall it count toward salary increments. An approved leave of absence shall not be considered an interruption of continuous service for the purpose of determining seniority.

Upon the expiration of the leave, the employee shall assume the contract status held at the time the leave was granted.

Section 10.09 - MATERNITY/PATERNITY/CHILD CARE LEAVE

A. Paid Sick Leave for a Parent Who Receives a Child

An employee is eligible to use up to twelve (12) weeks of accumulated, paid sick leave immediately following the birth of child (maternity/paternity leave); or immediately following the placement of a child with the employee for adoption or foster care. The employee shall produce a physician's note to verify the leave is to be taken for the birth of a child, and shall produce documentation from an applicable organization, court or agency to verify the placement of a child with the employee for adoption or foster care. This paid sick leave cannot be taken intermittently or on a reduced leave schedule, and is not available to persons other than the parent(s) or legal guardian(s) of the child. Such leave shall be deducted from the employee's sick leave accumulation. Unless the Superintendent/designee approves otherwise, use of this paid sick leave shall be limited to twelve (12) weeks in any twelve (12) month period.

Where both spouses are employed by Northmont City School District, the aggregate number of paid sick leave days available to the couple shall be limited to twelve (12) weeks.

B. Maternity

Maternity leave without pay shall be granted to any female employee in the absence of sufficient sick leave to cover the period of disability connected with pregnancy. The period of disability shall be defined as the period prior to birth and following birth in which the employee's doctor certifies that the employee is unable to perform her duties.

Application shall be made in writing not later than thirty (30) calendar days prior to the effective date of the leave.

The request for maternity leave without pay shall be accompanied by a note from the attending physician indicating his/her opinion as the expected date of birth and his recommendation as to when the unit member should cease performing duties. In case of a miscarriage, the unit member shall be entitled to reinstatement at the beginning of the next quarter, provided a written request for reinstatement is submitted to the Director of Human Resources at least twenty-five (25) calendar days prior to the beginning of the next quarter.

A unit member who returns to work from use of sick leave as applicable to disability related to pregnancy shall be entitled to return to the position held prior to such absence. A unit member who returns to work from use of maternity leave under the above provisions shall be entitled to return to a position within her valid certification areas.

C. Paternity

Letters requesting leave should be submitted to the Director of Human Resources as soon as possible.

D. Child Care

A unit member who has completed two or more consecutive years of service in Northmont District may, subject to the recommendation of the Superintendent and approval of the Board, be granted leave of absence without pay.

The individual employment contract of any employee on leave of absence shall continue to run during the period of such leave and shall, therefore, be subject to renewal, non-renewal, or suspension or as otherwise provided by law. All requests for leave of absence must be submitted in writing to the Superintendent. The request shall include the purpose and the proposed starting and ending dates of leave. Such leave shall be for the remainder of the current semester, or school year, and may be granted for an additional two consecutive semesters upon application and approval by the Board. All leaves of absence are subject to the recommendation of the Superintendent and approval by the Board of Education. Such leave shall commence immediately following the period of disability as defined in section A of this procedure in the case of female employee giving birth. In the case of adoption, or in the case of a male employee, the leave may commence at the date approved following birth or adoption. In cases involving adoption, the adopting parent/employee shall notify the Director of Human Resources as soon as the date of adoption has been determined and shall also provide a statement from the adoption agency indicating the custody date.

A unit member intending to resume teaching or to request to extend the leave for another year shall, by March 15 of the year in which the leave ends, send notification of said intent to the Director of Human Resources. Failure to provide such notification shall be deemed by the Board to be an indication that the unit member does not wish to return to teaching and has, therefore, resigned. Unit members returning to service following a period of time in which they have applied for, and received approval of, two leaves of absence requests shall not be eligible for further leaves of absence until they have completed an additional two consecutive years of service in Northmont District.

An employee may continue to participate in District group insurance programs providing he/she is willing to assume the full premium cost of such coverage. Such payments shall be made, in

advance, by the employee in a manner prescribed by the Treasurer's Office. Employees wishing to continue their participation in District group insurance programs shall state such intentions with their request for leave of absence.

Use of a leave of absence for a purpose other than those stated herein shall constitute grounds for termination of the employee's contract.

Time spent on approved leave of absence shall not count toward seniority for any purpose described in this agreement, nor shall it count toward salary increments. An approved leave of absence shall not be considered an interruption of continuous service for the purpose of determining seniority.

Upon the expiration of the leave, the employee shall assume the contract status held at the time the leave was granted.

Section 10.10 - EXTENDED ILLNESS LEAVE

Subject to the recommendation of the Superintendent and approval by the Board, a unit member may be granted a leave of absence without pay for up to two (2) consecutive years when a personal illness, illness in the immediate family, or disability is the reason for the request.

Section 10.11 - MILITARY LEAVE

Military leave shall be granted to any unit member who may be drafted or recalled to active duty in the armed forces in accordance with Section 3319.14 of the Revised Code of Ohio. Voluntary re-enlistment immediately terminates military leave granted by the Board.

Section 10.12 - UNAUTHORIZED ABSENCE

Absence for reasons other than those allowed elsewhere in this Agreement is unauthorized. Employees who are absent from their job without authorization shall be given a verbal warning the first time, a written reprimand the second time, and the third unauthorized absence shall cause the employee to be subject to termination or non-renewal. A record of the verbal warning may be kept by the administrator making the warning, separate from employee's official personnel files, until which time it may be followed by the above-cited written reprimand, and then it may be transferred to the Personnel Files. An additional record of such warnings will be kept in a separate file by the Office of Human Resources.

Any record of a verbal reprimand or any written reprimand associated with unauthorized absence that is more than five (5) years old shall be removed from the personnel file and not used for discipline or termination.

SECTION 10.13 ATTENDANCE INCENTIVE

A. The Board will make one-time payment(s) to members as an attendance incentive:

One (1) day or less missed during the first semester - $200
One (1) day or less missed during the second semester - $300

B. For purposes of the attendance incentive, a day missed will include all or any part of a sick leave day, unpaid day, or a personal leave day. Professional leave is not considered a day missed for the purposes of determining eligibility for the attendance incentive. The attendance incentive will be paid no later than the first pay in March for the first semester and no later than the last pay in June for the second semester. To be eligible for the incentive, the unit member must work the entire semester.

C. In order for the unit member to receive the attendance incentive, the unit member shall complete an electronic form prepared by the Treasurer's office and shall return the completed form to the Treasurer's Office on or before the following dates:

    1. First Semester: deadline is January 10th
    2. Second Semester: deadline is May 31st or the last teacher workday if the school year ends later than May 31

Failure to return the completed form by these deadlines shall result in the unit member waiving their right to the requested attendance incentive.

Use the QR code or web address to access the form. Be sure to use the correct code/address for the form that aligns to submission dates.

Certified Perfect Attendance FIRST Semester 2026-2027
https://forms.gle/4QfMD1KGHT7AWEUv8

Certified Perfect Attendance SECOND Semester 2026-2027
https://forms.gle/pfmpU3gmNw6vxYis9

Certified Perfect Attendance FIRST Semester 2027-2028

https://forms.gle/upEPPP5dMj9N2wDj8

Certified Perfect Attendance SECOND Semester 2027-2028
https://forms.gle/Gj6c1ZYGbuMSGLLU6

ARTICLE 11 - COMPENSATION AND BENEFITS

Section 11.01 - SEVERANCE PAY (RETIREMENT)

Any unit member who is employed by the Board at the time of filing for retirement from the State Teachers' Retirement is eligible to apply to the Treasurer within thirty (30) days following said retirement for severance pay. Said payment shall be an amount determined by multiplying the daily rate of the unit member's base pay, exclusive of supplemental pay, by twenty-five percent (25%) of the number of days unused accumulated sick leave, provided that in no event shall the number of days severance pay exceed sixty-two (62) days.

The unit member shall inform the Treasurer that payment is to be made in a lump sum within sixty (60) days of the receipt of application. Payment shall eliminate all accumulated sick leave.

For purpose of this Section, a unit member who has not retired, but is eligible for retirement under the State Teachers' Retirement System, and who dies, shall be treated as having retired on the date of his/her death, and severance pay shall be paid to his/her estate.

In addition to the above, each unit member who begins the school year with the maximum portion of sick leave in reserve under Article 10, Section 10.01 (A) and who thereafter does not use any sick leave for that school year, shall be awarded one (1) day of severance pay which shall be permanent regardless of the use of sick leave after that school year. The amount to be paid and the determination as to when it shall be paid shall follow the procedure for severance pay.

Severance Rollover to 403B Account

The Severance Pay of any unit member age 55 years or older who is retiring after January 1, 2017 will roll-over into a designated 403(b) accumulated leave plan. This agreement is entered into under current IRS regulations. Any change in the regulations, or legal interpretation of the

regulations contrary to this agreement will make this provision null and void. In the event that this provision becomes null and void the parties shall meet to negotiate appropriate changes.

Section 11.02 - MILEAGE

Unit members who, as a part of their teaching assignment, are required to travel by their personal car between buildings during school hours shall be compensated for the mileage they travel at the current IRS rate. Said unit members shall keep accurate logs of all said mileage accumulation using the set of standard distances between buildings already established for administrators.

Mileage reports shall be turned in monthly on the approved forms to the unit member's home base administrator. Monies owed to individuals for in-district mileage shall be paid during the month following the filing of said reports.

Section 11.03 - NDEA EMPLOYEE HARDSHIP FUND

Once every year, the Board shall match the total contributions by unit members up to an amount not to exceed $2500.00. Such amount shall be paid over to the NDEA for an Employee Hardship Fund. The fund shall be administered by the NDEA and monies therein shall be used to subsidize unit members who have exhausted sick leave. The manner of subsidization may be by gift or loan as may be authorized by the NDEA. Although the fund shall be administered by the NDEA, the NDEA shall, upon request, account to the Board on such matters as the size of the fund and the names of the unit members who benefited from the fund including the amounts. The Board shall also be provided a current copy of the rules and regulations pertaining to the fund as may be developed from time to time by the NDEA.

Section 11.04 - TUITION-FREE ATTENDANCE OF UNIT MEMBERS' CHILDREN

Non-resident bargaining unit members who qualify may enroll their natural, adopted, and custodial children in the District's K-12 schools tuition free. Actual placement will be on a first come, first served, space available basis except that once enrolled, the given children will have first priority for re-enrolling the following year. The Superintendent or his/her designee will respond in writing to the requests by July 1 of the given year.

Should a child's condition require excessive expenditures on the part of the District, the unit member will reimburse the District the difference in cost as compared to the District's statutory tuition rate. Should any court or agency with appropriate jurisdiction rule that the preceding sentence, for whatever reason is unenforceable, then this Section will cease to exist for the next following school year.

Any student receiving free tuition, as a condition of the continued receipt of free tuition, shall maintain a C average. No student shall be enrolled under this Section if that student has been expelled from another Ohio Public School and the period of expulsion has not expired.

Section 11.05 – LATCHKEY

The intent of latchkey services available to unit members is to allow for school-related activities outside of the contract day. Other reasons and uses are permitted - please speak to the building administrator if you have questions.

Latchkey services will be available to all bargaining unit members. Only programs run through Northmont City Schools are eligible for students in grades kindergarten through six. All latchkey rules and expectations apply for students. Late fees will apply if students are picked up after operating hours. Employees must designate one building and register at that building for the school year. The effectiveness and impact of this benefit will be gathered during the duration of the contract period and reevaluated at the termination of this contract. Each employee family may have no more than two (2) children enrolled in the benefit-related latchkey program. Additional children may be enrolled at the regular latchkey rate for multiple children.

Section 11.06 - HOSPITAL/SURGICAL/MAJOR MEDICAL INSURANCE

The Board shall purchase what is referred to in the health insurance industry or business as "point-of-service" medical insurance. This insurance purchased by the Board shall be insurance which meets or exceeds the specifications below.

All unit members of the bargaining unit shall be entitled to participate in the plan as set forth below either on a single, employee plus kids, or family plan as is appropriate under the circumstances and requirements of the insurer.

Premium Charge

Premiums will be deducted from two (2) pays each month. Employer-employee percentage contribution for medical health insurance premiums will be:

Employer pays 85%
Employee pays 15%

Specifications of Select Medical Plan

United Health Care has designed this health care benefit program, which permits you to choose benefit options to best meet your individual needs each time you need medical coverage.

When you use a United Health Care participating provider, you receive "In-Network" coverage. When you receive care from a provider out of the United Health Care network, you will receive "Out-of-Network" coverage.

Health Savings Account

The Board shall offer eligible unit members with a High Deductible Health Plan (“HDHP”) with a Health Savings Account (“HSA”) that is recommended by the joint insurance committee and approved by the Board. The Board shall contribute eighty-five percent (85%) of the premiums, with the employee paying the remaining fifteen percent (15%) via payroll deduction.

The Board shall contribute fifty percent (50%) of the HDHP deductible as follows:

A. Single Plan – Board contributes $1,000 towards the annual deductible

B. Employee + Children – Board contributes $2,000 towards the annual deductible

C. Family – Board contributes $2,000 towards the annual deductible

Employer contributions to the HSA shall be spread equally across quarterly payments. New employees will have the Board contribution prorated starting with the effective date of hire.

The Board's Contributions towards the annual deductible shall be spread equally across quarterly payments starting with the first pay in January. New employees will have the Board contribution prorated starting with the effective date of hire.

Advancement of Board Contribution

The Board will provide the remaining portion of the Board's Contribution towards the annual deductible to a unit member who is actively contributing towards the HSA and who provides evidence of their financial inability to pay a qualifying medical expenditure.

Should a unit member be placed on unpaid leave, pass away, resign or otherwise separate employment with the Board prior to December 31st of the year in which the advancement was made, then the Board shall deduct all advanced but unrecovered payments into unit member's HSA from unit member's then-remaining accrued but unpaid compensation. To this end, unit member's repayment obligation shall be reduced by each quarterly payment period (as stated in
Article 11.06 of the Negotiated Agreement) in which unit member remains working or on "paid" status with the Board.

No Fee Emergency Fund

The Board may provide a "no fee emergency fund" to unit members who are actively contributing towards the HSA, and who provide evidence of their financial inability to pay a qualifying medical expenditure. The minimum amount of "no fee emergency fund" loaned to the unit member shall be the applicable, annual Board contribution to the single, EE + Children or family plan, as set forth above. Such funds must be repaid to the Board within a two (2) year period or when an employee separates employment with District for any reason, whichever comes first. The unit member will not be eligible for another "no fee emergency fund" until any prior "no fee emergency fund" payment has been repaid to the Board in full.

HSA Quality of Service

1. The board shall choose a company to manage the HSA accounts that will provide one-on-one meetings with members to set up their HSA account and will continue these meeting each year to help the members manage their account.

2. The board shall choose a company to manage the HSA accounts that will only discuss account set up during the first meeting.

3. The board shall choose a company to manage the HSA accounts that will provide consistent and timely online assistance and a hotline number to call if a member has questions.

4. The board shall choose a company to manage the HSA accounts that will allow the member to contribute money to the HSA account at any time during the year.

UnitedHealthcare

Benefit Summary
ASO Choice Plus
Effective: January 1, 2026 Northmont City Schools HDHP Medical Plan **7AT**

United HealthCare Services, Inc. and EPC Schools want to help you take control and make the most of your health care benefits. That's why we provide convenient services to get your health care questions answered quickly and accurately:

- **myuhc.com®** - Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and more.
- **Customer Care telephone support** – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

The Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Summary Plan Description (SPD), the SPD shall prevail. It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

PLAN HIGHLIGHTS

Types of Coverage	Network Benefits	Non-Network Benefits
Annual Deductible Combined Medical and Pharmacy		
Single Coverage Deductible Family Coverage Deductible	$2000 per year $4000 per year	$4000 per year $8000 per year
• No one in the family is eligible for benefits until the family coverage deductible is met.		
Out of Pocket Maximum Combined Medical and Pharmacy		
Single Coverage Out-of-Pocket Maximum Family Coverage Out-of-Pocket Maximum	$2000 per year $4000 per year	$5000 per year $10000 per year
• The Out-of-Pocket Maximum includes the Annual Deductible. • If more than one person in a family is covered under the Policy, the single coverage Out-of-Pocket Maximum stated above does not apply.		
Benefit Plan Coinsurance The Amount the Plan Pays		
	100% after Deductible has been met	80% after Deductible has been met
Lifetime Maximum Benefit		
There is no dollar limit to the amount the Plan will pay for essential Benefits during the entire period you are enrolled in this Plan.	No Lifetime Maximum Benefit	No Lifetime Maximum Benefit
Prescription Drug Benefits		
• Prescription drug benefits are shown under separate cover. Benefits are not payable for Prescriptions until the Deductible above has been met.		
Information of Pre service Notification		
**Prior Authorization is required for certain services.* ***Prior Authorization is required for Equipment in excess of $1,000.*		
Information on Benefit Limits		
• The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis. • All Benefits are reimbursed based on Eligible Expenses. For a definition of Eligible Expenses, please refer to your Summary Plan Description. • When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category.		

BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
Ambulance Services Emergency and Non Emergency		
	* 100% after Deductible has been met	* 100% after Network Deductible has been met
Dental Services Accident Only		
	* 100% after Deductible has been met	* 100% after Network Deductible has been met
Durable Medical Equipment (DME) [1]		
Benefits are limited as follows: Limited to a single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years.. Hearing Aid Benefits limited to $2500 every 3 years. Limited to a single purchase (including repair/replacement) per hearing impaired ear every three years. Hearing Testing is unlimited.	100% after Deductible has been met	** 80% after Deductible has been met
Emergency Health Services Outpatient		
	100% after Deductible has been met	* 100% after Network Deductible has been met
Home Health Care		
Benefits are limited as follows: 60 visits per year	100% after Deductible has been met	* 80% after Deductible has been met

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THIS MATERIAL IS PROVIDED ON THE RECIPIENT'S AGREEMENT THAT IT WILL ONLY BE USED FOR THE PURPOSE OF DESCRIBING UNITED HEALTHCARE SERVICES, INC.'S PRODUCTS AND SERVICES TO THE RECIPIENT. ANY OTHER USE, COPYING OR DISTRIBUTION WITHOUT THE EXPRESS WRITTEN PERMISSION OF UNITED HEALTHCARE SERVICES, INC. IS PROHIBITED.

BENEFITS		
Types of Coverage	Network Benefits	Non-Network Benefits
Hospice Care		
	100% after Deductible has been met	* 80% after Deductible has been met
Hospital Inpatient Stay		
	100% after Deductible has been met	* 80% after Deductible has been met
Lab, X Ray and Diagnostics Outpatient		
For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.	100% after Deductible has been met	80% after Deductible has been met
Lab, X Ray and Major Diagnostics CT, PET, MRI, MRA and Nuclear Medicine Outpatient		
	100% after Deductible has been met	80% after Deductible has been met
Mental Health Services		
	Inpatient: 100% after Deductible has been met Outpatient: 100% after Deductible has been met	* 80% after Deductible has been met
Neurobiological Disorders Mental Health Services for Autism Spectrum Disorders		
	Inpatient: 100% after Deductible has been met Outpatient: 100% after Deductible has been met	* 80% after Deductible has been met
Pharmaceutical Products Outpatient		
This includes medications administered in an outpatient setting, in the Physician's Office or in a Covered Person's home.	100% after Deductible has been met	80% after Deductible has been met
Physician Fees for Surgical and Medical Services		
	100% after Deductible has been met	80% after Deductible has been met
Physician s Office Services Sickness and Injury		
Primary Physician Office Visit	100% after Deductible has been met	80% after Deductible has been met
Specialist Physician Office Visit	100% after Deductible has been met	80% after Deductible has been met
Pregnancy Maternity Services		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each covered Health Service category in this Benefit Summary.	
		Prior Authorization *is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.*
Preventive Care Services		
Covered Health Services include but are not limited to:		
Primary Physician Office Visit	100% Deductible does not apply.	80% after Deductible has been met
Specialist Physician Office Visit	100% Deductible does not apply.	80% after Deductible has been met
Lab, X-Ray or other preventive tests	100% Deductible does not apply.	80% after Deductible has been met
Prosthetic Devices[1]		
	100% after Deductible has been met	80% after Deductible has been met
Reconstructive Procedures		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
		Prior Authorization is required.
Rehabilitation Services Outpatient Therapy and Manipulative Treatment		
Benefits are limited as follows: Network and Non-Network benefits are limited to a combined total of 50 visits per calendar year for any combination of the following: Chiropractic treatment Physical therapy Occupational therapy Speech therapy Post-Cochlear implant aural therapy Vision therapy Pulmonary rehabilitation- Unlimited visits Cardiac rehabilitation- Unlimited visits	100% after Deductible has been met	* 80% after Deductible has been met
Scopic Procedures Outpatient Diagnostic and Therapeutic		

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BENEFITS		
Types of Coverage	Network Benefits	Non-Network Benefits
Diagnostic scopic procedures include, but are not limited to: Colonoscopy; Sigmoidoscopy; Endoscopy For Preventive Scopic Procedures, refer to the Preventive Care Services category.	100% after Deductible has been met	80% after Deductible has been met
Skilled Nursing Facility / Inpatient Rehabilitation Facility Services		
Benefits are limited as follows: 300 days per year. Facility Services are limited to 120 days per incident.	100% after Deductible has been met	* 80% after Deductible has been met
Substance Use Disorder Services		
	Inpatient: 100% after Deductible has been met Outpatient: 100% after Deductible has been met	* 80% after Deductible has been met

BENEFITS		
Types of Coverage	Network Benefits	Non-Network Benefits
Surgery – Outpatient		
	100% after Deductible has been met	80% after Deductible has been met
Transplantation Services		
	* 100% after Deductible has been met *For Network Benefits, services must be received at a Designated Facility.*	Not Covered
Urgent Care Center Services		
	100% after Deductible has been met	80% after Deductible has been met
Vision Examinations		
Benefits are limited as follows: 1 exam every year	100% after Deductible has been met	Non-Network Benefits are not available

*This benefit category contains services/devices that may be Essential or non-Essential Health Benefits as defined by the Patient Protection and Affordable Care Act depending upon the service or device delivered. A benefit review will take place once the dollar limit is exceeded. If the service/device is determined to be rehabilitative or habilitative in nature, it is an Essential Health Benefit and will be paid. If the benefit/device is determined to be non-essential, the maximum will have been met and the claim will not be paid.

MEDICAL EXCLUSIONS

It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

Alternative Treatments

Acupressure; aromatherapy; hypnotism; massage therapy; rolfing (holistic tissue massage); art, music, dance, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in the SPD.

Dental

Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Plan as described in the SPD. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Diagnosis or treatment of or related to the teeth, jawbones or gums. Examples include: extraction (including wisdom teeth), restoration, and replacement of teeth; medical or surgical treatment of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in the SPD. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in the SPD. Dental braces (orthodontics). Congenital Anomaly such as cleft lip or cleft palate.

Devices, Appliances and Prosthetics

Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part as described under Durable Medical Equipment (DME) in the SPD. Examples include foot orthotics, cranial banding, or any orthotic braces available over-the-counter. The following items are excluded,: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses; and ultrasonic nebulizers. Devices and computers to assist in communication and speech except for speech generating devices and trachso-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment. Oral appliances for snoring. Repair and replacement prosthetic devices when damaged due to misuse, malicious damage or gross neglect. Prosthetic devices. This exclusion does not apply to breast prosthesis, mastectomy bras and lymphedema stockings for which Benefits are provided as described under Reconstructive Procedures in the SPD.

Drugs

The exclusions listed below apply to the medical portion of the Plan only. Prescription Drug coverage is excluded under the medical plan because it is a separate benefit. Coverage may be available under the Prescription Drug portion of the Plan. See the SPD for coverage details and exclusions. Prescription drugs for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by United HealthCare Services, Inc.), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.

Experimental or Investigational or Unproven Services

Experimental or Investigational or Unproven Services, unless the Plan has agreed to cover them as defined in the SPD. This exclusion applies even if Experimental or Investigational Services or Unproven Services, treatments, devices or pharmacological regimens are the only available treatment options for your condition. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in the SPD.

Foot Care

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in the SPD or when needed for severe systemic disease. Cutting or removal of corns and calluses. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care; and other services that are performed when there is not a localized Sickness, Injury or symptom involving the foot. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Shoes (standard or custom), lifts and wedges; shoe orthotics; shoe inserts and arch supports.

Medical Supplies and Equipment

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, diabetic strips, and syringes; urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in the SPD.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in the SPD.
- Ostomy bags and related supplies for which Benefits are provided as described under Ostomy Supplies in the SPD.

Tubings, nasal cannulas, connectors and masks, except when used with Durable Medical Equipment as described under Durable Medical Equipment as described in the SPD. The repair and replacement of Durable Medical Equipment when damaged due to misuse, malicious breakage or gross neglect and deodorants, filters, lubricants, tape, appliance cleans, adhesive, adhesive remover or other items that are not specifically identified in the SPD.

Mental Health / Substance Use Disorder

Services performed in connection with conditions not classified in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Services or supplies for the diagnosis or treatment of Mental Illness, alcoholism or substance use disorders that, in the reasonable judgment of the Mental Health/Substance Use Disorder Administrator, are any of the following: not consistent with generally accepted standards of medical practice for the treatment of such conditions; not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental; not consistent with the Mental Health/Substance Use Disorder Administrator's level of care guidelines or best practices as modified from time to time; or not clinically appropriate, and considered ineffective for the patient's Mental Illness, substance use disorder or condition based on generally accepted standards of medical practice and benchmarks. Mental Health Services as treatments for V-code conditions as listed within the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep disorders, sexual dysfunction disorders, feeding disorders, neurological disorders and other disorders with a known physical basis. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders, paraphilias (sexual behavior that is considered deviant or abnormal) Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning; tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills and primary communication disorders as defined in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Mental retardation as a primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Methadone treatment as maintenance, L-A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents for drug addiction. Intensive behavioral therapies such as applied behavioral analysis for Autism Spectrum Disorders. Any treatments or other specialized services designed for Autism Spectrum Disorder that are not backed by credible research demonstrating that the services or supplies have a measurable and beneficial health outcome and therefore considered Experimental or Investigational or Unproven Services.

Nutrition

Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements, and other nutrition based therapy. Nutritional counseling for either individuals or groups except as defined under Diabetes Services in the SPD. Food of any kind. Foods that are not covered include: enteral feedings and other nutritional and electrolyte formulas, including infant formula and donor breast milk unless they are the only source of nutrition or unless they are specifically created to treat inborn errors of metabolism such as phenylketonuria (PKU) – infant formula available over the counter is always excluded; foods to control weight; treat obesity (including liquid diets), lower cholesterol or control diabetes; oral vitamins and minerals; meals you can

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order from a menu, for an additional charge, during an Inpatient Stay, and other dietary and electrolyte supplements; and health education classes unless offered by United HealthCare Services, Inc. or its affiliates, including but not limited to asthma, smoking cessation, and weight control classes.

Persona Care Comfor or Conven ence

Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers and humidifiers; batteries and battery chargers; breast pumps; car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; electric scooters; exercise equipment and treadmills; home modifications to accommodate a health need such as ramps, swimming pools, elevators, handrails and stair glides; hot tubs; Jacuzzis, saunas and whirlpools; ergonomically correct chairs, non-Hospital beds, comfort beds, mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; strollers; safety equipment; vehicle modifications such as van lifts; and video players.

Phys ca Appearance

Cosmetic Procedures. See the definition in the SPD. Examples include: pharmacological regimens, nutritional procedures or treatments; Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures); Skin abrasion procedures performed as a treatment for acne; treatment of hair loss; varicose vein treatment of the lower extremities, when it is considered cosmetic; Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple; Treatment for skin wrinkles or any treatment to improve the appearance of the skin; Treatment for spider veins; Hair removal or replacement by any means. Replacement of an existing intact breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, health club memberships and programs, spa treatments and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded, even if for morbid obesity. Wigs regardless of the reason for the hair loss, except for temporary loss of hair resulting from treatment of a malignancy.

MEDICAL EXCLUSIONS

Procedures and Trea ments

Procedure or surgery to remove fatty tissue such as panniculectomy, abdominoplasty, thighplasty, brachioplasty, or mastopexy. Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including routine, long-term or maintenance/preventive treatment. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly, or autism spectrum disorders. Speech therapy to treat stuttering, stammering or other articulation disorders. Psychosurgery. Sex transformation operations and related services. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Manipulative treatment to treat a condition unrelated to spinal manipulation and ancillary physiologic treatment rendered to restore/improve motion, reduce pain and improve function, such as asthma or allergies. Manipulative treatment (the therapeutic application of chiropractic and osteopathic manipulative treatment with or without ancillary physiologic treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve function). Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be dental in nature, the following services for the diagnosis and treatment of TMJ: surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniosacral therapy; orthodontics; occlusal adjustment; dental restorations. Upper and lower jawbone surgery, orthognathic surgery and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for Covered Persons because of a Congenital Anomaly, acute traumatic Injury, dislocation, tumors, cancer or obstructive sleep apnea. Orthognathic surgery (procedure to correct underbite or overbite) and jaw alignment. Breast reduction except surgery as coverage is required by the Women's Health and Cancer Right's Act of 1998 for which Benefits are described under Reconstructive Procedures in the SPD. Non-surgical treatment of obesity even if for morbid obesity. Surgical treatment of obesity unless there is a diagnosis of morbid obesity as described under Obesity Surgery in the SPD. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Chelation therapy, except to treat heavy metal poisoning.

Prov ders

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services ordered or delivered by a Christian Science practitioner. Services performed by an unlicensed provider or a provider who is operating outside of the scope of his/her license. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography.

Reproduct on

Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. The following infertility treatment-related services: cryo-preservation and other forms of preservation of reproductive materials, long-term storage of reproductive materials such as sperm, eggs, embryos, ovarian tissue, and testicular tissue, donor services. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. Health services and associated expenses for elective surgical, non-surgical, or drug-induced Pregnancy termination. This exclusion does not apply to treatment of a molar Pregnancy, ectopic Pregnancy, or missed abortion (commonly known as a miscarriage). Services provided by a doula (labor aide); and parenting, prenatal or birthing classes. Artificial reproduction treatments done for genetic or eugenic.

Serv ces Prov ded under Ano her Plan

Health services for which other coverage is available under another plan, except for Eligible Expenses payable as described in the SPD. Examples include coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation, no-fault automobile coverage or similar legislation is optional for you because you could elect it, or could have it elected for you. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

Transp an s

Health services for organ and tissue transplants, except as identified under Transplantation Services in the SPD unless United HealthCare Services, Inc. determines the transplant to be appropriate according to United HealthCare Services, Inc.'s transplant guidelines. Mechanical or animal organ transplants, except services related to the implant or removal of a circulatory assist device (a device that supports the heart while the patient waits for a suitable donor heart to become available); and donor costs for organ or tissue transplantation to another person (these contest may be payable through the recipient's benefit plan).

Trave

Health services provided in a foreign country, unless required as Emergency Health Services. Travel or transportation expenses, even if ordered by a Physician, except as identified under Travel and Lodging in the SPD. Additional travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at the Plan's discretion. This exclusion does not apply to ambulance transportation for which Benefits are provided as described in the SPD.

Types of Care

Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain. Custodial care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are described under Hospice Care in the SPD. Rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

Vis on and Hear ng

Purchase cost and associated fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as Intacs corneal implants). Eye exercise or . Surgery and other related treatment that is intended to correct nearsightedness, farsightedness, presbyopia and astigmatism including, but not limited to, procedures such as laser and other refractive eye surgery and radial keratotomy.

Al O her Exc us ons

Health services and supplies that do not meet the definition of a Covered Health Service – see the definition of Covered Health Services in the Glossary in the SPD. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments when: required solely for purposes of education, school, sports or camp, travel, career or employment, insurance, marriage or adoption; or as a result of incarceration; related to judicial or administrative proceedings or orders; conducted for purposes of medical research; required to obtain or maintain a license of any type. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described in the SPD. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply to Covered Persons who are civilians injured or otherwise affected by war, any act of war or terrorism in a non-war zone. Health services received after the date your coverage under the Plan ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Plan ended. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan. Charges that exceed Eligible Expenses or any specified limitation in the SPD. Foreign language and sign language services. Health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services the Plan would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization. Health services when a provider waives the Copay, Annual Deductible or Coinsurance amounts. Autopsies and other coroner services and transportation services for a corpse. Charges for: missed appointments; room or facility reservations; completion of claim forms; or record processing. Charges prohibited by federal anti-kickback or self-referral status. Diagnostic tests that are: delivered in other than a Physician's office or health care facility; and self-administered home diagnostic tests, including but not limited to HIV and pregnancy tests. when rendered in connection with behavioral health disorders, including but not limited to: learning and reading disabilities; attention deficit/hyperactively disorder; TBI; or dyslexia.

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In-Network:

United Health Care participating providers accept fees as payment in full and agree not to bill unit members for any remaining balances. Unit members are responsible only for stated co-payments. No claim forms are required to be completed by plan unit members.

Out of Network:

Benefits are paid using Reasonable and Customary (R&C) guidelines. R&C refers to charges or fees of a physician which are frequently determined by set services offered over a period of time within a specific geographic area. Fees charged by non-participating providers in excess of R&C limits will be the employee's responsibility and do not help satisfy out-of-pocket limits or deductibles. Any claim form required to be filed will be the plan participant's responsibility.

This Benefit Summary is intended to be a brief description of health care benefits available for employees and eligible dependents. More detail is provided in your plan booklet.

Section 11.07 - DENTAL INSURANCE

The Board will purchase basic comprehensive dental insurance according to the specifications listed herein for each full-time unit member who requests such coverage and his/her eligible dependents. Eighty-five percent (85%) of the monthly premium cost shall be paid by the Board and fifteen percent (15%) of the monthly premium cost shall be paid by the unit member. The monthly premium cost for part-time unit members will be pro-rated based upon the percentage of the full-time contract they hold.

This dental insurance program shall remain in effect only if the minimum number of enrollees established by the insurer is maintained.

The following general specifications are to be used as guidelines only:

Benefit Year - January 1 through December 31	**PPO Dentist or Premier**		**Nonparticipating Dentist**	
Covered Services -	Plan Pays	You Pay	Plan Pays	You Pay
Class I Benefits				
Diagnostic and Preventive Services - Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments)	100%	0%	100%	0%
Emergency Palliative Treatment - Used to temporarily relieve pain	100%	0%	100%	0%
Radiographs - X-rays	100%	0%	100%	0%
Sealants – Used to prevent decay of pits and fissures of permanent back teeth.	100%	0%	100%	0%
Class II Benefits				
Oral Surgery Services - Extractions and dental surgery, including preoperative and postoperative care	80%	20%	80%	20%
Endodontic Services - Used to treat teeth with diseased or damaged nerves (for example, root canals)	80%	20%	80%	20%
Periodontic Services - Used to treat diseases of the gums and supporting structures of the teeth	80%	20%	80%	20%
Relines and Repairs - Relines and repairs to bridges and dentures	80%	20%	80%	20%
Minor Restorative Services - Used to repair teeth damaged by disease or injury (for example, fillings)	80%	20%	80%	20%
Periodontal Prophylaxes – Teeth Cleaning by a specialist	100%	0%	100%	0%
Class III Benefits				
Prosthodontic Services - Used to replace missing natural teeth (for example, bridges and dentures)	60%	40%	60%	40%
Major Restorative Services - Used when teeth can`t be restored with another filling material (for example, crowns)	60%	40%	60%	40%
Class IV Benefits				
Orthodontic Services (no age limit) - Used to correct malposed teeth (for example, braces)	60%	40%	60%	40%

Section 11.08 VISION INSURANCE

The Board will purchase basic comprehensive vision insurance according to the specifications listed herein for each full-time unit member who requests such coverage and his/her eligible dependents. Eighty-five percent (85%) of the monthly premium cost shall be paid by the Board and fifteen percent (15%) of the monthly premium cost shall be paid by the unit member. The monthly premium cost for part-time unit members will be pro-rated based upon the percentage of the full-time contract they hold.

This vision insurance program shall remain in effect only if the minimum number of enrollees established by the insurer is maintained.

Section 11.09 - HEALTH INSURANCE BENEFITS FOR UNIT MEMBERS WHO DO NOT WORK A 38-3/4 HOUR WEEK

A unit member who is regularly employed for less than a 38-3/4 hour week, inclusive of a daily 30-minute lunch period, shall be treated as a full-time unit member for purposes of health insurance benefits if:

A. Such unit member is regularly employed for at least 18-1/3 hours a week exclusive of a daily lunch period and exclusive of any planning periods, or is regularly employed through a fifty percent (50%) or greater teacher contract.

B. Such unit member does not hold a less than 38-3/4 hours per week position voluntarily or by choice.

If a unit member does not qualify to be treated as a full-time unit member for purposes of health insurance benefits, the unit member may nevertheless receive such benefits on a prorated basis with the benefits received being a fraction of the benefits received by a full-time unit member. The hours regularly worked per week, exclusive of a daily lunch period and exclusive of any planning time, will be the numerator and 38-3/4 will be the denominator.

If a unit member who receives full-time benefits, but who is regularly employed for less than 38-3/4 hour week is offered, but refuses a full-time position, the benefits thereafter will be prorated in the manner described in the previous paragraph.

No unit member employed as of July 1, 1997, shall receive less than sixty percent (60%) of the current health insurance benefit unless the previous paragraph becomes applicable or there is a break in employment.

Section 11.10 - GROUP LIFE INSURANCE

The Board shall purchase group term life insurance in the amount of $50,000 for each unit member, plus an equal amount of accidental death and dismemberment coverage. The cost of this program shall be paid by the Board.

Section 11.11 - INSURANCE CARRIERS AND INFORMATION

The Board has the absolute right to change the carrier for any of the insurance programs contained herein, provided that such coverage and service shall be equal to that as specified in

the insurance policies herein. If the Board is considering changing carriers, the Association President shall be notified fifteen (15) days in advance of Board action. Notice shall include a copy of the current contract as well as any proposed contracts. The Association will, upon request, have its designated representatives meet within ten (10) days of receipt of the contracts cited above to discuss the contract changes.

Every effort will be made to have a copy of any contract changes given to each unit member within sixty (60) days of the effective date of the new contract.

Section 11.12 - FAMILY MEDICAL ACT

In complying with the Family Medical Leave Act, the District will adhere to the requirements of applicable Federal and State laws.

Section 11.13 - BONUS IN LIEU OF INSURANCE (Opt-Out Incentive)

A. The Board will pay an annual Opt-Out Incentive to the following:

1. Newly hired unit members who are employed by the Board on or after the effective date of this Negotiated Agreement who are eligible to take health insurance through the Board, but who decline all available coverage;
2. Unit members who, as of the effective date of this Negotiated Agreement, do not take health insurance through the Board because the unit member applied for and received the bonus in lieu of insurance offered through Section 11.12 of the Negotiated Agreement that was effective August 1, 2016 through July 31, 2018;
3. Unit members who take health insurance through the Board as of the effective date of this Agreement, but who notify the Treasurer on or before December 1st of a plan year of their intent to not take the Board's health insurance plan beginning with the start of the ensuing plan year.

B. To be eligible for the Opt-Out-Incentive, the unit member must remain off the Board's health plan for the duration of the Negotiated Agreement, or in the event a unit member who opts-out of the Board's health plan as set forth in A.3., above, the unit member must remain off the Board's health plan for the remaining term of the Negotiated Agreement. Also, the unit member must present proof of attaining health insurance coverage through a means other than the Affordable Care Act's Marketplace/Exchange in order to be eligible to receive the Opt-out Incentive.

C. If the unit member experiences a qualifying event that results in coverage no longer being available elsewhere (including, but not limited to the unit member's spouse losing his/her job) then, in such event, the unit member will be eligible to immediately resume his/her health insurance coverage through the Board. Upon enrollment, the unit member's Opt-Out Incentive will be reimbursed prorated to the district.

D. The annual Opt-Out Incentive shall be paid on or about January 31st of each contract year as follows:

1. Family Plan: $2,250;
2. Employee + Children Plan: $1,500;
3. Single Plan: $1,000.

E. If the employee drops coverage during the plan year, then the Opt-Out Incentive payment will be based on the number of whole months during the plan year for which insurance is not taken.

F. For part-time unit members, the Opt-Out Incentive will be prorated to reflect the proportion of a full-time equivalent (FTE) position held by the unit member.

Use the QR code or web address to access the form. Be sure to use the correct code/address for the form that aligns to submission dates.

Bonus in Lieu of Insurance (Opt-Out Incentive)- DUE December 1st, 2026
https://forms.gle/2uxkNe5Rct9C3eCU6

Bonus in Lieu of Insurance (Opt-Out Incentive)- DUE December 1st, 2027
https://forms.gle/3SsXzWrS1vix5ybq7

Section 11.14 – SECTION 125 PLAN

The Board will take such action as is necessary to implement a plan consistent with Section 125 of the Internal Revenue Code in order that employees may participate in pre-tax advantages relative to their portion of health insurance premiums.

Section 11.15 – HEALTH INSURANCE COMMITTEE

There shall be established at Northmont City School District a committee whose purpose will be to investigate health insurance. The committee will study not only the available health insurance policies and health maintenance organizations but also familiarize itself with a working knowledge of self-insurance plans.

The committee shall be a resource for the NDEA, and the Administration for purposes of negotiating this difficult and costly subject.

The committee shall be made of twelve (12) persons, six (6) of whom shall be employees appointed by the NDEA, and three (3) of whom shall be employees who are not eligible for union representation under Ohio law and will be appointed by the Superintendent.

The committee shall meet from time to time as it deems feasible.

The committee shall have no authority to issue any reports to anyone other than to such persons as the Superintendent or the President of the NDEA may direct.

Section 11.16 – DEPENDENT ELIGIBILITY AUDITS

Documentation required of employees to implement dependent eligibility audits pursuant to the 'Best Practices' of the School Employees Health Care Board (SEHCB) as identified in the law at O.A.C. § 3306-2-03, as follows:

Annually, the District shall provide written notice to the President of the NDEA, which shall identify the party charged with the responsibility of collecting the documentation required by the audit. It is understood that the District may choose to partner with an outside vendor to implement the audit, or they may choose to do it on their own.

At the conclusion of the enrollment period, a written request for documents to complete the eligibility verification process shall be sent to all employees who have enrolled dependents in the District's Health Insurance program and shall include the following criteria:

For spouses, one document shall be required from the following list;

A photocopy of the marriage certificate, OR

1. A copy of the top-half of the front page of the employee's most recently filed federal tax return that includes the spouse, OR

2. A copy of the top-half of the tax return if the employee's status is 'married, filing separately', OR

3. A copy of a recent bank statement or bill that includes the employee's and spouse's names at a common address.

In the case of (1), (2) and (3), the written request for documents shall include instructions to the employee to mark out all financial information prior to submitting the document.

For children, an employee shall be required to provide different forms depending on the child's status (e.g., natural child, stepchild, adopted or foster child) and situation (attending post-secondary institution, living on their own but still supported by their parents, disabled, and various legal situations).

Depending on the child's status, documents shall be required from the following list:

(1) Natural child: Photocopy of the birth certificate showing the employee's name as parent.

(2) Stepchild: Photocopy of the child's birth certificate and one (1) of the following documents:

a) a copy of the marriage certificate, showing the employee and employee's spouse's name, OR
b) a copy of the top-half of the front page of the employee's most recently filed federal tax return, that identifies the stepchild as a dependent.

In the case of section 2b, the written request for documents shall include instructions to the employee to mark out all financial information prior to submitting the document.

(3) Legal guardian, adopted child, grandchild, or foster child: Photocopy of affidavits of dependency, final court order, or adoption final decree.

(4) Older children attending college: (1), (2) or (3), plus a copy of the top-half of the front page of the employee's most recently filed federal tax return, that includes the child and a copy of the dependent's paid tuition receipt, or any other documentation that substantiates full-time or part-time student status.

(5) Children of divorced or separated parents who are not living with the employee, but the employee is still required to support by law: (1), (2) or (3), plus a copy of the top-half of the front page of the employee's most recently filed federal tax return, that identifies the child as a dependent plus a copy of the divorce decree or legal separation granting full or joint custody plus a copy of a court-issued Qualified Medical Child Support Order showing that the employee (or employee's spouse, if legally separated) must provide health care coverage (if applicable).

(6) Disabled children: (1), (2) or (3), plus a copy of the top-half of the front page of the employee's most recently filed federal tax return, that identifies the child as a dependent plus documentation from the Social Security Administration demonstrating that a Social Security disability benefit has been awarded.

(7) Stepchildren living with the employee greater than 50 percent of the time: (2) and a copy of the top-half of the front page of the employee's most recently filed federal tax return, that identifies the child as a dependent.

(8) Children of divorced employees where the dependent is on the insurance plan because of a court order or joint custody agreement: (1), (2) or (3), plus a copy of the divorce decree showing court-ordered custody requirements pursuant to requirement for health care provision.

The terms and provisions of this memorandum shall expire and cease to exist if/when the documentation required of employees to implement **dependent eligibility audits** pursuant to the 'Best Practices' of the School Employees Health Care Board (SEHCB) as identified in the law at O.A.C. § 3306-2-03 are eliminated, modified or amended.

Section 11.17 - STATE TEACHERS RETIREMENT SYSTEM (STRS)

A. PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked-up" by the Board. This action will be as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although such pick up shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio

income taxes shall be the employee's total gross income reduced by the then current mandated percentage amount of the employee's mandatory State Teachers Retirement System contribution. No employee's total salary shall be increased by such pick up, nor shall the Board's total contribution to the State Teachers Retirement System be increased thereby. This action shall be subject to the following stipulations:

The pick-up percentage shall apply uniformly to all unit members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.

1. The parties agree that, should the rules and regulations of the IRS or State Teachers Retirement System change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

2. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workers compensation, shall be based on employees' daily gross pay prior to reduction.

3. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.

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

5. The Association, and its unit members, both severally and individually agree to indemnify and hold the Board harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the Board in compliance with the provisions of this article.

B. BUY-BACK OF QUALIFYING STRS CREDIT BY PAYROLL DEDUCTION

The Board will participate in the employee buy-back of qualifying STRS credit by payroll deduction. This process will be implemented in compliance with the provisions of Section 3307.281 of the Revised Code and State Teachers Retirement Board Rule 3307-1-28 and revisions to these rules. STRS deductions must be made on a monthly basis and are accounted for as "after-tax" contributions. Because of the monthly deduction requirement, only 24 pay employees in the district will be eligible to participate.

Section 11.18 - SUMMER SCHOOL PAY

Teachers of summer school will be paid at a rate equivalent to .000725 of the Bachelor's Base in effect during the school year that just ended. Each summer school teacher will have a thirty (30) minute paid planning period during each day summer school is in session.

Section 11.19 – MENTOR PROGRAM – COMPENSATION

Teachers authorized by their building principal to serve as Mentor for teachers new to the Northmont City Schools shall be paid the sum of $300.00 per academic year.

Section 11.20 – STUDENT TEACHER COMPENSATION

Upon receipt from higher education institutions, monies paid to the district for field placement candidates (student teachers) shall be paid by the district to the cooperating teachers as a stipend, with all standard deductions and withholdings applied.

Section 11.21 - EXTRA DUTY SALARY SCHEDULE

The extra duty salary schedule shall be an indexed schedule. The salary for any step on the schedule shall be computed by multiplying the index for the category times the salary for that step in the category. There shall be steps on the schedule as follows:

Years of Experience	Index Steps
0	BA Base
1	BA # 1
2	BA # 2
3	BA # 3
4	BA # 4
5	BA # 5

Each time the regular unit member salary schedule is adjusted, the extra duty salary schedule shall be re-calculated.

When the need for new positions on the extra duty salary schedule arises, the administrative staff shall consult with the unit members of the teaching staff in the area involved to determine responsibilities and time involved in the position. After such consultation, the Superintendent shall place the position within the category. No position shall be changed within the categories unless the administrative staff develops a new job description showing changes in responsibilities and time. Any unit member under contract for extra duty may request, in writing, a conference with the Superintendent or designee to review his/her category placement. A review conference will be held within ten (10) working days after the written request and supportive rationale for the change has been received. The Superintendent or designee shall provide the unit member in writing his/her decision within ten (10) working days of the conference.

Unit members transferring to Northmont shall be credited all the applicable extra duty experience held in the other school district up to a maximum step on Northmont's schedule. Northmont unit members changing duty position, but remaining within the same area, shall not lose experience credit. A copy of the job description for the position involved shall be given to the teacher at the time an extra duty contract is offered and accepted.

Each head coach/activity sponsor may be asked to submit an activity report at the close of the season to the Building Principal. This activity report shall be on the appropriate district form and will include in part: number of students participating, games played and results, number and

types of injuries, an inventory of supplies and equipment, and recommendations for the upcoming season. The Building Principal or immediate supervisor will assist each activity program in regard to retention or expansion.

All contracts for extracurricular duties shall be considered one-year limited, supplemental contracts. They are, under no circumstances, to be considered automatically renewable for the following season.

Section 11.22 - EXTRA DUTY SALARY SCHEDULE INDEX

Cat. #1 (.2000)
Athletic Trainer
Facility Manager

Cat. #2 (.1750)
Varsity Head Football HS

Cat. #3 (.1650)
Varsity Head Boys Soccer HS
Varsity Head Boys Basketball HS
Varsity Head Wrestling HS
Varsity Head Girls Soccer HS
Varsity Head Girls Basketball HS
Auditorium Director HS
Band HS
Varsity Head Boys Lacrosse
Varsity Head Girls Lacrosse

Cat. #4 (.1450)

Cat. #5 (.1350)
Coordinator Assistant FB HS

Cat. #6 (.1250)
Assistant Football HS
Auditorium Technician HS
Media Services Coordinator HS
Boys Varsity Head Track HS
Girls Varsity Head Track HS
Assistant Athletic Director HS

Cat. #7 (.1175)
Varsity Baseball HS
Varsity Volleyball HS
Varsity Cross Country HS
Girls Gymnastics HS
Varsity Head Softball HS
Drama/Debate Advisor HS
JV Boys Soccer HS
JV Girls Soccer HS
Varsity Head Girls Volleyball HS
Varsity Head Boys Volleyball HS
Asst. Band HS

Cat. #8 (.1150)
JV Assistant Wrestling HS
JV Head Girls Basketball HS
JV Head Boys Basketball HS

Cat. #9 (.1075)
Varsity Head Swim HS

Cat. #10 (.1050)
Head 9th Football
Yearbook Advisor HS
Newspaper Advisor HS
Weight Room Coordinator HS
Stadium Director HS

Cat. #11 (.0975)
Varsity Head Boys Golf HS
Varsity Head Girls Tennis HS
Assistant Swim Coach HS
Varsity Head Girls Golf HS

Cat. #12 (.0950)
9th Boys Basketball
9th Girls Basketball
Varsity Assistant Boys Soccer HS
Varsity Assistant Girls Soccer HS
Assistant Drama Director HS
Varsity Asst Boys Lacrosse
Varsity Asst Girls Lacrosse

Cat. #13 (.0875)
Varsity HD Boys Tennis HS
JV Baseball HS
Assistant Track HS
Assistant 9th Football
JV Softball HS
8th Football

Cat. #14 (.0775)
JV Volleyball HS
JV Girls Tennis HS
LPDC Chairperson
Head Cheerleading Coach
Community Engagement Liaison
JV Girls Volleyball HS

Cat. 15 (.0750)
Message/Scoreboard
9th Wrestling
9th Baseball
Orchestra (50%) HS
Vocal Music HS
JV Assistant Boys Soccer
Head Track MS
Head Wrestling MS
8th Boys Basketball
8th Girls Basketball
Cross Country MS
Girls Softball MS
7th Boys Basketball
7th Girls Basketball
7th Head Football
Band MS
Orchestra (50%) MS
Vocal Music MS
9th Cheerleading
Facilitator Mentorship
Facilitator EYT Program
JV Asst. Girls Soccer
Asst. Girls Basketball HS
Asst. Boys Basketball HS

Cat. #16 (.0600)
Asst. Cross Country
JV Boys Tennis HS
7th Girls Volleyball
8th Girls Volleyball
Varsity Assistant Baseball HS
Varsity Assistant Softball HS
JV Boys Golf
JV Girls Golf
Varsity Head Boys Bowling
Varsity Head Girls Bowling
9th Grade Girls Volleyball
9th Grade Boys Volleyball

Cat. #17 (.0550)
12th Class Advisor
11th Class Advisor
Science Olympiad Advisor
Student Government Advisor HS
Asst. 8th Football
Asst. 7th Wrestling MS
Asst. Track MS
Yearbook Advisor MS
Assistant Girls Soccer
TV Production Advisor MS
Webmaster HS
Asst. Boys Soccer
Asst Softball MS
JV Assistant Softball HS
JV Assistant Baseball HS
JV Assistant Girls Basketball HS
JV Assistant Boys Basketball HS
Assistant Boys Basketball MS
Assistant Girls Basketball MS
Varsity Basketball Cheerleading

Cat. #18 (.0450)
Safety Patrol Advisor
LPDC Teacher Member
Webmaster MS

Cat. #19 (.0350)
Newspaper Advisor MS
Student Council Advisor MS
10th Class Advisor
9th Class Advisor
Muse Machine HS
Muse Machine MS
Elementary Intramural/Activities
Mock Trial
SWAT Team Advisor MS
Webmaster Elementary
Clubs/Activities MS
Clubs/Activities HS
Soccer Cheerleading Coach HS
9th Football Cheerleading Coach
JV Basketball Cheerleading Coach
9th Basketball Cheerleading Coach
Quaglia/Aspirations Advisor
NJROTC

Section 11.23 - SALARY REGULATIONS

At the time of employment, unit members shall be credited with previous elementary and/or secondary experience according to law. For hard to fill positions, the Board may place a newly-hired unit member above step 10 on the salary schedule. To the extent there exists a conflict, this provision shall supersede and replace O.R.C. 3317.13(B).

Notwithstanding the forgoing, all teachers will be placed on the appropriate step of the salary schedule. Placement on the salary schedule shall be subject to verification of all prior training and experience. Salary adjustments for additional training will be made for a full year increment only when an official transcript(s) is presented by September 15 to justify the change. One-half of a full year increment will be made only when an official transcript(s) is presented by February1 to justify the change. All transcripts must be presented to the Director of Human Resources and all transcripts must reflect work taken at a college or university approved for teacher training.

BASE SALARY

In 2026-2027, there will be a 2.5% increase to the base salary. The base salary shall be $47,805.

In 2027-2028 there will be a 2.25% increase to the base salary. The base salary shall be $48,881.

PAY OPTIONS

Unit members in Northmont shall be able to select one of the two options for receiving their pay. Unit members new or recalled or rehired to the district shall select either option at the time of employment. If a payday falls on a holiday or vacation, paychecks will be issued to teachers on the workday immediately preceding the payday, when it is determined by the Treasurer to be possible.

Option # 1

Unit members shall receive 24 bi-monthly pays, over a 12-month period. Deductions shall be made in accordance with the payroll deduction policy. The first payday shall occur no later than the 15th day of work. For the 2018-19 school year only, there will be 25 pays to align the wage schedule to the 24-pay format.

Option # 2

Unit members selecting this option shall receive 20 pays. Unit members initially enrolled in this option shall submit a written request to the Treasurer's Office by August 15 unless employed, recalled, or rehired after that date. Once the unit member has requested this option, it will continue in effect until the unit member submits a written request to the Treasurer to change to the 24-pay option. Requests for change must be received by the Treasurer by August 15. The following conditions shall apply to this option:

A. The first pay will be the second general payday for unit members and bi-weekly thereafter.

B. The twentieth (20th) payment will not be released until all contracted duties are completed as verified by the unit member’s principal or immediate supervisor.

C. When possible, deductions will be pro-rated over the 20 pays.

D. All adjustments and deductions necessary to cover the summer months will be pro-rated over the remaining pays for the school year, commencing with the second pay date in January.

E. Unit members shall not receive pay in advance of their earnings.

E. The Treasurer will establish the schedule of paydays after the school calendar is adopted or amended each year.

Option # 3

First year unit members shall receive 25 bi-monthly pays over a 12 month period unless they indicate otherwise to the Treasurer's Department. It is recognized that Option #3 essentially advances money to the newly hired unit member before work is complete; therefore, if a newly hired unit member terminates employment before the end the 25 pay cycle, the amount of money advanced to the member will be reimbursed to the District. Thereafter, the unit member will be rolled into Option #1 (24 pays) unless Option #2 (20 pays) is preferred, in which case it is the responsibility of the unit member to submit a written request to the Treasurer's Office by August 15 as stated in Section 11.22--Option #2.

Section 11.24 - SALARY SCHEDULE FOR 2026-2027

$47,805	Certified Base Salary for 2026-2027						
Index/Step	BA/BS	B+15/150	Masters	M+15	M+30	M+45	Doctorate
0	1.015	1.075	1.135	1.15	1.175	1.182	1.19
	48,522	51,390	54,259	54,976	56,171	56,506	56,888
1	1.074	1.127	1.19	1.208	1.236	1.243	1.251
	51,343	53,876	56,888	57,748	59,087	59,422	59,804
2	1.116	1.172	1.238	1.259	1.29	1.297	1.305
	53,350	56,027	59,183	60,186	61,668	62,003	62,386
3	1.159	1.218	1.287	1.311	1.345	1.352	1.36
	55,406	58,226	61,525	62,672	64,298	64,632	65,015
4	1.202	1.264	1.336	1.363	1.400	1.407	1.415
	57,462	60,426	63,867	65,158	66,927	67,262	67,644
5	1.246	1.311	1.386	1.416	1.456	1.463	1.471
	59,565	62,672	66,258	67,692	69,604	69,939	70,321
6	1.29	1.358	1.436	1.469	1.512	1.519	1.527
	61,668	64,919	68,648	70,226	72,281	72,616	72,998
7	1.335	1.406	1.487	1.523	1.569	1.576	1.584
	63,820	67,214	71,086	72,807	75,006	75,341	75,723
8	1.38	1.454	1.538	1.577	1.626	1.633	1.64
	65,971	69,508	73,524	75,388	77,731	78,066	78,400
9	1.426	1.503	1.59	1.632	1.684	1.691	1.699
	68,170	71,851	76,010	78,018	80,504	80,838	81,221
10	1.472	1.552	1.642	1.687	1.742	1.749	1.757
	70,369	74,193	78,496	80,647	83,276	83,611	83,993
11	1.519	1.602	1.695	1.743	1.801	1.808	1.816
	72,616	76,584	81,029	83,324	86,097	86,431	86,814
12	1.567	1.653	1.749	1.8	1.861	1.868	1.876
	74,910	79,022	83,611	86,049	88,965	89,300	89,682
13	1.616	1.705	1.804	1.858	1.922	1.929	1.937
	77,253	81,508	86,240	88,822	91,881	92,216	92,598
14	1.666	1.758	1.86	1.917	1.984	1.991	1.999
	79,643	84,041	88,917	91,642	94,845	95,180	95,562
15	1.737	1.832	1.937	1.997	2.067	2.074	2.082
	83,037	87,579	92,598	95,467	98,813	99,148	99,530
20	1.788	1.886	1.994	2.057	2.13	2.138	2.146
	85,475	90,160	95,323	98,335	101,825	102,207	102,590
25	1.839	1.94	2.051	2.117	2.193	2.202	2.211
	87,913	92,742	98,048	101,203	104,836	105,267	105,697

Section 11.25 - SALARY SCHEDULE FOR 2027-2028

$48,881	Certified Base Salary for 2027-2028						
Index/Step	BA/BS	B+15/150	Masters	M+15	M+30	M+45	Doctorate
0	1.015	1.075	1.135	1.15	1.175	1.182	1.19
	49,614	52,547	55,480	56,213	57,435	57,777	58,168
1	1.074	1.127	1.19	1.208	1.236	1.243	1.251
	52,498	55,089	58,168	59,048	60,417	60,759	61,150
2	1.116	1.172	1.238	1.259	1.29	1.297	1.305
	54,551	57,289	60,515	61,541	63,056	63,399	63,790
3	1.159	1.218	1.287	1.311	1.345	1.352	1.36
	56,653	59,537	62,910	64,083	65,745	66,087	66,478
4	1.202	1.264	1.336	1.363	1.400	1.407	1.415
	58,755	61,786	65,305	66,625	68,433	68,776	69,167
5	1.246	1.311	1.386	1.416	1.456	1.463	1.471
	60,906	64,083	67,749	69,215	71,171	71,513	71,904
6	1.29	1.358	1.436	1.469	1.512	1.519	1.527
	63,056	66,380	70,193	71,806	73,908	74,250	74,641
7	1.335	1.406	1.487	1.523	1.569	1.576	1.584
	65,256	68,727	72,686	74,446	76,694	77,036	77,428
8	1.38	1.454	1.538	1.577	1.626	1.633	1.64
	67,456	71,073	75,179	77,085	79,481	79,823	80,165
9	1.426	1.503	1.59	1.632	1.684	1.691	1.699
	69,704	73,468	77,721	79,774	82,316	82,658	83,049
10	1.472	1.552	1.642	1.687	1.742	1.749	1.757
	71,953	75,863	80,263	82,462	85,151	85,493	85,884
11	1.519	1.602	1.695	1.743	1.801	1.808	1.816
	74,250	78,307	82,853	85,200	88,035	88,377	88,768
12	1.567	1.653	1.749	1.8	1.861	1.868	1.876
	76,597	80,800	85,493	87,986	90,968	91,310	91,701
13	1.616	1.705	1.804	1.858	1.922	1.929	1.937
	78,992	83,342	88,181	90,821	93,949	94,291	94,682
14	1.666	1.758	1.86	1.917	1.984	1.991	1.999
	81,436	85,933	90,919	93,705	96,980	97,322	97,713
15	1.737	1.832	1.937	1.997	2.067	2.074	2.082
	84,906	89,550	94,682	97,615	101,037	101,379	101,770
20	1.788	1.886	1.994	2.057	2.13	2.138	2.146
	87,399	92,190	97,469	100,548	104,117	104,508	104,899
25	1.839	1.94	2.051	2.117	2.193	2.202	2.211
	89,892	94,829	100,255	103,481	107,196	107,636	108,076

Section 11.26 - RETIREMENT INCENTIVE

A. In addition to and separate from severance pay, any qualifying unit member will be provided a retirement incentive equal to $1,000 times each year of Northmont service, not to exceed $20,000 provided that such unit member has at least 10 years of Northmont service, five years of which must be consecutive and in a paid status immediately prior to retirement.

B. In order to qualify for this incentive, a unit member:

1. Must attain 30-30.99 years of service credit to apply towards service retirement with one of Ohio's public employee retirement systems.

2. Must give the Director of Human Resources written notice of his/her intent to retire no later than March 30 of the year in which the unit member attains 30-30.99 years of service credit.

C. A unit member who does not give the Director of Human Resources written notice of his/her intent to retire by March 30th of the school year he/she attains 30-30.99 years of service credit shall forfeit his/her right to the retirement incentive.

D. The school board will pay the incentive to qualifying unit members in one lump sum payment. Such payment shall be made by no later than 14 months following the effective date of the separation. The bargaining unit member shall have the right to name a beneficiary for the 14-month period if it would become necessary.

E. A unit member shall demonstrate by appropriate documentary evidence that such unit member has attained 30-30.99 years of service credit at the time he/she provides written notice to the Director of Human Resources of his/her intent to retire. Such documentary evidence may include a certificate or letter to that effect by the retirement system under which the unit member retires.

ARTICLE 12 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose/Function

The LPDC shall receive and approve Individual Professional Development Plan (IPDP) proposals by unit members and administrators based on the format and program established by the LPDC in accordance with O.R.C. 3319.22 and the Ohio Department of Education Regulation 3301-24-08. Each educator who desires to fulfill the license renewal is responsible for the design of an IPDP, subject to approval of the LPDC. The plan shall be based on the needs of the educator, the students, the school, and the district.

B. LPDC Membership

There shall be one LPDC for all educators within the district. The LPDC shall be comprised of seven (7) members. Four (4) members shall be teachers and three (3) members shall be from the administrative team. When the LPDC is considering the plan of an administrator, treasurer, or other school business official, the number of teacher committee members shall be reduced by two (2). The NDEA will determine which two teacher members will temporarily leave the committee. If the administrator who submits a plan is a member of the

LPDC, he/she shall be replaced for purposes of considering his/her plan only, by an administrator to be named by the Superintendent.

C. Appointment, Terms, Stipend

Teacher unit members on the LPDC shall be appointed as per the NDEA Constitution and By-Laws. The administrative team members shall be appointed by the Superintendent. The LPDC teacher unit members will serve rotating terms as per the NDEA Constitution and By-Laws. The NDEA shall name one of the teacher unit members to serve as the chairperson of the LPDC.

Compensation for the LPDC chairperson and LPDC teacher unit members shall be according to the Northmont Supplemental Salary Schedule for Extra-Curricular Activities. The LPDC chairperson shall be designated a "Category #14" and the LPDC teacher unit members shall be designated a "Category #18" as per said supplemental salary schedule. LPDC work shall be done outside the school day, except that the LPDC chairperson will have available up to two (2) LPDC leave days which can be taken in no less than half (1/2) day increments for LPDC work; such as those times when it is necessary to actually review a personnel file in the central office.

D. Operating Procedures

The LPDC shall determine its operating procedures and meeting schedules by consensus. Where consensus is not possible, a vote of simple majority of the members present shall be required. A quorum shall be five (5) of the seven (7) committee members to conduct LPDC business. A minimum of three (3) teachers and two (2) administrators shall constitute a quorum for taking action on a teacher's IPDP. Three (3) administrators and two (2) teachers shall constitute a quorum for taking action on an administrator's IPDP. The Board shall be responsible for clerical and record keeping service for the LPDC. All personnel record information will be requested from and provided by the Office of Human Resources.

ARTICLE 13 - CLASS SIZE

A. There shall be a standing Class Size Resource Committee formed at the elementary, middle school and high school for the purpose of developing and providing resource information on the sizes of classes at Northmont City Schools and to hear concerns of teachers. Said committee shall be balanced, consisting of up to four (4) administrative/board designees and up to four (4) NDEA members (i.e. department chairs, team leaders, etc.) for each committee. The NDEA President and the Superintendent or their designees shall each assign their respective members. It is recommended that such members represent various
grade levels, departments, counselors, etc. By mutual agreement, the parties may bring staff members that have greater knowledge of the issue under consideration.

B. When a teacher identifies class size as a risk to the learning environment:

1. A conference between the teacher and the building administrator shall be convened to resolve the problem.
2. If the resolution is unsatisfactory to either party, then that party may present the problem to the Class Size Resource Committee for recommendations.
3. If the recommendations are unsatisfactory to either party, the problem will be presented to the Superintendent for resolution. The decision of the Superintendent shall be final. The decision shall not be subject to the grievance process, however, the procedure may be.

ARTICLE 14 – DISTANCE LEARNING

A. Purpose of Distance Learning
The purpose of the Distance Learning, hereinafter DL, is to provide the best educational opportunities for students attending the Northmont City School District. It is the objective of DL to provide a quality educational program for the students of our district. DL will be used to supplement and enhance our curriculum. DL will also be used to supplement and enhance professional development for staff.

B. Voluntary Participation
Participation as an instructor in a DL program or any other telecommunications project, after the regular school day, shall be voluntary.

C. Ownership of Materials
If a teacher has developed a course for DL on that teacher's own time and exclusively at that teacher's expense, the course materials such as, but not limited to, written materials, audio tapes, video tapes, computer software, data assembled in an original or unique form and stored digitally, and photographs shall not be used without that teacher's consent. Prior to the presentation of such materials in a DL course, such materials shall be identified in writing by the teacher to the appropriate administrator.

D. No Reduction of Staff
While the Administration or the Board cannot guarantee a certain level of bargaining unit members, it is neither the intent nor the goal of the Administration or the Board to use DL as a means of reducing staff.

E. Unresolved Issues
Both parties agree that it may be necessary from time to time, in order to resolve issues that were not contemplated or addressed in the original development of this provision. Such issues may arise by innovations in DL teaching techniques, equipment or questions concerning behavior or discipline of students at remote sites. Such meetings to resolve unanticipated issues shall be in accordance with negotiations procedures and practice at Northmont City School District.

F. Compensation
Bargaining unit members who teach DL courses outside of the regular school day shall be compensated in the following manner:

Amount of Class Credit		First Time DL PREP
.25	+	.08 = .33
.50	+	.17 = .67
Full (1.0)	+	.33 = 1.33

(Calculation example from the original MOU of 5/13/02)
¼ credit .33 x 1/5 of BA Step 1 ($28,740.00) = $1,896.84
½ credit .67 x 1/5 of BA Step 1 ($28,740.00) = $3.851.16
1 credit 1.33 x 1/5 of BA Step 1 ($28,740.00) = $7,644.84

By the way of explanation and example, a teacher having already taught a ½ credit course in the 2001-2002 school year would, upon repeating the course in the 2002-2003 school year, be paid without the "first time DL Prep" credit. Thus the compensation would be:

½ credit x 1/5 of the BA step 1 ($29,602.00) = $2.960.20

In order that a teacher may meet announced qualifications required to teach DL courses, the Board will consider implementing courses, which will be tuition free.

ARTICLE 15 - REHIRING OF RETIRED TEACHERS

A. A unit member may elect to return to duty immediately following retirement under The State Teachers' Retirement System provided:

1. Such retirement follows the last scheduled work day of the school year.

2. The unit member completes the school year.

3. The return to duty begins on the first scheduled work day of the next school year.

4. The unit member has not accumulated 35 years of STRS credit.

5. In the event that a Reduction in Force is contemplated or implemented by the Board in the year that a unit member elects to exercise rights under this provision, the unit member shall be guaranteed rehire for one (1) year.

B. Each successive year of rehire will be at the discretion of the superintendent.

C. Any unit member with 35 years or more STRS credit may also be rehired, although at the discretion of the superintendent.

D. No accumulated sick leave shall be carried forward when the unit member returns to duty. (See Section 11.01 under Article 11.)

E. A unit member returning to duty shall start at Step 5 of the salary schedule and remain at Step 5 except that the unit member shall receive any percent increases that might apply to that step.

F. Any unit member who has retired from another school district or who has severed ties with Northmont for at least one year may not be hired for more than a year, and thereafter on a year-to-

year basis. Said employees will start at Step 5 and remain at step 5 except that the unit member shall receive any percent increases that might apply to that step.

G. Unit members who are hired by the Board after retiring from another school system shall be placed at Step 5 during the entire term of their employment at Northmont.

H. Retired unit member who return to duty are nevertheless subject to a reduction in force, and for the purposes of a reduction in force their seniority shall date from their return to duty after retirement in the following manner:

1. If a reduction in force is declared by the Board of Education after a retired unit member has received his or her contract for the next school year, that unit member's seniority shall date from their return to duty after retirement.

2. If a reduction in force is declared by the Board of Education before a retired unit member has received his or her contract for the next school year, that unit member may not be issued a contract regardless of seniority, as supported by K.

I. Unit members returning to duty shall be eligible for benefits under Sections 11.01, 11.06, 11.07, and 11.09.

J. Unit members who receive the Retirement Incentive (Section 11.27) shall forfeit their option to be rehired under this article.

K. All contracts issued to unit member who have retired under the State Teachers' Retirement System shall automatically expire at the end of the term stated and no affirmative action such as "non-renewal" need be taken by the Board or Administration.

L. A Northmont unit member wishing to be rehired following retirement shall notify the Director of Human Resources, in writing, by March 31st, of the year of retirement.

M. Any unit member requesting to be rehired who has 35 or more years of STRS credit will be notified of administration's intentions to rehire before March 31st. Unit members who have 35 or more years of STRS credit are not guaranteed rehire (see letter C of this Article).

ARTICLE 16 – RESIDENT EDUCATOR PROGRAM

The District shall implement a Resident Educator (RE) program in compliance with the rules and regulations as determined by the Ohio Department of Education (ODE). Volunteers will be solicited by the district to serve as mentors in the RE program.

The Board will pay required fees for training of mentors of the RE program. Those selected shall be paid the sum of $300 per academic year. Mentors also have the option to have IPDP hours awarded by LPDC for work completed as a part of the RE program.

ARTICLE 17 – MASTER TEACHER

Northmont City Schools will use the services of the Montgomery County Educational Service Center (MCESC) for the purpose of implementation of the Master Teacher program. Teachers

have the opportunity to apply for contact hours through the LPDC. A teacher serving on the MCESC Master Teacher committee may receive contact hours or compensation at committee rate.

ARTICLE 18 – DISTRICT COMMUNICATION TEAM

The District Communication Team, made up of the Superintendent/designee and the NDEA President/designee, shall meet a minimum of four times annually. The purpose of the committee is to promote open communication, and to prevent and solve problems through the discussion of issues. If neither party seeks a meeting, the grievance process does not apply.

ARTICLE 19 – NORTHMONT TEACHER EVALUATION SYSTEM

A. See the teacher evaluation program addendum as incorporated herein by reference. The Northmont City Schools Teacher Evaluation Program is available on the Northmont Certified Evaluation Site.

B. The evaluation program shall be communicated to all employees at the time of employment.

C. The Northmont Evaluation Committee shall be made up of no more than sixteen unit members, eight to be appointed by NDEA and eight to be appointed by administration. This committee shall be empowered to modify the Northmont City Schools Teacher Evaluation Program. Mutual agreement on modifications shall be by consensus and shall not be subject to further bargaining or ratification, but shall become part of the collective bargaining agreement.

1. The Evaluation Committee shall meet at least two times per school year, with one of the meetings occurring prior to October 1st.

2. The Evaluation Committee shall meet to discuss the impact of any new legislation affecting the evaluation of unit members. Such meeting shall occur within 30 days of the passage of such legislation or at another mutually-agreed date.

D. Unless mutually agreed upon, monitoring or listening devices will not be a part of the regular evaluation program.

E. All evaluative reports must be dated and signed by the employee. However, such signature does not necessarily indicate agreement with the evaluation or the report. Moreover, employees shall be permitted to affix rebuttal and evidence to any evaluation. The substance of an evaluation is not subject to the grievance process.

F. At the final summative conference, the employee will receive the completed Final Summative Rating of Teacher Effectiveness form.

G. When Association or administrative members have concerns about the evaluative process they may forward these concerns to the Evaluation Committee.

H. When an evaluator has timely notified a teacher as to the date or dates of the following events:
observation
pre-conference
post-conference
sharing data from a walkthrough in a timely fashion

and the teacher or evaluator is absent, excused or unexcused or is otherwise unavailable for the event, the lack of the occurrence of the event or the lack of timeliness of the event shall not be included in a grievance under the grievance procedure concerning evaluations.

I. If a teacher for any reason fails to sign a completed and available post-observation conference form, the absence of the teacher's signature may not be made the subject of a grievance.

J. A meritorious grievance concerning an evaluation procedure which is timely filed under and pursuant to the grievance procedure renders the evaluation unavailable for the purpose of considering standing for a reduction in force or for termination, but shall nevertheless be made a part of the teacher's personnel file for the benefit of the teacher. However, when a good faith effort has been made to comply with the evaluation procedure, an otherwise meritorious grievance shall not render the evaluation unavailable for the purposes of reduction in force or for termination.

ARTICLE 20 - IMPLEMENTATION

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

Therefore, for the life of this Agreement, the Board and the Association each agree that the other shall not be obligated to negotiate collectively except as provided by law. This zipper clause shall not operate to preclude negotiations over a successor Agreement.

During the term of this Negotiated Agreement, the Association shall abide by said Agreement and current Board adopted policies. The parties also agree that, as a condition of employment, all employees are to abide by the rules of said Agreement, current Board adopted policies, and by the provisions of their individual contracts. The Board shall also abide by said Agreement and adopted policies for the duration of this Agreement.

If any insurance carrier or provider who provides policies of insurance to Northmont employees under Article XI, Section 11.06 cancels coverage or refuses to renew a policy then the subject of Hospital/Surgical/Major Medical insurance shall be reopened for negotiations for a period of not less than sixty (60) days and subject to the same mutually agreed dispute resolution procedures as are provided in this contract for the wage, index, and benefit reopener.

If a conflict between these negotiated policies and Board Policies exist, the negotiated policies shall supersede. No changes may occur in this Agreement unless by mutual consent of the parties.

NON-PREJUDICIAL WITHDRAWAL OF PROPOSALS: Any proposals made by either party during the negotiation of this contract, unless such proposals became a part of this contract, are hereby deemed withdrawn without prejudice and may not be used as evidence in the interpretation of any provision of this contract.

CONTINUATION OF NEGOTIATED PROVISIONS: All negotiated provisions in the previous collective bargaining agreement not otherwise amended herein shall continue unchanged until

subsequently and mutually amended or until the termination date of the successor Agreement, whichever comes first.

ACADEMIC DISTRESS COMMISSIONS:

As required by ORC Section 3302.10(P), the parties incorporate into this Agreement the provisions of ORC Section 3302.10 regarding academic distress commissions. ORC Section 3302.10 will have no effect on any provision of this Agreement unless the District would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the District. Should the District enter into academic distress, the intent of the parties is to emerge from academic distress with this Agreement intact.

SUPREMACY CLAUSE

This Collective Bargaining Agreement will prevail over conflicting provisions of state or local law unless the state or law at issue states otherwise.

DURATION OF AGREEMENT

This agreement shall be effective from August 1, 2026 through July 31, 2028

IN WITNESS AND AGREEMENT TO ALL OF THE ABOVE,
THE REPRESENTATIVES OF THE PARTIES PLACE AND DATE THEIR SIGNATURES BELOW:

FOR THE BOARD:

Linda A Blum 5/13/26
President Date

FOR THE NDEA:

Laura A Rolfes 5/21/26
President Date

Maria Ann Fernandez 5/13/26
Treasurer Date

Brett Cooper 5/19/26
Negotiations Chair Date

5-13-26
Superintendent Date

ATTACHMENTS

1. Elementary Internal Substitution Process pg 68
2. Violence Leave pg 69
3. Application for Personal Leave pg 70
4. Application for Travel Expense Reimbursement pg 71
5. Employee Absence Verification pg 72
6. Sick Leave Policy pg 73
7. Request to Attend Professional Meeting pg 74
8. Grievance Form pg 75

Elementary Internal Substitution Process

This document is intended to clarify the process for elementary teachers eligible for internal substitution compensation.

Name of the person who was <u>absent</u>:	
Is the person who was absent certified or classified?	☐ Certified *(Continue to the next question)* ☐ Classified *(Stop. There is no internal sub pay for a classified absence.)*
Was this absence registered in Aesop?	☐ Yes, it was in Aesop *(Continue to the next question)* ☐ No, it was not in Aesop *(Stop. If the absence is not in Aesop, there is no internal sub pay.)*
Was the person whose absence was in Aesop a specials teacher (i.e., music, PE, art)?	☐ Yes, it was a specials teacher *(Continue to the next question)* ☐ No, it was not a specials teacher it was a classroom teacher *(Stop. Give this form to the person(s) who covered the unfilled absence and have them fill out Section B to get internal sub pay)*
Did regular classroom teachers cover the unfilled absence of a specials teacher?	☐ Yes, the regular classroom teachers covered for the absence of a specials teacher. *(Stop. Give this form to each of the classroom teachers who missed their specials and have them fill out Section B to get internal sub pay)* ☐ No, regular classroom teachers did not cover for the absence.

NORTHMONT CITY SCHOOL DISTRICT
1150 W National Road
Englewood, Ohio 45315
937-832-5000

VIOLENCE LEAVE APPLICATION

EMPLOYEE'S NAME_____ DATE_____

BUILDING ASSIGNMENT_____ POSITION_____

(Circle One) ½ day full day Total Days Absent_____

Date(s) of Absence_____
Day Month Year

The undersigned states the following regarding this request for violence leave:

1. This absence is due to physical or emotional disability caused by wrongful physical violence inflicted upon him/her without his/her consent.

2. The wrongful physical violence occurred on_____ while
day month year
the undersigned was in the performance of his/her duties for the Board of Education.

3. A certificate from a licensed physician stating the nature of the disability and its duration will be submitted by the undersigned to the Director of Human Resources as soon as possible.

4. The undersigned shall file a report with the appropriate police agency against the party or parties who inflicted the physical violence on him/her.

I UNDERSTAND THAT FALSIFICATION OF EITHER THIS APPLICATION FOR A PHYSICIAN'S CERTIFICATE IS GROUNDS FOR SUSPENSION OR TERMINATION OF EMPLOYMENT

_____ _____
EMPLOYEE SIGNATURE DATE

NORTHMONT CITY SCHOOL DISTRICT
1150 W National Road
Englewood, Ohio 45315
937-832-5000

APPLICATION FOR PERSONAL LEAVE- CERTIFIED STAFF

EMPLOYEE'S NAME_____ DATE_____

BUILDING ASSIGNMENT_____POSITION_____

The undersigned deposes and requests to be absent from duty on:

(circle one) ½ day full day DATE:_____
MONTH DAY YEAR

A. _____PERSONAL LEAVE DAY

B. _____EMERGENCY LEAVE DAY

I UNDERSTAND THAT FALSIFICATION OF THIS APPLICATION IS GROUNDS FOR SUSPENSION OR TERMINATION OF EMPLOYMENT UNDER SECTION 3319.16 OF THE OHIO REVISED CODE.

Signature of Employee_____DATE_____

Signature of Supervisor_____DATE_____

CENTRAL OFFICE USE: _____Approved _____Not Approved Date_____

Reasons for non-approval_____

_____

NORTHMONT CITY SCHOOL DISTRICT
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Englewood, Ohio 45315
937-832-5000

APPLICATION FOR TRAVEL EXPENSE REIMBURSEMENT

Name_____ Month_____

CLAIM FOR REIMBURSEMENT

Total Mileage_____
Parking Receipts_____

I hereby certify that the mileage listed on the attached travel log (#451,000) is the true and correct number of miles that I have used my personal automobile during the month of _____ for official business of the Northmont Board of Education.

TEACHERS: File with home base administrator
ADMINISTRATOR: File with business office

_____
Signature Date

FOR OFFICE USE ONLY

APPROVED REIMBURSEMENT

Total Mileage _____@_____ = _____
Parking Receipts _____
Total _____

_____
Superintendent/Business Office Date

Comments:_____

NOTE:Employees will not be paid mileage expenses for travel to and from home. Only official school business trips required as a part of the job expectations, either within or outside of the district, will be considered for reimbursement.

Applications are to be filed at the end of each month and will be paid by the Treasurer monthly.

THIS FORM IS TO BE FORWARDED TO THE CENTRAL OFFICE ATTACHED WITH #451,000 AND PARKING RECEIPTS. After Central Office processing, the white copy will be returned to the employee, the pink copy to the Treasurer's office and the yellow copy will be filed in the Superintendent's office.

NORTHMONT CITY SCHOOL DISTRICT
1150 W National Road
Englewood, Ohio 45315
937-832-5000

EMPLOYEE ABSENCE VERIFICATION

Name_____ Date_____
Building Assignment_____ Position_____
Dates of Absence_____ Total Days Absent_____
(List mo., day, yr. Indicate partial days by ¼, ½, ¾)

REASON FOR ABSENCE (Check appropriate category)

_____ Sick Leave (Complete application below) _____ Unauthorized Absence
_____ Jury Duty/Witness

Employee Signature_____

SICK LEAVE APPLICATION

The undersigned deposes and says that he/she is hereby making application for use of sick leave according to the purposes for which sick leave may be used as established by the Northmont Board of Education and stated on the back of this form (Check appropriate category

1. _____ Personal Illness/Injury
2. _____ Illness/Injury in the Immediate Family
3. _____ Death of a Close Relative
4. _____ Death of a Close Friend or Remote Relative
5. _____ Pregnancy

If medical attention was required, complete the following:
Attending physician(s)_____
(names)
Address_____
Street City Zip
Date(s) Consulted_____ Total days of sick leave used _____

I UNDERSTAND THAT FALSIFICATION OF THIS APPLICATION IS GROUNDS FOR SUSPENSION OR TERMINATION OF EMPLOYMENT UNDER SECTION 3319.081 AND 3319.16 OF THE OHIO REVISED CODE

Employee Signature_____

THIS APPLICATION MUST BE FILED WITH THE TREASURER'S OFFICE WITHIN TEN DAYS AFTER THE EMPLOYEE RETURNS TO DUTY. FAILURE TO DO SO MAY RESULT IN A DEDUCTION IN PAY.

SICK LEAVE POLICY

(Sections 3313.21 and 3319.141 O.R.C.)

A. General Rules. For this section in its entirety, please refer to the Negotiated Agreement.

B. Purposes of Which Sick Leave May Be Used: Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, death of a friend or relative, and for absence due to illness or injury in the employee's immediate family.

If accumulated sick leave is not sufficient to cover the length of absence, the employee may be placed on leave of absence without pay for the remainder of the school year in which the absence occurred.

1. Personal Illness. If an employee is absent from duty because of personal illness and sees a physician, said physician's name, address, and date consulted shall be listed on the sick leave form. Routine doctor, dental, and visual care appointments are acceptable uses when limited to one-half day per absence.

2. Illness or Injury in the Immediate Family. Immediate family defined as parent, brother, sister, husband, wife, child, grandchild, or one in the household who has virtually held the position of parent or child. If a physician is seen, said physician's name, address, and date consulted shall be listed on the sick leave form. Routine doctor, dental, and visual care appointments are acceptable uses when limited to one-half day per absence, and if the employee must accompany the immediate family member.

3. Death of a Close Relative. Five (5) days' absence without loss of pay, including travel time, will be allowed when a death occurs of a close relative, i.e., husband, wife, father, mother, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or a person living in the same household.

4. Death of a Close Friend or Remote Relative. One (1) day's absence without loss of pay will be allowed when the death is that of a close friend or a more remote relative, i.e., sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or cousin. Approval for one additional day for travel may be requested in writing from the Superintendent.

5. Pregnancy. For absence due to disability caused or contributed to by pregnancy when a physician's statement verifies the same.

NORTHMONT CITY SCHOOL DISTRICT
1150 W National Road
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REQUEST TO ATTEND PROFESSIONAL MEETING

I. To be completed by the Staff Member --

Name_____ Meeting_____
Building_____ Date(s)_____
Days_____
Estimated Cost $_____ Location_____
Employee Signature_____Date_____

II. To be completed by the Principal --

_____ Approved _____Not Approved Reimbursement limited to $_____
_____ Sub cost from Building Budget_____
Signature Date
_____ Sub cost from other

III. Request for Pre-Payment (optional) – Request must be received in Personnel Office 20 working days prior to meeting –
Pre-payment for the following will be approved if either/both exceed $100.00 (Receipts req.)

$_____ Registration $_____Travel (Commercial Carrier Only)
Payable to_____ Payable to_____
Address_____ Address_____
_____ _____
_____ _____

IV. Itemization of Actual Expenses – (Rates per Negotiated Agreement) –

Transportation:_____miles $_____
Parking Fees (Receipts Required) $_____
Lodging (Receipts Required) $_____
Registration (if not prepaid Receipts Required) $_____
Meals (Receipts Required) $_____
TOTAL to be Reimbursed $_____
Staff Signature_____ Date _____
Principal Signature_____ Date_____

V. Procedures –

A. Staff member to fill out form to be approved by Principal.
B. The WHITE form is sent to the Director of Human Resources prior to the trip. A purchase order encumbering estimated expenses must accompany this form.
C. The Principal is to keep a copy of the form, completing the financial section for his file.
D. The YELLOW form Part IV is to be completed after the meeting by the staff member with all necessary receipts attached, signed by the Principal and returned to the Director of Human Resources.

GRIEVANCE FORM

Northmont District Education Association
Grievance Form

NDEA use only:
Grievance # _____
Resolved at Step # _____

Name of Grievant(s) _____

Work Location _____ Role _____

Date of Filing _____ Date of Incident _____

Name of Representative(s) _____

Events leading to the grievance (be as brief as possible): _____

_____

_____

_____

_____

_____

Section(s) of Contract (policy) alleged to have been violated: _____

_____

_____

Remedy sought by grievant: _____

_____

_____

_____

_____

Signature of Grievant _____

Signature of Representative _____

Step 1 Date/Time/Signatures _____

Step 2 Date/Time/Signatures _____

Step 3 Date/Time/Signatures _____

Resolution: _____

_____