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COLLECTIVE BARGAINING AGREEMENT

between the

NORWALK TEACHERS ASSOCIATION

and the

**NORWALK CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

July 1, 2022 through June 30, 2025

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PART I

A — BARGAINING PROCEDURES

1. **RECOGNITION** — The Norwalk City Board of Education does hereby recognize, for the purpose of collective bargaining, the Norwalk Teachers Association, affiliated with the Ohio Education Association and National Education Association, as the sole and exclusive bargaining agent for all members of the bargaining unit who are presently employed or who will be employed by the Board during the term of this Agreement.
2. **MEMBERS OF THE BARGAINING UNIT** — Members of the bargaining unit shall refer to all certified/licensed employees under regular contract, including Tutors, in the Norwalk City School District, except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, substitute teachers, home tutors, paraprofessionals, and other administrative or supervisory personnel. Other administrative or supervisory personnel shall include any certificated/licensed employee, except the Athletic Director, having the authority to hire, transfer, assign, promote, discharge, or discipline members of the bargaining unit, or having the responsibility to make recommendations thereon. For the purpose of this contract, a “teacher” shall be defined as a Member of the bargaining unit.
3. **SCOPE OF BARGAINING** — All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining except as otherwise specified in Section 4117.09 of the Revised Code.
4. **DEFINITIONS** —
 - BOARD** - Shall refer to the Norwalk City Board of Education.
 - ASSOCIATION** - Shall refer to the Norwalk Teachers Association.
 - DAY** - All references within this Agreement to the word “day” shall mean calendar day, except where specified otherwise.
 - MEMBER** - Shall refer to a member of the bargaining unit.
 - SENIORITY** - Shall be defined as the length of most recent continuous service in the Norwalk City School District. Seniority will accrue during all paid leaves of absence. Continuous service shall not be broken during unpaid leaves of absence or layoff. Seniority shall accrue while on such leave.

47 5. **PROCEDURES FOR CONDUCTING NEGOTIATIONS**

48
49 a. **SUBMISSION OF ISSUES** — Issues proposed for bargaining shall be submitted
50 in writing by the Association to the Superintendent or his/her designated
51 representative, or by the Superintendent to the Association or its designated
52 representatives, on or before February 1, of the year of expiration of the contract.
53 All issues listed for bargaining shall be submitted in writing with a concise
54 summary of each issue so submitted. A mutually convenient meeting date shall
55 be set no later than March 1, unless both parties agree to a later date. Prior to the
56 beginning of bargaining, the Superintendent or his/her designated representatives
57 and the designated representatives of the Association shall cooperatively develop
58 and adopt an agenda listing those issues which shall be bargained. Upon adoption
59 of said agenda, no issues shall be added to the agenda for bargaining without the
60 consent of the Superintendent or his/her designated representatives and the
61 representatives of the Association. Negotiations shall be completed by May 1,
62 unless otherwise extended by agreement of both parties.

63
64 b. **BARGAINING TEAMS** — The Board and the Association shall be represented
65 at all bargaining meetings by a team of negotiators, not to exceed three (3)
66 members each. All bargaining shall be conducted exclusively between said teams
67 except as otherwise provided in this contract.

68
69 c. **NEGOTIATIONS MEETINGS** — The bargaining teams shall meet at
70 reasonable times in a sincere effort to reach mutual understanding and agreement
71 on all appropriate matters submitted for bargaining. All parties are obliged to deal
72 openly and fairly with each other on all matters and to conduct bargaining in good
73 faith, but such obligation does not compel either party to agree to a proposal or
74 require the making of a concession.

75
76 d. **CAUCUS** — Upon the request of either party, the bargaining meeting shall be
77 recessed to permit parties to caucus.

78
79 e. **EXCHANGE OF INFORMATION** — Upon a reasonable request, each party
80 shall make available to the other such information as is pertinent to the issues
81 under bargaining, provided, however, that nothing herein shall require either party
82 to make available any confidential information or reports expressly compiled for
83 use of the party to which such request is directed.

84
85 f. **CONSULTANTS** — The parties may call upon professional and lay consultants
86 to assist in all bargaining. The expense of such consultants shall be borne by the
87 party requesting them.

88
89 g. **PRESS RELEASES** — Press releases may be issued after each bargaining
90 session upon prior approval of the opposite party.

91
92 h. **ITEM AGREEMENT** — As items receive tentative agreement, they shall be
93 reduced to writing and initialed by each party. Such initialing shall not be
94 construed as final agreement.

95 i. **AGREEMENT** — When tentative agreement has been reached on all issues, this
96 agreement shall be reduced to writing and submitted to the Members of the
97 Association for ratification. Following ratification by the Association, the items
98 of agreement shall be submitted to the Board for consideration at its next regular
99 or special meeting which shall be no more than fourteen (14) days after notice of
100 ratification by the Association. The adopted contract shall be signed by the
101 presidents of the respective parties and shall be binding on both parties, and shall
102 be a part of the employment contract of each individual Member as if fully written
103 therein.

104
105 j. **DISAGREEMENT** — If agreement is not reached, the representatives of the
106 parties shall present reports to their respective parent organizations. Within seven
107 (7) days after consultation with the parent organizations, the parties shall
108 reconvene for further discussion, unless an extension of time is agreed to by both
109 parties. If after further negotiations the two (2) negotiating teams are unable to
110 reach an agreement within fifteen (15) days, the parties shall jointly request the
111 appointment of a mediator from the staff of the Federal Mediation and
112 Conciliation Service. A fact-finding panel shall be an option to FMCS mediation
113 if both parties agree to fact-finding. The mediator shall meet with the
114 representatives of the parties either jointly or separately, and shall take such steps
115 as he/she deems appropriate to persuade the parties to resolve their differences
116 and to effect a mutually acceptable agreement.

117
118 The period of mediation shall last for a maximum of thirty (30) days or until the
119 expiration of the contract, whichever is later, unless an extension of time is agreed
120 to by both parties. Should the parties be unable to reach agreement as the result
121 of this mediation process, the impasse provisions of this collective bargaining
122 agreement shall be deemed exhausted and members of the bargaining unit may
123 exercise their right to strike pursuant to Ohio Revised Code Chapter 4117.

124
125 The parties agree that the mediation process as outlined above shall constitute a
126 mutually agreed upon dispute settlement procedure that supersedes the statutory
127 procedures set forth in ORC 4117.14. The parties further agree that this
128 mediation process shall be utilized for bargaining leading to a successor contract
129 as well as for any in-term bargaining which may occur during the life of the
130 Collective Bargaining Agreement between the parties.

131
132 k. **RETENTION OF ITEMS** — All items in the contract which are not submitted
133 by either party for negotiation shall be automatically included in the new contract.

134
135 l. **AMENDMENT PROCEDURE** — Recognizing that circumstances may dictate
136 the advisability of entering into Memorandums of Understanding, for numerous
137 reasons, it shall be possible to do so only by mutual consent of both parties. The
138 party desiring to initiate discussion of a Memorandum of Understanding may do
139 so by written request to the other party. Within five (5) work days of the request,
140 the parties shall agree on a meeting date.

141

142 If agreement is reached, the parties shall draft a Memorandum of Understanding
143 which outlines the terms of the agreement. All Memorandums of Understanding
144 to be valid shall be ratified by the Board of Education and the Norwalk Teachers
145 Association and shall be signed by the appropriate representative(s) of the parties.
146

147 This procedure shall not be construed as limiting any rights that the parties have
148 under ORC Chapter 4117 when the matter being bargained is construed as effects
149 and/or impact bargaining.
150

151 **B — GRIEVANCE PROCEDURE**

152
153
154 1. **NO REPRISAL** — This grievance procedure shall be available to all Members and no
155 reprisals of any kind shall be taken against any such Member initiating or participating in
156 the grievance procedure by reason of such initiation or participation.
157

158 2. **GRIEVANCE DEFINED** — A grievance is a complaint involving the violation,
159 misinterpretation, or misapplication of this master contract.
160

161 3. **GRIEVANT DEFINED** — A grievance may be filed by a member of the bargaining
162 unit or by a group of bargaining unit members. The grievant, in his/her sole discretion,
163 may represent himself/herself at all stages of the procedure or may be represented by
164 Association representatives. In any event, the Association shall have the right to have a
165 representative present at each step of the Grievance Procedure.
166

167 4. **GRIEVANCE PROCEDURE**

168
169 **STEP ONE:** Any Member having a grievance shall first discuss such grievance with
170 his/her immediate supervisor.
171

172 **STEP TWO:** If the discussion does not resolve the grievance to the satisfaction of the
173 Member, such Member shall have the right to lodge a written grievance with such
174 Member's building Principal.
175

176 If such grievance is not lodged within twenty (20) working days following the act or
177 condition which is the basis of said grievance, said grievance shall no longer exist. The
178 written grievance shall be on a standard form (see Appendix A) which may be obtained
179 from the Association and shall contain a concise statement of the facts upon which the
180 grievance is based, the remedy sought, and the specific provisions of the agreement
181 allegedly violated, misinterpreted, or misapplied. The grievance must be signed by the
182 grievant. A copy of such grievance shall be filed with the Superintendent. The Member
183 shall have a right to request a hearing before the building Principal. Such hearing shall
184 be conducted within five (5) working days after the receipt of such request. The
185 aggrieved Member shall be advised in writing of the time, place, and date of such
186 hearing.
187

188 The building Principal shall take action on the written grievance within ten (10) working
189 days after the receipt of said grievance, or if a hearing is requested, within ten (10)

190 working days after the conclusion of said hearing. The action taken and the reasons for
191 the action shall be reduced to writing and copies sent to the grievant, the Superintendent,
192 and the Association president.

193
194 **STEP THREE:** If the action taken by the building Principal does not resolve the
195 grievance to the satisfaction of the Member, such Member may appeal in writing to the
196 Superintendent on the standard forms provided. Failure to file such appeal within (10)
197 ten working days from receipt of the written memorandum of the Principal's action on
198 said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing
199 shall be conducted by the Superintendent within ten (10) working days after the receipt of
200 the request. The aggrieved Member shall be advised in writing of the time, place, and
201 date of such hearing. The Superintendent shall take action on the appeal of the grievance
202 within ten (10) working days after the conclusion of said hearing. The action taken and
203 the reasons for the action shall be reduced to writing and copies sent to the Member, the
204 building Principal, the Treasurer of the Board, and the Association president.

205
206 **STEP FOUR:** If the action taken by the Superintendent does not resolve the grievance
207 to the satisfaction of the Member such Member may appeal in writing to the Board on the
208 standard forms provided. The notice of the appeal shall be sent to the Superintendent and
209 a copy filed with the Treasurer of the Board. Failure to file such appeal within ten (10)
210 working days from receipt of the written memorandum of the Superintendent's action on
211 said grievance shall be deemed a waiver of the right to appeal. The Superintendent shall
212 place the matter on the agenda for the next regular meeting of the Board. The meeting
213 shall be private unless both parties to the grievance request a public hearing.

214
215 The Board shall report its findings upon such appeal no later than twenty (20) working
216 days thereafter. The action taken and the reasons for the action shall be reduced to
217 writing and copies sent to the member, the Superintendent, the building Principal, and the
218 Association president.

219
220 **STEP FIVE:** If the aggrieved Member does not accept the decision of the Board, the
221 aggrieved party, with the approval of NTA, may within thirty (30) working days choose
222 to have the grievance submitted to the American Arbitration Association, whose rules
223 and regulations shall govern the proceedings. Either party shall have the right to request
224 a second list of arbitrators. The decision of the arbitrator shall be final and binding to all
225 parties. The cost of arbitration shall be borne equally by the Board and the Association.
226 The arbitrator shall not modify or rescind any provision of this contract or make any
227 award contrary to law.

228 229 5. **GENERAL PROVISIONS**

- 230
231 a. The purpose of this grievance procedure is to secure at the lowest possible
232 administrative level solutions to grievances as defined herein. All parties agree
233 that the proceedings shall be kept as confidential as possible.
234
235 b. The time limitations set forth in the various steps of the grievance procedure are
236 considered to be a maximum. The time limits may be extended, however, by
237 written mutual agreement of a representative of the Board and of the grievant.

238 c. Failure at any step of the grievance procedure to communicate the disposition of a
239 grievance within the specified time limits shall permit the grievance to proceed to
240 the next step.

241
242

243 C — CHANGE OF SALARY STATUS

244

245 1. Each Member who has completed training which would qualify him/her for a higher
246 salary bracket shall file in the fall by September 15 or in the spring by January 15 with
247 the office of the Superintendent evidence of successful completion of said training. An
248 official transcript of these credits must be filed November 1 for fall or by March 1 for
249 spring or the Member shall lose this increase and his/her salary will be adjusted
250 accordingly.

251

252 2. Should a Member complete training after January 15, or fail to meet the March 1
253 transcript deadline as prescribed above, the Member shall not be placed on the higher
254 salary bracket until the following school year.

255

256 3. A Member must have taught one hundred twenty (120) days or more in a single school
257 year to advance on the experience increment of the salary schedule.

258

259 4. Teachers who meet the above conditions will begin being paid the new salary at the
260 beginning of the second semester for the Spring.

261

262

263 D – SALARY SCHEDULE HEADINGS

264

265 1. 150 Semester Hours – This is interpreted to mean a total of 150 semester hours including
266 a Bachelors degree.

267

268 2. MA – this is interpreted to include a Masters in the teaching subject area, outside the
269 teaching field, or a Masters in education with major emphasis in the subject areas.

270

271 3. To qualify for the MA + 15, MA + 30, or MA + 45 semester hours step, each course must
272 be earned after the Masters. Further, it must be of graduate level, or undergraduate level
273 if approved by the Superintendent, and meet one (1) of the following criteria:

274

275 a. A methods course in education

276

277 b. A philosophy course in education

278

279 c. A course in any area in which the Member holds certification/license.

280

281

282

283 **E — EXPERIENCE CREDIT**

284
285 Full credit for up to ten (10) years of teaching experience in a public, private, or parochial school
286 accredited by the State of Ohio and public school experience accredited by a State Department of
287 Education shall be given upon initial employment. A member is not entitled to receive service
288 credit for out-of-state service in a public or private school; however, up to ten (10) years of
289 service credit may be granted to the member by the Superintendent. Included in the
290 aforementioned ten (10) years credit may be:

- 291
- 292 1. Up to five (5) years military experience or alternative civilian service required by the
293 Selective Service System. Credit will be granted for each twelve (12) months, or a major
294 fraction thereof, served.
295
 - 296 2. Up to two (2) years for Peace Corps or VISTA experience.
297
 - 298 3. A Member employed as a substitute for one hundred twenty (120) days or more during a
299 single school year is entitled to one (1) year of experience credit.
300
 - 301 4. When a Member has completed a full year of employment (at least 120 days in any given
302 school year) with the Norwalk City School District, that Member shall be placed at the
303 beginning of the following school year on the appropriate salary level commensurate with
304 that Member’s training and experience. Such Member’s experience shall be that which
305 was credited at the time of employment in the District together with the service
306 experience earned in the District subsequent to such employment.
307

308
309 **F — PAY PERIODS**

- 310
- 311 1. Members will be paid in twenty-four (24) equal pays to be paid on the 15th and last day
312 of each month. Adjustments will be made to reflect any negotiated change in salary that
313 occurs during the contract period. Direct deposit of pay shall be mandatory for all
314 members. If a payday falls on a weekend day or holiday, the pay will be issued on the
315 last banking day prior to the weekend day or holiday. The Board agrees to payroll
316 deductions for any local credit unions.
317
 - 318 2. In the event an individual contract is terminated by either party during the school year,
319 the total sum due the Member shall be paid within ten (10) days following the last day of
320 service by the Member. All fringe benefits will end on the effective date of the
321 termination.
322

323
324 **G — SEVERANCE PAY**

325
326 Upon retirement, Member shall be entitled to severance pay. If death of Member occurs before
327 retirement, payment shall be made to the estate.
328

330 If retiring:

331

332 1. The Member must be accepted for service retirement by the State Teachers' Retirement
333 System within one hundred twenty (120) days from the last date of active service or
334 within one hundred twenty (120) days from the termination of an authorized leave of
335 absence with the Norwalk City School District.

336

337 2. The severance pay shall be calculated by dividing such Member's accumulated but
338 unused sick leave by four (4). The maximum payment hereunder shall be eighty-five
339 (85) days.

340

341 3. The payment shall be based upon the Member's daily rate of pay for regular teaching
342 duties at the time of retirement.

343

344 4. Severance pay shall not be paid to any Member more than once.

345

346 5. Upon payment of severance pay, all accumulated but unused sick leave to the credit of
347 such Member shall be extinguished.

348

349 6. Payment shall be made not more than seventy-five (75) days after the final day of
350 employment, or the end of the calendar year.

351

352 If death occurs before retirement:

353

354 1. The severance pay shall be calculated by dividing such Member's accumulated but
355 unused sick leave by four (4). The maximum payment hereunder shall be eighty (80)
356 days.

357

358 2. The payment shall be based upon the Member's daily rate of pay for regular teaching
359 duties at the time of death.

360

361 3. Payment shall be made after January 1 and no later than the first regular pay day in
362 January of the year following the death of the Member, unless an earlier date is
363 specifically requested by the Estate in writing.

364

365

366 **H — DEDUCTIONS — PROFESSIONAL DUES**

367

368 1. The Board agrees to payroll deduction for professional dues for all Members who are
369 members of the Association and request such deduction. The amount of deductions must
370 be submitted to the Treasurer of the Board on or before the date of the issuance of the
371 second pay check at the beginning of the school year. The deduction will consist of
372 twelve (12) equal installments beginning with the third full pay check and continuing
373 through the fourteenth paycheck. The amount of each deduction will be set in the fall
374 when the total cost of professional dues for that year is determined. The Treasurer of the
375 Board will issue a check to the Association monthly for the total amount deducted for
376 that month.

377

378 2. The Association agrees that there shall be no liability on the part of the Board, its agents,
 379 or employees for the collection of any unpaid dues which may be due the Association
 380 from the Member, who because of absence from work, suspension, or termination of
 381 employment, has no wages payable to him/her at the regular time for dues collections.
 382 The Association shall indemnify and save the Board harmless against any and all claims,
 383 demands, suits, or other forms of liability that shall arise out of or by reason of action
 384 taken or not taken by the Board in reliance upon certified lists furnished to the Board by
 385 the Association or dues check-off cards furnished to the Board by the Association or by
 386 the Member or for the purpose of complying with any of the provisions of this section.
 387 Nothing herein shall require the Association to indemnify or hold harmless the Board or
 388 its agents against such claims which may result from any act of misfeasance,
 389 malfeasance, or nonfeasance of the Board or its agents.

390
 391 **I - DEDUCTIONS — ANNUITIES**

393 Language shall be amended to meet new Federal 403(b) regulations. The parties agree to
 394 comply with Federal Law.

395
 396 **J – DEDUCTIONS – INCOME PROTECTION**

398 The Board agrees to deduct monthly premiums for such income protection plans as may be
 399 authorized by the Board.

400
 401 **K – INSURANCE PROGRAM**

403 Full-time employees agree to pay for single and family health care coverage.

	<u>Effective July 1</u> <u>of the School Year</u>	<u>Employee Premium</u> <u>Monthly</u>	
		<u>Single</u>	<u>Family</u>
Premium Savings Plan –	2022	\$60	\$135
	2023	\$60	\$135
	2024	\$60	\$135
Wellness Plan –	2022	\$90	\$190
	2023	\$100	\$220
	2024	\$100	\$220

405
 406 The Board agrees to pay all other costs for health care coverage for full-time employees.

407
 408 Where both husband and wife are employed by the Norwalk City Schools, only one (1) family
 409 plan shall be provided.

410
 411 During the term of this Agreement, the Hospitalization/Medical, Life and Dental coverage as
 412 provided on the effective date of this Agreement shall not be amended if such amendment
 413 significantly diminishes the benefits of such coverage unless such amendment is agreed to by the
 414 Association. The Board must notify the Association of its intent to make any changes in
 415 coverage.

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**COMPREHENSIVE PLAN
EFFECTIVE FEBRUARY 1, 2016**

The medical insurance plan shall be the Huron-Erie School Employee Insurance Association Wellness Plan or equivalent as follows:

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26 / Removal upon End of Month	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Wellness Plan (buy-down) Deductible – Single/Family ^{1*}	\$500 / \$1,000	\$500 / \$1,000
Wellness Plan (without buy-down) Deductible – Single/Family ^{1*}	\$750 / \$1,500	\$750 / \$1,500
<i>Requirements for Wellness Plan (Deductible change occurs on calendar year basis)</i>	<i>Complete Screening and/or Physician form and Health Assessment – November 1st.</i>	<i>Complete Screening and/or Physician form and Health Assessment – November 1st.</i>
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000* \$750 / \$1,500**	\$2,500 / \$5,000* \$2,250 / \$4,500**
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	\$1,500 / \$3,000* \$1,500 / \$3,000**	\$3,000 / \$6,000* \$3,000 / \$6,000**
Maximum Coinsurance Out-of-Pocket (COOP) ⁷ (Medical copays paid once deductible and coinsurance out-of-pocket maximum have been met) – Single/Family Effective 01/01/14	\$1,500 / \$3,000* \$1,500 / \$3,000**	\$3,000 / \$6,000* \$3,000 / \$6,000**
Physician/Office Services		
Office Visit (Illness/Injury) ^{2, 7}	\$25 copay, then 100%	\$25 copay, then 70%
Specialist Office Visit ^{2, 7}	\$40 copay, then 100%	\$40 copay, then 70%
Urgent Care Office Visit ^{2, 7}	\$40 copay, then 100%	\$40 copay, then 70%
Preventive Services		
Preventive Services, in accordance with federal law⁶	100%	70% after deductible
Routine Physical Exams	100%	\$25 copay, then 70%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21 – Unlimited)	100%	\$25 copay, then 70%
Routine Mammogram (One per benefit period)	100%	70% not subject to deductible
Routine Pap Test (One per benefit period)	100%	70% not subject to

Benefits	Network	Non-Network
		deductible
Routine Prostate Specific Antigen (PSA)	100%	70% not subject to deductible
Routine Endoscopies	100%	70% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests	100%	70% not subject to deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical & Occupational Therapy – Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ^{3,7}	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room ^{4,7}	\$200 copay, then 90%	\$200 copay, then 70%
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries (365 days per in-hospital benefit period ⁵)	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (Two days available for each unused in-hospital day)	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance – air if medically necessary	90% after deductible	
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

422

423 Effective October 1, 2016, each employee enrolled in the insurance program will receive
424 \$250.00 for those enrolled in single coverage and \$500.00 for those enrolled in family coverage
425 to be in a flexible spending section 125 account to be used under those guidelines for the
426 duration of the Agreement.

427

428 Prescriptions – The prescription copay will be as follows for generic drugs and for brand name
429 drugs:

430

431 **HURON-ERIE SCHOOL EMPLOYEE INSURANCE ASSOCIATION**

432 **Prescription Drug Coverage**

433 **HESE / WELLNESS PLAN**

434

Members' Co-pays under the Plan

- **Generic**
 - Retail - \$7.50
 - Mail Order - \$15.00

- **Preferred**
 - Retail - \$25.00
 - Mail Order - \$50.00

- **Non Preferred**
 - Retail - \$50.00
 - Mail Order - \$100.00

Covered Medications

- Federal legend drugs (those which require a prescription)
- OTC and legend insulin

Excluded Medications

- Drugs used for weight loss
- Drugs used for cosmetic purposes (photo-aged skin, depigmentation)
- Photo Aged Skin products
- Drugs used for hair growth
- Drugs used for fertility treatment
- Diagnostic tests and imaging
- Medical equipment
- Continuous Glucose Monitor/Transmitters/Sensors
- OTC Hyperglycemic products
- Inhaler assisting devices
- Non-Insulin Syringes with or without Needles
- Legend Vitamin D Preparations
- Standard Rx/OTC Equivalents
- Smoking Deterrents (OTC) (outside of the HCR ACA)
- Insulin pump supplies
- OTC Contraceptives (outside of the HCR ACA)
- Hair Growth Stimulants and products indicated only for cosmetic use
- Non-specialty Implantable medications
- Allergy Serums

435

436

437

Affordable Care Act Preventive medications that are covered at \$0 with a prescription

- Aspirin (generic over the counter 81 mg and 325 mg for males between age 45 and 79 or females between ages 55 and 79)
- Iron (generic prescription and over the counter oral formulations [syrups, drops, etc.] for ages 6 months through 12 months)
- Fluoride (generic prescription and over the counter oral formulations ([drops, chewable tabs] providing less than 0.5 mg per day. For ages 6 months through 5 years)
- Smoking Deterrents (generic and brand Chantix, for ages 18 and older)
- Contraceptives (prescription and over the counter generics and brands without generics* including oral, injectable, implants, diaphragms/cervical caps – females through age 50)
- Vaccines (Vaccines prescribed for prevention of vaccine preventable diseases. Coverage includes vaccines recommended for travel and rabies.)
- Vitamin D (generic prescription and over the counter Vitamin D containing 1,000 IU or less and Vitamin d/Calcium combinations containing Vitamin D2 or D3. For ages 65 and over)
- Bowel Preparations (generic and brands without generic equivalents for members between 50 and 75 years of age)

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439

440

Effective July 2015 Co-pays will apply to the coinsurance Max OOP (COOP)

441

442 This summary does not contain all terms and conditions of your prescription drug coverage. It is
443 a guide and not an all inclusive list of the products your plan covers/doesn't cover. Certain drugs
444 may require a Prior Authorization for which your doctor will need to provide additional
445 information to determine coverage. Coverage for certain medications may require prior use of
446 another medication first. Some medications may be subject to a quantity limit based on
447 manufacturer recommendations for general prescribing. For more detailed information regard
448 drug coverage please contact an Express-Scripts representative using the telephone number
449 located on your prescription benefit ID card. You can also register online at Express Scripts.com
450 to obtain more information on drug coverage and your cost under your plan, or download the
451 Express-Scripts mobile app. on your mobile device.

452

453 *Brands that also have a generic equivalent may also be covered in cases of medical necessity.

454

455 Prescription benefits are administered by Express-Scripts

456

457

L — VISION INSURANCE

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460 A vision plan will be provided. The Board shall pay one hundred percent (100%) of the cost of
461 the premium.

462

463

M – LIFE INSURANCE

464

465

466 The Board will pay the total cost of group-term life insurance for each Member of the bargaining
467 unit in an amount equal to his/her current annual salary exclusive of supplemental, (rounded to

468 the nearest one thousand dollars), including double indemnity for accidental death and
469 dismemberment. Settlement of Life and Accidental Death and Dismemberment claims shall be
470 made in a lump sum.

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N – DENTAL PROGRAM

1. The Board agrees to pay for a full-coverage family dental health care program for full-time Members.
2. Dental coverage shall be provided to all Members and dependents based upon the following levels of coverage:

Maximum:	\$2,500 per person per calendar year
Deductible:	\$25 single/\$50 family
Orthodontics:	\$1,500 lifetime

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Class I – 100% Preventive and Maintenance charges

Class II – 80% Extractions, infections, oral surgery, repair work

Class III – 60% Inlays, crowns, apicoectomy, periodontia

Class IV – 60% Orthodontics

The benefits are payable on a UCR basis.

491
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494

O – ENROLLMENT – ELIGIBILITY

1. Enrollment to participate in health care plans K, L, M, and N above, must be made through the Treasurer of the Board by the end of the first full week of school.
2. All full-time certificated/licensed Members may receive all employer-paid benefits for which they are eligible. Eligibility shall be described as: married Members are eligible for family plans; single Members are eligible for single plans; single Members who have minor dependents are eligible for family plans. Members who are eligible for benefits but who do not wish to utilize the employer-provided benefits because of other insurance coverages may sign a waiver authorizing the Treasurer of the Board to exclude them from the fringe benefit coverage.

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If both spouses are employed by the Norwalk City Schools, each employee shall be covered by single coverage if no dependents are involved. Any out-of-pocket expenses in excess of those that would be incurred if two such employees were covered by a family policy will be fully reimbursed by the Board.

510 Any employee who is eligible for either family or single medical coverage may elect to
511 receive a stipend in lieu of participation in such coverage. The stipend shall be equal to
512 twenty percent (20%) of the annual single or family premium (whichever is applicable)
513 and shall be based upon the premium in effect as of the first day of July for any given
514 school year. Part-time employees and husbands/wives both employed by Norwalk City
515 Schools shall not be eligible for this stipend. An employee will have two (2) options for
516 receipt of this stipend: 1) a lump sum payment in June of each fiscal year, or 2) the
517 stipend may be equally divided into quarterly payments throughout a given school year.
518 This stipend shall not be subject to STRS contributions.

- 519
- 520 3. It shall be the responsibility of each Member covered by the Board-provided benefits to
521 notify the Treasurer within ten (10) days of any change in marital or dependent status.
522
- 523 4. Certificated/licensed Members who are employed for less than full-time teaching
524 assignments, except substitutes, are eligible for benefits as described above. The
525 employer's portion of such benefits for less than full-time certificated/licensed Members
526 shall be computed in proportion to the time for which they are employed.
527
- 528 5. Certificated/licensed Members who are on suspension because of a reduction in force and
529 certificated/licensed Members on a leave of absence may participate in the health care
530 fringe coverages allowed by the carriers. Those persons who elect to participate must
531 submit the total monthly premium to the Treasurer fifteen (15) days in advance of the due
532 date.
533

534

535 **P — REIMBURSEMENT FOR COLLEGE CREDIT**

536

537 The Board agrees to compensate Members for actual cost up to a maximum of Two Hundred
538 Dollars (\$200.00) per semester hour and One Hundred Fifty Dollars (\$150.00) per quarter hour
539 for a maximum of six (6) semester hours or nine (9) quarter hours per school year. A school year
540 is defined as the period of time beginning July 1 and ending June 30.

541

542 Applications for tuition reimbursement shall require approval of the Superintendent prior to the
543 first meeting of the class.
544

545 **QUALIFICATIONS:**

546

- 547 1. To qualify for approval and compensation, a Member must request a course which is
548 specifically offered for the purpose of gaining new knowledge, improving, expanding, or
549 reviewing existing knowledge of methods, psychology, or curriculum content that is
550 directly related to his/her teaching assignments or area(s) of certification/license and
551 meets the requirements of the Member's approved Individual Professional Development
552 Plan (IPDP). All such knowledge as described herein shall be gained for the purpose of
553 improving classroom instruction quality and for the promotion of improved learning
554 opportunities in the Member's specific instructional assignment or area of
555 certification/license. Course work outside the provisions of this Article shall be in
556 accordance with Item 4 outlined below under Procedure. All such coursework must be

557 offered by a school which is accredited by the Ohio Department of Certification (those
558 which are approved for renewal of teaching certificates/licenses).

559
560 2. Courses which are offered specifically for the purpose of extending certification/license
561 to supervisory, administrative, guidance, or any certification/license other than classroom
562 teacher is not within the intent of this Agreement and shall not be approved for
563 reimbursement. However, courses under this category which are requirements for many
564 different graduate programs leading to degrees or certification/license in classroom
565 instruction, or for general courses not leading to a specific degree but related to the
566 Member's area of certification/license, or are a part of a university core curriculum, may
567 be considered for reimbursement.

568
569 3. **NATIONAL BOARD CERTIFICATION**
570
571 Teachers who wish to pursue National Board Certification may apply for reimbursement
572 of required fees on a one time only basis. No more than five (5) teachers may receive
573 this reimbursement in any one (1) contract year.

574
575 **PROCEDURE:**

576
577 1. The amount of money available for tuition reimbursement shall be Sixty Thousand
578 Dollars (\$60,000.00) per year. The money in the tuition reimbursement fund will be
579 divided equally into two (2) segments. One half of the money will cover applications for
580 the time period of July 1 – December 31 and the second half of the money will cover the
581 time period of January 1 – June 30. Any money left from the first segment will be
582 carried over to the second segment.

583
584 2. Application forms are available in the offices of the Principals.

585
586 3. All applications for tuition reimbursement will be approved on a first come/first served
587 basis utilizing the date the application is submitted by the Member. Applications for
588 reimbursement cannot be submitted more than one (1) month before the beginning of
589 each half of the funding year—June 1 for the first half of the year and December 1 for the
590 second half of the year. As applications are approved, the reimbursement amount shall
591 be encumbered and a waiting list shall be developed for all applications in excess of
592 available funds.

593
594 4. The Member shall forward the application to the Superintendent. Application for courses
595 outside the intent of this Agreement shall be accompanied with a description of the
596 course and a brief plan as to how it will be used in classroom instruction.

597
598 5. Upon receipt, the Superintendent will review the application.

599
600 6. The Superintendent shall approve or disapprove the application based on the course work
601 requested as such request pertains to the confines of the existing agreement. All requests,
602 approved or disapproved, will be returned promptly to the Member.

603

- 604 7. Members receiving disapproval should contact the Superintendent if they have any
605 questions regarding the decision.
606
- 607 8. Approval for tuition reimbursement for a specific course cannot be transferred to a
608 different course or the same course in a different semester or quarter.
609
- 610 9. The Member must receive a grade of “C” or better, and/or if taking a pass/fail course,
611 receive a passing grade, to be eligible for reimbursement.
612
- 613 10. Upon successful completion of the approved course or courses, evidence of transcript(s),
614 and a receipt of the actual cost of the course or courses, reimbursement will be made
615 within the following two (2) pay periods.
616
617

618 Q — SUBSTITUTING

- 619
- 620 1. Reimbursement for substituting for another teacher that was not part of the planned
621 schedule will be at the “hourly rate for members” as designated on the salary schedule.
622 Payment shall be made at the end of each semester.
623
- 624 2. All certificated/licensed Members at the elementary level will have the option during the
625 first week of school of being granted a supplemental Preferred Substitute Contract to
626 allow them to be first whenever they are assigned responsibility for any students during
627 their preparation and/or conference time (that time when their classes are normally
628 scheduled for library, physical education, art, or music).
629
- 630 3. All certificated/licensed Members at the secondary level will have the option during the
631 first week of school of being granted a supplemental Preferred Substitute contract to
632 allow them to be paid for substituting during their conference period.
633
- 634 4. Whenever the need for such a substitute arises as a result of the Board’s inability to
635 obtain an outside substitute (a teacher not in the regular full-time employ of the Board), it
636 is agreed that the Board and its agents shall call upon Members to substitute in the
637 following order and manner:
638
- 639 a. The Board and its agents will first attempt to obtain a substitute from those
640 Members who have signed “Preferred Substitute” supplemental contracts to
641 substitute as needed, with first priority to those Members on the Preferred
642 Substitute List who are certified/licensed in the subject matter area(s) of the class
643 requiring a substitute. In the event no such certified/licensed Member is available
644 from the Preferred Substitute List, the Board and its agents shall then seek to
645 obtain a substitute from the balance of the Preferred Substitutes who are not so
646 certified/licensed. Opportunity to substitute shall be offered to Members within
647 each group (i.e., certified/licensed in subject matter and not certified/licensed in
648 subject matter) on a rotation basis. A Member who has signed a Preferred
649 Substitute contract may not decline to substitute unless such Member has a
650 previously scheduled meeting or conference.
651

- 652 b. In the event no outside substitute and no Preferred Substitute is available, the
653 Board or its agents shall call upon any available Member who declined to sign a
654 Preferred Substitute Supplemental Contract to monitor in the class or study hall
655 for which no substitute could be obtained. Opportunity shall be offered to
656 Members within each group (i.e., certified/licensed in subject matter and not
657 certified/licensed in subject matter) on a rotation basis. A Member who is called
658 upon to substitute shall not decline to substitute unless such Member has a
659 previously scheduled meeting or conference.
660
- 661 c. A Member who has not signed a Preferred Substitute Supplemental Contract to
662 substitute during the school day shall not be required to substitute or monitor
663 during his/her conference period except in accordance with the provisions of this
664 section.
665
- 666 d. Students will not be sent to study halls or other classes as a means of dealing with
667 the absence or unavailability of their regular teacher, unless and until the Board
668 and its agents have exhausted all efforts to obtain a substitute.
669
- 670 5. No bargaining unit member shall be pulled away from his/her regular classroom
671 assignment to serve as a substitute for an absent employee.
672
- 673 6. This provision shall apply only in instances in which a Member substitutes for less than
674 ten (10) consecutive workdays. After ten (10) days, Members shall be compensated as
675 provided in Part I, Article Y.
676
677

678 **R — JURY DUTY/SUBPOENAED WITNESS**

679

- 680 1. The full pay of the Member shall be allowed for such service provided the check received
681 by the Member for jury service is endorsed payable to the Board.
682
- 683 2. Time taken off for jury duty shall not be charged against sick leave or personal leave.
684
- 685 3. Payment will be made only when a Member presents certification from the Court that the
686 Member served or was called for possible selection/service. If a Member reports for jury
687 duty and is not needed, he/she should report back to their building for work.
688
- 689 4. The request for exemption from jury duty shall rest solely with the Member.
690
- 691 5. Time taken off to present testimony as a subpoenaed witness shall not be charged against
692 personal leave if the Member's testimony is required by reasons of such Member's
693 course of employment and the cause of action is not brought by the Norwalk Teachers'
694 Association or any individual or group of individuals on behalf of the Association in
695 which the Board is a party defendant.
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S — BOARD PAID MILEAGE

Members shall receive reimbursement for authorized use of their automobiles. All mileage reimbursement shall be at the IRS-approved limit in effect.

All indistrict mileage shall conform to the mileage chart available in each building.

T — STRS “PICKUP”

The Board shall assume and pay to STRS the Member’s contribution required from time to time under Section 3307.51. These contributions which are “picked up” by the Board shall be paid by the Board in lieu of contributions by the Members. No Member shall have the right to receive the contributed amounts directly instead of having them paid by the Board to STRS. However, each Member’s compensation shall be restated and reduced in an amount equal to the contributed amounts from time to time.

U — AGENCY SHOP

1. The Board shall deduct from the pay of Members of the bargaining unit who elect not to become or to remain Members of the Norwalk Teachers’ Association, a fair share fee for the Association’s representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association’s work in the realm of collective bargaining.
2. Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
3. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit Members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit Members.
4. The Treasurer of the Board shall, upon notification from the Association that a Member has terminated membership, commence the deduction of the fair share fee with respect to the former Member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
5. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit Members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

- 747 6. The Association represents to the Board that an internal rebate procedure has been
748 established in accordance with Section 4117.09(C) of the Revised Code and that a
749 procedure for challenging the amount of the representation fee has been established and
750 will be given to each Member of the bargaining unit who does not join the Association
751 and that such procedure and notice shall be in compliance with all applicable state and
752 federal laws and the Constitutions of the United States and the State of Ohio.
753
- 754 7. Upon timely demand, non-members may apply to the Association for an advance
755 reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the
756 Association.
757
- 758 8. The Association agrees to indemnify the Board for any cost or liability, including
759 punitive damages, incurred as a result of the implementation and enforcement of this
760 provision provided that:
761
- 762 a. The Board shall give a ten (10) day written notice of any claim made or action
763 filed against the employer by a non-member for which indemnification may be
764 claimed;
765
- 766 b. The Association shall reserve the right to designate counsel to represent and
767 defend the employer;
768
- 769 c. The Board agrees to (1) give full and complete cooperation and assistance to the
770 Association and its counsel at all levels of the proceeding, (2) permit the
771 Association or its affiliates to intervene as a party if it so desires, and/or (3) to not
772 oppose the Association or its affiliates' application to file briefs amicus curiae in
773 the action;
774
- 775 d. The Board acted in good faith compliance with the fair share fee provision of this
776 Agreement; however, there shall be no indemnification of the Board if the Board
777 intentionally or willfully fails to apply (except due to court order) or misapplies
778 such fair share fee provision herein.
779
- 780 9. The above fair share fee provision shall be an exclusive right of the Association not
781 granted to any other employee organization seeking to represent employees in the
782 bargaining unit represented by the Association.
783
784

785 V — SECTION 125 ACCOUNT

786

787 A Section 125 flexible spending account shall be available to each employee. Participation in
788 such account shall be at the option of each individual employee. The Board shall pay the
789 administrative costs of such plan and the individual employee will pay such “filing fees” as may
790 be required.
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W — INSURANCE PARTICIPATION

An insurance committee composed of NTA representatives and Board representatives shall meet on a regular basis to discuss insurance issues. At a minimum this committee shall meet on a quarterly basis between meetings of the Huron/Erie Insurance Consortium’s Executive Committee and Board of Trustees.

The Superintendent shall notify the NTA president, or designee, of the time, date, and location of all meetings of the Huron/Erie Insurance Consortium’s Board of Trustees. In addition, the Superintendent shall secure a substitute at Board expense, if needed, for the designated NTA representative should consortium meetings be scheduled during the school day.

X — FREE TUITION FOR DEPENDENTS

Dependents of bargaining unit members may attend the Norwalk City Schools grades K-12 tuition-free, regardless of place of residence.

Y — TEACHING IN LIEU OF CONFERENCE PERIOD

The Administration may request that a member of the bargaining unit teach a class or supervise a study hall as part of the planned building schedule during his/her conference period subject to the following conditions:

- 1. All such requests shall be strictly optional and no employee may be required to waive his/her conference period.
- 2. An employee who agrees to teach a class or supervise a study hall in lieu of his/her conference period shall be compensated based upon the schedule below:
 - a. Supervision of study hall: same as “hourly rate for members” as designated on salary schedule.
 - b. Teaching a class: Based on years of experience, per period taught, as follows:

0-4 years	\$22.41
5-9 years	\$25.59
10-14 years	\$28.80
15-20 years	\$33.74
21 – over years	\$40.03

- 3. A form shall be signed by an employee who agrees to teach/supervise in lieu of having a conference period. The form is included in said contract under Appendix B.

- 834 4. The need for and duration of such assignment shall be determined by the administration
835 and shall be shared with the employee prior to the employee waiving his/her conference
836 period.
837
- 838 5. Any such assignments shall be for a maximum of one (1) school year.
839
- 840 6. This Article doesn't govern situations covered by Part I, Article Q.
841
- 842 7. Only Norwalk City School certified/licensed employees (teachers) will be hired to
843 supervise any of the Virtual Learning Academy or any electronic learning courses (VLA)
844 during their conference period offered by Norwalk City Schools.
845
846

847 **YY — VIRTUAL LEARNING ACADEMY/ELECTRONIC LEARNING (VLA)**
848 **IN CONFERENCE PERIOD**
849

- 850 1. All supervision of VLA coursework offered at Norwalk City Schools will be considered a
851 teaching or classroom situation. Compensation will be in accordance with the Negotiated
852 Agreement, Part I, Section Y – Teaching in Lieu of Conference Period (teaching a class).
853
- 854 2. Norwalk City School employees (teachers) who supervise VLAs must be
855 certified/licensed within the Norwalk City School District. However, these employees
856 (teachers) need not be certified in the area of the coursework being completed by students
857 attending the classes.
858
- 859 3. “Teacher of Record” positions in VLA courses are different/separate positions from VLA
860 positions. The “Teacher of Record” for VLA must be certified or licensed in the area
861 he/she is grading and supporting.
862
- 863 4. The “Teacher of Record” shall be paid or compensated at the member rate per negotiated
864 contract. The hours associated with the position shall include preparation, grading, and
865 issuance of final grades per classroom credit. The “Teacher of Record” must submit
866 regular time sheets to the Treasurer’s office for timely reimbursement.
867
- 868 5. Norwalk City School certified/licensed employees who supervise VLA classrooms may
869 also hold the position of “Teacher of Record.” Appropriate monitoring and support of
870 students through electronic (computer) devices may be conducted during the class period.
871
- 872 6. Assignments for VLA staff, when assigned in lieu of conference periods, will utilize and
873 consider the prior experience (seniority) of the teacher as a “teacher of record” of the
874 electronic classroom as the number one criteria before assigning a position. In the event
875 of a tie with VLA experience, overall teaching experience in the Norwalk City School
876 District shall be considered prior to making the assignment. The final criterion shall be
877 the overall teaching experience and availability of the staff member before making the
878 teaching assignment.
879
- 880 7. The need for, and duration of, such an assignment shall be determined by the
881 Administration and shared with the employee who is waiving his or her conference

882 period because of the dependency and participation of the students in need of credit
883 recovery.

884
885 8. Further requirements/changes regarding the teaching staff (certified or licensed)
886 supporting VLA shall be done only after conferring with the NTA and obtaining their
887 agreement.

888
889

890 **Z — LABOR MANAGEMENT COMMITTEE**

891
892 Up to three (3) representatives of the Association and up to three (3) representatives of the
893 Administration shall meet at least once each semester at a time convenient to both parties for the
894 purpose of reviewing the administration of this Agreement and to resolve other problems that
895 may arise. The Committee Co-Chairs may agree to have the Committee meet more than once
896 per semester as the need arises. These meetings are not intended for the purpose of negotiation
897 or to bypass the grievance procedure. Each party will submit to the other, no later than one (1)
898 day prior to the meeting, an agenda of the matters it wishes to discuss. The meeting may be
899 postponed or cancelled by mutual agreement.

900

901 **PART II**

902

903 **A — SALARY**

904
905 The BA base salary shall be increased by 1.75% for the 2022-2023 school year, 1.75% for the
906 2023-2024 school year, and 2.0% for the 2024-2025 school year.

907
908 The teacher salary index shall remain the same.

909
910 When the District experiences a premium holiday, employees will also receive the benefits.

911
912 A longevity pay bonus of One Thousand Five Hundred Dollars (\$1,500.00) shall be paid to an
913 employee each year beginning with the employee's thirtieth (30th) year of experience. The bonus
914 shall not be cumulative, but will remain at One Thousand Five Hundred Dollars (\$1,500.00) each
915 year.

916
917 In compliance with applicable ESSER laws, rules, and regulations, lump sum stipends shall be
918 paid to Members for the additional work related to the COVID-19 pandemic and its effect on the
919 educational environment of our schools; additional safety protocols that have been and continue
920 to be implemented; additional learning services provided to our students to address student
921 learning loss and to provide continuity of service to students; and to encourage retention of
922 current employees. These lump sum stipend amounts shall be as follows, and shall be payable
923 on August 15th of each year:

924

925	2022-2023 school year	-	\$750.00
926	2023-2024 school year	-	\$750.00
927	2024-2025 school year	-	\$500.00

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B-1
NORWALK CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
 EFFECTIVE JULY 1, 2022

	BASE 1.0175	\$37,307					
	<u>BA</u>		<u>150 HRS</u>	<u>MASTER</u>	<u>MA+15*</u>	<u>MA+30*</u>	<u>MA+45*</u>
Step 0	\$38,538 1.0330		\$38,799 1.0400	\$41,411 1.1100	\$43,276 1.1600	\$45,216 1.2120	\$47,268 1.2670
Step 1	\$39,769 1.0660		\$40,515 1.0860	\$43,276 1.1600	\$45,216 1.2120	\$47,268 1.2670	\$49,432 1.3250
Step 2	\$41,038 1.1000		\$42,232 1.1320	\$45,141 1.2100	\$47,156 1.2640	\$49,320 1.3220	\$51,596 1.3830
Step 3	\$42,232 1.1320		\$43,948 1.1780	\$47,007 1.2600	\$49,096 1.3160	\$51,372 1.3770	\$53,759 1.4410
Step 4	\$43,873 1.1760		\$45,664 1.2240	\$48,872 1.3100	\$51,036 1.3680	\$53,424 1.4320	\$55,923 1.4990
Step 5	\$45,515 1.2200		\$47,380 1.2700	\$50,738 1.3600	\$52,976 1.4200	\$55,476 1.4870	\$58,087 1.5570
Step 6	\$47,156 1.2640		\$49,096 1.3160	\$52,603 1.4100	\$54,916 1.4720	\$57,527 1.5420	\$60,251 1.6150
Step 7	\$48,798 1.3080		\$50,812 1.3620	\$54,468 1.4600	\$56,856 1.5240	\$59,579 1.5970	\$62,415 1.6730
Step 8	\$50,439 1.3520		\$52,528 1.4080	\$56,334 1.5100	\$58,796 1.5760	\$61,631 1.6520	\$64,578 1.7310
Step 9	\$52,081 1.3960		\$54,244 1.4540	\$58,199 1.5600	\$60,736 1.6280	\$63,683 1.7070	\$66,742 1.7890
Step 10	\$53,722 1.4400		\$55,961 1.5000	\$60,064 1.6100	\$62,676 1.6800	\$65,735 1.7620	\$68,906 1.8470
Step 11	\$55,364 1.4840		\$57,677 1.5460	\$61,930 1.6600	\$64,616 1.7320	\$67,787 1.8170	\$71,070 1.9050
Step 12	\$57,005 1.5280		\$59,393 1.5920	\$63,795 1.7100	\$66,556 1.7840	\$69,839 1.8720	\$73,234 1.9630
Step 13	\$58,647 1.5720		\$61,109 1.6380	\$65,660 1.7600	\$68,496 1.8360	\$71,891 1.9270	\$75,397 2.0210
Step 14	\$60,288 1.6160		\$62,825 1.6840	\$67,526 1.8100	\$70,436 1.8880	\$73,942 1.9820	\$77,561 2.0790
Step 18	\$61,930 1.6600		\$64,541 1.7300	\$69,391 1.8600	\$72,376 1.9400	\$75,994 2.0370	\$79,725 2.1370

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Step 21	\$63,571 1.7040	\$66,257 1.7760	\$71,256 1.9100	\$74,316 1.9920	\$78,046 2.0920	\$81,889 2.1950
Step 24	\$65,213 1.7480	\$67,973 1.8220	\$73,122 1.9600	\$76,256 2.0440	\$80,098 2.1470	\$84,053 2.2530
Step 27	\$66,854 1.7920	\$69,689 1.8680	\$74,987 2.0100	\$78,195 2.0960	\$82,150 2.2020	\$86,216 2.3110

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Hourly Rate for Members - \$25.03

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Said rate shall be increased by the percentage increase applied to BA, Step 0, indexed at .0006709.

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Study table rate stipend shall be at the Member rate per session.

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B-2
NORWALK CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
EFFECTIVE JULY 1, 2023

	BASE 1.0175	\$37,960					
	<u>BA</u>		<u>150 HRS</u>	<u>MASTER</u>	<u>MA+15*</u>	<u>MA+30*</u>	<u>MA+45*</u>
Step 0	\$39,213 1.0330		\$39,478 1.0400	\$42,135 1.1100	\$44,033 1.1600	\$46,007 1.2120	\$48,095 1.2670
Step 1	\$40,465 1.0660		\$41,224 1.0860	\$44,033 1.1600	\$46,007 1.2120	\$48,095 1.2670	\$50,297 1.3250
Step 2	\$41,756 1.1000		\$42,971 1.1320	\$45,931 1.2100	\$47,981 1.2640	\$50,183 1.3220	\$52,499 1.3830
Step 3	\$42,971 1.1320		\$44,717 1.1780	\$47,829 1.2600	\$49,955 1.3160	\$52,271 1.3770	\$54,700 1.4410
Step 4	\$44,641 1.1760		\$46,463 1.2240	\$49,727 1.3100	\$51,929 1.3680	\$54,359 1.4320	\$56,902 1.4990
Step 5	\$46,311 1.2200		\$48,209 1.2700	\$51,625 1.3600	\$53,903 1.4200	\$56,446 1.4870	\$59,104 1.5570
Step 6	\$47,981 1.2640		\$49,955 1.3160	\$53,523 1.4100	\$55,877 1.4720	\$58,534 1.5420	\$61,305 1.6150
Step 7	\$49,652 1.3080		\$51,701 1.3620	\$55,421 1.4600	\$57,851 1.5240	\$60,622 1.5970	\$63,507 1.6730
Step 8	\$51,322 1.3520		\$53,448 1.4080	\$57,319 1.5100	\$59,825 1.5760	\$62,710 1.6520	\$65,709 1.7310
Step 9	\$52,992 1.3960		\$55,194 1.4540	\$59,217 1.5600	\$61,799 1.6280	\$64,798 1.7070	\$67,910 1.7890
Step 10	\$54,662 1.4400		\$56,940 1.5000	\$61,115 1.6100	\$63,773 1.6800	\$66,885 1.7620	\$70,112 1.8470
Step 11	\$56,332 1.4840		\$58,686 1.5460	\$63,013 1.6600	\$65,746 1.7320	\$68,973 1.8170	\$72,314 1.9050
Step 12	\$58,003 1.5280		\$60,432 1.5920	\$64,911 1.7100	\$67,720 1.7840	\$71,061 1.8720	\$74,515 1.9630
Step 13	\$59,673 1.5720		\$62,178 1.6380	\$66,809 1.7600	\$69,694 1.8360	\$73,149 1.9270	\$76,717 2.0210
Step 14	\$61,343 1.6160		\$63,924 1.6840	\$68,707 1.8100	\$71,668 1.8880	\$75,236 1.9820	\$78,919 2.0790
Step 18	\$63,013 1.6600		\$65,671 1.7300	\$70,605 1.8600	\$73,642 1.9400	\$77,324 2.0370	\$81,120 2.1370

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Step 21	\$64,684 1.7040	\$67,417 1.7760	\$72,503 1.9100	\$75,616 1.9920	\$79,412 2.0920	\$83,322 2.1950
Step 24	\$66,354 1.7480	\$69,163 1.8220	\$74,401 1.9600	\$77,590 2.0440	\$81,500 2.1470	\$85,524 2.2530
Step 27	\$68,024 1.7920	\$70,909 1.8680	\$76,299 2.0100	\$79,564 2.0960	\$83,588 2.2020	\$87,725 2.3110

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955 Hourly Rate for Members - \$25.47

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957 Said rate shall be increased by the percentage increase applied to BA, Step 0, indexed at .0006709.

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959 **Study table rate stipend shall be at the Member rate per session.**

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B-3
NORWALK CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
 EFFECTIVE JULY 1, 2024

BASE 1.02	<u>BA</u>	<u>150 HRS</u>	<u>MASTER</u>	<u>MA+15*</u>	<u>MA+30*</u>	<u>MA+45*</u>
	\$38,719					
Step 0	\$39,997 1.0330	\$40,268 1.0400	\$42,978 1.1100	\$44,914 1.1600	\$46,928 1.2120	\$49,057 1.2670
Step 1	\$41,275 1.0660	\$42,049 1.0860	\$44,914 1.1600	\$46,928 1.2120	\$49,057 1.2670	\$51,303 1.3250
Step 2	\$42,591 1.1000	\$43,830 1.1320	\$46,850 1.2100	\$48,941 1.2640	\$51,187 1.3220	\$53,548 1.3830
Step 3	\$43,830 1.1320	\$45,611 1.1780	\$48,786 1.2600	\$50,954 1.3160	\$53,316 1.3770	\$55,794 1.4410
Step 4	\$45,534 1.1760	\$47,392 1.2240	\$50,722 1.3100	\$52,968 1.3680	\$55,446 1.4320	\$58,040 1.4990
Step 5	\$47,237 1.2200	\$49,173 1.2700	\$52,658 1.3600	\$54,981 1.4200	\$57,575 1.4870	\$60,286 1.5570
Step 6	\$48,941 1.2640	\$50,954 1.3160	\$54,594 1.4100	\$56,994 1.4720	\$59,705 1.5420	\$62,531 1.6150
Step 7	\$50,645 1.3080	\$52,735 1.3620	\$56,530 1.4600	\$59,008 1.5240	\$61,834 1.5970	\$64,777 1.6730
Step 8	\$52,348 1.3520	\$54,516 1.4080	\$58,466 1.5100	\$61,021 1.5760	\$63,964 1.6520	\$67,023 1.7310
Step 9	\$54,052 1.3960	\$56,298 1.4540	\$60,402 1.5600	\$63,035 1.6280	\$66,093 1.7070	\$69,268 1.7890
Step 10	\$55,755 1.4400	\$58,079 1.5000	\$62,338 1.6100	\$65,048 1.6800	\$68,223 1.7620	\$71,514 1.8470
Step 11	\$57,459 1.4840	\$59,860 1.5460	\$64,274 1.6600	\$67,061 1.7320	\$70,353 1.8170	\$73,760 1.9050
Step 12	\$59,163 1.5280	\$61,641 1.5920	\$66,210 1.7100	\$69,075 1.7840	\$72,482 1.8720	\$76,006 1.9630
Step 13	\$60,866 1.5720	\$63,422 1.6380	\$68,146 1.7600	\$71,088 1.8360	\$74,612 1.9270	\$78,251 2.0210
Step 14	\$62,570 1.6160	\$65,203 1.6840	\$70,082 1.8100	\$73,102 1.8880	\$76,741 1.9820	\$80,497 2.0790
Step 18	\$64,274 1.6600	\$66,984 1.7300	\$72,017 1.8600	\$75,115 1.9400	\$78,871 2.0370	\$82,743 2.1370

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Step 21	\$65,977 1.7040	\$68,765 1.7760	\$73,953 1.9100	\$77,128 1.9920	\$81,000 2.0920	\$84,988 2.1950
Step 24	\$67,681 1.7480	\$70,546 1.8220	\$75,889 1.9600	\$79,142 2.0440	\$83,130 2.1470	\$87,234 2.2530
Step 27	\$69,385 1.7920	\$72,327 1.8680	\$77,825 2.0100	\$81,155 2.0960	\$85,259 2.2020	\$89,480 2.3110

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971 Hourly Rate for Members - \$25.98

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973 Said rate shall be increased by the percentage increase applied to BA, Step 0, indexed at .0006709.

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975 **Study table rate stipend shall be at the Member rate per session.**

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C — SUPPLEMENTARY SALARY INDEX
EFFECTIVE JULY 1, 2018

YEARS EXPERIENCE

CODE	0	1	2	3	6	9
1	0.2200	0.2310	0.2426	0.2547	0.2674	0.2801
2	0.1900	0.1995	0.2095	0.2200	0.2310	0.2420
3	0.1600	0.1680	0.1764	0.1852	0.1945	0.2038
4	0.1300	0.1365	0.1433	0.1505	0.1580	0.1655
5	0.1200	0.1260	0.1323	0.1389	0.1458	0.1527
6	0.1000	0.1050	0.1103	0.1158	0.1216	0.1274
7	0.0850	0.0893	0.0938	0.0985	0.1034	0.1083
8	0.0750	0.0788	0.0827	0.0868	0.0911	0.0954
9	0.0650	0.0683	0.0717	0.0753	0.0791	0.0829
10	0.0600	0.0630	0.0662	0.0695	0.0730	0.0765
11	0.0550	0.0578	0.0607	0.0637	0.0669	0.0701
12	0.0450	0.0473	0.0497	0.0522	0.0548	0.0574
13	0.0400	0.0420	0.0441	0.0463	0.0486	0.0509
14	0.0350	0.0368	0.0386	0.0405	0.0425	0.0445
15	0.0300	0.0315	0.0331	0.0348	0.0365	0.0382
16	0.0250	0.0263	0.0276	0.0290	0.0305	0.0320
17	0.0200	0.0211	0.0221	0.0232	0.0245	0.0259

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Supplemental Salary = Base X Index Number

NOTE: An individual shall be placed on Column 6 at the beginning of his/her seventh year in a specific position and on Column 9 at the beginning of his/her tenth year in a specific position.

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D-1
SUPPLEMENTARY SALARY SCHEDULE
EFFECTIVE JULY 1, 2022

YEARS EXPERIENCE

CODE	0	1	2	3	6	9
1	8,208	8,618	9,051	9,502	9,976	10,450
2	7,088	7,443	7,816	8,208	8,618	9,028
3	5,969	6,268	6,581	6,909	7,256	7,603
4	4,850	5,092	5,346	5,615	5,895	6,174
5	4,477	4,701	4,936	5,182	5,439	5,697
6	3,731	3,917	4,115	4,320	4,537	4,753
7	3,171	3,332	3,499	3,675	3,858	4,040
8	2,798	2,940	3,085	3,238	3,399	3,559
9	2,425	2,548	2,675	2,809	2,951	3,093
10	2,238	2,350	2,470	2,593	2,723	2,854
11	2,052	2,156	2,265	2,376	2,496	2,615
12	1,679	1,765	1,854	1,947	2,044	2,141
13	1,492	1,567	1,645	1,727	1,813	1,899
14	1,306	1,373	1,440	1,511	1,586	1,660
15	1,119	1,175	1,235	1,298	1,362	1,425
16	933	981	1,030	1,082	1,138	1,194
17	746	787	824	866	914	966

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Supplemental Salary = Base X Index Number

NOTE: An individual shall be placed on Column 6 at the beginning of his/her seventh year in a specific position and on Column 9 at the beginning of his/her tenth year in a specific position.

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D-2
SUPPLEMENTARY SALARY SCHEDULE
EFFECTIVE JULY 1, 2023

YEARS EXPERIENCE

CODE	0	1	2	3	6	9
1	8,351	8,769	9,209	9,668	10,151	10,633
2	7,212	7,573	7,953	8,351	8,769	9,186
3	6,074	6,377	6,696	7,030	7,383	7,736
4	4,935	5,182	5,440	5,713	5,998	6,282
5	4,555	4,783	5,022	5,273	5,535	5,796
6	3,796	3,986	4,187	4,396	4,616	4,836
7	3,227	3,390	3,561	3,739	3,925	4,111
8	2,847	2,991	3,139	3,295	3,458	3,621
9	2,467	2,593	2,722	2,858	3,003	3,147
10	2,278	2,391	2,513	2,638	2,771	2,904
11	2,088	2,194	2,304	2,418	2,540	2,661
12	1,708	1,796	1,887	1,982	2,080	2,179
13	1,518	1,594	1,674	1,758	1,845	1,932
14	1,329	1,397	1,465	1,537	1,613	1,689
15	1,139	1,196	1,256	1,321	1,386	1,450
16	949	998	1,048	1,101	1,158	1,215
17	759	801	839	881	930	983

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Supplemental Salary = Base X Index Number

NOTE: An individual shall be placed on Column 6 at the beginning of his/her seventh year in a specific position and on Column 9 at the beginning of his/her tenth year in a specific position.

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D-3
SUPPLEMENTARY SALARY SCHEDULE
EFFECTIVE JULY 1, 2024

YEARS EXPERIENCE

CODE	0	1	2	3	6	9
1	8,518	8,944	9,393	9,862	10,353	10,845
2	7,357	7,724	8,112	8,518	8,944	9,370
3	6,195	6,505	6,830	7,171	7,531	7,891
4	5,033	5,285	5,548	5,827	6,118	6,408
5	4,646	4,879	5,123	5,378	5,645	5,912
6	3,872	4,065	4,271	4,484	4,708	4,933
7	3,291	3,458	3,632	3,814	4,004	4,193
8	2,904	3,051	3,202	3,361	3,527	3,694
9	2,517	2,645	2,776	2,916	3,063	3,210
10	2,323	2,439	2,563	2,691	2,826	2,962
11	2,130	2,238	2,350	2,466	2,590	2,714
12	1,742	1,831	1,924	2,021	2,122	2,222
13	1,549	1,626	1,708	1,793	1,882	1,971
14	1,355	1,425	1,495	1,568	1,646	1,723
15	1,162	1,220	1,282	1,347	1,413	1,479
16	968	1,018	1,069	1,123	1,181	1,239
17	774	817	856	898	949	1,003

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Supplemental Salary = Base X Index Number

NOTE: An individual shall be placed on Column 6 at the beginning of his/her seventh year in a specific position and on Column 9 at the beginning of his/her tenth year in a specific position.

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E — SUPPLEMENTARY SALARY SCHEDULE CODE LIST

<u>POSITION</u>	<u>CODE</u>
Baseball, Head	3
Assistant Baseball (3)	7
Basketball, Head – Boys	2
Assistant Basketball — Boys (2)	5
Basketball, Head – Girls	2
Assistant Basketball — Girls (2)	5
Basketball, Girls – Freshman	5
Basketball, Boys – Freshman	5
Cheerleader Advisor – Fall	10
Assistant Cheerleader Advisor – Fall	15
Cheerleader Advisor – Winter	10
Assistant Cheerleader Advisor – Winter	15
Cross Country, Head	6
Assistant Cross Country (1)	9
E-Sports	10
Faculty Manager	6
Football, Head	2
Assistant Football (7)	5
Golf Head – Boys	5
Assistant Golf Boys	13
Golf Head – Girls	5
Assistant Golf Girls	13
Soccer, Head – Boys	3
Assistant Soccer (1)	6
Soccer, Head – Girls	3
Assistant Soccer (1)	6
Softball, Head	4
Assistant Softball (3)	7
Swimming, Head	5
Assistant Swimming	8
Tennis, Head – Boys	5
Assistant Tennis Boys (1)	8
Tennis, Head – Girls	5
Assistant Tennis — Girls (1)	8
Track, Head	5
Assistant Track (4) (at least 1 woman coach, if available)	8
Volleyball, Head	3
Assistant Volleyball (2)	6
Volleyball, Freshman	6
Wrestling, Head	3
Assistant Wrestling (2)	6
Conditioning Coach	13
Bowling Head – Boys	6
Bowling Head — Girls	6
Academic Team Advisor	11
Class Advisor, Senior	10

<u>POSITION</u>	<u>CODE</u>
Class Advisor, Junior	11
Class Advisor, Sophomore	15
Class Advisor, Freshman	16
Robotics Club Advisor	10
Robotics Advisor HS/Middle/Main St.	10
Robotics Assistant	13
Marching Band and Pep Band	4
Assistant Marching Band	7
National Honor Society Advisor	16
Newspaper Advisor	9
Student Council Advisor, High School	10
High School Musical Performance/Drama Advisor	10
High School Music Performance Advisor (2)	14
High School Majorette Advisor	10
Vocal Music Ensemble	8
Yearbook Advisor, High School	9
High School Art Club Advisor	15
Key Club	14
Shadow	16
Middle School Athletic Director	6
Middle School Basketball — Boys (2)	7
Middle School Basketball — Girls (2)	7
Middle School Cheerleader Advisor, Fall	15
Middle School Cheerleader Advisor, Winter	15
Middle School Cross Country	10
Assistant Cross Country	13
Middle School Football (4)	7
Middle School Track (4)	10
Middle School Volleyball (2)	7
Middle School Wrestling (1)	7
Middle School Academic Challenge Team Advisor (2)	16
Middle School Art Club Advisor	15
Middle School Marching Band	11
Middle School Student Council	14
Middle School Yearbook Advisor	14
Academic Challenge Team Advisor (Main Street School) (2)	16
Student Council Advisor (Main Street School)	16
Elementary Safety Patrol	16

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1040 **F – WORKING AS A RETIREE – RETIREMENT INCENTIVE**

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1. After August 1, 2009, an employee who retires with exactly thirty (30) years in STRS shall have the right to be rehired as a retiree for one (1) year in the school year immediately following his/her retirement. To be eligible, the employee must retire after the end of the school year and must notify the Board on or before April 1 of his/her desire to work as a retiree for one (1) year at the time of submitting his/her notification of retirement.
2. The one (1) year employment contract of the retiree as prescribed in paragraph 1 above shall be automatically nonrenewed without action of the Board, and the parties agree that this provision supersedes all employment rights granted to teachers under ORC Sections 3319.11 and 3319.111.
3. During this one (1) year of additional employment as a retiree who retires with exactly thirty (30) years in STRS, the employee shall remain on the salary schedule at the step he/she was placed prior to retirement and shall be eligible for insurance benefits granted to full-time members of the NTA bargaining unit. The provisions of Part III, Section Q, paragraphs 3 and 6 shall not apply to such employees during this one (1) year of employment.
4. As a one-time exception to the “exactly thirty (30) years in STRS” eligibility requirement, members of the bargaining unit who have thirty (30) or more years in STRS and who retire prior to August 1, 2009, shall also be eligible to be reemployed as a retiree for one (1) year under the above terms and conditions of employment.

PART III

A — EMPLOYMENT REQUIREMENTS

1. An applicant must have completed a four-year course or be a graduate of a teacher training institution and hold at least a four-year provisional certificate/license. However, when properly qualified and trained persons are not available, the Superintendent may recommend for appointment on a temporary basis, teachers with less than a degree and a four-year provisional certificate/license with the understanding that such teacher will meet the requirements for a degree at the earliest opportunity.
2. Any physical and/or mental examination required by the Board, except as may be required pursuant to Section E (Sick Leave), Section F (Unpaid Leave), and G (Assault Leave) shall be at Board expense.

B — REGULATIONS

Members shall strictly adhere to the rules and regulations promulgated by the Board. Such rules and regulations shall include but not be limited to the following:

1. Each Member is responsible to the Superintendent through the building Principal. The Principal is responsible for determining and administering the rules and regulations for the building(s) under the authority of the Superintendent.
2. The Board will consider as breach of contract:
 - a. Failure to carry out duties assigned by the building Principal or Superintendent in accordance with the provisions.
 - b. Absence from assigned work which is not authorized by law, these regulations, or the Superintendent.
 - c. Engagement in work which interferes with work contracted for with the Board, including working for another agency, company, etc., while on leave, unless specific permission to do so is granted by the Superintendent.
 - d. Refusal to apply for the renewal of areas of certification/license in positions currently held or positions held within the last five (5) years after being so directed by the Superintendent.
3. The Members will be held responsible for careful supervision and guidance of the students in their care, and the supervision and protection of books, equipment, buildings, and grounds.
4. All Members shall be on duty prior to the start of school and after dismissal of school at times adopted by the Board. Except in cases of urgent necessity, the Members' work day shall be a total of seven (7) hours and forty-five (45) minutes, including a thirty-minute (30) uninterrupted lunch period, or until, for all Members assigned to bus duty, all students awaiting Board provided transportation have been loaded on buses at the close of the school day, whichever last occurs.

Any Member whose schedule precludes adequate time during the day for use of restroom facilities, or, any Member having unique medical needs which necessitate more frequent use of the restroom facilities, should arrange with the building Principal for (a) specific time(s) throughout the day when the teacher will be relieved of teaching duties to use the restroom facilities.

It shall be possible for a certificated/licensed employee to adjust his/her work day specifically as it relates to duty time prior to the start of school (the student day) and after dismissal of school provided, however, that the total time for a given day shall equal seven (7) hours and forty-five (45) minutes.

1132 Such adjustment will be subject to the following regulations:

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a. Teachers at the elementary level (K-6) shall have the following work day options:

- 8:00 a.m. to 3:45 p.m.
- 8:15 a.m. to 4:00 p.m.

Teachers at the middle school and high school (7-12) shall have the following work day options:

- 7:00 a.m. to 2:45 p.m.
- 7:15 a.m. to 3:00 p.m.

b. Teachers may not use an early option on a day it would interfere with an assigned duty, a previously scheduled staff meeting, or a parent and/or student conference.

c. The early option may only be used by a maximum of fifty percent (50%) of the staff in a given school building on a given school day. Increases above the fifty percent (50%) can be made with approval of the Superintendent. The NTA will be notified of any such increases, or refusal of same.

d. The early option may be utilized on a semester basis. Occasional work day adjustment may be worked out between an individual employee and his/her building principal.

e. Misuse of this work day adjustment provision will cause an employee to lose the early work schedule option for the balance of the school year.

5. Members are expected to be available for meetings with either students or parents during regular planning, preparation, and conference periods or after class within the normal seven (7) hour forty-five (45) minute day, unless other arrangements are made during a time agreed upon by the Member. Conferences and meetings with building Principals will be held during the seven (7) hour and forty-five (45) minute day. All Members shall attend meetings called by the administration as a regular part of their teaching duties unless otherwise excused by the administration.

For meetings which extend beyond or occur outside of the seven (7) hour and forty-five (45) minute workday, Members shall be excused by their building principals, provided the member has a previous commitment which cannot be changed or cancelled, and the Member has given notice to the Principal prior to the meeting.

Monthly staff meetings will be scheduled at the beginning of the school year. Other meetings may arise in order to deal with emergencies and other important matters and will be scheduled as needed.

6. Neatness and orderliness in the room and buildings are the responsibility of the Member as well as the custodian.

- 1180 7. Where applicable, each Member must have available at all times general lesson plans,
1181 daily programs, seating charts, attendance records, grades, and the student register.
1182
- 1183 8. Lesson plans, daily schedules, seating charts, and attendance records must be available
1184 for substitutes.
1185
- 1186 9. Each building Principal shall develop a duty schedule for all duties and assignments
1187 which fall within the seven (7) hour and forty-five (45) minute day. Each building
1188 Principal shall be the sole determiner as to the type and number of duties and assignments
1189 needed. Teacher input will be considered in creating equitable scheduling of non-
1190 instructional duties so that both the educational and safety needs of the students are met.
1191 The established schedule shall include all personnel. Such assignments shall be on an
1192 equal basis and as far as possible shall be equal in length of time involved as well as
1193 difficulty of the assignment.
1194
- 1195 10. The Member contractual year for regular duties shall be one hundred eighty-four (184)
1196 days. Any Member performing his/her regular duties more than one hundred eighty-four
1197 (184) days shall be issued a supplemental contract for those days beyond the regular
1198 contractual year and shall be paid for such extended service at such Member's per diem
1199 rate.
1200
- 1201 11. The Superintendent or his/her designee(s) should be notified as soon as possible when a
1202 Member expects to be absent. The Superintendent or his/her designee(s) is (are)
1203 responsible for securing a substitute teacher. If possible, a Member should notify the
1204 Superintendent or his/her designee(s) of his/her intentions for the next day before the
1205 substitute teacher leaves the building for the day.
1206
- 1207 12. Members are not permitted to offer private tutoring services, for pay, to students in the
1208 Norwalk City School District, unless they have received prior approval from the principal
1209 of the school in which the child is enrolled or prior permission from the Board of
1210 Education through Board action.
1211
- 1212 13. Each Member will be assigned a "preparation period" in accordance with minimum
1213 standards set forth in OAC 3301-35-05(A)(8). This assignment is not a contractual
1214 assignment and may be intermittently suspended or revoked. During the time of the
1215 assignment of a preparation period, it should be used as class preparation or professional
1216 improvement, and may not be used for running errands away from the school building,
1217 unless approved by the building Principal.
1218
- 1219 In addition to the preparation time scheduled in accordance with the preceding
1220 paragraphs, a weekly collaboration period will be scheduled for teachers with
1221 "inclusion". Such preparation period shall be for purposes of collaboration among those
1222 teachers working with a specific student(s).
1223
- 1224 14. Corporal punishment is not within the scope of a Member's authority as an employee of
1225 the Norwalk City School District. The Member may exercise such powers of control,
1226 restraint, and correction over students in his/her charge as may be reasonably necessary to
1227 enable him/her to perform his/her teaching duties as a teacher and accomplish the

- 1228 purpose of education. The Board does not authorize the use of immoderate or excessive
1229 punishment of such nature as to produce lasting or permanent injury, or punishment
1230 actuated by malice, expressed or implied.
1231
- 1232 15. No money is to be kept in the Member's desk. Loss of any money will be the full
1233 responsibility of the individual Member.
1234
- 1235 16. A copy of the current regulations for each building is to be given to each Member
1236 assigned to that building at the beginning of each school year.
1237
- 1238 17. Except in cases of urgent necessity, all Members will be dismissed fifteen (15) minutes
1239 after the students have been dismissed on Fridays and days preceding vacation provided
1240 all students awaiting Board provided transportation have been loaded on buses.
1241
- 1242 18. If the Norwalk City School District receives students with extraordinary medical and/or
1243 physical problems, the Board of Education and the NTA shall immediately meet to
1244 negotiate the responsibilities of the teacher(s) as it relates to medical procedures and
1245 hygiene activities. If the parties fail to reach agreement, the parties will utilize the
1246 service of the Federal Mediation and Conciliation Service (FMCS). When an agreement
1247 is approved by both parties, it shall become effective immediately.
1248
- 1249 19. A schedule for attendance at parent-teacher conferences will be worked out each year by
1250 June 1st by a committee consisting of the NTA officers or designees and the
1251 Superintendent and Assistant Superintendent. For parent-teacher conferences:
1252
- 1253 a. Teachers in each building will work an additional seven (7) hours between two
1254 (2) evenings.
1255
- 1256 b. The extra time being put in the regular duty day on the above two (2) days will
1257 count toward the one hundred eighty-four (184) day contract.
1258
- 1259 c. In recognition of the parent-teacher conference days, there will be no school on
1260 one (1) day to make up for the two (2) evenings worked.
1261
- 1262 20. All teachers are required to attend the fall open house at their assigned buildings. All
1263 high school staff are encouraged to attend the high school graduation ceremony, and all
1264 staff are encouraged to attend the spring open house.
1265
- 1266 21. Calamity Days
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- 1268 Notwithstanding Ohio law, the Board has the right to schedule make-up days after five
1269 (5) calamity days in a school year without teachers receiving additional compensation.
1270 All make-up days for teachers shall be with students in attendance.
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C – TRANSFER AND ASSIGNMENT

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1. Member assignments are made for a period of one (1) year and may be changed at the discretion of the Superintendent.

2. The Superintendent shall prepare a list of all vacancies as soon as they become known. A copy of this list shall be sent to each professional staff Member via e-mail. A copy of these postings will also be sent via e-mail to the NTA President. The list shall include the following information.
 - a. Position(s) available.
 - b. Requirements for job.
 - c. Deadline for application.
 - d. Effective starting date.
 - e. Any additional pertinent information.

The Superintendent shall post all professional vacancies of employment, including administrative and supplemental positions, in the form of an e-mail to each Member listing job titles, and if possible, duties, qualifications, and locations.

3. Except as otherwise provided, if a Member desires to transfer, the request shall be submitted to the Superintendent by the Member within seven (7) calendar days after receipt of the posting via e-mail. All applicants who are members of the bargaining unit shall be interviewed. If a vacancy is posted after July 1, but before the first student day of the new school year, the Member shall have five (5) calendar days after the posting of the receipt to submit the request to the Superintendent. Consideration will be given according to abilities, needs of the system, and seniority. The appointment shall be made in the sole and exclusive discretion of the Superintendent.

4. The Superintendent shall inform the applicant that his/her request has been received.

5. When the request for transfer is not approved, the Superintendent shall, upon request of the employee, notify the applicant of the reasons why transfer was not approved. Reasons shall be given not later than fifteen (15) days after the request has been received.

6. Any transfer originating with the Central Office Administration will follow a conference with the Member where the reason for the transfer will be explained.

7. Members will be notified of a building change by June 1, and any other change in assignment by August 1, whenever possible.

8. Where the Member and Principal disagree on an assignment or transfer, a conference of the Member, Association representative, if desired by the Member, Principal, and Superintendent will be held. The Superintendent shall then make the final decision. If the decision is not satisfactory to the Member, he/she may then resign without penalty.

9. In all assignments or transfers, the needs of the pupils, the general welfare of the school, and the desires of the Member will be considered.

D — CONTRACTS

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1. Contracts shall be issued to all Members. Such contracts shall set forth the salary to be paid such Member which may be increased during the term of such contract, but shall not be decreased unless such decrease is in accordance with law and part of a uniform plan affecting the entire school District.
2. Limited contracts shall be for a term not to exceed five (5) years.
3. Upon the recommendation of the Superintendent, limited contracts of more than one (1) year may be granted to Members who have taught more than three (3) years in the Norwalk City School District.
4. Salary notices shall be given to Members on or before July 1 of each year.
5. A Member offered a contract or renewal of a contract of employment shall sign and return such contract to the Treasurer of the Board at such time as shall be indicated on said contract provided, however, no less than fourteen (14) days from the date of the contract shall be allowed for such return. Failure to sign and return the contract as required herein shall constitute a rejection of such offer of employment. Before a contract can be considered as having been rejected, the Superintendent must make a reasonable effort to contact the Member concerning his or her intent.
6. Notwithstanding Section 3319.11 of the Revised Code, any Member employed under a limited contract and whose regular teaching contract is not to be renewed shall be notified in writing on or before April 30. For the purpose of this subsection, an attempt to serve notice by registered or certified U.S. mail or by personal service to such Member's last known mailing address shall constitute "notice" to the Member.

E — SUPPLEMENTAL CONTRACTS

1. Supplemental contracts will be issued to each Member employed to perform a supplemental duty. Service extending before or after a Member's regular duty day and/or year shall be deemed supplemental duties and shall be set forth in a limited contract of one (1) year.
2. Pay for supplemental duties performed by a Member shall be prescribed by the Supplemental Salary Index, if so indicated, or at such amount as may be agreed upon between the Member and the Board. Credit up to nine (9) years will be given for inside/outside school experience in the same sport at the same or higher levels.
3. A Member offered a supplemental contract or renewal of a supplemental contract of employment shall sign and return such contract to the Treasurer of the Board at such time as shall be indicated on said contract provided, however, no less than fourteen (14) days from the date of the contract shall be allowed for such return. Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment. Before a contract can be considered as having been rejected, the

1370 Superintendent must make a reasonable effort to contact the Member concerning his or
1371 her intent.
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1373 4. After execution of a supplemental contract by the Member and receipt of said contract by
1374 the Treasurer, no Member shall resign from such contract unless released by the Board or
1375 its designee. The Board shall release any member who resigns his/her regular teaching
1376 contract.
1377

1378 5. Notwithstanding Section 3319.11 of the Revised Code, supplemental contracts shall
1379 expire on the date stated thereon unless the Board, upon recommendation of the
1380 Superintendent, takes action to offer to said Member a renewal of such supplemental
1381 contract.
1382

1383 6. The Board reserves the right to add, delete, or not fill positions as needed.
1384

1385 7. No more than two (2) coaches/activity advisors can attend a professional conference
1386 (conference, clinic, workshop) for the individual sport/activity at the same time.
1387 Approval to attend the activity or sport may only be obtained from the Building Principal
1388 for the coach/activity advisor. Maximum reimbursement per activity/sport shall not
1389 exceed three hundred fifty dollars (\$350.00).
1390

1391 Members who are advisers/coaches to Board-approved organizations and who
1392 accompany Norwalk City School District students participating in a
1393 competition/event/program shall be granted professional leave in addition to that above
1394 and shall be reimbursed for reasonable expenses incurred in accordance with Board
1395 policy.
1396

1397 Coaches/advisors wishing to attend competitions or events (playoffs, state tournaments,
1398 etc.) in which Norwalk City School District students are not participating shall be
1399 required to use personal leave.
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1401 8. Except for the limitations set forth above, the Athletic Council shall set the policies for
1402 attendance to athletic-related conferences, clinics and tournaments.
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1405 **F — FAIR DISMISSAL**

1406

1407 1. Members being considered for termination of contract shall be granted due process as
1408 prescribed by Sections 3319.16 and 3319.161 of the Ohio Revised Code.
1409

1410 2. Nonrenewal of a Limited Teaching Contract
1411

1412 a. Limited contract teachers who have been employed for one (1) year, and who
1413 were employed by the Board on or after July 1, 2005, shall be notified by the
1414 Superintendent that they will not be recommended to the Board for rehiring for
1415 the next school year, if it is the intention of the Administration to recommend
1416 nonrenewal.
1417

- 1418 b. This nonrenewal procedure for teachers set forth in paragraph A, supersedes all
1419 provisions of ORC §3319.11 and ORC §3319.111, and such teachers shall have
1420 no right to challenge said nonrenewal pursuant to ORC §3319.11 or 3319.111, nor
1421 may they challenge the nonrenewal through the negotiated grievance procedure.
1422
- 1423 c. The contract of limited contract teachers who were employed prior to
1424 July 1, 2005, may be non-renewed by the Board in accordance with
1425 ORC §3319.11 and the Teacher Evaluation Procedure in this Agreement.
1426
- 1427 d. The failure to conform to this procedure [Part III G(2)(c)] shall be subject to the
1428 grievance procedure, but such grievant shall not be entitled to reinstatement
1429 and/or back salary if such nonrenewal was otherwise in accordance with law
1430 unless such failure to conform was manifestly prejudicial to the Member.
1431
- 1432 e. A professional staff Member who has been notified of the intent to nonrenew has
1433 the right to undertake with his/her representative a complete review of his/her
1434 own personnel file.
1435
- 1436 3. The procedures of this section shall not be applicable in the nonrenewal of a Member's
1437 supplemental contract.
1438
- 1439 4. The provisions of the Consolidated Omnibus Benefit Reconciliation Act (COBRA) shall
1440 be followed for all employees.
1441
1442

1443 G — REDUCTION IN STAFF 1444

1445 When by reason of decreased enrollment of pupils, return to duty of regular Members after
1446 leaves of absence, suspension of schools or territorial changes affecting the district, financial
1447 reasons, or discontinuance of course offerings, the Board may make reductions in staff. In
1448 making such reductions, the Board shall proceed to suspend contracts in accordance with the
1449 recommendations of the Superintendent. The Superintendent shall make his/her
1450 recommendations in accordance with the following procedures:
1451

- 1452 1. At least sixty (60) days prior to proceeding with an anticipated staff reduction, the
1453 Association president shall be notified by the Superintendent of the Board's intent to
1454 consider a staff reduction. A meeting shall be held between representatives of the
1455 Association and the Superintendent to review appropriate data indicating a need for a
1456 reduction in staff. The parties shall discuss why the reduction is deemed necessary, what
1457 teaching fields are to be affected, the extent of the anticipated reduction, and the possible
1458 effects of said reduction. Also, at this meeting, the Association will be provided with a
1459 seniority list of all employees.
1460
- 1461 2. To the extent possible, the number of employees affected by a reduction in force will be
1462 minimized by not employing replacements for those employees who retire, resign, or
1463 whose limited contracts are non-renewed due to unsatisfactory performance. It is
1464 recognized, however, that attrition alone may not be sufficient to accomplish necessary
1465 reductions.

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Reductions needed beyond those covered by attrition shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

- a. All Members of the bargaining unit except non-tenured tutors will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Then those serving under limited contracts will be listed in descending order of seniority.
 - b. Limited contracts shall be suspended before continuing contracts within each certified/licensed area.
 - c. Within the above two (2) categories, Members shall have their contracts suspended in order of seniority. Seniority shall be determined by the date of employment (except in cases where it is prorated for part-time employees pursuant to the last paragraph of subsection D of these procedures). Should two (2) members have identical dates of employment, the date the contract was signed shall determine the Member with the most seniority. Should those dates be identical, then the date stamped on the application as received in the Office of the Superintendent shall determine the Member with the most seniority.
 - d. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/license who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification/license for which the involved employee is properly certificated/licensed as of the date on which the Board takes action to suspend contracts. For purposes of this provision, "properly certificated/licensed" shall be construed to mean that the employee has filed a certificate/license with the Superintendent's office or has submitted the appropriate application for an additional area of certification/license. A full-time employee may be displaced by a part-time employee if such part-time employee has more seniority.
 - e. An employee whose contract is suspended as a result of a Board-approved staff reduction shall be given written notification no later than thirty (30) days prior to the effective date of the reduction. The notification shall state the exact date when the suspension begins. A copy of such notification shall be provided to the president of the Norwalk Teachers Association.
 - f. Reductions in force may only become effective on the first day of a semester.
3. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list. A teacher's name will be removed from the recall list if the Member fails to notify the Superintendent annually on or before September 1st by certified mail of their current address and telephone number. Teachers on the recall list will have the following rights:

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- a. Any Member on suspension shall be recalled in inverse order of such suspensions, on the basis of seniority and certification/license. No new teachers shall be employed by the Board while there are Members on suspension who qualify for any opening of a teaching position by nature of their certification/license.
 - b. The Board shall give written notice of recall from suspension by sending a registered or certified letter to said Member at his/her last known address. It shall be the responsibility of the Member to notify the Board annually by certified mail, no later than September 1, that the Member wants to remain on the recall list and of any change in address. Failure to issue this notification shall result in the removal of the Member from the recall list. The Member's address as it appears on the Board's records shall be conclusive when used in connection with suspension, recall, or other notice to the Member. If a Member fails to report to work within the next ten (10) school days from the date of receiving notice of recall, unless an extension is granted in writing by the Board, said Member shall be considered as a voluntary resignation and thereby terminate his/her employment contract and any other employment relationships with the Board and shall be removed from the recall list.
 - c. Placement on the salary schedule upon return of a Member from suspension shall be at the level he/she would have attained at the time of his/her suspension. Such placement shall be on the proper step of the salary schedule in existence at the time of the Member's return to service. Credit for experience on the Norwalk City School Salary Schedule cannot accrue during the time the Member is suspended under this section and has not gained experience in another district.
 - d. The Board will approve resignations from suspended contracts at any time.
 - e. The provisions of the Consolidated Omnibus Benefit Reconciliation Act (COBRA) shall be followed for all employees.
 - f. Acceptance or rejection of employment as a day-to-day substitute shall not constitute the basis for the employer to challenge a Member's entitlement to unemployment compensation benefits.
 - g. The personnel records and all references of those employees laid off pursuant to this policy shall clearly indicate that such was due to a reduction in force and was not due to unsatisfactory performance.
 - h. The administration will provide letters to all affected employees explaining the circumstances of the reduction in force, and will attempt to provide other forms of assistance, where possible, upon the request of the individual.
4. The seniority list shall be posted by March 1 of each work year. The employer shall prepare and post on the designated bulletin board in each building a seniority list indicating, by area of certification/license, the first day worked, the date of hire, the contract status (limited or continuing), and the total seniority of each employee. Said list

1562 shall be provided to the Association president on or before the date of posting. The
1563 names of employees on the seniority list shall appear in seniority rank order within areas
1564 of certification/license with the name of the most senior employee appearing at the top of
1565 the listing and the name of the least senior employee appearing at the bottom of the
1566 listing. The names of employees who are certificated/licensed in more than one (1) area
1567 shall be included on the listing for all areas of certification/license.
1568

1569 Each employee shall have a period of thirty (30) days after posting of the seniority list in
1570 which to advise the Superintendent in writing of any inaccuracies which affect his/her
1571 seniority. The Superintendent shall make such adjustments as may be in order and post
1572 the updated list immediately. No protest shall be considered after thirty (30) days of the
1573 posting of the seniority list, and the list shall be considered as final until posting during
1574 the succeeding school year with the single exception that an employee may submit
1575 additional areas of certification/license at any time.
1576

1577 For purposes of determining seniority, part-time employees shall accrue prorated
1578 seniority based upon the percentage of time worked during a school year (e.g., an
1579 employee who is contracted to work fifty percent (50%) of the teacher work day shall
1580 receive one-half year's seniority credit for the school year in question).
1581

1582 **H — PERSONNEL RECORDS**

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1585 1. Upon request and proper identification of a Member the Administration shall: 1) inform
1586 the Member of the existence of any personal information in the system about him/her; 2)
1587 permit the Member or his/her attorney, upon the presentation of a signed, written
1588 authorization from the Member, to inspect all personal information in the system of
1589 which he/she is the subject; 3) inform the Member about the types of uses made of
1590 information in the system, including the identity of the users usually granted access to the
1591 system, and 4) allow the Member exercising his/her right to inspect the personal
1592 information in the system of which he/she is the subject to be accompanied by a person of
1593 his/her choice.
1594
- 1595 2. The review of any file shall, at the discretion of the Superintendent, be in the presence of
1596 the Superintendent or his/her designee.
1597
- 1598 3. A Member does not have the right of access to medical or psychological information. An
1599 agency must disclose such information to the Member's personal physician, psychiatrist,
1600 or to an attorney presenting a signed, written authorization by the Member, but may not
1601 disclose it to the Member.
1602
- 1603 4. If a Member disputes the accuracy, relevance, timeliness, or completeness of information
1604 on him/her maintained by the Board, he/she may request that the Superintendent
1605 investigate the current status of the information within reasonable time of receiving the
1606 request and the agency must make a reasonable investigation to determine if the disputed
1607 information complies with the provisions of law.
1608

- 1609 5. Copies of any information in either an employee's master (Superintendent's office) or
1610 building file shall be provided to the Member upon written request to the Superintendent
1611 or his/her designee. The actual cost of such copies shall be assessed and paid by the
1612 Member.
1613
- 1614 6. After the Superintendent, his/her designee, or building administrator receives such
1615 request, copies shall be provided to the requesting Member within five (5) school days.
1616 If the Member needs the requested copies immediately, the Member may use copy
1617 equipment in the building to make one (1) copy of each document; costs of such copies
1618 shall be paid by the Member.
1619
- 1620 7. Any material to be placed in the employee's master or building personnel file shall be
1621 shown to the employee and a copy shall be provided. The employee shall sign such
1622 material to indicate that he/she has seen the material, but such signature shall not be
1623 construed to indicate agreement with the contents of the material. The employee may
1624 write a rebuttal to any material which is to be placed in his/her file(s) and such rebuttal
1625 shall be permanently attached to the material in question. A copy of said rebuttal shall be
1626 provided to the author of the document being rebutted provided such material was
1627 authored by a school employee.
1628
- 1629 8. Any Member requesting the Superintendent or his/her designee to forward information
1630 out of his/her file must provide written authorization in advance of the release of such
1631 information.
1632
- 1633 9. Anonymous letters or information shall not be placed in an employee's file nor shall any
1634 record be made of same.
1635
- 1636 10. All personnel who have authorized access to personnel and student files shall perform all
1637 duties relative thereto in compliance with the provisions of Section 1347.05, .06, .07, .08,
1638 .09, .10, and 1347.99 of the Ohio Revised Code.
1639
- 1640 11. The Norwalk Board of Education and the Norwalk Teachers Association shall abide by
1641 and follow ORC 1347.09 as it relates to disputed information.
1642
- 1643 12. Custodians of the personnel records are obliged to follow the Ohio law as it pertains to
1644 the release of public records. Except as required by law, at no time, nor under any
1645 circumstances, will the personnel files of any professional staff member be opened to the
1646 public.
1647
- 1648 13. Excluding law enforcement investigations involving a legal warrant, an employee shall
1649 be notified immediately of any request(s) to view the contents of the employee's
1650 personnel file. None of the rights granted to employees to inspect, review, dispute,
1651 request copies, or request the forwarding of information out of the file, as stated above,
1652 shall be permitted to interfere with, delay, or affect the administration's duty to respond
1653 as required by law to public records requests.
1654
- 1655 14. The Association agrees to release the custodians of the records from liability if a conflict
1656 arises between the negotiated agreement and the state law.

1657
1658 15. An employee shall have the right to request the removal from his/her personnel file of
1659 any material, excluding evaluations, that is at least four (4) years old. Said material shall
1660 be removed if it is not reoccurring during the four (4) previous years.
1661

1662 I — TEACHING CONDITIONS

- 1663
1664 1. The Board shall provide:
1665
- 1666 a. A serviceable desk and chair and file cabinet for Member use in each classroom.
1667 Each Member shall be provided a file cabinet which shall be modified in such a
1668 manner that it may be secured by a padlock or other locking device.
1669
 - 1670 b. A work area containing adequate equipment, supplies, and resource materials.
1671
 - 1672 c. A reserved or separate lunch area.
1673
 - 1674 d. Adequate storage facilities in which Members may store instructional supplies.
1675
 - 1676 e. Ample staff parking facilities.
1677
 - 1678 f. A private lavatory for the faculty.
1679
- 1680 2. Members shall be notified prior to the end of the school year if their classroom is to be
1681 used during the summer. An area will be provided for Members to safely store materials
1682 and equipment. A complete inventory of material will be provided by each Member prior
1683 to the closing of school for summer vacation.
1684
- 1685 3. The Master schedule will be available to staff on August 15 or the next work day, unless
1686 changes are necessitated by staffing changes.
1687
- 1688 4. No Member shall be held liable for the negligent acts or omissions of any
1689 paraprofessional who may be assigned to such Member unless such Member was acting
1690 in concert with such paraprofessional.
1691
- 1692 5. Teachers who must travel from one location to another shall have sufficient travel time,
1693 and any assigned duty will be limited to one (1) building per day. This time encompasses
1694 set-up and take-down time and shall not be included in or deducted from the conference
1695 time or lunch period of the traveling teacher.
1696
- 1697 6. All full-time Members shall receive free access to local sporting events.
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J — CLASS SIZE

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1. An effort will be made, if possible, to equally divide all pupils in each building at each grade level to equalize teaching loads.
2. The class size limits will be:

Kindergarten	25
Grades 1 — 2	26
Grades 3 — 6	27 (Average class size at grades 5-6)
Grades 7 — 12	175 Students per day, with a maximum of 32 per class

 - a. Exceptions to class size limits include: Art, Music, Physical Education, Study Halls/Duties, Homerooms, and Library.
 - b. If the maximum number of students is exceeded, for the majority of a semester (half the number of days plus one), the teacher shall receive a stipend of seventy-five dollars (\$75.00) a semester for each student over the limit. Payment shall be made at the end of each semester.
 - c. It is the member’s responsibility to inform the building principal when class sizes are exceeded.

K — SPECIAL NEEDS STUDENTS

1. A special education teacher must be involved in the development and revisions of, and must sign, any IEP for which he/she is to be held responsible.
2. At least one (1) regular education teacher should be involved in the development and revisions of each student’s IEP. Regular education teachers shall be invited on a voluntary basis but shall not be required to attend IEP conferences outside the workday. It is understood that the terms of the IEP must be followed by all teachers who provide services to such students.
3. No bargaining unit member who is not a certificated/licensed school nurse shall be required to administer medication or to perform medical or custodial care services. Bargaining unit members may administer first aid as is appropriate.
4. Teachers who service any student(s) whose education is directed by an IEP or a Section 504 Plan shall be notified prior to the first day of school of the students’ name(s) and required classroom modifications. Teachers of students newly enrolled shall be notified as soon as possible.
5. The Board will provide in-service education, workshops, and/or training for all bargaining unit members who are participating or about to participate in inclusion programs requiring specialized adaptations and/or services per IEPs or 504s. Requests

1749 for such in-service may be initiated by the bargaining unit member, the IAT, Special
1750 Education staff and/or building principal(s). A response regarding the status of such a
1751 request shall be made in a timely manner.
1752

1753 6. All members who are Intervention Specialists/Special Education Teachers shall be
1754 compensated at the rate of Twenty-Two Dollars and Fifty Cents (\$22.50) per hour for
1755 work performed outside of the regular workday which may include writing IEPs in
1756 accordance with the following:
1757
1758

<u>No. of Students</u>	<u>Hours of Pay</u>
0-9	8
10-13	15
14+	20

1759
1760 All payments will be made by the last pay period in June, based upon the number of IEPs
1761 written for the number of students on each Intervention Specialist’s caseload as of June
1762 1st.
1763
1764

1765 **L — EVALUATION — STAFF APPRAISAL**
1766

1767 The Norwalk City School District Teacher Evaluation System is incorporated by reference into
1768 this Agreement and appears in Appendix E.
1769
1770

1771 **M — PROFESSIONAL DEVELOPMENT (IN-SERVICE)**
1772

1773 1. A day will be provided at the end of each semester for a Member workday but up to one
1774 half (1/2) of each such day may be used for curriculum or other administrative purposes.
1775 The District will provide a minimum of one (1) day of professional development during
1776 the school year in addition to the days at the end of each semester. Professional
1777 development that is not prescribed by the District will be directed by the Building
1778 Principal.
1779

1780 2. Entry year teachers and teachers new to the district will be required to attend in-service
1781 training at the beginning of the school year and shall be paid a stipend of one hundred
1782 fifty dollars (\$150.00) for this training.
1783

1784 3. The District Leadership Team (“DLT”) or its equivalent will be consulted in a timely
1785 manner as part of the planning for each in-service to suggest professional learning topics.
1786

1787 4. Professional development up to eight (8) hours will be provided for teachers of gifted
1788 students by the District Administration on scheduled professional development days.
1789 Teachers may elect to complete necessary training in gifted education on their own time
1790 if they choose not to attend the professional development offered by the District.
1791
1792

1793
1794 **N — TUTORS**
1795

1796 Effective July 1, 2009, Members formerly classified as tutors shall be compensated as any other
1797 Member, and the tutor classification shall cease to exist.
1798

1799 Tutors shall be given full credit for previous service and shall be placed appropriately on the
1800 negotiated salary index/salary schedule for training and experience.
1801

1802 Seniority for all tutors shall be calculated as if the tutor had been a regular teacher for the length
1803 of his/her employment.
1804

1805
1806 **O — LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**
1807

1808 1. A Local Professional Development Committee (LPDC) will be established that is in
1809 compliance with State law and applicable terms of the negotiated agreement with the
1810 Norwalk Teachers Association.
1811

1812 2. The district-wide committee shall consist of five (5) members, comprised of three (3)
1813 teachers and two (2) administrators. The committee shall be responsible for establishing
1814 the guidelines by which the committee is to function. Among these guidelines should be:
1815

1816 a. A set of bylaws governing when and where the Committee will meet, how the
1817 committee will select and replace members, the manner in which voting will
1818 occur, and the procedure the committee will use to hear appeals of its decisions;
1819

1820 b. The criteria that will be used to determine whether or not professional
1821 development plans will be approved; and
1822

1823 c. Procedures for assessing the extent to which a staff member's professional
1824 development plan has been accomplished.
1825

1826 3. Teacher members shall be paid at the negotiated hourly rate for members for committee
1827 work performed outside the regular work day or work year up to a maximum of twenty
1828 hours per year.
1829

1830 4. The LPDC may amend its bylaws by unanimous vote of the committee.
1831

1832
1833 **P — ENTRY YEAR PROGRAM**
1834

1835 1. Beginning with the 1999-2000 school year, an entry year program for newly hired
1836 teachers ("inductees") shall be implemented. For an inductee whose employment in the
1837 Norwalk City Schools is the teacher's first regular teaching job, the teacher shall be
1838 required to participate. For an inductee who has held a regular teaching job within the
1839 last three (3) years, the program is optional.
1840

1841 2. The Entry Year Program shall include both a formal program of support, including
1842 mentoring to foster professional growth of the individual teacher, and when implemented
1843 by the Ohio Department of Education, the assessment of skills and ability of the teacher
1844 for purposes of attaining professional licensure. The length of the program shall include
1845 one (1) academic year, which shall consist of a minimum on one hundred twenty (120)
1846 school days.

1847
1848 a. **MENTORS**

1849
1850 1) **Compensation**

1851
1852 Mentors shall be compensated.

1853
1854 2) **Qualifications**

1855
1856 Teachers must have been employed on a regular teaching contract in the
1857 district for at least the last five (5) consecutive years and be certified as a
1858 Pathwise Mentor to be eligible to serve as a mentor. However, any
1859 teacher with less than five (5) years' experience who holds a certificate in
1860 Pathwise training is eligible for selection.

1861
1862 3) **Confidentiality**

1863
1864 All interaction, written or verbal, between the mentor teacher and the
1865 inductee shall be regarded with the same confidentiality as that
1866 represented by the attorney-client relationship and shall not be used by
1867 either the Board or the Association in termination or non-renewal actions,
1868 unless the matter involves illegal and criminal activities. Any violations
1869 of this tenet by the mentor shall constitute grounds for immediate removal
1870 from the role as mentor without recourse to the grievance procedure or
1871 ORC 3319.16.

1872
1873 b. **INDUCTEES**

1874
1875 1) **Workload**

1876
1877 The inductee shall be assured of adequate time during the workday to meet
1878 with the assigned mentor. The building principal shall be responsible for
1879 providing coverage of classes when the inductee meets with an Ohio
1880 Department of Education assessor.

1881
1882 2) **Training**

1883
1884 Training on the methods of assessment to be used by the Ohio Department
1885 of Education (i.e., Praxis III and Pathwise) shall be provided to inductees
1886 at Board expense. Such training shall be in addition to any other
1887 professional leave to which the inductee may be entitled.
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3) **Confidentiality**

No inductee may be compelled to release information provided by the Ohio Department of Education, nor may school district administrators use such information in the evaluation of an inductee. Any documents pertaining to the Entry Year Program and the ODE assessment shall be confidential to the extent permitted by law.

4) **Protection**

No later than six (6) weeks after the initiation of the Entry Year Program, the inductee may exercise the option to request a new mentor. If a new mentor is assigned, the former mentor shall have his/her supplemental contract terminated without recourse to the grievance procedure and ORC 3319.16. The new mentor shall receive a pro-rated share of the former mentor's supplementary salary.

No adverse employment action may be taken against an inductee who fails in the first year to successfully complete the Entry Year Program but who retains the appropriate teaching credential, unless all applicable provisions in the collective bargaining agreement relating to teacher evaluation and non-renewal of contracts have been followed. Notwithstanding ORC 3329.11 and all other applicable provisions of this contract relating to teacher evaluation and non-renewal of contracts, an inductee who fails twice to successfully complete the Entry-Year Program requirements may be non-renewed.

3. A joint committee of administrators and teachers shall monitor the effectiveness of the program. The committee shall contain an equal number of teachers and administrators. The teachers will be appointed by the Association and the administrators will be appointed by the Superintendent. At the conclusion of each year for the duration of this negotiated agreement, the monitoring committee will make its recommendations for changes, if any, to the program. The committee's recommendations shall be subject to ratification by both the Board and the Association, and shall become an addendum to this collective bargaining agreement.

Q — EMPLOYMENT OF RETIRED TEACHERS

1. A retired teacher is a teacher who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification/license and background for public school teaching in Ohio.
2. Where a teaching vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the Board, the Board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent.

- 1936 3. A retiree, with ten (10) or more years of service in a public, private, or parochial school
1937 accredited by the State of Ohio and public school experience accredited by a State
1938 Department of Education, shall be paid at the ten-year salary step level of the appropriate
1939 training column (with the maximum training considered for the determination of pay
1940 being at Master regardless of actual training). A retiree with less than ten (10) years of
1941 service in a public, private, or parochial school accredited by the State of Ohio and public
1942 school experience accredited by a State Department of Education, shall be paid at the
1943 actual salary step level of experience of the appropriate training column (with the
1944 maximum training considered for the determination of pay being at Master regardless of
1945 actual training). The retiree will not advance on the salary schedule based on additional
1946 years of service or additional training so long as employed by the Board. This section
1947 shall expressly supersede Chapter 3317 of the Ohio Revised Code. A retiree may be
1948 hired on a part-time basis, in which case salary shall be prorated based upon a full
1949 workday.
1950
- 1951 4. A retiree shall receive a one-year limited teaching contract which shall expire
1952 automatically at the end of the stated term. No notice of non-renewal is required.
1953 Continuation of the employment of a retiree through offering new one-year limited
1954 contracts which automatically expire shall be at the election of the Board and upon
1955 recommendation of the Superintendent. A retiree is not eligible for a continuing teaching
1956 contract regardless of years of employment as a retiree with the Board. The parties
1957 specifically waive all rights for such employees pursuant to ORC §§3319.11 and
1958 3319.111. Other provisions of the Negotiated Agreement and ORC §3313.53 are waived
1959 with respect to retiree eligibility for supplemental contracts, which shall only be offered
1960 to a retiree at the Superintendent's discretion.
1961
- 1962 5. A retiree shall accumulate and may use sick leave but shall not be entitled to severance
1963 pay upon conclusion of employment as a retiree. The District may advance a re-
1964 employed teacher up to five (5) days sick leave, but she/she may not receive sick leave
1965 donations covered under Article E.
1966
- 1967 6. A retiree shall not accumulate seniority in the bargaining unit, and has no right of recall
1968 in the event of a reduction in force.
1969
- 1970 7. The Board and the Association expressly intend that this Article supersede any differing
1971 or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised
1972 Code which pertain to teacher employment, including but not limited to terms, provisions
1973 and statutes pertaining to teacher salary and salary schedule advancement, contract status,
1974 duration of contract, procedural requirements for contract non-renewal, evaluation
1975 requirements related to teacher contract non-renewal, reduction in force, seniority and
1976 severance pay, and regardless of whether such terms or provisions are specifically cited
1977 herein.
1978
- 1979 8. Any provisions of the Negotiated Agreement governing mentorship shall not apply to a
1980 retiree.
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PART IV

A — PROFESSIONAL LEAVE OF ABSENCE — SABBATICAL

The Board may grant sabbatical leave with pay in accordance with Ohio School Law Section 3319.131 by meeting the following criteria:

1. A Member who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions: the Member shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission and at the conclusion of the leave provide evidence that the plan was followed. The Member may be required to return to the district at the end of the leave for a period of at least one (1) year. The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leave to more than five (5) percent of the professional staff at any one time, nor allow a part salary in excess of the difference between the base pay for Members with a bachelor’s degree and “0” years of experience and the Member’s expected salary except as otherwise provided in subsection 5 below, nor grant a leave longer than one (1) school year, nor grant a leave to any Member more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.
2. The part salary granted pursuant to the Section shall be paid in nine (9) monthly installments. In consideration of such part salary, the Member shall agree to return to the Norwalk City School District at the end of such leave for a period of at least one (1) year. The Member shall be required to execute a cognovit note payable to the order of the Treasurer of the Norwalk City School District in the total amount of such part payment plus interest at the prime rate plus two (2) percentage points. Such note shall become null and void upon the completion of one (1) year of service in the Norwalk City School District following the end of said leave.
3. Members will be eligible for sabbatical leave after five (5) years of service in the Norwalk City Schools.
4. Members may participate in the health care fringe coverage allowed by the carriers. Those Members who elect to participate must submit the total monthly premium to the Treasurer fifteen (15) days in advance of the due date.
5. If by the terms of this Collective Bargaining Agreement, the vacancy created by the granting of such leave effectively requires the replacement by a teacher who is placed on the salary schedule at a step other than at the bachelor’s degree with “0” experience or after the good faith effort of the administration no replacement is available who can be placed on the salary schedule at the bachelor’s degree with “0” experience, the part salary paid to the Member on leave shall be the difference between the salary of the least experienced person available and certified/licensed and the Member’s expected salary.
6. The Member shall receive experience credit for the time such Member is on Sabbatical leave for determining placement on the salary schedule.

B — PROFESSIONAL CONFERENCE ATTENDANCE

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1. Each Member shall be guaranteed at least one (1) opportunity every year for attendance at a professional conference, convention, or clinic with expenses paid in accordance with the provisions detailed below.
 - a. Maximum reimbursement per conference shall not exceed three hundred fifty dollars (\$350.00).
 - b. The Board’s obligation for such conferences shall not exceed sixteen thousand dollars (\$16,000.00) per year.
 - c. Conference attendance which is required by the administration shall be excluded from the above dollar limits.
 - d. All of the above mentioned conferences shall be related to the teaching certification/license area of the employee.
2. Any full-time Member desiring to attend a professional conference, convention, or clinic shall submit to the Superintendent a written request to do so on the form prescribed. Such request shall, if possible, be submitted no later than ten (10) school days prior to the conference, convention, or clinic and shall state the number of school days, if any, which the Member will miss by attending the conference or convention. The application shall provide a written summary as to the professional nature of the conference, convention, or clinic; an estimate of expenses; and the proposed method of travel.
3. If said request is approved, the Board shall pay, in addition to regular salary and cost of the substitute teacher, expenses of the Member attending the professional conference, convention or clinic as follows: a) registration fees; b) the cost of meals shall not exceed thirty-five dollars (\$35.00) per day unless a banquet or scheduled meal causes the per diem rate to exceed thirty-five dollars (\$35.00) per day, in which case the maximum rate shall be forty-five dollars (\$45.00); c) lodging; d) transportation via the method approved by the Superintendent; e) none of the above that are reimbursed by another group or organization. Each request shall be accompanied by a copy of the program for each convention, conference, or clinic whenever possible.
4. If the approved method of transportation is via automobile, mileage will be paid at the rate that is currently approved by the Board in Part I, Section S. In no case shall the transportation cost by automobile exceed the cost of the same trip by train or airplane coach.
5. Said Member shall be notified in writing within five (5) school days, if possible, after application of the Superintendent’s action on the request.
6. To be eligible for reimbursement of the above expenses, the Member attending the professional conference, convention, or clinic must submit a statement of all expenses which shall be accompanied by the original receipts for the cost of transportation, lodging, meals, and registration forms. Such reimbursement shall be made with the

2080 second paycheck following the submission of the request for reimbursement provided
2081 funds are available or at such time as funds are available.
2082

2083 7. A written summary of the meeting attended shall be submitted with the request for
2084 reimbursement. The written summary shall contain the Member's evaluation of the
2085 meeting.
2086

2087 8. The Association shall be entitled to eight (8) days of professional leave to attend the OEA
2088 Representative Assembly and/or other conferences or meetings deemed necessary by the
2089 Association President. The Board shall pay the cost of the substitute, but shall not be
2090 responsible for other expenses incurred, i.e., travel, lodging, meals.
2091

2092 9. Members who are advisers to Board-approved organizations and who accompany
2093 students to state competitions shall be granted professional leave in addition to that
2094 specified above, and shall be reimbursed for reasonable expenses incurred in accordance
2095 with Board policy.
2096

2097 **C — RETURN FROM MILITARY LEAVE**

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2099
2100 1. Any Member who is involuntarily mobilized to serve in the armed forces, upon returning
2101 from such service, shall resume the contract status held prior to entering the service. For
2102 the purpose of seniority and placement on the salary schedule, years of absence in the
2103 service of the armed services of the United States shall be counted as though teaching
2104 service had been performed during such time.
2105

2106 2. Such Member released from the armed service shall be re-employed on the first day of
2107 the next semester if such application is made thirty (30) days prior that date.
2108 (RC 3319.14)
2109

2110 3. Members who are deployed to a war zone and/or area of active hostilities while on
2111 qualified military leave shall receive from the Board the difference between his/her net
2112 military pay and his/her former net pay as an employee of the Norwalk School District, if
2113 the military pay is less than the Member's former salary. This shall apply for the full-
2114 time period the Member is deployed in the war zone and/or area of active hostilities.
2115

2116 **D — PERSONAL LEAVE**

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2118
2119 During each school year, each Member shall be granted "Personal Leave" as follows:
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2121 1. Three (3) unrestricted excused absences without loss of pay, subject to the following:
2122
2123 a. No more than four (4) Members shall be absent for the purpose set forth in this
2124 article on any one (1) day.
2125

2126 b. Application should be submitted to the Superintendent at least three (3) days in
2127 advance of the date of the intended use of the "Personal Day". Application will

2128 be approved on a first-come basis. Should the number of applications received
2129 for a day exceed four (4), those Members who applications are not approved will
2130 be so notified.

2131
2132 c. Approval of the use of “Personal Leave” may be denied on the day before or after
2133 a holiday or during the first and last weeks of school.

2134
2135 d. If a member does not use any days during the school year, the member shall be
2136 granted three-quarters (3/4) of a day of compensated leave. If one (1) day is used
2137 during a school year, a Member shall be granted one-half (1/2) day of
2138 compensated leave.

2139
2140 e. Personal leave days can be used only in one-half (1/2) or full-day increments.

2141
2142 2. If an emergency exists and the Member cannot comply with the three (3) day notice
2143 requirement, as provided in 1 and 2 above, the Member shall use the method established
2144 for reporting absence for illness.

2145
2146 3. Compensated leave for personal days will be paid for the previous school year in the first
2147 December pay. Employees retiring at the end of the school year will be paid
2148 compensated leave at the same time as their severance pay.

2149
2150

2151 E — SICK LEAVE

2152
2153 1. Sick leave for Members shall be granted on the basis of one and one-quarter (1 ¼) days
2154 for each completed month of service.

2155
2156 2. From a Member’s first day of teaching he/she is protected by five (5) days of sick leave.
2157 These five (5) days are not accumulated, but are only to cover the Member until the five
2158 (5) days are earned. A Member is not entitled to sick leave until he/she has completed
2159 one (1) day of service.

2160
2161 3. Members shall accumulate all unused sick leave days up to three hundred sixty (360)
2162 days per persons employed after July 1, 2009. Accumulation of all other bargaining unit
2163 members shall be unlimited.

2164
2165 4. All Members shall furnish a written, signed statement on forms prescribed by the Board
2166 to justify the use of sick leave. If medical attention is required, the Member’s statement
2167 shall list the name and address of the attending physician and the dates when the
2168 physician was contacted. Falsification of a statement is grounds for suspension or
2169 termination of employment.

2170
2171 5. The Board agrees to provide the Members with an electronic system for providing the
2172 number of accumulated days of sick leave.

2173
2174 6. Members, upon approval of the responsible administrative officer of the school district,
2175 may use sick leave for absence due to personal illness, pregnancy, adoption, injury,

2176 exposure to contagious disease which would be communicated to others, and for absence
2177 due to illness, injury, or death in the employee's immediate family. (ORC 3319.141)
2178

2179 7. The Board shall grant a leave of absence where illness or disability is the reason for the
2180 request. Upon the return to service of a Member at the expiration of a leave of absence,
2181 the Member shall resume the contract status held prior to such leave. (ORC 3319.13)
2182

2183 8. Immediate family shall include:
2184

2185	Father	Uncle	Father-in-law
2186	Mother	Nephew	Grandparents
2187	Brother	Brother-in-law	Aunt
2188	Sister	Son-in-law	Niece
2189	Husband	Foster Child	Sister-in-law
2190	Wife	Grandchild	Daughter-in-law
2191	Child	Mother-in-law	Cousin

2192 A member of the immediate household.
2193

2194 9. After July 1, 2022, each Member who has used sick leave during the school year as listed
2195 below will be granted compensated leave pay. Compensated leave pay for sick days will
2196 be paid for the previous school year in the first December pay at the Member's current
2197 daily rate. Members may elect to deposit compensated leave pay in the account in which
2198 they receive their paycheck or in an Ohio Deferred Compensation program. The district
2199 will provide an annual meeting to educate staff regarding the option of participating in
2200 the Ohio Deferred Compensation Program.
2201

2202	0 — 0.875 days used	2.0 days severance
2203	1 — 2.875 days used	1.5 days severance
2204	3 — 6 days used	1.0 days severance

2205

2206 10. Severance pay earned based upon use of sick and personal days prior to July 1, 2022 shall
2207 be irrevocable and in addition to any additional severance pay earned for accrued but
2208 unused sick leave granted upon retirement. It shall be paid to the Member upon
2209 separation of employment from the Norwalk City Schools for any reason. The payment
2210 shall be based upon the Member's daily rate of pay for regular teaching duties at the time
2211 of separation. The payment of such severance pay shall extinguish all such severance
2212 pay accumulated to the credit of such Member. If the reason for separation is termination
2213 for cause, no severance days shall accrue for that year.
2214

2215 11. When a member exhausts all accumulated sick leave, other members may donate days to
2216 be used by the affected member. No more than twenty (20) days per school year can be
2217 received by the affected member.
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F — LEAVE WITHOUT PAY

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1. **ADMINISTRATIVE SHORT-TERM LEAVE:** In addition to the following provisions, it shall be possible for an employee, with approval of the Superintendent, to take a leave without pay which is of short duration. The employee must submit to the Superintendent a written statement which indicates the specific date(s) for which leave without pay is requested. The written statement shall also include the reason such leave is requested. The Superintendent shall notify the employee in writing of approval or disapproval of such short-term leave without pay.

Employees shall not be approved leave without pay for consecutive years for vacation with family or friends.

2. **FAMILY AND MEDICAL LEAVE:** Each Bargaining Unit member shall be eligible to be granted twelve (12) weeks of unpaid leave per each school year (July 1 through June 30). Bargaining Unit members seeking said leave, shall apply in writing to the Superintendent or his/her designated representative no later than thirty (30) days prior to the beginning date of the requested leave of absence if the leave request was foreseeable. Leave may be taken for the following situations:

- a. the bargaining unit member's own serious health conditions that keeps the employee from performing the essential functions of his/her job.
- b. the birth and first-year care of a child.
- c. the adoption or foster placement of a child.
- d. the serious health condition of a spouse, son, daughter, guardian, parent of the employee's family, or any dependent child residing in the employee's house.

The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family and Medical Leave Act if he or she requests a medical leave. Pursuant to the act, the employer may, at its expense, require a second medical certification by a medical provider of its choice.

Employees who take leave under this provision are entitled to the continuation of all group health insurance benefits during the period of leave. During this period of leave the Board shall pay the same premium contribution for group health insurance as would be paid by the Board if the employee were working.

The taking of intermittent leave, leave on a reduced leave schedule, and leave near the end of an academic term shall be governed by federal law.

2267 If a husband and wife are eligible for leave, and both are employed by the district, their
2268 combined amount of leave for birth, adoption, or foster care placement is limited to
2269 twelve (12) weeks.

2270
2271 Members on leave shall not be eligible to receive the following benefits:

- 2272
2273 a. accrual of sick leave.
2274 b. payment for calamity days.
2275 c. experience increment will not be granted unless an employee has taught one
2276 hundred twenty (120) days the previous year.

2277
2278 Upon the employee's return from leave granted under this provision, the Board will
2279 return the employee to the same position he/she occupied prior to the leave.

2280
2281 Bargaining Unit members may utilize the option of using accrued sick leave and/or
2282 personal leave before utilizing Family Medical Leave.

2283
2284 3. **OTHER UNPAID LEAVE:** There are established by this section details of the
2285 procedure for a staff Member being approved, in addition to the Family Medical Leave
2286 Act, for up to ninety (90) working days or less (actual days determined upon staff
2287 Member's letter of application) of leave without pay.

2288
2289 In addition to the Family Medical Leave Act, a bargaining unit member adopting a child,
2290 having delivered a baby, or caring for elderly and/or disabled parents, members of the
2291 immediate household that are injured or ill, or for the illness or injury of the employee,
2292 will be eligible for up to ninety (90) working days of leave without pay upon submitting a
2293 letter of application to the Superintendent, and upon approval by the Board. Bargaining
2294 unit members may also apply for leave without pay under this Article for bereavement
2295 due to a death, or in any situation determined by the employee, the Superintendent, and
2296 the Board to warrant the requested leave.

2297
2298 The leave may not be extended beyond the ninety (90) working days unless the extension
2299 is recommended by the Superintendent and approved by the Board.

2300
2301 The purpose of this leave is not intended to provide vacation with family or friends, or for
2302 employment outside of Norwalk City Schools. To be eligible for leave without pay under
2303 this section of the contract, a medical, parental, or emergency condition must exist.

2304
2305 The summer, Christmas, spring, or Thanksgiving time not scheduled for school, will not
2306 interrupt the up to ninety (90) work days of leave without pay. The intent is that the
2307 employee shall be entitled to up to ninety (90) consecutive work days for leave without
2308 pay as recommended by the Superintendent and approved by the Board.

2309
2310 All letters applying for leave without pay shall contain the beginning date of leave and
2311 the ending date of the leave.

2312

2313 Upon return from a leave of absence, a Member shall be returned to the same position
2314 he/she held prior to the leave. Seniority shall be gained while on a leave of absence.
2315 However, Members on leave shall not be eligible to receive the following benefits:

- 2316
- 2317 a. the accrual of sick leave;
 - 2318 b. payment for calamity day(s);
 - 2319 c. experience increment will not be granted unless an employee has taught one
2320 hundred twenty (120) days the previous year.

2321

2322 Contingent upon the procedures established by the insurance companies providing
2323 specific coverage, an employee shall be eligible to have any and all of his/her insurance
2324 coverage continued during an unpaid leave of absence, provided the employee pays the
2325 premium(s) for such coverage no later than the first day of each month.

2326

2327 **G — ASSAULT LEAVE**

2328

2329 A Member assaulted while in the course of Board employment may be granted leave of up to
2330 fifteen (15) working days during the school year, noncumulative, for physical injuries which
2331 render him/her incapable of performing his/her teaching duties. These physical injuries must be
2332 sustained from a physical assault by a person, not a Board paid employee. To be entitled to said
2333 leave, and in order for leave not to be charged to sick leave, at the time of the taking of leave or
2334 at a later date, these requirements must be met:

- 2335
- 2336 1. In order to be eligible for assault leave, the Member shall be required to apply for and the
2337 injury found to be compensable under Section 4123 of the Ohio Revised Code (Worker's
2338 Compensation). Provided, however, if coverage is denied solely because the Member did
2339 not satisfy the requirement of the waiting period, assault leave shall be granted and shall
2340 not be deducted from such Member's sick leave accumulation. If coverage is denied for
2341 any reason other than failure to qualify because of the waiting period, such Member shall
2342 be granted sick leave to the extent of such Member's accumulation of sick leave.
 - 2343 2. The assault must have occurred while working.
 - 2344 3. Report, or have reported by another, the incident to his/her supervisor within twenty-four
2345 (24) hours of the assault.
 - 2346 4. Members shall report, in writing, to their Principal or supervisor all incidents between
2347 pupils or between pupils and employees, including themselves, which could be
2348 reasonably thought to result in litigation or criminal allegations.
 - 2349 5. A certificate must be furnished by a physician stating the nature of the disability and
2350 period of temporary physical disability.
 - 2351 6. File a written report with the Superintendent as soon as physically possible stating the
2352 facts, identifying the assailant, if known, and stating the names and addresses of all
2353 witnesses.

2354

- 2361 7. File a criminal complaint against the person, if known, who assaulted him/her. This
 2362 section does not require the Member to hire private counsel to criminally prosecute in this
 2363 matter.
 2364
- 2365 8. Cooperate with the appropriate prosecuting attorney in preparing the case against the
 2366 alleged defendant.
 2367
- 2368 9. Be ready, able, and willing, and, in the event the case comes to trial, to testify as to the
 2369 facts of the assault and against the person who assaulted him/her.
 2370
- 2371 10. Provided the Member qualifies for assault leave, the time necessary for the criminal
 2372 proceedings will be granted without loss of pay.
 2373
- 2374 11. In the event the Member drops the case or instructs the prosecuting attorney to withdraw
 2375 or dismiss the case against the defendant, he/she forfeits assault leave pay and the days
 2376 absent shall be charged to sick leave.
 2377
- 2378 12. Assault leave, in no event shall exceed fifteen (15) working days. Thereafter, the
 2379 Member must use sick leave for the remainder of his/her temporary physical disability.
 2380
- 2381 13. The amount of assault leave paid shall be reduced by the amount of Worker's
 2382 Compensation received by the Member. Such Member shall be granted his/her full salary
 2383 but shall endorse and remit all benefits received to the Treasurer of the Board.
 2384
 2385

2386 **PART V**

2387 **A — ASSOCIATION RIGHTS AND PRIVILEGES**

- 2388
- 2389
- 2390 1. A member of the Association will be given the opportunity at the opening session of each
 2391 school year to extend a welcome and to make announcements to the teaching staff.
 2392
- 2393 The President of the Association shall contact the Superintendent in advance to be placed
 2394 on the agenda.
 2395
- 2396 2. The Association shall have right to place materials in the mailboxes of Members.
 2397 Placement will be made by the Building Representative or his/her designee.
 2398
- 2399 3. The Association is authorized to use the school mail service and Members' mailboxes for
 2400 dispersal of Association materials. Mailboxes shall not be marked in any way to identify
 2401 membership or non-membership in the Association.
 2402
- 2403 4. The Association will have the right to use school buildings without cost at reasonable
 2404 times for meetings.
 2405
- 2406 The Association shall follow established building use procedures.
 2407

2408 5. A Calendar Committee consisting of no more than four (4) teachers appointed by the
2409 Association and no more than four (4) Administrators appointed by the Superintendent
2410 shall meet to discuss the development of a school calendar to be recommended to the
2411 Board. The Calendar Committee must meet in time to provide a recommendation to the
2412 Board by February 1.

2413
2414 It is further agreed that the determination of the school calendar is the sole responsibility
2415 of the Board.

2416 **B — MANAGEMENT RIGHTS**

2417
2418 The Board hereby retains and reserves unto itself, except as limited by the specific and express
2419 terms of this contract, all powers, rights, authority, duties, and responsibilities conferred upon
2420 and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.
2421

2422 **C — ACADEMIC FREEDOM**

2423
2424
2425
2426 1. In educating young people, the parties seek to inspire in them an inquiring mind and
2427 respect for the truth; a recognition of individual freedom, social responsibility and the
2428 democratic tradition; an understanding and respect for the Constitution, Bill of Rights,
2429 and the law; and an appreciation of individual personality.

2430
2431 2. The parties recognize the faculty's rights concerning academic freedom. The teacher has
2432 the right to provide education in the classroom so long as the accepted standards of
2433 professional behavior and responsibility as set forth as part of the Board's evaluation
2434 procedure, state standards and adopted courses of study and the competent fulfillment of
2435 the Board's approved curriculum guides are followed and adhered to. There shall be no
2436 limitations on Members with respect to their study, investigation, or interpretation of
2437 facts or ideas concerning man, society, government, the arts and sciences, the physical
2438 and biological world, or other areas of learning, and Members shall be guaranteed the
2439 freedom of individual conscience, association, and expression. The Member shall be
2440 held accountable for exercising reasonable and sound judgment in selecting for
2441 discussion and presentation of those issues which he/she deems appropriate when
2442 consideration is given to the maturity and understanding of the students involved.

2443
2444 3. The parties recognize that the above can best be accomplished in, and will work together
2445 to create and preserve, an atmosphere which is free from censorship and artificial
2446 restraint and in which academic freedom for the Member is guaranteed in accordance
2447 with the law. Further, the teaching of controversial issues suitable to the age level, is
2448 approved as preparation of students for intelligent and conscientious participation in our
2449 democratic social order. The maintenance of the intellectual atmosphere which is
2450 implied here will necessarily depend upon the discretion of the administration and the
2451 objectivity and wisdom of the teaching staff.

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D — PRINTING AND DISTRIBUTION OF MASTER AGREEMENT

1. Agreement shall be reached on the type of printing copy and the type of cover. The Master Agreement will be made available online.
2. Actual costs shall be shared equally by the Board and Association. The Association will be given the opportunity to share in the production of the Master Agreement. Example: typing, collation, stapling, etc.
3. The Association shall receive twelve (12) complimentary copies of the Master Agreement.

E — SEVERABILITY

If during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto which would invalidate any provision of the Agreement, it is the intent of the parties to this contract that such contract shall prevail except as may be prohibited by section 4117.10 (A) of the Revised Code.

F — TEACHER DISCIPLINARY CODE

Members shall be disciplined in accordance with the following provisions:

1. **OFFENSES** (Code of Conduct)
 - a. **CLASS I**
 - 1) Failure to follow corporal punishment policy and Board adopted student discipline codes — the use of immoderate or excessive punishment of such nature as to produce injury or punishment actuated by malice, expressed or implied.
 - 2) Unauthorized Absences — Absence from assigned work which is not authorized by the building Principal or the Superintendent.
 - 3) Negligent Supervision — Negligent acts or omissions of the Member while in the course of employment which results in no personal injury and/or property damage or only minor personal injury and/or property damage not exceeding two hundred fifty dollars (\$250.00).
 - 4) Insubordination, which includes:
 - a) Failure to comply with reasonable directives of an administrator;
 - b) Disobedience and/or defiance of Board’s policies and rules; and
 - c) Failure to follow the job description.

- 2503 b. **CLASS II**
- 2504
- 2505 1) Negligent Supervision — Negligent acts or omissions of the Member
- 2506 while in the course of employment which results in serious physical injury
- 2507 or property damage in excess of two hundred fifty dollars (\$250.00) in
- 2508 value.
- 2509
- 2510 2) Inefficiency (incompetency) — Serious deficiencies in the professional
- 2511 performance of the Member which adversely affects the effective
- 2512 management of the school district or the educational opportunities of its
- 2513 students, the goals and objectives of the school district, but performance
- 2514 which reasonably cannot be characterized as “gross inefficiency” as that
- 2515 term is used and understood in Section 3319.16 of the Revised Code.
- 2516
- 2517 3) Immorality — Conduct of the Member which is offensive to the moral
- 2518 standards of the community, but conduct which can be characterized as
- 2519 less than that immorality as set forth and understood in Section 3319.16 of
- 2520 the Revised Code.
- 2521

2522 2. **SANCTIONS**

2523

2524 The following sanctions shall be imposed for violation of the code of conduct as set forth

2525 in Section 1 above.

2526

2527 a. **CLASS I**

- 2528
- 2529 1st offense — 1 day suspension without pay
- 2530 2nd offense — 2 days suspension without pay
- 2531 3rd offense — 3 days suspension without pay
- 2532 4th offense — escalates to a Class II offense
- 2533

2534 b. **CLASS II**

- 2535
- 2536 1st offense – 5 days suspension without pay
- 2537 2nd offense and thereafter – 10 days suspension without pay
- 2538

- 2539 3. a. For the purpose of imposing the sanctions for reoccurring offenses as set forth in
- 2540 Class I, the offenses shall occur during the period of one (1) year (July 1 through
- 2541 June 30).
- 2542
- 2543 b. For the purpose of imposing the sanctions for reoccurring offenses as set forth in
- 2544 Class II, the offenses shall occur during the period of three (3) years (July 1
- 2545 through June 30).
- 2546

2547 4. **DUE PROCESS**

2548

2549 All disciplinary conferences shall be in executive session. Due process shall include:

2550 written notice of the nature of the offense; opportunity for the Member to have a

2551 conference with the building Principal; an opportunity for a just cause hearing before the
2552 Superintendent; right of representation at such hearing by an individual of his or her
2553 choice; written disposition by the Superintendent within five (5) working days of the date
2554 of the conference; appeal within seven (7) calendar days to the Board; the authority of the
2555 Board to modify or vacate the disposition of the Superintendent.
2556

2557 5. **RESERVATION OF THE RIGHT TO TERMINATE**
2558

2559 Nothing herein shall preclude the Board from acting to institute termination proceedings
2560 pursuant to 3319.16 and 3319.161 of the Ohio Revised Code when in the sole and
2561 exclusive discretion of said Board it is determined that such action is warranted.
2562

2563 6. This Section will not apply to Supplemental Contracts.
2564
2565

2566 **G — OSHA SAFETY DISCIPLINE PROCEDURE**
2567

2568 1. Teachers employed by the Norwalk City School District shall be provided appropriate
2569 training regarding safety rules, policies, and regulations as mandated by OSHA.
2570

2571 2. Members of the bargaining unit who repeatedly violate safety rules, policies and
2572 regulations set forth by OSHA may be subject to this discipline policy. Discipline shall
2573 not be imposed unless for cause. Serious violations which are a cause for termination or
2574 nonrenewal shall be governed by Article III, Subsection F, Fair Dismissal and Ohio law.
2575

2576 3. The overall goal of this policy is to discipline bargaining unit members under a system of
2577 progression, but the parties recognize that a violation may be of such a nature that
2578 progression is not possible and a suspension is the appropriate discipline.
2579

2580 4. The first violation of any safety rules or policies shall result in the bargaining unit
2581 member receiving a verbal warning. Verbal warnings will be noted in the OSHA Safety
2582 File, but will not be placed in a member's personnel file.
2583

2584 5. If within eighteen (18) months from the date that the member was verbally warned, said
2585 bargaining unit member commits a safety violation of the same or similar kind, the
2586 administration may then give a written reprimand to the member within two (2) days of
2587 the offense. Said written reprimand shall be placed in the OSHA Safety File and the
2588 employee's personnel file.
2589

2590 6. If the bargaining unit member commits a violation of the same or similar kind within
2591 eighteen (18) months of the written reprimand, then said bargaining unit member may be
2592 suspended without pay by the Superintendent of Schools for no more than three (3) work
2593 days.
2594

2595 7. Written reprimands and suspensions shall be subject to immediate and automatic appeal
2596 to expedited arbitration by an independent arbitrator, unless the bargaining unit member
2597 and Association agree in writing to waive the right to arbitration. Before a written
2598 reprimand and/or suspension may be issued, the appropriate administrator, bargaining

2599 unit member, and representative of the Association shall meet to discuss the
2600 appropriateness of discipline.

2601
2602 8. All records of written reprimands and/or suspension without pay shall be automatically
2603 removed from the personnel file twelve (12) months after being placed there, if the
2604 bargaining unit member has not violated a same or similar safety rule or policy during
2605 that period of time. Records of discipline shall be maintained in the OSHA Safety File in
2606 accordance with Federal Law.

2607
2608 9. Nothing herein shall preclude an employee, acting in good faith, from filing a potential
2609 OSHA violation with the Division of Occupational Safety and Health. If filed in good
2610 faith, the employee shall not be reprimanded and/or disciplined.

2611
2612

2613 H — POST-ACCIDENT TESTS

2614
2615 1. Alcohol and controlled substance tests will be conducted on any employee involved in an
2616 accident while driving a Board owned vehicle who:

2617
2618 a. Was performing safety sensitive functions with respect to the vehicle, if the
2619 accident involved injury or loss of human life.

2620
2621 b. Received a citation under state or local law for a moving traffic violation.

2622
2623 2. The time limits for said test shall follow and be modeled after those limits imposed by
2624 federal regulations for commercial driver's license.

2625
2626 3. No employee involved in an accident may use alcohol for eight (8) hours after the
2627 accident or until after he/she undergoes a post-accident alcohol test, whichever occurs
2628 first.

2629
2630 4. If an alcohol test is not administered within two (2) hours or if a drug test is not
2631 administered within thirty-two (32) hours after the accident, the school district will
2632 prepare and maintain records explaining why the test was not conducted.

2633
2634 5. Test conducted by authorized federal, state or local officials will fulfill post-accident
2635 testing requirements provided that the test conforms to applicable legal requirements and
2636 are obtained by the school district. Breath tests will validate only the alcohol test and
2637 cannot be used to fulfill controlled substance testing obligations.

2638
2639 6. Before any employee becomes subject to this Article, the school district will provide each
2640 employee with post-accident procedures that will make it possible for the employee to
2641 comply with post-accident testing requirements.

2642
2643 7. All tests required under this policy shall be paid by the Board.

2644
2645 8. Members of the bargaining unit shall be entitled to the same opportunities for treatment
2646 or rehabilitation as will be the case for individuals holding a CDL.

2647

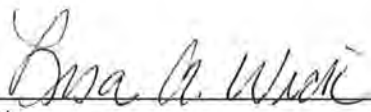
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I — DURATION OF AGREEMENT

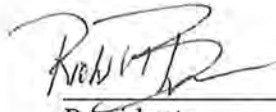
This Agreement and all provisions contained herein, unless specifically indicated otherwise, shall become effective July 1, 2022, and shall remain in full force and effect through June 30, 2025, both dates inclusive.

J – SIGNATURES

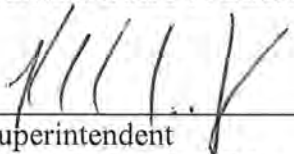
As authorized representatives of the Norwalk Board of Education and the Norwalk Teachers Association and in evidence of our approval of the terms and conditions contained in this Agreement, we do hereby affix our signatures to the agreement on this 11th day of August, in the year 2022.



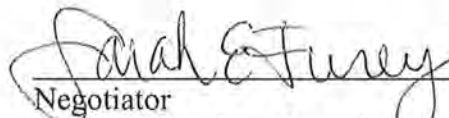
President
Norwalk Board of Education




President
Norwalk Teachers Association



Superintendent
Norwalk Board of Education



Negotiator
Norwalk Teachers Association



Treasurer
Norwalk Board of Education

SERB Agent of Record — OEA/NEA

GRIEVANCE FORM

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NAME OF GRIEVANT _____ DATE _____

BUILDING ASSIGNMENT _____ GRIEVANCE NO. _____

The date(s) on which the alleged violation, misinterpretation, or misapplication of a provision(s) of the Agreement occurred:

The provision(s) of the Agreement which allegedly have been violated, misinterpreted, or is applied: _____

The facts on which the alleged grievance is based: _____

The remedy sought: _____

A Hearing is requested Yes No

Signature

Date

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STEP TWO

I hereby acknowledge that this grievance was filed with me on the date set forth below:

Signature of Principal Date

Disposition by Principal: _____

Signature Date

STEP THREE

A Hearing is requested Yes No

I hereby acknowledge that this grievance was filed with me on the date set forth below:

Signature of Superintendent or Designee Date

Disposition of Superintendent: _____

Signature Date

STEP FOUR

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I hereby acknowledge that this grievance was filed with me on the date set forth below:

Signature of Superintendent or Designee Date
on behalf of the Board of Education

Disposition of the Board: _____

Signature Date

STEP FIVE

This grievance is hereby submitted to arbitration.

GRIEVANT DATE

ASSOCIATION PRESIDENT DATE

RECEIVED BY DATE

AGREEMENT TO TEACH IN LIEU OF CONFERENCE PERIOD

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Name _____

Social Security Number _____

Starting Date _____

Ending Date _____

Period _____

Study Hall _____ Other _____

Pay Rate _____ Total Pay _____

I, _____, accept this additional assignment as
outlined above.

Signature Date

Superintendent Date

APPLICATION FOR REIMBURSEMENT FOR COLLEGE CREDIT

For additional details see the Master Agreement between BOE and NTA.

*This form must be submitted to the Superintendent's Office **PRIOR** to the first class.*

You will receive this original document back once the Supt. signs it.

Name: _____ Date Submitted: _____

Building: _____ Grade/Subjects: _____

Certification/Licensure **ISSUE** Date: _____ Expiration Date: June 30, _____

IPDP Approved Date: (must be ON or after **ISSUE** date) _____ Beginning date of course: _____

College giving credit: _____

Course # & Name: _____

Credential Types/Areas: _____

of Hours: _____ Check one: Semester Quarter Total Cost: \$ _____

Summarize your approved goals for this licensure cycle: (or attach your IPDP)

2834

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2836

Describe the course: (or attach course description)

2838

2839

Describe how this coursework will help you fulfill your goals listed as part of your approved Professional

Development Plan? (or attach a copy of your Activity Proposal)

2842

2843

2844

Send Completed Application with Attachments to: Barb Widman, Central Office

Within 10 days, your original request with attachments will be returned to you. Keep for your records.

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Date Rec'd: _____ Rec'd by: _____ Balance: **BEFORE:** _____ / **AFTER** this class: _____ in Semester Hours

Application Approved Superintendent's Signature: _____

Application NOT approved Date: _____

Estimated reimbursement: (reimbursement will not exceed actual cost of the course)

_____ Semester hours approved; up to \$200.00 each = \$ _____

(Maximum # of semester hours per year: July 1-June 30 = 6)

_____ Quarter hours approved; up to \$150.00 each = \$ _____

(Maximum # of quarter hours per year: July 1-June 30 = 9)

_____ You have requested the maximum reimbursement allowed for this school year.

In order to receive reimbursement you must submit a grade report or transcript AND proof of payment.

Once those items are received, reimbursement will be made within the following two (2) pay periods.

Semester Hours:

1-\$200 4 - 800
2 - 400 5-1000
3 - 600 6-1200

Quarter Hours:

1-\$150 6 - 900
2 - 300 7-1050
3 - 450 8-1200
4 - 600 9-1350
5-- 750

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P — REIMBURSEMENT FOR COLLEGE CREDIT

The Board agrees to compensate Members for actual cost up to a maximum of Two Hundred Dollars (\$200.00) per semester hour and One Hundred Fifty Dollars (\$150.00) per quarter hour for a maximum of six (6) semester hours or nine (9) quarter hours per school year. A school year is defined as the period of time beginning July 1 and ending June 30.

Applications for tuition reimbursement shall require approval of the Superintendent prior to the first meeting of the class.

QUALIFICATIONS:

1. To qualify for approval and compensation, a Member must request a course which is specifically offered for the purpose of gaining new knowledge, improving, expanding, or reviewing existing knowledge of methods, psychology, or curriculum content that is directly related to his/her teaching assignments or area(s) of certification/licensure and meets the requirements of the Member's approved Individual Professional Development Plan (IPDP). All such knowledge as described herein shall be gained for the purpose of improving classroom instruction quality and for the promotion of improved learning opportunities in the Member's specific instructional assignment or area of certification/license. Course work outside the provisions of this Article shall be in accordance with Item 4 outlined below under Procedure. All such coursework must be offered by a school which is accredited by the Ohio Department of Certification (those which are approved for renewal of teaching certificates).
2. Courses which are offered specifically for the purpose of extending certification/license to supervisory, administrative, guidance, or any certification/license other than classroom teacher is not within the intent of this agreement and shall not be approved for reimbursement. However, courses under this category which are requirements for many different graduate programs leading to degrees or certification/license in classroom instruction, or for general courses not leading to a specific degree but related to the Member's area of certification/license, or are a part of a university core curriculum, may be considered for reimbursement.
3. **NATIONAL BOARD CERTIFICATION**
Teachers who wish to pursue National Board Certification may apply for reimbursement of required fees on a one time only basis. No more than five (5) teachers may receive this reimbursement in any one (1) contract year.

PROCEDURE:

1. The amount of money available for tuition reimbursement shall be Sixty Thousand Dollars (\$60,000) per year. The money in the tuition reimbursement fund will be divided equally into two (2) segments. One half of the money will cover applications for the time period of July 1 — December 31 and the second half of the money will cover the time period of January 1 — June 30. Any money left from the first segment will be carried over to the second segment.
2. Application forms are available in the offices of the Principals.
3. All applications for tuition reimbursement will be approved on a first come/first served basis utilizing the date the application is submitted by the Member. Applications for reimbursement cannot be submitted more than one (1) month before the beginning of each half of the funding year—June 1 for the first half of the year and December 1 for the second half of the year. As applications are approved, the reimbursement amount shall be encumbered and a waiting list shall be developed for all applications in excess of available funds.
4. The Member shall forward the application to the Superintendent. Application for courses outside the intent of this agreement shall be accompanied with a description of the course and a brief plan as to how it will be used in classroom instruction.
5. Upon receipt, the Superintendent will review the application.
6. The Superintendent shall approve or disapprove the application based on the course work requested as such request pertains to the confines of the existing agreement. All requests, approved or disapproved, will be returned promptly to the Member.
7. Members receiving disapproval should contact the Superintendent if they have any questions regarding the decision.
8. Approval for tuition reimbursement for a specific course cannot be transferred to a different course or the same course in a different semester or quarter.
9. The Member must receive a grade of "C" or better, and/or if taking a pass/fail course, receive a passing grade, to be eligible for reimbursement.
10. Upon successful completion of the approved course or courses, evidence of transcript(s), and a receipt of the actual cost of the course or courses, reimbursement will be made within the following two (2) pay periods.

NORWALK CITY SCHOOLS
PROFESSIONAL CONFERENCE/ALTERNATE ASSIGNMENT

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Professional Conference Alternate Assignment
Administrator's name requesting your attendance: Will students accompany you?
Yes No

*****Approval will be delayed unless this absence is entered into AESOP*****

Name: Employee ID: AESOP confirmation #:
(Print both first and last name)

Building: Grade: Subject:

Name of Conference/Workshop/Assignment (ATTACH COPY OF PROGRAM):

Sponsored by:

Location:

Date(s): Time: from to

Circle day(s): Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Substitute Required: Yes: time - from to
No

If reimbursement is being requested a copy of your approved IPDP/ MUST be attached.

Estimated expenses requested to be reimbursed: (Not to exceed \$350.00)

Transportation:
Lodging:
Meals:
Registration:

Total: (not to exceed \$350.00)

Applicant's Signature: Date:

Supervisor's/Principal's Signature: Date:

Approval of Superintendent: Date:

widmanb/forms/professional conference-AA.doc (Effective 07/01/08)

2992 **PROFESSIONAL CONFERENCE:**

2993 The Collective Bargaining Agreement provides procedures for Professional Conference Attendance. You are advised to read this
2994 section.
2995

2996 **ADMINISTRATIVE POLICY**

2997
2998 In addition to the procedures outlined in the Collective Bargaining Agreement, the following guidelines will be applied as
2999 administrative policy as professional conferences are considered for approval.
3000

3001 1. On days that school is in session, no more than four (4) teachers per day from the district, and not more than two (2)
3002 teachers per building, will be approved to attend out of town conferences.
3003

3004 2. On days that school is in session, no more than two (2) teachers per “department” or “grade level”, or to a “specific
3005 conference”, will be approved per day to attend out of town conferences.
3006

3007 Examples of “department” are:

3008 Music, Art, Library, Social Studies, Guidance, English, Athletic, Vocational, Science, Physical Education, Math, etc.
3009

3010 Examples of “grade level” are:

3011 Preschool, Kindergarten, grade 1, grade 2, grade 3, etc., through grade 5.
3012

3013 3. In cases where the teacher has been requested to attend a professional conference by the district administrator, the
3014 limits described above may be exceeded.
3015

3016 *****
3017

3018
3019
3020 **ALTERNATE ASSIGNMENT:**

3021 Use “Alternate Assignment” when reimbursement is being requested while supervising students or your student group is split so
3022 that a substitute is needed.
3023

3024 Circumstances for using “Alternate Assignment” could be as follows:
3025

- 3026
- 3027 1. Talking to or visiting classes in another building in the district
 - 3028 2. Preparation for programs in the district
 - 3029 3. Athletic Council Meetings in the district
 - 3030 4. Curriculum Council Meetings in the district
 - 3031 5. Curriculum Study Meetings in the district
 - 3032 6. Field trips with students
 - 3033 7. Mohican School in the Out-of-Doors
 - 3034 8. Athletic Contest with students
 - 3035 9. Academic Contest with students
 - 3036 10. IEP Conferences
 - 3037 11. Kindergarten Screening
- 3038

3039 This is not an exhaustive list, but illustrates the type of assignment where the teacher is still working in the district, or with kids
3040 out of the district, but is not in their “regular assignment.”
3041

3042 Alternate Assignment will not be charged against personal leave, sick leave or professional leave.
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Norwalk City

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School District

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Teacher Evaluation System

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3057

An agreement between the Norwalk Teachers Association
and the Norwalk City School District Board of Education

3058

3059

Updated May - 2021

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3062

I. SCOPE AND PURPOSE

3063

3064 DEFINITIONS

3065 Credentialed Third Party Evaluator (CTPE): A person who is employed by an entity other
3066 than the Board of Education and is contracted by the Board to conduct evaluations, who holds a
3067 license designated for being a Superintendent, Assistant Superintendent, Principal, Vocational
3068 Director, or Administrative Specialist in any educational area issued under Ohio Rev. Code §
3069 3319.22, and is properly credentialed to be an evaluator.

3070

3071 Evaluation Cycle: The period from the establishment of a professional growth or
3072 improvement plan through the issuance of an evaluation rating, in the year in which an
3073 evaluation rating is required by this contract or Ohio Rev. Code.

3074

3075 Evaluation Factors: The walkthrough(s), observation(s), and other components required by
3076 Ohio Rev. Code to be used in the teacher evaluation procedure

3077

3078 Evaluation Framework: The document created and approved by the ODE that establishes
3079 the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).

3080

3081 Evaluation Instruments: The forms used by the teacher's evaluator. The approved
3082 evaluation instruments are included but not limited to forms mutually agreed upon between the
3083 Association and the Board which are provided by the Ohio Department of Education.

3084

3085 Evaluation Procedure: The procedural requirements set forth in this Agreement which
3086 conform with and provide specificity to the statutory obligations established by Ohio Rev. Code
3087 § 3319.111 and § 3319.112.

3088

3089 Evaluation Rating: The final holistic evaluation level that is assigned to a teacher based on
3090 the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating
3091 shall be "accomplished", "skilled", "developing", or "ineffective".

3092

3093 Evidence: Information collected by the evaluator and/or information provided to the
3094 credentialed evaluator by the teacher, to support and inform the accurate reflection of the
3095 Evaluation Factors. Examples include, but are not limited to, student information affecting
3096 educational progress, student interest or learning style surveys, newsletters, classroom rules,
3097 lesson plans, student portfolios, summative assessments, and student work samples.

3098

3099 High Quality Student Data (HQSD): Quantitative information which provides evidence of
3100 student learning that can be directly attributed to the teacher being evaluated.

3101

3102 Improvement Plan: A detailed, written plan utilized when a teacher receives a holistic rating
3103 of ineffective or when deemed necessary by the evaluator based on any individual deficiency in
3104 the evaluation system. The improvement plan will be documented on the approved district form.

3105

3106 Ohio Evaluation System (OhioES): The electronic system used by the District to report
3107 aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

3108

3109 Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio
3110 Rev. Code § 3319.111 and § 3319.112.

3111
3112 Professional Growth Plan: A written plan, self-directed or jointly developed between the
3113 teacher and evaluator, designed for the purpose of continuing teacher growth focused on areas
3114 identified in the teacher's observations and/or evaluation. The Professional Growth Plan will be
3115 documented on the approved district form.

3116
3117 Teacher of Record: A teacher who is:
3118
3119 Responsible for assigning the grade to the student or is responsible for the daily
3120 instruction of a specific student; and,
3121 Required to have the proper certification and/or licensure to teach the subject/grade
3122 level for which he/she has been designated "teacher(s) of record"; and,
3123 Responsible for at least fifty percent (50%) of a student's scheduled and attended
3124 instructional time within a given subject or course.

3125
3126 Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is
3127 based upon the educator professional standards, and reported using the rubric constructed by
3128 ODE for teacher performance.

3129
3130 **PURPOSES**

3131
3132 The purposes of teacher evaluation are:
3133
3134 To serve as a tool to advance the professional learning and practice of teachers individually
3135 and collectively in a school district.

3136
3137 To inform instruction.

3138
3139 To assist teachers and administrators in identifying and developing best educational best
3140 practices in order to provide the greatest opportunity for student learning and growth.

3141
3142 Additionally, the evaluation process is to:
3143
3144 Improve classroom instruction.
3145 Clarify the performance expectations of the individual.
3146 Establish both short and long term goals for individual staff members.
3147 Bring about a closer working relationship between the teacher and evaluator.
3148 Make evaluation relevant to on-going job expectations and descriptions.
3149 Establish appropriate suggestions needed for further improvement.
3150 If necessary, and as required by law, document valid reasons for non-renewal
3151 and/or Reduction In Force.

3152
3153 **APPLICATION**

3154
3155 The teacher evaluation procedure contained in this Agreement applies to the following
3156 employees of the district:

3157
3158 Teachers working under a license issued under Sections 3319.22, 3319.26, 3319.222 or
3159 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time
3160 providing student instruction in a classroom setting.

3161
3162 Teachers working under a permanent certificate issued under Section 3319.222 of the Ohio
3163 Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of
3164 their time providing student instruction in a classroom setting.

3165
3166 **II. STANDING JOINT COMMITTEES FOR TEACHER EVALUATION**
3167

3168 **AUTHORITY**
3169

3170 The association and the board agree to establish a standing joint evaluation advisory
3171 committee for the purpose of reviewing the policy, procedures, and processes, and
3172 determination of HQSD for the evaluation of teachers in the district and to regularly review the
3173 effectiveness of the aforementioned items.
3174

3175 **EVALUATION COMMITTEE**
3176

3177 Committee Composition
3178

3179 The committee shall be composed of up to seven association members appointed by the
3180 association president and up to seven members appointed by the board or its designee.
3181

3182 Association members shall serve terms that coincide with the current negotiated agreement
3183 dates.
3184

3185 Committee Operation
3186

3187 The committee shall be chaired jointly by a committee member from the association and a
3188 committee member appointed by the board.
3189

3190 Members of the committee shall receive training in necessary aspects of OTES. the
3191 standards for the teaching profession, HQSD, and teacher of record prior to service on the
3192 committee. The cost, if any, shall be borne by the Board of Education.
3193

3194 The committee shall establish by mutual agreement a meeting calendar, tasks for the
3195 committee to complete, and timelines for the completion of specific tasks. The group shall meet
3196 on as appropriate to review the needs inherent in the evaluation system.
3197

3198 Committee agendas shall be developed jointly by the co-chairpersons of the committee.
3199

3200 At the initial committee meeting, the committee shall develop the ground rules by which the
3201 committee shall operate. These ground rules shall be reviewed annually.
3202

3203 At each meeting, the committee shall select an individual to act as the official scribe for that
3204 meeting.
3205

3206 Members of the committee shall receive release time for committee work and training and/or
3207 be reimbursed at the member rate per negotiated contract.
3208

3209 Minutes of meetings shall be distributed to committee members, association President, and
3210 district Superintendent following meetings of the committee
3211

3212 If either party wishes to consider any change, deletion, or addition to the evaluation
3213 procedure or process, during the term of this Agreement, it shall discuss the matter with the
3214 committee. If the discussion results in a recommendation by the committee to change or revise
3215 the evaluation procedure or process, including the evaluation instrument then said
3216 recommendation shall be subject to ratification by both parties.
3217
3218

3219 **III. EVALUATION STRUCTURE AND PROCEDURES**

3220
3221 **SCHEDULE OF EVALUATION**

3222
3223 A. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

3224
3225 B. The evaluation shall be completed no later than the first day of May, and the teacher
3226 being evaluated shall receive a written report of the results of this evaluation, including the
3227 assigned evaluation rating, not later than the tenth day of May.

3228
3229 If the board has entered into a limited contract or an extended limited contract with a teacher
3230 pursuant to Section 3319.11 of the Ohio Revised Code, the board shall perform a minimum of
3231 two (2) formal observations during the evaluation cycle in any school year in which the board
3232 may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D),
3233 or (E) of 3319.11.

3234
3235 D. Any teacher who receives an evaluation rating of “skilled” shall not be subject to another
3236 evaluation cycle until the second school year following the rating unless it is determined, in
3237 writing and through a preponderance of the evidence available to the evaluator, that the teacher
3238 is not making progress on their professional growth plan. Any teacher who receives an
3239 evaluation rating of “accomplished” shall not be subject to another evaluation cycle until the third
3240 school year following the rating, unless it is determined, in writing and through a preponderance
3241 of the evidence available to the evaluator, that the teacher is not making progress on their
3242 professional growth plan.

3243
3244 E. A teacher who is on leave for fifty percent (50%) or more of the school year; or has
3245 submitted notice of retirement on or before December 1 of the school year, and the notice of
3246 retirement has been accepted by the Board, does not have to be evaluated during that school
3247 year.

3248
3249 **IV. EVALUATORS**

3250
3251 **QUALIFICATIONS AND ROLE**

3252
3253 An evaluator must be a credentialed, contracted administrative employee of the Norwalk
3254 City School District or mutually agreed upon by the Association and Superintendent or his
3255 designee in pursuant to Sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold
3256 at least one (1) supervisor certificate/license under Section 3319.22 of the Ohio Revised Code
3257 and must be currently credentialed as stated in Ohio law.

3258
3259 Evaluators must be credentialed at the time of any evaluation, and they must renew the
3260 evaluator credential per guidelines by the Ohio Department of Education.

3261
3262 The evaluator assigned to a teacher at the beginning of a school year shall be the only
3263 evaluator for that teacher for all aspects of the evaluation procedure, unless:

3264
3265 An unforeseen emergency arises, and a new evaluator shall be assigned and evaluated
3266 teacher notified as soon as the District assigns a new evaluator.

3267
3268 The Superintendent has granted a written request from the teacher with appropriate
3269 documentation.

3270
3271 In the event a teacher performs work under the supervision of more than one supervisor,
3272 one supervisor shall be designated as the evaluating supervisor with teacher input.

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CRITERIA FOR PERFORMANCE ASSESSMENT

A teacher's performance shall be assessed based on the Ohio Standards for the Teaching Profession and designated rubrics for teaching and the criteria set forth in the evaluation instrument.

A teacher may provide additional evidence to the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional development, and student work samples at the post-observation conference.

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

No untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator. The documents and evidence may be requested by the teacher.

In implementing performance assessments, the district shall conduct all assessments so as to observe the legal rights of teachers; and no teacher performance information shall be collected by video or audio devices unless mutually agreed upon.

The district will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance unless mutually agreed upon.

No teacher shall be required to complete a Self-Assessment Form (e.g., OTES Self-Assessment Form). This tool may be used by teachers as a resource.

OBSERVATIONS

A. Schedule of Observations

1. A minimum of two (2) formal observations shall be conducted in a year in which the teacher is on an evaluation cycle. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed by the end of the first semester. The second formal observation shall be completed by April 10.

2. Teachers shall not receive a formal observation on a day before or after the following: a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days, unless mutually agreed upon.

3. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than May 1.

4. One (1) formal observation shall occur in a year in which a teacher is not on an evaluation cycle.

3327 B. Observation Conference

3328

3329 All formal observations shall be preceded by a pre-observation conference between the
3330 evaluator and the teacher within five working days. At the pre-observation conference teachers
3331 shall provide evidence for the work situation to be observed on the pre-observation form.

3332

3333 A post-observation conference shall be held after each formal observation. The post
3334 observation conference shall take place within five working days following the formal
3335 observation. At the first post-observation conference teachers shall be provided identified areas
3336 of focus. Teachers with the final holistic rating of Accomplished will select their own focus
3337 area(s). Teachers with the final holistic rating of Skilled will select focus area(s) in collaboration
3338 with their evaluator. Teachers with the final holistic rating of Developing will receive guidance
3339 from their evaluator to determine focus area(s). Evaluators will select the focus area(s) for
3340 teachers with a final holistic rating of Ineffective. Teachers shall be given the opportunity to
3341 provide evidence to support the areas of reinforcement and refinement during this post-
3342 observation conference.

3343

3344 The evaluator shall provide the teacher with paper copies of all written documentation upon
3345 request of the evaluated teacher.

3346

3347 A teacher or evaluator may request one (1) formal observation at any time in addition to
3348 those required by this procedure. The teacher may request a different evaluator from within the
3349 building or a district credentialed evaluator with approval of the Superintendent and union
3350 representative.

3351

3352 **WALKTHROUGHS**

3353

3354 A walkthrough/informal observation is a:

3355

3356 Tool to inform evaluation that provides the opportunity to gather evidence of instruction over
3357 a series of short classroom visits;

3358 Method to allow evaluators opportunity to gather additional evidence on identified focus
3359 area(s) to enhance teacher practice;

3360 Process for giving targeted evidence-based feedback to teachers; and

3361 Means for evaluators to visit classrooms more frequently and more purposefully.

3362

3363 Teachers who are fully evaluated will receive at least two documented classroom
3364 walkthroughs. These may be announced or unannounced. The walkthrough shall consist of at
3365 least five consecutive minutes, but not more than 30 consecutive minutes in duration.

3366

3367 Classroom walkthroughs are informal observations of less than 30 minutes with an
3368 emphasis on identified focus area(s) when applicable. The focus area(s) may be area(s) of
3369 strength, area(s) for improvement, or both.

3370

3371 Evaluators are not limited to collecting evidence on the identified focus area(s).

3372

3373 Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at
3374 the end of the evaluation cycle.

3375

3376 At the request of the teacher, a formal debriefing shall occur after the walkthrough to discuss
3377 observations

3378

3379

3380 **HIGH QUALITY STUDENT DATA (HQSD)**

3381
3382 Each evaluation shall contain two (2) measures of high quality student data (HQSD). When
3383 applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall
3384 include the value-added progress dimension as one (1) source of HQSD.

3385
3386 When utilizing vendor assessments to construct HQSD, all affected staff shall be trained on
3387 utilization of the assessment program.

3388
3389 New vendor assessments shall be reviewed for effectiveness on an annual basis.

3390
3391 HQSD shall be used as evidence in any component of the teacher's evaluation related to
3392 the following (ORC 3319.112):

3393
3394 Knowledge of the students to whom the teacher provides instruction;

3395
3396 The teacher's use of differentiated instruction practices;

3397
3398 Assessment of student learning;

3399
3400 The use of assessment data;

3401
3402 Professional responsibility and growth.

3403
3404 No Evaluation Factor shall be impacted solely by student performance on a test or tests.

3405
3406 HQSD shall not be aggregated to provide "shared attribution" among teachers in a District,
3407 building, grade, content area, or other group

3408
3409
3410 **PROFESSIONAL GROWTH AND IMPROVEMENT PLANS**

3411
3412 A. Professional growth and improvement plans shall be developed as follows:

3413
3414 Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for
3415 continuing professional growth and may choose the credentialed evaluator for their next
3416 evaluation cycle as set forth in this Agreement.

3417
3418 Teachers whose evaluation rating is Skilled shall develop a professional growth plan
3419 collaboratively with his/her credentialed evaluator and may have input on the selection of the
3420 credentialed evaluator for their next evaluation cycle as set forth in this Agreement.

3421
3422 Teachers whose evaluation rating is Developing shall develop a professional growth plan
3423 with their assigned evaluator, pursuant to the terms of this Agreement.

3424
3425 Teachers whose evaluation rating is Ineffective shall develop a professional improvement
3426 plan with their assigned evaluator, pursuant to the terms of this Agreement.

3427
3428 The teacher may request a teacher mentor/coach or another mutually-agreed upon teacher
3429 of the District to facilitate further discussion between the teacher and the evaluator toward
3430 development of the improvement plan.

3431
3432

3433 B. The Board shall provide professional development, mentoring/coaching, the allocation of
3434 financial resources, through credit reimbursement, to accelerate teacher growth and
3435 improvement and support to poorly performing teachers.
3436

3437 C. A teacher in their first year of employment with the District shall not be placed on an
3438 improvement plan unless the evaluator determines there are deficiencies in any individual
3439 component of the evaluation system requiring significant and immediate improvement.
3440

3441 D. The improvement plan may include:

3442 measurable instructional practices to be observed;

3443 evidence-based resources, and assistance to be provided;

3444 Clearly articulated timelines for the completion of the plan; and

3445 resources sufficient to realize the expectations set forth in the plan; and,
3446

3447 Shall utilize the proper district form.
3448

3449 E. Professional growth and improvement plans shall be aligned to the teacher's evaluation and,
3450 if applicable, include one (1) component of the District's or Building level improvement plan
3451 required under the "Elementary and Secondary Education Act of 1965", as amended.
3452

3453 No Improvement Plan or Professional Growth Plan will have more than two (2) achievable
3454 goals per Evaluation Cycle.
3455

3456 **FINALIZATION OF EVALUATION**

3457 A. Written Report - Before the evaluation cycle is final, and not later than May 10, a copy of
3458 the formal written evaluation report shall be given to the teacher and a conference shall be held
3459 between the teacher and the evaluator.
3460

3461 B. Completion of Evaluation Cycle

3462 The holistic evaluation of a teacher shall be based upon. a preponderance of the evidence,
3463 assessed in a holistic manner, that is aligned to the Ohio Standards for the Teaching
3464 Profession. Only evidence gathered during the walkthroughs and formal observations that are
3465 conducted for the current school year may be used.
3466

3467 The evaluation shall acknowledge, through the gathered evidence, the performance
3468 strengths of the teacher evaluated as well as performance deficiencies.
3469

3470 The evaluator shall note evidence of all the data used to support the conclusions reached in
3471 the formal evaluation report.
3472

3473 The evaluation report shall be signed by the evaluator; and the evaluation report shall be
3474 signed by the teacher to verify notification to the teacher that the evaluation shall be placed on
3475 file. The teacher's signature shall not be construed as evidence that the teacher agrees with the
3476 contents of the evaluation report.
3477

3478 The evaluation report shall be completed, signed by both parties, and filed with the
3479 Superintendent by May 10 signed by the evaluator and the teacher to verify notification to the
3480 teacher that the evaluation shall be placed on file. The teacher's signature shall not be
3481
3482
3483
3484
3485
3486

3487 construed as evidence that the teacher agrees with the contents of the evaluation report.
3488 Electronic signatures (e.g., a 'PIN') may be used.

3489
3490 Final Summative Rating of Teacher Effectiveness (Effectiveness Rating) – The
3491 Superintendent shall annually file a report to the Department of Education including only the
3492 following information: the number of teachers for whom an evaluation was conducted as well as
3493 the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective)
3494 aggregated by teacher preparation programs and the years in which the teachers graduated.
3495 All other information and documents obtained through the evaluation process shall be stored
3496 and maintained by the district.

3497
3498 A teacher shall be given by the district one (1) copy of all information and documents
3499 obtained through the evaluation process, if requested.

3500
3501 The district shall submit the final summative rating of teacher effectiveness to the Ohio
3502 Department of Education by May 30th.

3503
3504 The association president will be notified within two business days of any public records
3505 request to view or copy personnel files including evaluation information.

3506
3507 C. Response to Evaluation

3508
3509 The teacher shall have the right to make a written response to the evaluation and to have it
3510 attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by
3511 both parties, shall be provided to the teacher. Other remedies to abnormalities and concerns
3512 during the evaluation process may be subject to the negotiated agreement. Obvious errors in
3513 the process will be corrected at the district level with the appropriate summative rating provided
3514 in the evaluation record.

3515
3516 **V. COMMITMENT TO ORIENTATION AND PROFESSIONAL DEVELOPMENT**

3517
3518 **ORIENTATION OF TEACHERS**

3519
3520 Not later than September 15 of each year, or in the case of a new teacher, within thirty (30)
3521 days of the first day employed, each teacher shall be notified in writing of the name and position
3522 of his or her evaluator.

3523
3524 **PROFESSIONAL DEVELOPMENT**

3525
3526 The board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional
3527 development and established financial resources to support the professional learning required
3528 by this Agreement.

3529
3530 The board shall provide training on the teacher evaluation procedure for all credentialed
3531 evaluators and the association may provide training to all teachers prior to the implementation of
3532 the evaluation procedure.

3533
3534 The board / administration in collaboration with the association may provide training on the
3535 teacher evaluation procedure, including recalibration of evaluation ratings annually and said
3536 training shall address the evaluation Ohio Standards for the Teaching Profession and rubrics,
3537 tools, processes, and methodology, including the use of student growth data.

3538

3539 **SCHEDULE OF EVALUATION**

3540

3541 A. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

3542

3543 The evaluation shall be completed no later than the first day of May, and the teacher being
3544 evaluated shall receive a written report of the results of this evaluation, including the assigned
3545 evaluation rating, not later than the tenth day of May.

3546

3547 C. Dates to be established by the joint committee prior to the end of the current school year for
3548 the subsequent year.

3549

3550 D. Ohio Evaluation System (OhioES)

3551

3552 The only teacher evaluation information provided to the ODE by the district shall be found in
3553 ORC 3319.111(G).

3554

3555

3556

3557

3558

3559

Norwalk City School District

3560

Teacher Evaluation Form

3561

(Applies individuals not qualifying for OTES)

3562

Name: _____ Building: _____

3563

Subject, Grade or Area: _____

3564

Days Absent this year: _____ Days Absent last year: _____

3565

Section I: Key – These Ratings will be used:

3566

1) Excellent 2) Satisfactory 3) Needs Improvement 4) Unsatisfactory 5) Not observed

3567

A. Classroom Instruction and Effective Organization _____

3568

B. Effective Communication _____

3569

C. Interaction with Pupil (Staff) _____

3570

D. Professional Participation _____

3571

E. Professional Qualities _____

3572

F. Other Duties As May Be Assigned _____

3573

Overall Rating: (This is not necessarily arrived by adding or

3574

Averaging the six areas listed above.) _____

3575

3576

Any unsatisfactory rating shall be accompanied by a written explanation and specific

3577

recommendations for correcting any cited deficiencies.

3578

3579

Observations:

3580

3581

1. _____ From: _____ to: _____

3582

2. _____ From: _____ to: _____

3583

3584

3585

3586

3587

3588 **Section II: Use Narrative to complete this section.**

3589

3590 COMMENDABLE AREAS

3591

3592 AREAS OF NOTED IMPROVEMENT

3593

3594 AREAS NEEDING IMPROVEMENT

3595

3596 **Section III: Summary of Evaluation**

3597

3598 **Section IV:**

3599 Date of Conference: _____

3600 Signature of Evaluator: _____

3601 Date: _____

3602 Signature of Educator: _____

3603 Date: _____

3604

3605 A teacher, by his or her signature on the evaluation forms, shall acknowledge that he or she has
3606 reviewed and discussed the report with the evaluator. The teacher's signature shall not be
3607 interpreted to indicate agreement. The teacher shall have the right and opportunity to submit,
3608 within ten (10) school days, a written rebuttal for attachment to the evaluator's report and
3609 such shall be placed in his or her personal file.

3610

3611