10/07/2024
1326-01
24-MED-01-0088
44764

MASTER CONTRACT

between

THE NEWARK TEACHERS' ASSOCIATION

and

THE NEWARK BOARD OF EDUCATION

August 1, 2024 – July 31, 2027

TABLE OF CONTENTS

ARTICLE 1 RECOGNITION....1
ARTICLE 2 NEGOTIATIONS PROCEDURE FOR A SUCCESSOR CONTRACT....2
ARTICLE 3 ENTIRE AGREEMENT....4
ARTICLE 4 ASSOCIATION RIGHTS....5
ARTICLE 5 MANAGEMENT RIGHTS....7
ARTICLE 6 ACADEMIC FREEDOM....8
ARTICLE 7 GRIEVANCE PROCEDURE....9
ARTICLE 8 EVALUATION....12
ARTICLE 9 PERSONNEL FILES....13
ARTICLE 10 CONTRACTS....14
ARTICLE 11 REDUCTION IN FORCE....19
ARTICLE 12 SICK LEAVE BANK....24
ARTICLE 13 VACANCIES AND TRANSFERS....25
ARTICLE 14 TEACHING CONDITIONS....28
ARTICLE 15 UNIT MEMBER YEAR AND DAY....33
ARTICLE 16 CLASS SIZE....37
ARTICLE 17 COMMITTEES....39
ARTICLE 18 UNIT MEMBER PROTECTION....40
ARTICLE 19 SUPERVISION OF STUDENT TEACHERS....45
ARTICLE 20 ASSAULT LEAVE....48
ARTICLE 21 ASSOCIATION LEAVE....49
ARTICLE 22 SICK LEAVE....50
ARTICLE 23 PERSONAL LEAVE....51
ARTICLE 24 SABBATICAL LEAVE....52
ARTICLE 25 LEAVES OF ABSENCE, UNPAID....53
ARTICLE 26 COMPULSORY LEAVE....55
ARTICLE 27 PROFESSIONAL LEAVE....56
ARTICLE 28 FACULTY REPRESENTATIVE COMMITTEE....57
ARTICLE 29 SALARY DEDUCT DAYS....58
ARTICLE 30 SALARY SCHEDULE AND INDEX....59
ARTICLE 31 PAY PERIODS....65
ARTICLE 32 SUPPLEMENTAL CONTRACT SALARY SCHEDULE....66
ARTICLE 33 SEVERANCE PAY....70

ARTICLE 34 TUITION REIMBURSEMENT....72
ARTICLE 35 EXPENSE REIMBURSEMENT....73
ARTICLE 36 INSURANCE....74
ARTICLE 37 PART-TIME UNIT MEMBERS....76
ARTICLE 38 PROFESSIONAL DEVELOPMENT....78
ARTICLE 39 VOLUNTARY EMPLOYEE ASSISTANCE PROGRAM....84
ARTICLE 40 SMOKING ON SCHOOL PREMISES....85
ARTICLE 41 EMPLOYMENT OF RETIRED CERTIFIED/LICENSED PERSONNEL....86
ARTICLE 42 TUITION FREE STUDENTS....87
ARTICLE 43 DURATION AND IMPLEMENTATION....88
Appendix A Grievance Form....89
Appendix B Teacher Evaluation (OTES)....92
Appendix C Teacher Development and Evaluation....98
Appendix D Health Insurance Coverage....117
Appendix E Dental Insurance Coverage....123
Appendix F Vision Insurance Coverage....125
Appendix G Voluntary Employee Assistance Policy....126
Appendix H Certificated/Licensed Personal Leave Request and Absence Form....128
Index....129

ARTICLE 1

RECOGNITION

A. The Newark Board of Education (hereinafter referred to as the Board) recognizes the Newark Teachers' Association (hereinafter referred to as the Association), an affiliated local of the Ohio Education Association and the National Education Association, as the sole and exclusive representative and bargaining agent for all bargaining unit members employed or to be employed by the District.

B. The bargaining unit shall consist of all presently employed regular full and part-time employees certificated/licensed under the applicable section of the Ohio Revised Code (hereafter referred to as unit members) for all such persons to be employed by the Board during the term of this contract, including classroom teachers, guidance personnel, nurses, librarians, speech and hearing therapists, and Intervention Specialists, but excluding the Superintendent, Assistant Superintendents, directors, principals, assistant principals, Dean of Students, supervisors, school psychologists, district level coordinators, other administrative personnel, substitute teachers employed on a daily basis, part-time tutors, and other non-certificated/non-licensed employees of the Board. Any certificated/licensed employee having the authority to hire, transfer, assign, promote, discharge, or discipline and other employees having responsibility to make recommendations thereon are also excluded from the bargaining unit. Part-time unit members shall be entitled to all benefits of the contract on a pro-rated basis except as modified in Article 37, Part-time Unit Members. Intervention Specialists shall be entitled to those benefits of the contract as designated in Article 38, Intervention Specialists.

ARTICLE 2

NEGOTIATIONS PROCEDURE FOR A SUCCESSOR CONTRACT

A. **Negotiation on Behalf of the Association**

Representatives of the Association, not to exceed five (5) members, shall be selected by the Association to negotiate and to reach agreement on matters negotiated. The Association Negotiating Team shall be authorized to arrive at a tentative Master Contract in Negotiations with the Board Negotiating Team for consideration and ratification by the Association. Once the initial meeting is held, the membership of the Team shall be maintained unless there is mutual agreement by both parties.

B. **General**

1. A written request for negotiations shall be made by either party not later than seventy (70) days prior to the expiration of the contract.

   All proposals shall be submitted in writing by both parties two (2) weeks prior to the initial meeting. Thereafter, no new item shall be submitted without mutual agreement.

   As negotiated items are agreed upon, they shall be reduced to writing and initialed by each party.

   Tentative agreement on the negotiations package shall be reduced to writing and initialed by the representatives of each team, but initialing shall not be construed as final agreement. The tentative settlement shall be submitted to the Association for a vote and then to the Board. After approval, it shall be legally binding on both parties.

2. In the event the Board and the Association agree to use an interest-based or other similar bargaining process, instead of the traditional bargaining process described in paragraph B (1), above, the parties shall meet not later than 70 days prior to the expiration of the contract to discuss the parameters for such bargaining.

3. All negotiation sessions shall be closed with the aforementioned participants unless mutually agreed upon by both parties.

C. **Negotiation on Behalf of the Board of Education**

It shall be the function of the Board Negotiating Team to meet in accordance with established procedure with representatives of the Association in an effort to reach mutual understanding and agreement as to all appropriate matters submitted for negotiation. On behalf of the Board, the Board Negotiating Team is hereby authorized to arrive at a tentative Master Contract in negotiations with representatives of the Association for consideration and adoption by the Board. Once the initial meeting is held, membership shall be maintained unless there is mutual agreement by both parties.

D. **Disagreement**

1. The following alternate dispute resolution procedure shall supersede the statutory dispute resolution procedure.

2. If agreement is not reached within forty-five (45) days from the first negotiations session on all items submitted for negotiations, either party may declare impasse. Upon the declaration of impasse by either party, both parties will jointly request the services of the Federal Mediation and Conciliation Services to help resolve the impasse. The mediation process will last twenty-one (21) calendar days from assignment of a mediator or until the expiration date of the contract, whichever is less.

3. After exhaustion of the above procedure as described in D.2., or the termination of the contract after participating in the procedure in D.2., whichever is later, the Association may exercise its legal rights granted under statute, so long as if the Association, its officers or members engage in any strike, concerted refusal to work, or other job action, the Association gives the Board notice of its intent to engage in the refusal to work ten (10) days prior to the action. The notice shall state the date and time the action will commence.

E. **Consultants**

No more than two (2) consultants may be used by either party. Costs shall be borne by the inviting party.

F. **Information**

The Board will provide, as available, the following to the NTA President:

1. Monthly financial report
2. Adopted appropriations measure
3. Amended certificate
4. T and E Grid/CSI
5. Board approved budget
6. Fiscal-End Treasurer's Report to Board.

G. The scope of negotiations shall include all matters pertaining to wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

ARTICLE 3

ENTIRE AGREEMENT

A. The Board and the Association acknowledge that during negotiations which preceded this Master Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Master Contract.

B. Therefore, for the life of this contract, the Board and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject matter not specifically referred to or covered in this Master Contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this contract.

C. The provisions of this Master Contract shall constitute the entire agreement between the parties and all prior negotiated agreements not contained herein, and all rules, or regulations not contained herein shall not be binding upon the parties to the Master Contract. This Master Contract may be altered, changed, added to or deleted from or modified only through the voluntary consent of the parties in written and signed amendment.

ARTICLE 4

ASSOCIATION RIGHTS

A. **Sole Agent**

The Board shall recognize the Association as the sole and exclusive bargaining representative for the bargaining unit and shall not enter into contracts with members of the bargaining unit other than through the Association in keeping with the terms of the Master Contract. Rights and privileges provided in this section shall be exclusively granted to the Association as the sole and exclusive bargaining agent.

B. **Building Use**

The Association shall have the right to use school buildings for membership meetings, provided the building Principal is notified, except in cases of urgent necessity, no less than twenty-four (24) hours in advance of the time and place of such meetings, and the use does not interfere with the previously scheduled use of the building. During time periods when no custodian is on duty, the Association shall pay the cost of custodial cleaning and/or set-up expenses.

C. **Equipment Use**

Upon reasonable request of the Association, the Association shall have the right to use school equipment (including computers and other electronic devices), providing such use is made on school property, does not interfere with the school use of such equipment, and is done when the unit member is not teaching. Use of the telephone will be limited to local calls and shall not interrupt other staff members who are teaching or on assigned duties. Borrowed equipment must be returned in the same condition as when borrowed, taking into consideration normal wear of such equipment. Denial of the use of other equipment shall not be arbitrary or capricious. The Association shall pay for all consumable supplies.

D. **Bulletin Board Use**

The Association shall have the non-exclusive use of a bulletin board, located in a teachers' workroom/lounge or other non-public area as designated by the Principal. Any material posted shall be signed by an authorized representative of the Association.

E. **Courier/E-Mail**

The Association shall have the right to use the school inter-departmental mail service to the extent such use is concomitant with the school use of such service. The Association shall have the right to communicate with its members through the District e-mail system.

F. **Dues/Fees**

1. The Board shall direct the Treasurer to deduct from the salaries of the unit members dues for the Association/Central/NEA/OEA and/or any combination of such organizations as said unit members, individually and voluntarily, authorize the Board to deduct and to deposit the monies promptly to an escrow account designated by the Treasurer of the Association. The deduction of such monies

shall be in twenty-four (24) equal installments. Upon the deposit of such monies, the Association shall hold harmless the Board, its officers, and agents from any liability thereof.

2. The Treasurer of the Association shall certify, in writing, to the Treasurer of the Board on or before September 15 of each year during the terms of the Master Contract, the current membership dues for the Association, Central, OEA, and the NEA. The Treasurer of the Board shall be notified no less than thirty (30) days prior to any change in the amount to be deducted.

3. The Association shall communicate to all members, by newsletter or posting on bulletin boards, that a unit member, upon marking the Continuing Dues Deduction box on the United Education Profession Membership Form, may only discontinue such deduction and membership if he/she notifies the Treasurer of the Board and Association Treasurer, in writing, by September 30 of any given year.

   Unit members waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all its officers/representatives from any liability thereof.

G. **Board Meeting Agenda**

The Superintendent shall mail an advance copy of the agenda of each Board meeting to the Association President or his/her designee at the time it is sent to the Board members.

H. **Continuity of Services**

All rights and privileges granted to the Association pursuant to this Master Contract may be withdrawn by the Board if the Association, its officers or members, participate in any strike against the Newark City Board of Education during the term of this contract.

I. **Reprisals**

There shall be no reprisals of any kind taken against any professional staff member by reason of his/her membership in the Association, or his/her exercising legal rights or rights granted by this contract.

J. **Compensation for Teacher Professional Organization (TPO)**

Upon written notification by the NTA President, accompanied by a check in the correct amount, a supplemental contract for a stipend will be issued to an employee(s) for performing work for the Newark Teachers' Association or any organization with which it is affiliated. The notification shall include the name(s) of the employee(s) performing the work, the time period of the work to be performed, and the amount to be paid for the work. The NTA shall pay the Board for the amount of the stipend and all salary related fringe benefits on behalf of the employee(s). In no event shall this amount exceed the maximum allowed by Ohio Administrative Code Section 3307-6-01. The employee(s) shall be paid the stipend within thirty (30) days of the deposit of the funds from the NTA with the District Treasurer. If the foregoing provisions are amended by subsequent changes to the Ohio Administrative Code Section 3307-6-01, then such changes shall be addressed as provided in Article 2 of this Agreement.

ARTICLE 5

MANAGEMENT RIGHTS

The Board retains the exclusive right, except as amended by this Agreement and state or federal law, by and through its designated Administrators to manage the business, educational, and other programs, and the schools of the district and to direct the employees. This exclusive right, except as amended by this Agreement or state law, includes the right to hire, assign, suspend, or discipline employees for just cause, and to determine methods and programs to be used in the establishment of all school schedules, methods, processes, and other factors concerning the district. The parties agree that the right to establish policy shall be vested in the Board and, for the life of this Agreement there shall be no duty to bargain over Board policy or the effects that such policy would have on wages, hours, or terms and other conditions of employment, provided that policy shall not violate any of the express terms of this contract.

It is understood and agreed that any of the rights, powers or authorities the Board and Administration had prior to the signing of this Master Contract are retained by the Board and Administration except those specifically and explicitly modified by the express provisions of this Master Contract.

Where the rights, powers and authorities of the Board of Education are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided herein.

ARTICLE 6

ACADEMIC FREEDOM

Each teacher is charged with teaching the Board adopted and approved course(s) of study for his/her assigned responsibility. Academic freedom shall be guaranteed to unit members to explore critical and controversial issues when pursued in accordance with Board Policy and approved courses of study. Differences in educational philosophies and teaching styles may be resolved through the establishment of specific goals within the realm of the Criteria for Teacher Development and Evaluation. The teacher and his/her Association Representative shall have the right to review differences, which exist with respect to the subject of academic freedom with the Superintendent/Principal or their designee.

ARTICLE 7

GRIEVANCE PROCEDURE

A. **Definitions**

Grievance - A grievance is an alleged violation, misinterpretation or misapplication of the terms of this Master Contract between the Board and the Association.

Grievant - A grievant is a named unit member, the Association (with at least one (1) unit member listed by name) or group of unit members (listed by name) who allege that some violation, misinterpretation or misapplication of the aforementioned Master Contract has actually occurred.

Group Grievance - A grievance alleged to be a group grievance shall have arisen out of identical circumstances affecting each unit member of said group. Group grievances and Association grievances shall be filed at Step 2 only if an immediate supervisor is not involved.

Immediate Supervisor - A unit member's immediate supervisor is the individual to whom the unit member is directly responsible. At the building level, this is the Principal or his/her designee (Administrator).

Day - Other than for written grievances pending at the close of the school year, all references to days means days in which school is in session. Written grievances pending at the close of the school year shall be processed by agreement of the parties.

B. **Rights**

A unit member shall have the right to submit a grievance for consideration through the steps defined herein. Such procedures shall be available to all unit members and no reprisals shall be taken against a unit member for initiating and following the grievance procedures.

At all steps of the grievance procedure, the aggrieved party or group or the Administrator or designee may be represented by himself/herself and a representative of his/her choice.

During the term of this Agreement, no grievant may be represented by any teacher organization other than the Newark Teachers' Association in any actions initiated through this procedure.

All grievance records shall be kept separately from the employee's personnel file and shall be subject to the same rules and confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be considered confidential.

The NTA has the exclusive right to be present for and agree to the adjustment of any and all grievances.

A copy of all communications relative to the process of grievances shall be forwarded to the President of the Association.

The Association has the exclusive right to determine whether a grievance shall be submitted to the arbitration step of this procedure.

C. **Informal Step**

During the course of this contract, problems may arise concerning the interpretation or application of this contract. When such problems arise, an attempt shall be made within nine (9) days to settle them informally by means of a discussion between the supervisor and the unit member(s) involved. A problem, which cannot be resolved informally, may be processed as a formal written grievance.

D. **Time Limits**

Time limits provided in this Article shall be strictly adhered to as maximums. Time limits may be extended only by mutual written agreement of all parties concerned. Failure of the Administration to respond in writing within the number of days prescribed at any Step in the formal grievance process shall automatically move the grievance to the next Step. Failure of the Grievant to appeal to the next Step in the grievance process within the time limit set forth in the grievance process shall resolve the grievance based on the last response provided by the Administration.

E. **Grievance Process**

Step 1. If the discussion related to an informal complaint does not resolve the grievance to the satisfaction of the unit member, the unit member(s) shall have the right to lodge a written grievance with the immediate supervisor. A copy of the written grievance shall also be filed with the Director of Certificated/Licensed Personnel. If such grievance is not submitted in writing to the immediate supervisor within fifteen (15) days following the act or condition which is the basis for the grievance, such grievance is no longer grievable. If the grievance is not within the authority of the immediate supervisor to resolve, with the approval of the Director of Certificated/Licensed Personnel the written grievance may be filed directly at Step 2 of the grievance process and bypass the Step 1 filing.

The written grievance shall provide a concise statement of the facts upon which the grievance is based and include the identification of the aggrieved party or parties; the nature of the grievance; the provision(s) of the current written Agreement involved in the grievance; and the nature of the redress sought by the aggrieved party or parties. The grievance form, included in this Master Contract in Appendix A, will be used to process any grievance. Within ten (10) days after receipt of a written grievance, the immediate supervisor shall respond in writing to the grievant(s) concerning his/her final position or decision regarding the grievance. A copy of the supervisor's response shall be sent to the Director of Certificated/Licensed Personnel.

Step 2. If the grievance is not resolved in Step 1 to the satisfaction of the grievant(s), such grievant(s) may appeal the decision of the immediate supervisor to the Director of Certificated/Licensed Personnel. Such appeal must be filed, in writing, within ten (10) days after the unit member receives the written decision from the immediate supervisor. If either party requests a conference, the Director of Certificated/Licensed Personnel shall confer with the grievant(s). If a conference is held, the Director of Certificated/Licensed Personnel shall provide a written decision concerning the grievance to the grievant(s) and the immediate supervisor within ten (10) days of the conference. If no conference is held,

the Director of Certificated/Licensed Personnel shall provide a written decision concerning the grievance to the grievant(s) and the immediate supervisor within ten (10) days following receipt of the appeal.

Step 3. If action taken by the Director of Certificated/Licensed Personnel does not resolve the grievance to the satisfaction of the grievant(s), such grievant(s) may appeal, in writing, to the Superintendent of Schools within ten (10) days after receipt of the written decision from the Director of Certificated/Licensed Personnel. If either party requests a conference, the Superintendent shall confer with the grievant(s). If a conference is held, the Superintendent shall provide a written decision concerning the grievance to the grievant(s), the Director of Certificated/Licensed Personnel, and the immediate supervisor within ten (10) days of the conference. If no conference is held, the Superintendent shall provide a written decision concerning the grievance to the grievant(s), Director of Certificated/Licensed Personnel, and the immediate supervisor within ten (10) days.

Step 4. If the grievance is not satisfactorily resolved at Step 3, it may be appealed according to the following procedures:

Grievances regarding an alleged violation, misapplication, or misinterpretation of a specific item of this Master Contract may be appealed to binding arbitration. Such appeal must be filed within ten (10) days of the receipt of the Superintendent's decision.

1. An arbitrator shall be selected by the parties within fifteen (15) days of the written appeal by using voluntary rules of the American Arbitration Association.

2. The arbitrator shall be empowered only to base his/her decision upon some specific Article and Section of this Master Contract, and shall have no power to add to, subtract from, or modify this Master Contract by implication or otherwise.

3. The decision of the arbitrator, if rendered within and in accordance with the above stated power, shall be final and binding on the Association, the bargaining unit member(s) involved, and the Board.

4. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its unit member(s) involved, and the Board.

5. Except as provided previously, the cost of the arbitrator shall be paid equally by the grievant and the Board. All other costs will be paid by the party incurring those costs.

The Grievance Form is found in Appendix A.

ARTICLE 8

EVALUATION

A. **Teacher Development and Evaluation System**

Appraisal of unit members shall follow the Teacher Development and Evaluation System included in Appendix B and Appendix C of this Agreement.

B. **Revision**

No changes shall be made without mutual consent of the Board and the Association.

C. **Components**

The Teacher Development and Evaluation System shall include provisions for the following:

1. The evaluation procedures shall be uniformly applied.

2. The evaluation shall be reviewed with the teacher by the evaluator within a prescribed time following observation(s) forming the basis of the evaluation.

3. A schedule shall be prescribed of observation(s) of a unit member's performance upon which any written evaluation shall be based.

4. If requested by affected teacher, a mentor teacher shall be provided for the teacher who has been denied a multi-year contract and/or who has been placed on a supervisory discretion evaluation for two (2) consecutive years or more.

D. **Grievances**

The arbitration provisions of the Grievance Procedure (Article 7) shall apply only to grievances involving procedures and/or the components as listed in Section C, above, of the Teacher Development and Evaluation System.

E. **Compliance with Law**

The Board and Association specifically agree that compliance with the evaluation procedures set forth in this negotiated Agreement shall fully satisfy any and all requirements of law with respect to the non-renewal of limited and extended limited teaching contracts for members of the bargaining unit including, but not limited to, all the requirements of Section 3319.111 of the Ohio Revised Code. To the extent this Article 8 and Appendix B and Appendix C provide evaluation requirements in addition to those of Section 3319.111, they are intended to supplement but not supersede section 3319.111.

F. **Supplemental Contract Evaluation**

Supplemental contracts may be evaluated using the appropriate supplemental job description checklist.

ARTICLE 9

PERSONNEL FILES

A. **Establishment of Files**

There will be established and maintained one official file for all unit members. The file shall be maintained in the Office of the Director of Certificated/Licensed Personnel.

1. Contents and Access

Information contained in the personnel files shall be open to the unit member or his/her authorized representative or witness upon request or subpoena through authorized legal procedure. Unit members shall have copies of any additions made to their personnel files within ten (10) days of such additions. All information contained in the personnel file may be made available at any time to members of the Administrative staff and Supervisory staff or Board provided, however, that members of the Board who wish to inspect personnel files outside the scope of their official duties shall follow Board of Education policies, but members of the Board shall have access to such files only in executive session. The clerical staff of the Superintendent and other designated administrative staff shall have access to all personnel files to perform necessary clerical responsibilities associated with required record keeping. A unit member shall have the right to inspect and request photo copies of his/her files at any time during the normal working hours of the Superintendent's office as long as such inspection does not interfere with assigned responsibilities of the unit member and is in the presence of the Superintendent or his/her designee. Such request shall not be arbitrarily or capriciously withheld. The Board may charge a reasonable cost for the photocopies.

If a member of the public seeks to review a unit member's personnel file, the unit member will be advised of such request, and, if available, may be present or have a representative present when his/her personnel file is viewed.

B. **Rebuttal of Contents**

If a unit member and the Superintendent or his/her designee agree there is adequate evidence that certain material presented as factual in said member's file is irrelevant, inappropriate, or inaccurate, such material shall be removed from the file or corrected. If the unit member and the Superintendent or his/her designee are unable to reach an agreement, and the unit member still feels the material presented as factual in the file is irrelevant, inappropriate, or inaccurate, such unit member shall have the right to attach a written statement to the disputed information including the date when filed.

ARTICLE 10

CONTRACTS

A. **Length of Contracts**

1. Upon initial employment of a unit member, the contract of employment for a fully certified/licensed teacher shall be for a term of one (1) year; if reemployed at the conclusion of each contract, the subsequent contracts shall be as follows:

   Second Contract - 1 year
   Third Contract - 2 years if the unit member has successfully passed the Resident Educator Summative Assessment or one (1) year if the unit member has not successfully passed the RESA
   Fourth Contract and all succeeding contracts - 3 years

2. Teachers holding temporary certification/licensure shall be eligible for one (1) year contracts only. However, having served at least one year under a temporary certificate/license, such teacher may be advanced on the schedule noted above once he/she becomes fully certified/licensed.

3. For purposes of this Agreement, "initial employment" means the year that the unit member was first employed with the school district. In cases of interrupted service, initial employment means the year in which the most recent period of uninterrupted service began.

B. **Probationary Status**

Upon the recommendation of the Superintendent, the Board may grant a one (1) year probationary contract on the following conditions:

1. The Superintendent shall notify the unit member, in writing, on or before June 1, of his/her intent to recommend a probationary contract. Reasons directed at the professional improvement of the unit member based on the teacher evaluation, the Ohio Standards for the Teaching Profession, or the Licensure Code of Professional Conduct for Ohio Educators shall be included with the notification. The Board will also notify the unit member on or before June 1 of its action upon the Superintendent's recommendation.

2. Upon the termination of the probationary contract, the unit member must be advanced to the next multi-year contract, or notified of the Board's intent not to renew such contract pursuant to law.

3. If requested by the affected teacher, a mentor teacher shall be provided for the teacher who has been denied a multi-year contract and/or who has been placed on a supervisory discretion evaluation for two (2) consecutive years or more. The mentor teacher shall follow a written remedial plan prepared and mutually agreed upon by the unit member, mentor teacher, and Principal/supervisor. Released time shall be granted to the mentor teacher upon the approval of the Principal/supervisor if the mentor teacher is a member of the teaching staff.

The mentor teacher shall work cooperatively with the unit member and the Principal/supervisor to assist the unit member in successfully completing a remedial plan for improvement. The mentor teacher shall not be required to provide information and/or documentation to be used in the unit member's evaluation, shall not be required to report communications between the mentor teacher and the affected teacher to any member of the Administration, nor shall the mentor teacher be subpoenaed to testify about the mentor teacher program in any hearing held to consider the affected teacher's future employment in the district.

C. Bargaining unit members who are in the last year of a limited contract and who are on an approved extended leave between September 15 and March 31 and are thus unavailable for purposes of evaluation, shall receive an automatic one- (1-) year extension of their current limited contract.

All members issued a one- (1-) year contract extension shall be evaluated during this extension year. Following the one- (1-) year extension, the contract sequence contained in Section A of this article shall be applicable.

For the purpose of this article, an approved extended leave shall be defined as a leave of sixty (60) or more continuous workdays.

D. **Continuing Contracts – Licensed Prior to January 1, 2011**

Bargaining unit members who were initially issued a teacher's certificate or educator license prior to January 1, 2011, are eligible for a continuing contract based upon the following conditions:

1. Certification/License

The member must hold a professional, permanent or life certificate OR hold a five-year professional educator license.

2. Coursework

a. If the member held a master's degree at the time of initially receiving a teaching certificate/license, the member must have completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the issuance of the certificate/license.

b. If the member did not hold a master's degree at the time of initially receiving a teaching certificate/license, the member must have completed thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the issuance of the certificate/license.

3. Service Requirement

a. Members must have taught within the District for at least three (3) of the last five (5) years.

b. If the member held a continuing contract in another district, he/she must have taught at least two (2) of the last five (5) years in the District.

E. **Continuing Contracts – Licensed On or After January 1, 2011**

Bargaining unit members who never held a teacher's license and were initially issued an educator license on or after January 1, 2011, are eligible for a continuing contract based upon the following conditions:

1. The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.

2. The teacher has held an educator license for at least seven years.

3. The teacher has completed the applicable one of the following:

   a. If the member held a master's degree at the time of initially receiving a teaching license, the member must have completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the issuance of the license.

   b. If the member did not hold a master's degree at the time of initially receiving a teaching license, the member must have completed thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the issuance of the license.

4. <u>Service Requirement</u>

   a. Members must have taught within the District for at least three (3) of the last five (5) years.

   b. If the member held a continuing contract in another district, he/she must have taught at least two (2) of the last five (5) years in the District.

F. In order to be eligible to receive a continuing contract, a unit member must give written notice to the Director of Certificated/Licensed Personnel and the unit member's immediate supervisor on or prior to October 15 of the school year prior to the continuing contract taking effect and the professional certificate/license must be filed in the office of the Director of Certificated/Licensed Personnel on or prior to May 1 of the school year prior to the continuing contract taking effect.

G. **Use of Leave**

For the purposes of this Article, a unit member's continuous service shall not be interrupted by the use of sick leave or other approved leaves of absence.

H. **Salary Notice for Continuing or Multi-Year Contracts**

All unit members who hold a continuing contract or multi-year contract shall be issued a salary notice in accordance with Section 3319.12 of the Ohio Revised Code.

I. Information on Contracts

1. Teaching Contract

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

a. Name of unit member

b. Name of school district and Board of Education

c. Type of contract, limited/continuing, duration of limited

d. Signatures of the Board President, Board Treasurer, and unit member

e. Board Policy-Master Contract: The unit member agrees to abide by the terms and conditions of the Master Contract between the Newark Teachers' Association and the Newark Board of Education. The unit member further agrees to abide by the Newark Board of Education policies and administrative rules and regulations.

2. Supplemental Contracts

a. All unit members employed by the Board and paid to perform supplemental assignments shall be given written supplemental contracts.

b. Whenever possible, the supplemental contract shall be issued prior to the start of the duty. Information contained on supplemental contracts shall be:

(1) Name of unit member

(2) Name of school district and Board of Education

(3) School year effective

(4) Title of the supplemental position

(5) The amount of pay

(6) Signature of the Board President, Board Treasurer, and unit member

(7) There shall be attached to each initial supplemental contract (includes all supplemental contracts awarded for the first time under this Master Contract) a job description. A notebook of up-to-date job descriptions is available in the Office of the Building Principal, in the Library of each school building, in the Personnel Office at the Administrative Service Center, and in the Newark Teachers' Association office. If revisions are made in a job description, copies shall be sent to those individuals holding such supplemental contracts.

(8) Supplemental contracts are for a one (1) year period of time and shall automatically be non-renewed at the conclusion of that one (1) year period without further action by the Board of Education.

c. The Board of Education agrees that willingness to accept supplemental contracts shall not be the deciding factor for granting a regular teaching contract.

ARTICLE 11

REDUCTION IN FORCE

Reduction in force is action taken by the Board because the number of individuals in the bargaining unit is greater than the number of bargaining unit positions to be filled.

A. **Definition**

1. The Board of Education shall suspend the contracts of bargaining unit members in order to conduct a reduction in force (RIF) for the following reasons:

   a. A decline in pupil enrollment,

   b. The suspension, closing or consolidation of school buildings,

   c. Territorial changes affecting the district,

   d. Board approved changes in curricular offerings or grade level structure,

   e. Financial reasons,

   f. Return to active duty of staff member from a leave of absence,

   g. Declaration by the Auditor of State placing the district in Fiscal watch or emergency.

2. Elimination of positions due to resignation, retirement, death, termination, or transfer to a non-bargaining unit position should be used by the Board to reduce the number of positions in the bargaining unit prior to the implementation of any suspension of contracts in keeping with the provisions of this Article.

3. "Comparable evaluation" shall be measured based on the final holistic rating from the teacher evaluation process. The ratings within each category are considered comparable to one another within the same category.

B. **Seniority**

1. Seniority shall be defined as the length of continuous service in the Newark City School District and shall begin to accrue as of the individual's date of hire in a bargaining unit position.

2. Seniority shall accrue for all time a member is on active pay status, on an approved leave, is receiving workers' compensation benefits and is on the recall list.

3. Time spent in a non-bargaining unit position shall not contribute to the accrual of seniority, but shall not constitute a break in seniority.

4. A tie in seniority shall occur when two (2) or more unit members have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior member:

a. The member with the earliest date of hire (date of Board action to hire); then

b. The member with the greatest amount of teaching experience; then

c. The Board shall break any remaining ties in seniority based upon attendance and work performance.

5. Seniority shall be lost when a unit member retires, resigns, is non-renewed or otherwise leaves the employment of the Board. Unit members who are non-renewed and re-employed the following school year with no school days lost shall not lose seniority.

6. On or before October 30 of each school year, the Director of Certificated/Licensed Personnel shall provide a seniority list of all bargaining unit members to the Association President. All members shall be placed on seniority lists in each teaching field for which they are certificated/licensed. The seniority list shall include:

a. Member's name
b. Date of hire; and
c. Type of contract (continuing or limited).

Any challenge to the validity of the seniority list shall be subject to the grievance procedure.

C. **Procedures**

1. When a Reduction in Force action is to be taken, the Superintendent shall announce to the Association President that it is necessary to suspend contracts. This announcement will include the certification/licensure areas that might possibly be affected.

2. Thirty (30) calendar days before the Board acts on a RIF, the Association President and individual bargaining unit member(s) whose contracts are to be suspended, whose position is to be eliminated and who may be displaced by a unit member with greater seniority will be notified in writing by the Director of Certificated/Licensed Personnel.

3. Individuals shall be suspended from the certification/licensure areas according to the recommendation of the Superintendent. Unit members whose position is eliminated but whose contract is not suspended shall have the right to select placement into open positions to be filled within their current teaching field. Preference will be given to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

4. A unit member who is to be suspended and holds valid certification/licensure in one or more areas of certification/licensure other than his/her current assignment may elect to displace the unit member with the least seniority in all areas of certification/licensure held by such unit member provided that member has less seniority and that both members have comparable evaluations. The unit member

electing to displace another unit member shall displace the least senior employee if their evaluations are comparable, and shall not be afforded the option to choose a preferable position of a less senior unit member. In no case shall a teacher serving under limited contract be allowed to displace a teacher serving under a continuing contract.

5. The order of reduction in each certification/ licensure area shall be as follows:

   First: Bargaining unit members holding limited contracts.

   Second: Bargaining unit members holding continuing contracts.

6. Certificated/licensed personnel who hold a continuing contract and who are RIF'd from a non-bargaining unit position shall be placed on the seniority list(s) in each teaching field for which they are certificated/licensed at the lowest position for individuals in that area who hold a continuing contract, and shall be entitled to all notice, displacement and recall rights set forth in this Article.

D. **Lay Off and Recall**

1. Bargaining unit members on suspended contracts as a result of a RIF shall be recalled in inverse order of their release. A recall list shall be established and a copy provided to the Association President.

2. If acceptable to insurance carriers, bargaining unit members affected by RIF shall be permitted to be a part of any one or all of the group plans for hospitalization and other insurances by making monthly payments to the Treasurer by the first day of each month. This provision shall exist as long as the bargaining unit member is on the recall list.

3. Bargaining unit members returning from suspended contract status after a RIF shall receive appropriate placement for purposes of salary and other benefits and all benefits to which a teacher was entitled at the time of his/her layoff, will be restored upon return to active employment.

4. A bargaining unit member eligible for retirement who elects to retire at the time of suspension of his/her contract, shall be eligible for severance pay in accordance with Article 33 of this contract.

5. Bargaining unit members affected by RIF shall remain on the recall list for a period of twenty-four (24) months from the effective date of layoff unless:

   a. The bargaining unit member requests his/her name be removed;

   b. The bargaining unit member declines a position offered for which he/she is certified/licensed; or

   c. The bargaining unit member is recalled by the Newark City Schools.

6. The Board shall give written notice of recall by certified mail with a return receipt. It shall be the responsibility of each bargaining unit member to notify the Office of the Director of Certificated/Licensed Personnel of any temporary or permanent

change of address. Within three (3) working days of receipt of a written offer for recall, the bargaining unit member shall notify, by calling collect, if necessary, the Office of the Director of Certificated/Licensed Personnel indicating his/her availability to accept the position. Within five (5) working days of receipt of a written offer for recall, the bargaining unit member shall accept the position. If either of these time limits is not met, it shall be determined that the bargaining unit member has declined the position.

7. The Administration will provide letters of recommendation in behalf of bargaining unit members affected by a RIF, and will attempt to provide other forms of assistance, where possible, upon the request of the bargaining unit member.

8. No unit members new to the district will be employed until all properly certificated/licensed unit members on the recall list have been offered a contract for the position in accordance with the provisions of this Article.

9. Certificated/licensed employees separated from service for reasons outlined in the first paragraph will be given preferential consideration as substitutes if such consideration is requested in writing and the employee holds current certification/licensure.

10. A list of those certificated/licensed employees separated from service, along with qualifications or recommendations, will be provided neighboring districts.

11. Bargaining unit members on the recall list shall have the right to file additional certification(s)/license(s) with the Administration which were earned while on lay-off status. Members filing such certificates/licenses shall be eligible for recall in all certificated/licensed areas.

12. Members affected by a RIF shall have the right to accept or reject recall to a part-time position in the District. If a member accepts a part-time position, his/her name will remain on the recall list for recall to a full-time position. If a member rejects a part-time position, his/her name will remain on the recall list and such employee will continue to be eligible for unemployment benefits, as permitted by law.

13. No transfer or reassignment shall be made during a period of RIF to prevent the recall of a member on lay-off status.

E. **Exclusions**

Non-renewal or termination of a unit member's contract shall be in accordance with, and shall not abridge the Board's right as provided in Section 3319.11 or 3319.16 of the Ohio Revised Code unless otherwise stipulated in this specific Article (Article 11).

F. **Suspensions**

The contract of a teacher hired to replace a bargaining unit member on a leave of absence may be suspended because of the return to duty of the regular unit member, without any right of recall.

Teachers hired to replace a regular unit member on leave of absence shall be so informed in writing and shall also be informed that their contract may be suspended at the return to duty of the regular teacher, without any right of recall.

ARTICLE 12

SICK LEAVE BANK

The Newark City Board of Education and the Newark Teachers Association hereby agree to a Sick Leave Bank on the following basis:

A. Each member of the bargaining unit may voluntarily donate unused sick leave days to a Sick Leave Bank. The Sick Leave Bank shall have not less than fifty (50) days as certified by the Association. The Sick Leave Bank shall not exceed a maximum of four hundred (400) days. Bargaining unit members shall also have the ability to voluntarily transfer sick leave days to other specific members of the bargaining unit.

B. A committee comprised of the Superintendent or his/her designee, the President of the Association, or his/her designee, one (1) Administrator chosen by the Superintendent, and one (1) Association member chosen by the Association President, shall administer the Bank and direct transfers of days to an individual bargaining unit member. The Committee shall approve applications for additional requests, as described in Paragraph D, at its discretion. The Superintendent or his/her designee shall serve as chairperson.

C. Bargaining unit members who have exhausted all of their sick leave accumulation and who have developed a serious or catastrophic illness are eligible for sick leave days from the Bank or transfers from other bargaining unit members. The sick leave bank committee has the authority to approve use of sick leave days from the bank and bargaining unit member transfers for extenuating circumstances that involves a unit member's immediate family (as defined in Article 22).

D. Eligible bargaining unit members shall be granted up to a maximum of twenty (20) days per request and a total of forty (40) days per school year unless additional days are authorized by the Sick Leave Bank Committee.

E. Prior to approval for the advancement of days or within ten (10) days of the date of the request, the member shall be required to provide documentation to substantiate his/her serious or catastrophic illness when requested by any Committee member.

F. In no case shall the receipt of sick days under this Article prevent or prolong a bargaining unit member from applying for and going on disability retirement.

G. The receipt of donated sick leave days shall not be used as a means for increasing retirement compensation and/or severance pay.

ARTICLE 13

VACANCIES AND TRANSFERS

A. **Definitions**

1. A vacancy shall be any newly created or open position(s) in the bargaining unit which the Board or Superintendent intends to fill.

   A position shall be considered vacant when a unit member:

   a. Dies
   b. Resigns
   c. Retires
   d. Is terminated
   e. Is transferred
   f. Is promoted
   g. Is non-renewed
   h. Whose disability extends beyond one (1) year.

2. a. A transfer shall be a change in assignment within the bargaining unit from one position to another.

   b. A voluntary transfer shall mean a transfer initiated by the bargaining unit member.

   c. An involuntary transfer shall mean a transfer initiated by the Board.

   d. The words “transfer” and “reassignment” are synonymous.

B. **Posting**

1. All vacancies shall be made known to teachers in keeping with the following provisions before employment of a teacher new to the district.

2. The Administration may make in-building changes of assignments when an opening occurs prior to posting the vacant position to be filled. The Board shall maintain a list of all vacancies occurring during the summer months on a daily basis by means of posting on the District’s website. Vacancies which occur during June and July shall be listed for a period of three (3) days before being filled. Bargaining unit members wishing to apply for these vacant positions shall be responsible for checking the District’s website for vacancies. A written application for the vacancy must be submitted to the Director of Certificated/Licensed Personnel through hand delivery or electronic transfer within the listing period. Vacancies that occur between August 1 and September 1 shall be listed for a period of one (1) day before being filled. Vacancies at other times in the school year shall be posted on a designated faculty bulletin board within five (5) days of the determination of a vacancy.

3. In no case during the term of this negotiated Agreement shall any vacancy be filled permanently until notice of that vacancy is posted following the provisions of this

section. All new assignments of a bargaining unit member shall be made within thirty (30) days. During the summer months, if extenuating circumstances exist, the Board may have up to 35 days. Additional time may be obtained with approval of the Association President. Further, when a posted vacancy is to be filled by a currently assigned unit member, the Administration may defer the actual transfer of the unit member until the beginning of the next semester or school year. When exercising such option the Administration may use substitute teachers or temporary replacements to fill such openings during the interim.

4. Vacancies may be advertised outside the bargaining unit and external candidates may be interviewed concurrently with application of the provisions of this Article. All internal applicants will be interviewed and given first consideration prior to hiring any external candidates. If an internal candidate is not selected for the position, the candidate will be provided written feedback within five (5) work days.

5. A copy of all vacancies shall be mailed or e-mailed to the Association President.

C. **Voluntary Transfers**

1. Bargaining unit members must submit an application for the vacant position within the posting period set forth in Section (B)(2).

2. Requests for transfers shall be considered when vacancies exist for which those members requesting said transfers are certificated/licensed and meet the specific qualifications as outlined on the notification of vacancy form. Transfers occurring during the school year which would negatively impact students' or the District's educational program may be deferred in accordance with Section B-3.

3. The Board reserves exclusive right to hire and assign.

4. If the designated Administrator is not in receipt of any application within the specified time or if the applicants do not meet the specific qualifications as outlined on the notification of vacancy form, he/she may then consider and/or hire applicants from outside the school system.

5. The provisions of this Article will not be construed to prevent the District from maintaining a pool of acceptable outside candidates to be tapped when no qualified internal applicant(s) applies for a vacancy the Board intends to fill.

6. Within seven (7) calendar days of the closing of the posting, an applicant will be notified of the date and time of his/her interview or will be notified that he/she is not being interviewed. Notification will be made through either a written document or recorded message.

D. **Involuntary Transfers**

1. In the event the Board intends to involuntarily transfer a teacher, qualified volunteers will be sought first from within the affected building.

2. If no volunteers are interested, the unit member in the affected building with the least district seniority will be advised of the transfer as soon as possible.

3. The unit member will be provided the relevant reasons and need for the transfer, in writing, if requested.

4. Upon request, the unit member will have the opportunity to meet with the Superintendent or his/her designee regarding the transfer.

5. Teachers whose positions are affected, will be involuntarily transferred into vacant positions of their choice by district seniority. Such transfers will take place prior to in-building changes of assignment and/or the posting of vacant positions. Such teachers shall choose the vacant position at the time such vacancies exist, but in no event later than June 1.

6. A unit member's involuntary transfer shall be noted in writing on the unit member's formal evaluation if requested by the unit member during the year of transfer and the following year.

7. No member of the bargaining unit shall be involuntarily transferred as a means of discipline.

8. If a unit member is involuntarily transferred after the beginning of a school year to a different building or grade level, he/she will be given two (2) days of release time to be spent on the job in preparation for the new assignment, if requested.

9. No member will be involuntarily transferred into a position for which he/she does not hold a valid certification/license.

E. **Assignment**

Nothing in this Agreement limits the Superintendent's right of assignment pursuant to ORC 3319.01.

ARTICLE 14

TEACHING CONDITIONS

A. **Conference and Planning Time**

The schedule of an individual teaching more than half-time shall provide for a minimum of two hundred (200) minutes conference/planning time per week, with at least one hundred eighty (180) minutes to be scheduled within the student day. At least five (5) conference/planning periods per week of not less than thirty (30) minutes shall be scheduled at the elementary level. Part-time teachers will receive no less planning time than the percentage of time taught multiplied by the two hundred (200) minutes. There shall be five (5) minutes between the end of one class and the beginning of another class for special area teachers, whenever practical. At grades 4-12, consecutive time of less than forty (40) minutes shall not count toward the two hundred (200) minute minimum. Times when students are under the direct supervision of a unit member shall not count. Travel time shall not count as part of a unit member's planning period or lunch. Travel time between buildings, from the end of one class to the start of another, will be no less than thirty (30) minutes when the distance between buildings is four (4) miles or more, and twenty (20) minutes when the distance between buildings is three (3) miles or less. Consideration will be given when scheduling to allow time for itinerant teachers who must pack up/clean up materials and equipment before leaving one building, transport materials, and set up materials/equipment in the next building. Planning time will normally be used for the professional activities of an individual teacher. These professional activities will be at the discretion of the individual teacher. The equivalent of one-fifth (1/5) of a teacher's planning periods per week may be used for other activities which provide for direct services to students.

B. **Loss of Conference Time**

In the event a unit member loses conference/planning time for other required duties during times normally set aside as that unit member's planning/conference period, that unit member will be paid additional compensation at the rate of twenty-seven dollars ($27) per conference period. Compensation shall be included in the next paycheck providing the unit member has properly filled out the time sheet by the deadline. This section does not apply to time lost due to school assemblies/programs, state testing or professional development when a substitute is provided.

C. **Responsibility for Additional Students**

The Board will use all reasonable efforts to avoid dividing students among different classrooms when a teacher is absent. However, when a substitute is unavailable and a member's students are reassigned to other members for a full school day, the Board will pay $130 per day ($65 per half (1/2) day and $32.50 per quarter (1/4) day) per absent teacher, which shall be divided equally among the teachers assuming responsibility for the absent member's students.

This additional compensation shall be paid to a school nurse if he/she is required to assume the responsibilities of an absent nurse.

D. **Evaluation Team Reports**

There will be a subcommittee formed to develop solutions and parameters for bargaining unit members' involvement in the writing of ETRs.

The building IEP teams will meet at the beginning of the year for the purpose of establishing dates and timelines to ensure compliance.

Intervention Specialists may submit a Purple Sheet for time spent outside the teacher workday writing ETRs up to a maximum of four (4) hours per ETR. These hours are excluded from the eleven (11) hours referenced in Article 15(B)(3).

E. **Change of Teaching Assignments**

1. Unit members may express their preferences related to their teaching and non-teaching (student supervision that does not require prior planning or grading) assignments for the following school year at their assigned building by submitting such preferences in writing to the building principal prior to March 1. This will not limit the right of the Administration to reasonably assign teaching duties.

2. To the extent practicable, unit members under contract during a school year will be notified in writing of their teaching assignment and schedule for the following school year no later than the close of the current school year and, if there is a change of assignment, this notice will also contain the reason for such change.

F. **Lunch Period**

Unit members may leave the school building during their lunch periods.

G. **Certification/Licensure**

Unit members shall not be assigned to teach in subject matter areas in which they do not hold a valid teaching certificate/license issued by the State Department of Education. If exceptions are made, notification of the unsuccessful search for a certificated/licensed candidate shall be made by the Superintendent to the Newark Teachers' Association President within ten (10) days following the assignment. In such cases, the Superintendent shall apply to have the affected member granted a temporary certificate/license. Unit members are responsible to keep their teaching certificate/license current, and upon expiration of a previous certificate/license, must supply a current certificate/license to the Director of Certificated/Licensed Personnel on or before September 1. Failure to supply a current teaching certificate/license will result in the withholding of a unit member's pay until such certificate/license is provided.

H. **After School Activities**

All teachers in the district shall receive a complimentary pass to all high school athletic events. Passes issued are not transferable. Interested members are responsible for contacting the Athletic Director.

I. **Damage Liability**

Unit members shall not be held liable by the Board for accidental loss or damage to school equipment and supplies while transporting them in his/her personal automobile. Unit members required to transport pupils will be provided with liability insurance paid by the Board.

J. **Safe and Healthful Working Conditions**

1. A Safety Task Force shall be created by September 15 of each school year for the expressed purpose of monitoring the workplace for toxic chemical, noxious gasses, extreme temperatures, or other hazardous conditions, including inappropriate facilities for classes. The membership of this Task Force shall consist of the Superintendent or his/her designee, the Director of Classified Personnel and Support Services and one (1) unit member each from the elementary, middle school and high school levels selected by the Association.

2. The Task Force shall meet at least twice each year, as mutually agreed upon by the Task Force members.

3. The Task Force shall, at its first meeting each year, elect a chairperson and a secretary. Formal minutes of all proceedings shall be kept.

4. The Task Force shall meet and confer to ensure compliance with the provisions of the Revised Code.

5. A unit member may request to be placed on the agenda of a scheduled meeting to address topics relating to the Task Force's function. A unit member must request to be placed on the agenda one (1) week prior to the meeting. Should any meeting result in a majority vote of the Task Force for a specific safety-related recommendation, the Superintendent shall enter the recommendation on the agenda of the next Cabinet meeting to be addressed. The chairperson of the Task Force or his/her designee may attend said Cabinet meeting to speak to the recommendation.

6. The Task Force shall meet within three (3) school days after identification of any hazardous conditions or by call of the NTA President.

K. **Student Placement Decisions**

Regular classroom teachers will be apprised of those students who have an active IEP or Section 504 Plan. All regular and special education teachers will be provided with access to each Individualized Education Program (IEP) or 504 Plan prior to the start of the school year. Teachers will be made aware of, and have the opportunity to be part of the IEP conference or 504 Team meeting for any student with an IEP/504 Plan who is included for any part of the day in the regular classroom.

A member shall have the right to ask for an IEP Team review of the placement where an identified child is so disruptive in a regular classroom that the education of other students is significantly impaired or the needs of the identified child cannot be met in that environment.

L. **Necessary Storage**

Each teacher shall have access to at least a two-drawer file cabinet.

M. **Administrative Supervision**

In the event the Principal and Assistant Principal(s) are scheduled to be out of the building, an individual will be assigned by the building Principal to make emergency decisions. When possible, advance notice will be given to the staff when no Administrator will be in the building. Such individual will not be liable for reasonable actions taken while serving in this capacity.

N. **State Exam Schedule**

When the District becomes aware of the State-mandated exam schedule, it shall notify the building principals of said schedule.

The building principal shall schedule a meeting with all affected teachers within his/her building. Such meeting shall be scheduled as soon as possible following notification to the principals. At said meeting, the principal and the affected teachers shall cooperatively develop the exam schedule. Such schedule shall be developed on a consensus basis. The parties shall make every attempt to develop through consensus a schedule which does not require or which minimizes the loss of plan/conference time for teachers.

At least two (2) workdays prior to test dates, the building principal and/or testing coordinator shall hold a meeting to review testing protocols.

O. **Shared Staff**

Duty assignment will only occur in one building of the staff member.

P. **Non-Textbook Classes**

All non-textbook classes/courses will be provided with the necessary paper and duplicating materials/services.

Q. **Relocation of Teachers through Building/Program Change**

Teachers who are required to move to another classroom during the school year because of a Board-initiated change shall be paid for one (1) day if the move is within the same building, and two (2) days if the move is between two (2) buildings, of actual time spent on the relocation at the rate applicable to a teacher placed at Step 0 of the B.A. column of the salary schedule.

In the event the District makes building or program changes resulting in the temporary or permanent physical relocation of ten (10) teachers or fifty percent (50%) of the teaching staff within a single school, whichever is less, a joint committee shall be formed. The committee shall consist of individuals designated by the Superintendent as well as bargaining unit members designated by the Association President. The committee shall be provided with information necessary to formulate recommended procedures and timelines for the packing, moving, and unpacking of classroom materials and supplies and other issues related to room and building moves. The committee's first meeting shall be

scheduled no later than three (3) months prior to the first relocation and shall meet as necessary to formulate its recommendations in advance of the move. After making its recommendations the committee will be consulted about subsequent scheduling and logistical issues related to the move.

ARTICLE 15

UNIT MEMBER YEAR AND DAY

A. **Number and Distribution of Days**

The year shall consist of one hundred eighty-three (183) days/1281 hours to be used in the following manner:

	Days	Hours
Instruction, including two (2) days which will be used for parent/teacher conferences Exchange Days, with dates designated on the calendar	**180**	**1260**
Convocation/Planning, one day	**1**	**7**
In-service/Professional Development (Board may convert up to an add'l. 2 days/14 hours of Instruction into additional PD days/hours)	**2**	**14**
Total Days/Year	**183**	**1281**

All "hours" calculations are based on a seven- (7-) hour workday and do not include the half- (½-) hour duty-free lunch.

1. The in-service/professional development days shall be scheduled when the school year calendar is adopted, but in no case later than August 1 of each school year. The days shall be scheduled in no less than one-half (1/2) day increments and shall not be scheduled on Saturdays. Any other professional development shall be done during regular school hours with late start of students.

2. Convocation/planning day will consist of an all-district address of up to two (2) hours from the Superintendent or his designee(s) followed by staff meetings as scheduled by administration to meet district instructional needs. The remainder of the day shall be in-room time for the teacher. Convocation will be implemented to include one and one-half (1-½) hours of in-room time for the teacher.

3. In addition, the Board will compensate each classroom teacher regularly scheduled more than half-time for no more than a total of one (1) day (or two [2] half-days) to prepare the teacher's classroom for students prior to the beginning of the contractual year.

   Participation by the teacher is voluntary and will be paid at the daily rate (or half such rate where a half-day is involved) applicable to a teacher placed at Step 0 of the B.A. column of the salary schedule. This day may be scheduled at the discretion of the teacher, but in no event earlier than ten (10) weekdays prior to the teacher's first regularly scheduled workday. A teacher who voluntarily participates in such days is required to certify the days (or half-days) worked on the appropriate form.

4. CENTRAL OEA/NEA Day will be non-contractual.

   The Friday after the last day of the first semester will be non-contractual; however, teachers shall have building access.

   The day following the last student day of the school year will be non-contractual; however, teachers shall have building access.

5. Teachers shall be able to do end-of-year check-out on the last student day.

6. There shall be one day each quarter of the school year for Professional Development in addition to the Professional Development days set forth in Section (A). Ten (10) hours (total) of this time shall be teacher-driven for the use of assessment, paper work, or planning.

7. Unit members who are intervention Specialists will receive three (3) days of uninterrupted release time per year for the purpose of developing IEP's and three-(3-) year re-evaluation ETRs. The work will be performed at school and the date will be mutually agreed upon by the unit member and his/her supervisor.

8. The Superintendent shall determine whether school is open, closed, or in in-person or remote learning mode. If school is closed due to weather or other calamity, unit members will not be required to report to work for the first five (5) days and the days will not be made up. Up to ten (10) hours' worth of two (2)-hour delays will not be included in this calculation and will not need to be made up. If more than five (5) two (2)-hour delays occur, then such time will be made up, unless the Board approves a shorter minimum school year.

B. **Length of Day**

The regularly scheduled assigned day for all unit members shall not exceed seven and one-half (7-1/2) continuous hours including a one-half (1/2) hour duty-free lunch time for all unit members with the following exceptions:

1. In recognition of the need for ongoing public support and district improvement, teachers will continue to participate in important building events, such as PTA, Open House, orientations, parent meetings, etc. To this end, the Administration shall have the right to schedule such meetings. The total time allotted before or after the regularly scheduled teacher day where attendance is required at meetings, open houses, PTA meetings, orientations, etc. shall not exceed eleven (11) hours per year. These meetings are in addition to days set aside for planning, orientation, and in-service education included in Section A above.

2. The Superintendent may schedule as many staff meetings as necessary to deal appropriately with matters deemed to be an emergency as determined by the Superintendent.

3. In recognition of the need for ongoing public support and district improvement, teachers will continue to participate in required training outside the workday and in addition to the 11 hour requirement in B.1. IEP, IAT, MFE, 504 meetings, strategic/site-based planning meetings, or time spent packing, moving, and unpacking classroom materials as part of a move defined in Article 14, Section O,

in excess of the 11 hour requirement in B.1, will be paid at the hourly rate of six ten-thousandths (0.0006) of the BA-0 salary then in effect.

4. Elementary student contact time shall not exceed a daily average of five (5) hours and fifty (50) minutes per elementary level unit member.

C. **Parent/Teacher Conferences**

Each year the building Administrator and staff at each building will jointly develop the conference schedule and parent meetings for the year. Scheduled parent/teacher conferences may start at a time different from the regular starting time for unit members provided said conferences are scheduled a maximum of seven and one-half (7-1/2) hours including one thirty (30) minute duty-free lunch or dinner period and after consultation with the building faculty.

In no case shall conferences be scheduled in a building for more than three and one-half (3-1/2) hours without a break, unless such a schedule is requested in writing to the Principal by an individual unit member.

D. **Lunch Times**

Effort will be made so each unit member may be regularly scheduled for a duty-free lunch at a time when lunch is served in the building. When it is not possible to schedule otherwise and to provide adequate supervision, unit member(s) may be assigned a duty-free lunch at a time other than when lunch is served in the building. This assignment will only be made after the unit member is so informed in writing by the Principal with reasons for such assignment. Any unit member so assigned will have access to a regular school lunch if he/she so desires. No unit member shall be assigned such lunch duty two (2) consecutive years unless agreed to in writing by the unit member and the Principal.

E. **Curriculum Revisions**

When curriculum revisions necessitate special in-service during the school year and school day, affected teachers shall be required to attend a maximum of two (2) days release time without reimbursement for loss of conference time. The Board will not adopt a curriculum/course of study without identifying and listing materials required to teach the curriculum. The Board shall adopt the listed materials concurrent with adopting the curriculum/course of study. When the school district adopts a course of study, all materials identified as required by appropriate curriculum education committee and included in the revised course of study shall be provided to all teachers required to teach the course. In addition, the committee will develop an implementation/roll-out plan and training timeline. The materials will be ordered with an intended arrival twenty (20) days prior to the date the teacher is required to teach the curriculum.

1. Annually the Superintendent and/or Instructional Coaches will arrange for department/grade-level meetings to discuss curriculum, vision and needs in cooperation with the Superintendent/designee and the teaching staff.

2. The Superintendent and/or Instructional Coaches will provide the curriculum committee with vendor materials, vendor presentation of materials and a reasonable amount of time as determined by the committee for review, study and analysis.

3. Recommendations for revised curriculum purchase shall be submitted to the Superintendent and/or Instructional Coaches for his/her approval.

F. **School Calendar**

The Superintendent shall provide the NTA President with a draft of the annual school calendar for input, which includes specific identified calamity make-up days for the first five (5) make-up days. This draft will include the specific calamity day(s) make-up schedule and will be provided at least one (1) month prior to scheduled Board action. Calamity make-up days shall be shortened to meet State minimum requirements.

1. A school calendar committee shall be appointed each year. By October 15 the Superintendent shall appoint up to three (3) members and the Association President shall appoint up to three (3) members. The committee will make recommendations regarding a school calendar, which may include multiple calendar options. All decisions of the committee shall be arrived at by consensus. Bargaining unit members will vote on which of the options they prefer by the end of the first semester. The calendar committee shall submit the options and number of votes each receives to the Superintendent for consideration. The committee may recommend calendars for more than one (1) year. In that event the committee need not meet each year.

2. The final decision regarding the school calendar rests with the Board.

ARTICLE 16

CLASS SIZE

Elementary (Grades pre-K through 5) shall meet or better class size staffing levels as outlined in the State Minimum Standards (i.e., the ratio of teachers to pupils on a district-wide basis shall be at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership.) The ratio of teachers to pupils in elementary (pre-k through 5) on a district-wide basis shall be at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership.

Secondary (Grades six through twelve (6-12)) shall teach no more than one hundred seventy (170) pupils per day except in activity-type classes with due consideration for student safety (e.g. in PE classes). For purposes of scheduling and class size management, students on active Individual Education Plans (IEPs) other than students with Speech & Language Pathology (SLP) IEPs and students in classes specifically for special education students shall be counted as one and one-half (1-1/2) students.

In all classrooms, no class size shall exceed the number of desks or appropriate spaces at shared workstations.

After the first month of each school year, using the above IEP formula if an individual elementary class size exceeds twenty-eight (28) students in grades pre-K through 3, and thirty (30) in grades 4-5, or a secondary teaching load exceeds one hundred seventy-five (175) students per day the unit member shall meet with the building Principal and the appropriate Assistant Superintendent to discuss alternatives to remedy excessive class size or teaching load. Possible alternatives which may be used are:

1. Assignment of an aide who shall remain with a class(es).
2. Establishment of combination classes
3. Reduction of non-teaching duties
4. Additional remuneration of ten percent (10%) of the base salary.

The alternative chosen must be mutually agreed upon by the Administrators and the unit member, and such agreement shall be reduced to writing, and be signed by the unit member. A copy of every such agreement shall be sent to the Association President.

Whenever class size decreases or increases, the Administration may have up to five (5) days to adjust aide/salary assignments. A selected alternative shall be removed should the class size return to the twenty-eight (28), thirty (30), and the one hundred seventy-five (175) limits.

The Board will make a reasonable effort to reduce the number of combination classes at the elementary level, and a reasonable effort will be made to staff elementary combination classes at the beginning of the school year using a pupil/teacher ratio of twenty-five (25) (or fewer) to one (1). A combination class is one in which students from more than one (1) grade level are assigned for reasons other than academic acceleration or retention.

Class Composition – When determining class lists, building principals will take into consideration the effect of student needs on class size. Principals will make a reasonable effort to place no

more than forty percent (40%) of IEP, 504 and ELL student populations in the total class list. Unit members may provide input to the Building Principal when he/she is determining class lists.

ARTICLE 17

COMMITTEES

Unit members may be requested or may volunteer to serve on committees which require service beyond the regularly scheduled assigned school day. No unit member will be required to serve on more than one committee. A committee may be at the building, district, state level or Faculty Council, as defined in Article 28. This provision does not apply to any service for which a supplemental contract has been awarded, nor to staff meetings or committees required by the North Central Association for Secondary School Accreditation; Program Review for Improvement, Development and Expansion in Vocational Education and Guidance (PRIDE); or the Ohio Department of Education and Workforce.

In addition, building Principals may ask for voluntary assistance from building representatives for various school endeavors, i.e., United Way Campaign, Operation Feed Campaign, Salvation Army.

ARTICLE 18

UNIT MEMBER PROTECTION

A. **Classroom Management**

The Newark Board of Education and the Newark Teachers' Association agree that effective pupil control and discipline is prerequisite to effective teaching and learning. The Board recognizes its responsibility to give support and assistance to unit members with respect to the maintenance of control and discipline in the classroom in accordance with established Board policies and procedures. However, the parties recognize that because unit members are in the most direct contact with students, each unit member must bear the primary responsibility for maintaining proper control and discipline. In exercising his/her responsibility, the unit member shall assure that all disciplinary actions and methods involved are reasonable and just and in accordance with the policies and procedures adopted by the Board. It shall be the responsibility of the unit member to see that all school rules and regulations are adhered to both in and out of the classroom or when associated with an official school function. The Board, through the Superintendent, shall instruct the building principals and all other personnel to offer full support and cooperation in an effort to ensure compliance to all school regulations and board adopted policies. NTA officers shall have the right to bring issues regarding the improper enforcement of school regulations and Board adopted policies to the Superintendent's attention during the monthly RAP session. The purpose of RAP is to open and maintain communications and resolve problems or concerns between the NTA and the Board. Negotiations or renegotiations of the contract or grievance handling shall not be a function of RAP; however, clarification of the existing agreement and the grievance process may be a function of RAP by mutual agreement. Upon mutual agreement, a RAP session may be cancelled in writing.

B. **Student Discipline**

Temporary suspension and/or emergency removal of students from school may be imposed only by a Principal, Assistant Principal, Dean of Students, or Superintendent, or his/her designee. The Principal or Assistant Principal and the unit member will cooperatively endeavor to achieve correction of student behavior through established policies and procedures as referenced in the student handbook and Board policy. A unit member may exclude a pupil from the classroom when the pupil becomes a persistent disruptive force. The unit member will, however, ensure that the student is supervised (supervision will be by another member or by the staff in the Principal's office). In such cases, the unit member will furnish the Administration full particulars of the incident(s) as promptly as his/her teaching obligations will allow but in no case later than the end of the unit member's day unless extenuating circumstances dictate otherwise. Before the Principal or Assistant Principal returns the student to the classroom, he/she shall inform the unit member of the corrective measures taken unless the legal rights of the student would be compromised.

A discipline committee shall be formed in each building, at the request of the teachers, and shall consist of two members to be appointed by the building Principal, with the Principal serving as chairperson, and two members to be appointed by the Association. At the senior high school, the committee will be composed of three members appointed

by the Principal, with the Principal serving as chairperson, and three members appointed by the Association. The committee may involve students at its discretion. The purpose of such committee will be to study discipline practices and make recommendations regarding the development of a consistent discipline philosophy for the building. The committee, if formed, will meet at its discretion.

C. **Master Contract Copies**

Each unit member shall be furnished a copy of the Master Contract as soon as possible following ratification. The Association shall pay the cost of reproduction of the Master Contract for its members.

D. **Board Policies**

Board policies are available on the District's website.

E. **Complaint Procedure**

Any complaint arising from the unit member's performance of duties as an employee of the Board shall not become a part of the unit member's personnel file without the following steps:

1. A complaint concerning a unit member(s) must be submitted in writing to the Principal. The Principal shall give a copy to the unit member(s).

2. A meeting involving the unit member, the Principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint. If the complainant refuses to meet with the unit member and Principal within thirty (30) days, the complaint will be withdrawn from the Principal's file and destroyed in the presence of the unit member. Following the meeting, the Principal shall attach a statement describing the manner in which the complaint was handled. The unit member may attach his/her own statement to the complaint.

3. If the complainant is not satisfied with the Principal's disposition, the complainant may appeal to the Director of Certificated/Licensed Personnel, who will hold a hearing in which the participants shall include the involved unit member and the unit member's immediate supervisor. The complaining party may be present if the party desires.

4. If the complainant or unit member is dissatisfied with the Director of Certificated/Licensed Personnel's disposition of the complaint, the matter may be appealed in writing to the Superintendent who shall hold a hearing in which the participants shall include the involved unit member and the unit member's immediate supervisor. The complaining party may be present if the party desires.

5. If the complainant or unit member is dissatisfied with the Superintendent's disposition of the complaint, the matter may be appealed in writing to the Board who shall hold a hearing in private during an official meeting, and then rule on the matter by public action. The decision of the Board shall be final.

6. In each of the steps above, a unit member may be accompanied by counsel and/or an Association Representative.

7. Conferences regarding such matters shall be in private. A unit member's personnel file shall be opened to the public only as required by law. If a member of the public seeks to review a unit member's personnel file, the unit member will be advised of such request, and, if available, may be present or have a representative present when his/her personnel file is viewed.

8. The unit member may be represented in a disciplinary hearing by a representative of his/her choosing.

F. **Professional Conduct**

1. All breaches of professional conduct, violation of Board Policy, delinquency in professional performance, or any other conduct that constitutes good and just cause may be subject to disciplinary action. Such disciplinary action, except as noted herein and in paragraph three (3.) below, generally shall be progressive and follow the sequential order as listed below. Depending upon the severity of the misconduct, however, discipline may be initiated at any step in the process.

   a. Verbal or Written Reprimand
   b. Suspension (with or without pay for no more than three (3) days)
   c. Termination (according to Ohio Revised Code).

2. Whenever the result of any disciplinary action for breach of professional conduct, violation of Board policy, or delinquency in professional performance is reduced to writing by the Administrator, the findings and decisions of the Administrator shall be filed, in writing, in the unit member's personnel file, and a copy thereof given to the unit member at the time the Administrator places the material in the unit member's file.

3. In cases requiring immediate suspension and/or a recommendation for termination, the employee may be suspended without pay for a period of time not to exceed three (3) school days and/or may be recommended for termination. In either case, the employee has a right to a hearing with the Superintendent of Schools. The hearing shall be held no sooner than five (5) days nor later than ten (10) days after the suspension. The unit member may have a representative in attendance at the hearing. Should the hearing result in a reversal of the suspension, back pay shall be granted to the employee. In the case of a suspension, the employee shall meet his/her immediate supervisor upon return from the suspension to design a plan of action for improvement in an effort to avoid a reoccurrence of the inappropriate behavior. In the case of a recommendation for termination, procedures for termination as outlined in the Ohio Revised Code shall be followed.

G. **Discipline and Grievance Procedure**

All disciplinary action under this Article shall be subject to the grievance procedure contained in this Master Contract.

H. **Non-Renewal or Termination of a Contract**

Non-renewal or termination of a unit member's contract shall be in accordance with, and shall not abridge or supersede the Board's or the unit member's rights as provided in Section 3319.11 or 3319.16 of the Ohio Revised Code.

I. **Threatening Behavior Toward Staff**

1. Threatening conduct may take different forms, including but not limited to the following:

   a. Encounters in which words and/or actions are used that indicate to an employee that his/her safety and well-being, or another district employee's safety and well-being, are in jeopardy.

   b. Written communications that include comments toward the staff member and/or his/her family which are disparaging or would imply or state explicitly that the staff member and/or his/her family may be subject to some form of physical abuse or violence.

   c. Written or spoken communication and/or actions that would imply or explicitly state that some form of damage may be done to the property of a staff member or a member of his/her family.

2. If someone other than the affected member becomes aware of a threat, the affected member will be immediately informed. Such threats shall be investigated and handled in accordance with sections I. 3 through 7 of this Article.

3. Any staff member who believes that he/she is the victim of any of the above actions or has observed such actions taken by a student, parent, co-worker, supervisor, or other person associated with the District such as a vendor, contractor, volunteer, or school official should promptly take the following steps:

   a. If the alleged perpetrator of the threat is the staff member's supervisor, the affected employee should immediately contact the Superintendent (which for purposes of this Section I may include the Superintendent's designee).

   b. If the alleged perpetrator of the threat is not the staff member's supervisor, the affected staff member should immediately contact his/her supervisor.

   c. If the perpetrator of the threat is a student of the District, the supervisor, if not the student's principal should immediately inform the student's principal of the alleged threat.

4. The staff member may make initial contact either by a written report or by telephone or personal visit. During this contact, the reporting staff member should provide the name of the person(s) whom he or she believes to be responsible for the threat and the nature of the threatening incident(s). If the initial contact is not written, a written summary of the oral report is to be prepared by the staff member threatened and submitted to his/her supervisor or building principal within five (5) calendar days after the oral report. The written report shall be promptly forwarded to the Superintendent.

5. Each report received by the Superintendent as provided above shall be investigated in a timely and confidential manner. The investigation will be conducted with all reasonable efforts to ensure that, to the extent practicable without compromising the effectiveness of the investigation, the following objectives are served:

   a. Protect the confidentiality of the staff member who files a complaint

   b. Encourage the reporting of any incidents or threats.

   c. Protect the reputation of any party wrongfully charged with threatening conduct.

6. Investigation of a complaint normally shall include conferring with the parties involved and any named or apparent witnesses. All staff members and others involved are to be protected from coercion, intimidation, retaliation, or discrimination for filing a complaint or assisting in an investigation.

7. If the investigation reveals that the complaint is valid, then prompt, appropriate remedial and/or disciplinary action will be taken immediately to prevent the continuance of the harassment or its recurrence.

8. This article shall not supersede the right of a bargaining unit member to contact law enforcement authorities.

J. **Physical Assaults Against Teachers**

A student who physically assaults a teacher shall be immediately removed from the classroom. The student shall be supervised until such time the student can be removed from the premises, and an investigation of the assault can be made.

K. **Delegation of Nursing Tasks**

The District will not direct licensed registered nurses in the bargaining unit to delegate nursing tasks other than in accordance with ORC 3313.7112 and 3313.713, and Sections 4723-13-01 through 4723-13-07 of the Ohio Administrative Code.

ARTICLE 19

SUPERVISION OF STUDENT TEACHERS

A. **Selection**

Supervising unit members shall be selected by the Director of Certificated/Licensed Personnel, the Principal and the Department Chair at the high school level and by the Principal at the elementary and middle school levels. Preference shall be given to unit members with master degrees, a minimum of two (2) years of experience in the Newark City Schools, a major in the subject area in which the student will be teaching, or other skills and capabilities suggesting master-level competency. Supervising unit members must hold a Professional or higher-grade teaching license.

B. **Limitations**

A supervising unit member is limited to one (1) student teacher per year, and no more than two (2) student teachers will be assigned to the same grade level in a building, unless mutually agreed to by the teacher, the Administration, and the Association President.

C. **Acceptance**

Upon selection of a supervising unit member, the Director of Certificated/Licensed Personnel will communicate with the unit member to determine the unit member's willingness to accept the responsibility. As soon as an agreeable supervising teacher has been found, the Director of Certificated/Licensed Personnel will confirm the assignment with university officials and establish a date for student teachers to meet.

D. **Responsibilities**

The supervising unit member is responsible for fulfilling university regulations relating to supervision of the student teacher. Supervising unit members will communicate with the appropriate Administrators with respect to the development, implementation, and assessment of programs for student teachers.

E. **Remuneration**

If remuneration is made, the university shall pay the District. The District shall reimburse the designated cooperating teacher for classroom materials or supplies from such remuneration received from the university. The teacher shall have up to twelve (12) months from the District's receipt of funds to submit receipts for reimbursement for purchases to the appropriate administrator or designee.

F. **Fee Waiver Procedures**

1. Fee Waivers earned by a supervising unit member:

    a. May be used by the supervising unit member the semester following its issue.

b. May be held, upon request, for use by the supervising unit member for a maximum of one (1) additional semester.

c. May be immediately released by the supervising unit member to the pool by signing them away.

2. If the fee waiver is not used (by the supervising unit member who earned the waiver) within two (2) semesters of being issued, the supervising unit member shall have no further claim to the fee waiver, and it shall become part of the pool of money which may be used by other employees of the district during the third semester after being issued.

3. If the fee waiver is not used by another employee of the district during the third semester after being issued, it shall remain in that pool until it is used or reclaimed by the university.

G. The application process for Fee Waivers available in the pool for use by other employees of the district and family members shall be as follows:

1. Applications delivered in person, by school, or U.S. mail, for the use of fee waivers shall be accepted by the Personnel Specialist three (3) times during the school year.

a. April 1 through April 15

b. July 1 through July 15

c. November 1 through November 15

The three (3) application periods will occur near the beginning of university scheduling periods, prior to each (O.S.U.) university semester.

2. Requests for fee waivers received by the Personnel Specialist before or after the announced application period for a given semester will be immediately returned to the applicant through school or U.S. mail.

3. Requests for fee waivers will be accepted with a maximum of six (6) semester hours per semester. All requests for fee waivers will be:

a. Divided into five (5) groups as they are received:

(1) Requests from bargaining unit members of the district other than the supervising unit members.

(2) Requests of family members of the supervising unit member.

(3) Requests from family members of bargaining unit members of the District other than the supervising unit members.

(4) Requests from employees of the District outside the bargaining unit.

(5) Requests from family members of employees of the District outside the bargaining unit.

b. Allocated as quickly as possible following the application period.

c. Allocated prior to the deadline for paying fees.

d. Allocated as follows:

(1) To all bargaining unit members other than the supervising unit members first through a lottery. The lottery shall be conducted in the presence of the NTA President, or his/her designee, until all monies in the fee waiver pool are exhausted or all applications are processed.

(2) Then, in the same manner, to family members of the supervising unit member until all applications for fee waivers are processed, or all monies in the pool are exhausted or all applications are processed.

(3) Then, in the same manner, to family members of bargaining unit members of the District other than the supervising unit members until all applications for fee waivers are processed, or all monies in the pool are exhausted or all applications are processed.

(4) Then, in the same manner, to District employees outside the bargaining unit until all applications for fee waivers are processed, or all monies in the pool are exhausted or all applications are processed.

(5) Then, in the same manner, to family members of employees of the District outside the bargaining unit until all applications for fee waivers are processed, or all monies in the pool are exhausted or all applications are processed.

e. Family member as used in this Article refers to spouse, children, and others who occupy the same role as a spouse or child.

ARTICLE 20

ASSAULT LEAVE

Assault leave with pay will be available to members of the bargaining unit who are unable to perform their contractual duties because of injury or illness caused by a physical assault on said member by a non-employee of the Board while he/she is performing contractual duties. To be eligible for assault leave, a teacher must file criminal charges with the proper authorities. All such leave will be subject to the following provisions:

A. Assault leave under this provision shall not be charged to sick leave.

B. Such paid leave will be limited to a maximum of twenty (20) working days per school year.

C. The teacher shall be required to provide a physician's statement describing the nature of the physical disability and its expected duration. The Board shall have the right to have the employee examined by a physician of the Board's choice at the Board's expense.

D. The teacher will be maintained on full pay status with fringe benefits during the period of paid assault leave.

E. If, upon the exhaustion of both sick leave and paid assault leave of twenty (20) working days, the teacher is still unable to perform his/her contractual duties, he/she shall be eligible for a leave of absence. Such leave of absence herein provided is without pay and is not to exceed one (1) year unless renewed by the Board. This provision is expressly intended to supersede requirements of the Revised Code applicable to unpaid leaves of absence and retirement contributions to STRS by employees and the Board.

F. Any member on a leave of absence shall inform the Board by day 15 of their leave of their intention to return to duty following day 20 of the leave. A member who is on an extended leave, pursuant to paragraph (E), shall inform the Board by April 1 of his/her intention to return to duty the following school year or request additional leave.

G. Any employee who receives benefits under this policy shall cooperate with the City Law Director in criminal prosecution resulting from the assault. Should it become necessary for the employee to be absent from work as a result of the filing of a charge and the prosecution of the assailant, the employee shall be granted leave with pay for such purposes. These days shall be in addition to the twenty (20) assault leave days and shall not be charged against the employee's sick and/or personal leave accumulation.

H. Upon the request of the teacher, any student who physically assaults a teacher who qualifies for assault leave under this Article shall be removed from the teacher's classroom and reassigned for the remainder of the school year if another placement is possible in the same building. Any proposed change in placement under this provision must be reviewed by the evaluation team and approved prior to its implementation. For students governed by an IEP, the IEP team will serve as the evaluation team. For non-IEP students, the building principal, social worker or guidance counselor, and another classroom teacher will serve as the evaluation team.

ARTICLE 21

ASSOCIATION LEAVE

A. The Association may request and receive up to a total of thirty (30) days, allowed to accumulate to a maximum of forty (40) days of leave with pay, per school year, as Association Leave. Association Leave may be used by any member of the bargaining unit as designated by the President of the Association for the purpose of conducting Association business which could not be conducted at times other than regularly scheduled school days. Up to four (4) days may be used for grievance or arbitration hearings held during the regular school day. No travel, conference, or related expenses will be paid by the Board for Association Leave.

B. Any member of the bargaining unit working on a committee or serving as a delegate of OEA or NEA will be granted up to five (5) days leave without pay for the purpose of attending Association meetings. No more than a maximum of five (5) days will be granted. In the event that more than one (1) member of the bargaining unit is so elected or appointed, they may divide the available five (5) days between them. No travel or related expense will be paid by the Board. If the unit member is elected to state or national office, he/she will be granted up to two (2) school years absence without pay, benefits, etc. in order to serve.

C. The NTA President shall have no more than two (2) teaching preparations. Further, the workday will be arranged so that all of the NTA President's teaching duties will be assigned in the first four (4) consecutive hours of the school day. The remainder of the day will be scheduled as planning and conference, lunch, and Association release time.

ARTICLE 22

SICK LEAVE

A. As mandated in the Ohio Revised Code 3319.141, Sick Leave, unit members may utilize sick leave, upon approval of the responsible Administrative office of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other unit members, for illness or death in the unit member's immediate family, and for pregnancy disability. The responsible officer of the employing unit may require the unit member to furnish a satisfactory affidavit or doctor's statement that absence was caused by illness or disability due to any of the causes mentioned in this section regardless of the length of illness.

B. Each full-time certificated/licensed unit member employed by the Board shall be entitled for each completed month of service, sick leave of one and one-fourth (1-1/4) workdays with pay, as described by the Ohio Revised Code 3319.141. Unused sick leave shall be earned at the rate of one and one-fourth (1-1/4) days per month. Maximum accumulation shall be unlimited.

C. Personnel employed in Ohio for the first time automatically have five (5) days sick leave. However, if used, these five (5) days must be re-earned before additional days are accumulated. Personnel new to the Newark City Schools having accumulated sick leave in other appropriate Ohio employment, as defined in the Ohio Revised Code 3319.141, may transfer a maximum of one hundred fifty (150) days to the Newark City Schools.

D. For sick leave purposes, immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, grandchild, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, aunt, uncle, sister-in-law, brother-in-law, niece or nephew, or person or child in the unit member's custody who lives in the same household, or other persons who reside with the member. Provisions of the Sick Leave Policy are not intended to enable Newark City Schools unit members to utilize sick leave for the long-term care of persons living outside the unit member's household, in excess of five (5) days per occasion, unless judged as an extenuating circumstance by the Director of Certificated/Licensed Personnel.

E. Employees attending the funeral of others not included within the immediate family as defined above, shall be permitted to use one (1) day of sick leave for the funeral of an extended family member or friend.

F. Unit members continue to be covered by the insurance plans in effect until all sick leave (including any days the member has been granted from the sick leave bank) is utilized. When accumulated sick leave is exhausted, a unit member is required to request a disability leave of absence and shall file immediately for such leave with the Director of Certificated/Licensed Personnel. Such request shall be accompanied by a statement from the physician verifying the need and anticipated period of time the unit member will be absent. Despite the foregoing, the Board shall comply with the provisions of the Family and Medical Leave Act in granting such leave. In addition, a unit member who desires to maintain insurance coverage while on a disability leave of absence must file a request with the Treasurer of the Board indicating his/her commitment to pay insurance premiums on the first day of each month for the duration of the disability absence.

ARTICLE 23

PERSONAL LEAVE

All unit members shall be granted, upon written request, three (3) days of unrestricted personal leave, to be used for personal matters which could not reasonably be conducted at any other time. Personal leave days shall be granted on a first-come, first-served basis, only so long as the number of teachers on personal leave for that day in the district does not exceed thirty (30), except at the discretion of the Superintendent or designee for extenuating or emergency situations. Such discretionary approval shall be fairly and equitably applied to all bargaining unit members.

One (1) additional day of personal leave (unrestricted) shall be available to any bargaining unit member who arranges for and pays (via salary deduction) his/her substitute or, for bargaining unit members who do not require or otherwise are permitted not to obtain a substitute, the equivalent daily rate for a substitute. Payment for the substitute (or the substitute's equivalent daily rate) shall be at the daily sub rate in effect at the time the day is taken. Each building in the District shall be supplied with a list of Board approved substitutes with home phone numbers.

All bargaining unit members holding high school supplemental contracts shall be permitted to use personal leave after May 1 for state tournaments/competitions in his/her supplemental activity.

Requests for personal leave must be received by the building Administrator at least two (2) workdays prior to the date(s) requested. In the case of an emergency, a request may be submitted in less than two (2) workdays.

No personal leave day(s) shall be used on any professional day as indicated in the school calendar, except at the discretion of the Superintendent or designee.

Members having unused personal leave days left on the last day of the work year may cash them in OR roll them over.

The cash out option is as follows: (Option #1) 1 personal leave day = 2 sick leave days or (Option #2) any unused personal leave days will be paid at the unit member's per diem rate.

The roll over option is as follows: A bargaining unit member may roll over up to one (1) unused personal leave day available in any school year, having no more than four (4) total unrestricted personal leave days, to be used for personal matters which could not reasonably be conducted at any other time, available in any school year. Provided however, that no more than three (3) consecutive contract days may be used unless the bargaining unit member provides the reason for the requested leave and obtains the Superintendent's approval. Refusal of permission to take more than three (3) consecutive days will not be without a specific reason.

ARTICLE 24

SABBATICAL LEAVE

Any unit member having completed five (5) years of service in the Newark City Schools, may, with the permission of the Board and the Superintendent of Schools, be granted a leave of absence for the purpose of professional improvement, with part pay for a period of one (1) school year. The unit member shall present to the Superintendent for approval, a plan for professional improvement prior to such a granting of permission, and at the conclusion of the leave provide evidence that the plan was followed. Said unit member will be required to return to the district at the end of the leave for a period of at least one (1) year, unless the unit member has completed twenty-five (25) years of teaching in the State or is released from the obligation by the Board upon written request no later than March 1 of the year said leave expires.

Said unit member shall be granted a part salary in the amount which represents the difference between the replacement teacher's salary and the unit member's expected salary the year the leave is granted. The Board shall assume only the Board's share of the obligation to the State Teachers Retirement System on the amount of leave salary that is authorized and being paid.

No unit member may receive more than one (1) Sabbatical Leave in any five (5) year period.

All requests for Sabbatical Leave must be presented to the Superintendent in writing with a plan for professional improvement attached thereto no later than March 1 prior to the school year the applicant expects the leave to be granted. Refusal of permission to take a Sabbatical Leave will not be without a specific reason.

ARTICLE 25

LEAVES OF ABSENCE, UNPAID

A. Upon application, a unit member who has completed five (5) years in the Newark City School District may be granted a leave of absence, without pay, for not less than one (1) semester (or the balance thereof when the purpose is for child care leave) nor for more than three (3) semesters, except that a leave shall be granted when requested for medical reasons, child care or long-term care of an immediate family member (as defined in Article 22). The reason for the leave of absence must be provided to the Board of Education at the time the leave is requested. A unit member on an unpaid leave of absence may return to service only at the beginning of a semester.

Upon application, a unit member who has completed one (1) year, but fewer than five (5) years in the Newark City School District, may be granted a leave of absence, without pay, for not less than one (1) semester (or the balance thereof when the purpose is for child care leave) nor for more than three (3) semesters, except that a leave shall be granted when requested for medical reasons, child care or long-term care of an immediate family member (as defined in Article 22), with the additional requirement that the unit member shall reimburse the Board for its portion of the required cost of retirement in the event the unit member elects to purchase the retirement credit. A unit member on an unpaid leave of absence may return to service only at the beginning of a semester.

Any unit member who is granted an unpaid leave of absence more than once in any five years, shall only accrue seniority during the first unpaid leave during the five years and must reimburse the Board for its portion of the required cost of retirement for the second unpaid leave in the event the unit member elects to purchase retirement credit regardless of the unit member's length of service.

B. Except for leaves of absence requested for medical reasons, child care or long-term care of an immediate family member, no unit member shall be granted a leave hereunder if a qualified replacement cannot be employed.

C. No more than five percent (5%) of the members of the bargaining unit shall be on a leave of absence concurrently.

D. No unit member who previously has been granted a leave of absence shall be granted another leave while there is (1) or more eligible applicants for their first leave of absence. Exceptions shall be made for child care leave.

E. No unit member shall be granted a leave to seek, pursue, or to engage in gainful employment unless expressly authorized in advance by the Board. Any unit member granted leave hereunder who violates this subsection shall be deemed to have abandoned his/her employment contract and all rights and privileges of employment with the Newark City School District shall be extinguished.

F. The terms of the leave shall be scheduled, to the extent possible, to cause the least disruption to the educational program. The unit member shall advise the Board of the commencement of the leave as far in advance as possible and shall state the date of termination of such leave in the application. Failure to state the termination date shall be deemed a termination date at the beginning of the next school year.

G. No teacher shall return to service prior to the expiration date of such leave without the express written approval of the Superintendent. Any unit member who does not return to service at the stated termination date of such leave shall be deemed as having abandoned his/her contract and all rights and privileges of employment shall thereupon be extinguished.

H. Upon return to service of a unit member from leave, such unit member shall be assigned to a teaching position in an area for which such teacher has a valid, current certificate/license issued by the Ohio State Board of Education.

I. Nothing in this Agreement shall waive the Board's responsibility to abide by all provisions of The Family and Medical Leave Act of 1993 - P.L. 103-3.

J. The provisions outlined above are expressly intended to supersede requirements of the Revised Code applicable to unpaid leaves of absence and retirement contributions to STRS by employees and the Board.

ARTICLE 26

COMPULSORY LEAVE

Staff members shall be granted paid leave for jury service. Any staff member issued a subpoena in connection with the performance of his/her duties shall be granted Compulsory Leave.

ARTICLE 27

PROFESSIONAL LEAVE

A unit member shall be granted professional leave not to exceed three (3), and up to ten (10) with the permission of the Superintendent, school days to attend professional conferences or perform duties so long as the conference or duties are related to his/her teaching assignment(s) and/or approved written individual professional development plan and depending upon the availability of funds for professional leave. The individual professional development plan, or a statement reflecting how the professional leave request supports District, building, or individual goals, must be submitted along with the request for professional leave. A unit member holding a supplemental contract may be granted a maximum of two (2) days of professional leave for activities related to his/her supplemental contract.

Attendance at any conferences, workshops, or duties required by either a building or district level administrator shall not count toward a unit member's three- (3-) or ten- (10-) day limits.

If at all possible, members must submit a professional leave request at least five (5) days prior to the leave day(s).

All expenses for professional leave shall be in accordance with Article 35, Expense Reimbursement, of this contract. In cases where all dollars from the budget for professional leave have been expended, a unit member may be granted professional leave with the understanding that there shall be no expense reimbursement except for substitute teacher costs. Twenty-five percent (25%) of professional leave monies shall not be allocated by the appropriate Administrator until after January 1 of each school year. The Board shall make available records demonstrating how professional leave funds were allocated during the previous year (September 1 to August 31) upon written request of the Association President.

In the event a bargaining unit member believes that they have been denied Professional leave when other bargaining unit members have been permitted to attend multiple professional conferences paid for by the same building budget or state or federal grant, such bargaining unit member may request a review by the appropriate Administrator. If appropriate in the discretion of the Administrator, the bargaining unit member may be given reimbursement for conferences already attended (if funds are still available); approval for professional leave or other relief deemed appropriate by the Administrator. If the bargaining unit member is not satisfied with the administrator's decision, he/she shall have the right to appeal the matter to the Director of Certificated/Licensed Personnel, whose decision shall be final.

The Board shall provide uncharged Professional Leave for members of the NTA bargaining team to conduct bargaining sessions with the Board's team.

ARTICLE 28

FACULTY REPRESENTATIVE COMMITTEE

Members of the bargaining unit in each building shall have the right to meet with the building level Administration to request the formation of a Faculty Representative Committee to address effective school issues and concerns and to provide an avenue for communication. Operational procedures shall be established by each building committee. If established, the committee (consisting of at least one NTA member if so requested) shall meet with the Principal, or his/her designee, at least once per month and is not a paid supplemental. Not more frequently than monthly, the NTA Executive Board shall have the right to meet with the Superintendent.

ARTICLE 29

SALARY DEDUCT DAYS

With prior Administrative approval, the following salary deduct days shall be granted to unit members with the requisite years in the Newark City School District.

0 - 7 years	3 days
8 - 15 years	5 days
16 or more years	7 days

Except at the discretion of the Superintendent, the following salary deduct day(s) shall not be used: (1) on any professional day as indicated on the school calendar, or (2) on any State mandated testing day.

A Salary Deduct Day occurs when a unit member has no form of paid leave to use on a day of absence. The unit member will have one (1) day's pay at their per diem rate of pay and one (1) day's cost to the Board for Health Insurance (Board's annual cost for Health Insurance for the unit member ÷ 183) deducted from the unit member's pay for each salary deduct day.

ARTICLE 30

SALARY SCHEDULE AND INDEX

A. **Base Salary**

For the period of August 1, 2024 through July 31, 2025, the Bachelor's base salary shall be $43,246.32. For the period of August 1, 2025 through July 31, 2026, the Bachelor's base salary shall be $44,543.71. For the period of August 1, 2026 through July 31, 2027, the Bachelor's base salary shall be $45,880.02.

A flat $1,000 stipend will be paid to members on Steps 14, 16, 22, 24, and 26, each year of this contract expiring July 31, 2027.

B. **State Teachers Retirement System (STRS) Shelter**

The Board agrees to shelter the employee's STRS contribution.

C. **Part-Time**

Unit members working less than full time shall be compensated on the salary schedule and index on a pro-rated basis.

D. **Salary Schedule Placement**

Unit members are responsible to provide service records, transcripts or other documentation to establish placement on the salary schedule. Unit members must confirm initial placement on the salary schedule as accurate and shall, upon proper documentation, be moved to the appropriate place on the salary schedule. Unit members shall not be entitled to any back pay for incorrect placement on the salary schedule.

E. **Movement on the Salary Schedule**

1. Must have completed a Bachelor's degree and 150 semester hours to be placed at the 5-year level.

2. The thirty (30) graduate semester hours must be taken after the receipt of the Masters Degree.

3. Bargaining unit members will move to the 27th step in the same manner as they move through the remainder of the index (number of years of service with the Newark City School District).

F. **Longevity Stipend**

An annual stipend (not incremental) of $1,000 will be paid beginning the contract year after the teacher completed Step 27 on the salary schedule.

G. **Retention Bonus**

A stipend will be paid to full-time bargaining unit members based on length of service with the District. The stipend will be paid only at the completion of the one contract year below on the following schedule each year through July 31, 2027:

Five (5) years of service: $1,000
Ten (10) years of service: $1,500
Fifteen (15) years of service: $2,000
Twenty (20) years of service: $2,500

*Part-time unit members who satisfy the above requirements will receive one-half (1/2) of the amount listed above.

SALARY INDEX

INDEX	1.0000	1.0850	1.1700	1.2550
STEP	0.0450	0.0500	0.0500	0.0500

STEPS	BACHELOR	5-YEAR	MASTERS	MA + 30
0	1.0000	1.0850	1.1700	1.2550
1	1.0450	1.1350	1.2200	1.3050
2	1.0900	1.1850	1.2700	1.3550
3	1.1350	1.2350	1.3200	1.4050
4	1.1800	1.2850	1.3700	1.4550
5	1.2250	1.3350	1.4200	1.5050
6	1.2700	1.3850	1.4700	1.5550
7	1.3150	1.4350	1.5200	1.6050
8	1.3600	1.4850	1.5700	1.6550
9	1.4050	1.5350	1.6200	1.7050
10	1.4500	1.5850	1.6700	1.7550
11	1.4950	1.6350	1.7200	1.8050
12	1.5400	1.6850	1.7700	1.8550
13	1.5400	1.6850	1.8200	1.9050
18	1.6000	1.7350	1.8700	1.9550
20	1.6450	1.7850	1.9200	2.0050
27	1.6900	1.8350	1.9700	2.0550

SALARY SCHEDULE
AUGUST 1, 2024 – JULY 31, 2025

BA Base: $43,246.32

Steps	Bachelor	5-Year	Masters	MA+30
0	$43,246.32	$46,922.26	$50,598.19	$54,274.13
1	$45,192.40	$49,084.57	$52,760.51	$56,436.45
2	$47,138.49	$51,246.89	$54,922.83	$58,598.76
3	$49,084.57	$53,409.21	$57,085.14	$60,761.08
4	$51,030.66	$55,571.52	$59,247.46	$62,923.40
5	$52,976.74	$57,733.84	$61,409.77	$65,085.71
6	$54,922.83	$59,896.15	$63,572.09	$67,248.03
7	$56,868.91	$62,058.47	$65,734.41	$69,410.34
8	$58,815.00	$64,220.79	$67,896.72	$71,572.66
9	$60,761.08	$66,383.10	$70,059.04	$73,734.98
10	$62,707.16	$68,545.42	$72,221.35	$75,897.29
11	$64,653.25	$70,707.73	$74,383.67	$78,059.61
12	$66,599.33	$72,870.05	$76,545.99	$80,221.92
13	$66,599.33	$72,870.05	$78,708.30	$82,384.24
18	$69,194.11	$75,032.37	$80,870.62	$84,546.56
20	$71,140.20	$77,194.68	$83,032.93	$86,708.87
27	$73,086.28	$79,357.00	$85,195.25	$88,871.19

SALARY SCHEDULE
AUGUST 1, 2025 – JULY 31, 2026

BA Base: $44,543.71

Steps	Bachelor	5-Year	Masters	MA+30
0	$44,543.71	$48,329.92	$52,116.14	$55,902.36
1	$46,548.18	$50,557.11	$54,343.33	$58,129.54
2	$48,552.64	$52,784.30	$56,570.51	$60,356.73
3	$50,557.11	$55,011.48	$58,797.70	$62,583.91
4	$52,561.58	$57,238.67	$61,024.88	$64,811.10
5	$54,566.04	$59,465.85	$63,252.07	$67,038.28
6	$56,570.51	$61,693.04	$65,479.25	$69,265.47
7	$58,574.98	$63,920.22	$67,706.44	$71,492.65
8	$60,579.45	$66,147.41	$69,933.62	$73,719.84
9	$62,583.91	$68,374.59	$72,160.81	$75,947.02
10	$64,588.38	$70,601.78	$74,388.00	$78,174.21
11	$66,592.85	$72,828.97	$76,615.18	$80,401.40
12	$68,597.31	$75,056.15	$78,842.37	$82,628.58
13	$68,597.31	$75,056.15	$81,069.55	$84,855.77
18	$71,269.94	$77,283.34	$83,296.74	$87,082.95
20	$73,274.40	$79,510.52	$85,523.92	$89,310.14
27	$75,278.87	$81,737.71	$87,751.11	$91,537.32

SALARY SCHEDULE
AUGUST 1, 2026 – JULY 31, 2027

BA Base: $45,880.02

Steps	Bachelor	5-Year	Masters	MA+30
0	$45,880.02	$49,779.82	$53,679.62	$57,579.43
1	$47,944.62	$52,073.82	$55,973.63	$59,873.43
2	$50,009.22	$54,367.82	$58,267.63	$62,167.43
3	$52,073.82	$56,661.83	$60,561.63	$64,461.43
4	$54,138.42	$58,955.83	$62,855.63	$66,755.43
5	$56,203.03	$61,249.83	$65,149.63	$69,049.43
6	$58,267.63	$63,543.83	$67,443.63	$71,343.43
7	$60,332.23	$65,837.83	$69,737.63	$73,637.43
8	$62,396.83	$68,131.83	$72,031.63	$75,931.43
9	$64,461.43	$70,425.83	$74,325.63	$78,225.44
10	$66,526.03	$72,719.83	$76,619.63	$80,519.44
11	$68,590.63	$75,013.83	$78,913.64	$82,813.44
12	$70,655.23	$77,307.84	$81,207.64	$85,107.44
13	$70,655.23	$77,307.84	$83,501.64	$87,401.44
18	$73,408.03	$79,601.84	$85,795.64	$89,695.44
20	$75,472.63	$81,895.84	$88,089.64	$91,989.44
27	$77,537.24	$84,189.84	$90,383.64	$94,283.44

ARTICLE 31

PAY PERIODS

A memorandum will be sent to each staff member at the beginning of each school year providing information on pay practices.

The annual salary for all certificated/licensed employees shall be paid in twenty-six (26) equal pay periods during the contract year.

ARTICLE 32

SUPPLEMENTAL CONTRACT SALARY SCHEDULE

A. The Board reserves the right to create additional supplemental positions beyond those enumerated below and to offer and enter into additional supplemental contracts. The salary to be paid members of the bargaining unit will be set via negotiations between the Board and the NTA. Only employees approved by the Board for supplemental assignment may perform supplemental contract duties with or without compensation.

The Board and the Association agree to convene a supplemental contract study committee to review the placement of all positions within the grouping scheme. The recommendations of the study committee will be reduced to writing and presented for consideration to the Board and the Association.

B. The supplemental groupings shall be:

Group IA
Head HS Girls Basketball
Head HS Boys Basketball
Head HS Football

Group I
HS Vocal Music Director
HS Marching/Concert/Symphonic Band Director
HS Orchestra/Strings Director
HS Dramatics
MS Athletics Coordinator
Advisor Wildcat News Network

Group II
Head HS Track
Head HS Baseball
Head HS Softball
Head HS Cross Country
Head HS Wrestling
Head HS Swimming
Head HS Boys Soccer
Head HS Girls Soccer
Head HS Girls Volleyball
Head HS Boys Volleyball
Head HS Boys Lacrosse
Head HS Girls Lacrosse
Asst. HS Football
Asst. HS Boys Basketball
Asst. HS Girls Basketball
Head 9th Grade Girls Basketball
Head 9th Grade Boys Basketball
Head 9th Grade Football
Associate HS Vocal Music Director
Associate HS Drama Director

Group III
Asst. HS Baseball
Asst. HS Wrestling
Asst. HS Swimming
Asst. HS Girls Volleyball
Head 9th Grade Girls Volleyball
Asst. HS Boys Volleyball
Asst. HS Softball
Head HS Boys Tennis
Head HS Golf
Head HS Girls Tennis
High School Cheerleader Advisor (HS & Reserve)
Asst. HS Track
Winter HS Track
Asst. HS Cross Country
Head MS Football (7th & 8th Grade)
Asst. 9th Grade Football
Asst. HS Boys Soccer
Asst. HS Girls Soccer
Head HS Girls Bowling
Head HS Boys Bowling
Head JV Boys Lacrosse

Group IV
Asst. HS Track
Asst. HS Boys Lacrosse
Assistant HS Girls Lacrosse
Assistant HS Swimming
Assistant HS Girls Bowling
Assistant HS Boys Bowling
Assistant JV Boys Lacrosse

Group IV cont'd
Assistant 9th Grade Girls Volleyball
MS Basketball 7th Grade Boys
MS Basketball 7th Grade Girls
MS Basketball 8th Grade Boys
MS Basketball 8th Grade Girls
Head MS Track (7th & 8th Grade) (Boys & Girls)
Asst. MS Football (7th & 8th Grade)
MS Volleyball 7th Grade Girls
MS Volleyball 8th Grade Girls
Asst. 9th Grade Girls Basketball
Asst. 9th Grade Boys Basketball
H.S. Yearbook Advisor
MS Wrestling
Marching Band Auxiliary/Winter Guard Director
Asst. HS Girls Tennis
Asst. HS Boys Tennis
Asst. Athletic Director (1 per season)
Middle School Cross Country
JV Golf
Key Club
Wildcat Network Community Media Director

Group V
ES Lego Robotics
ES Stem Coordinator
Asst. MS Track (7th & 8th Grade Boys & Girls)
Asst. MS Cross Country
Asst. Marching/Concert/Symphonic Band Director
MS Lego Robotics
MS Stem Coordinator
MS Tennis
MS Softball (Grades 7 & 8)
MS Baseball (Grades 7 & 8)
MS Soccer

Group VI
Athletic Equipment Manager
In The Know Advisor
HS Theater Productions Technical Director
Band Equipment Manager
HS Theatre Productions Lighting Technician
HS Theatre Productions Sound Technician
MS Cheerleading Advisor
Class Council
Student Council

Group VII
HS Interdisciplinary Team Leaders: 2 per grade level
Vocational Work Program
Asst. Marching Band Director
MS Vocal Music
MS Instrumental Music
HS Head Archery
Pep Band

Group VIII
Asst. Symphonic Band Director
Solo/Ensemble Band
Jazz/Stage Band
National Honor Society

HS Music Lighting Technician
HS Music Sound Technician

Group IX
HS Art Club
HS Foreign Language Clubs – French, Spanish
HS Cup and Chaucer Club
HS Science Club
PBIS Team NHS

C. **Supplemental Pay Schedule**

For the duration of this Agreement, the supplemental pay schedule shall be as follows:

GROUP	RATE OF PAY
IA	29.1% of BA-0
I	17.5% of BA-0
II	13.8% of BA-0
III	11.5% of BA-0
IV	9.3% of BA-0
V	6.9% of BA-0
VI	5.8% of BA-0
VII	4.7% of BA-0
VIII	3.4% of BA-0
IX	2.1% of BA-0

D. **Miscellaneous Provisions**

1. Head coaches and directors have the ability to assign the duties to assistants as he/she sees fit with the approval of the Athletic Director. All new jobs will be posted.

2. Supplemental contracts may be split or combined with the approval of the employees and the appropriate supervisor. Employees must request in writing that splits or combinations be made and submit to the personnel office. A copy of the agreement will be forwarded to the N.T.A. President.

   NTA bargaining unit members who have supplemental contracts shall be paid as follows:

   a. If the amount earned for the supplemental position is equal to or less than $1,000, the teacher shall be paid in one lump-sum payment.

   b. If the amount earned for the supplemental position is greater than $1,000 and does not exceed $2,000, the teacher shall be paid in two lump-sum payments.

   c. Any supplemental position which receives more than $2,000 shall be paid according to the following schedule:

Year-Long Contracts	**26 pays**
Fall Contracts	**07 pays**
Winter Contracts	**11 pays**
Spring Contracts	**07 pays.**

3. No payment for a supplemental contract shall be made until after the completion of the coach/advisor's duties, according to the job description, as verified by the principal or supervisor. If a coach/advisor is unable to complete his/her duties, then the amount paid on the supplemental contract will be prorated as follows. If the incompletion occurs prior to the start of the season, 0% will be paid. If the incompletion occurs after the season has begun up to the completion of 25% of the season, 25% of the contract amount will be paid. If the incompletion occurs

after the completion of 25% of the season up to the completion of 50% of the season, then 50% of the contract amount will be paid. If the incompletion occurs after the completion of 50% of the season up to the completion of 75% of the season, then 75% of the contract amount will be paid. If the incompletion occurs after the completion of 75% of the season, then 100% of the contract amount will be paid. For year-long supplemental contracts, the "season" will be the District's academic year calendar and its designated quarters. The amount of the proration will be decided by the Principal, Athletic Director, Personnel Director, and Superintendent. The Personnel Committee will review any outliers.

E. Supplemental positions in grades pre-K through 8 (excluding an athletic supplemental) shall be determined as follows:

1. The District shall establish a supplemental pool for each building. The annual pool amount shall be equal to fifteen percent (15%) of the BA base salary at each elementary school, twenty percent (20%) of the BA base salary at each Middle School.

2. Annually, in February, each building's faculty representative council shall meet to determine what supplemental positions shall be available for the ensuing school year and the salary amount for each position.

3. The positions and their salaries shall be posted in each building by the building principal by April 1 annually. The posted positions shall be filled in accordance with the collective bargaining agreement and shall be acted upon at the May Board meeting.

F. **Home Instruction Rate**

Bargaining unit members employed by the district for Home Instruction shall be paid as follows for those duties:

0 - 10 Years* Base Rate - Hourly rate of teacher salary at BA-5

Over 10 Years* Longevity Rate - Hourly rate of teacher salary at BA-12

The hourly rate shall be determined by dividing the annual salary by 1,395 hours (186 days @ 7.5 hours per day).

* Years shall be defined as seniority in the District.

G. **Tutors**

All tutors, including After School Intervention, shall be paid at an hourly rate equal to .001 of the BA base salary.

H. Supplemental wages will be included in the regular paycheck. The federal tax deduction will be calculated according to method B for supplemental wages in the IRS Circular E, Employer's Tax Guide dated January, 2004.

ARTICLE 33

SEVERANCE PAY

A. All employees with ten (10) or more years of service to the Newark City Schools employed under provisions of the State Teachers Retirement System of Ohio or the School Employees Retirement System of Ohio, at the time of retirement from either of these systems, shall be eligible for compensation for one-fourth (1/4) of the value of their accrued but unused sick leave credit as defined below. Eligibility for severance pay shall not extend beyond the date of application for retirement which has been completed and forwarded to the appropriate retirement system by the Treasurer of the Board. Employees eligible for severance pay will be notified by the Treasurer of the Board upon receipt of notification of retirement.

B. The severance allowance shall be one-fourth (1/4) of the value of accrued unused sick leave to a maximum of seventy (70) days. Compensation shall be based upon the employee's daily rate of pay at the time of separation. Payment for sick leave under this provision shall be considered to eliminate all sick leave credit accrued by the employee with such payment being made only once to any employee. Bargaining unit members who maintain perfect attendance (no sick leave days, no personal leave days and no salary deduct days) during a school year (July 1 to June 30) shall receive one (1) additional day of severance allowance.

C. Request for payment should be made to the Treasurer of the Board at the time application is made for retirement to the State Teachers Retirement System of Ohio. Said request for severance allowance shall also include the employee's resignation from employment in the Newark City Schools. Payment shall be made the pay date following the effective date of resignation and official retirement. Employees who have been terminated from employment shall not be eligible for severance pay unless termination is ultimately overturned after all appeals have been exhausted.

D. This policy is pursuant to the authority of Section 124.39 of the Ohio Revised Code and shall be subject to interpretations and/or limitations which may be imposed by either the Attorney General of Ohio, the Bureau of Inspection, State Auditor's Office and/or a court of law.

Should an employee become eligible for retirement while on the recall list due to a reduction in force, he/she shall maintain all rights contained in this Article.

E. Employees who provide notice of retirement by March 1, and thereafter complete the balance of the school year, shall receive a one-time only retirement bonus of $1,000, payable upon completion of service through the last teacher workday of the school year.

F. In any year that a unit member gives notice to retire effective May 31 and the last teacher workday(s) is/are in June, then one (1) day's pay shall be deducted from the retirement bonus for each June workday. No other benefit of this Agreement shall be reduced.

G. The employee may roll part or all of his/her severance pay into a tax-sheltered annuity by notifying the Board Treasurer at least ten (10) workdays prior to his/her effective date of retirement.

H. Should a current non-retired employee who has been with the District at least 10 years die, the severance payment shall be made to the estate of the deceased employee upon written request by the executor of the estate.

ARTICLE 34

TUITION REIMBURSEMENT

Sixty thousand dollars ($60,000) per semester will be allotted for tuition reimbursement. Unit members may be reimbursed three hundred dollars ($300) per semester hour up to an annual maximum of three thousand dollars ($3,000) for course work/advanced training needed to complete approved elements of the member's Individual Professional Development Plan (IPDP) on file with the Director of Certified/Licensed Personnel or related to staff assigned responsibility, necessary for continued certification/licensure, or required for upgrading or adding a certificate/license. Reimbursement will be provided after the unit member submits evidence of successful completion of the course (grade report, transcript, etc.). If the course that is taken qualifies a unit member to teach in a dual enrollment/college credit plus program (e.g., Ph.D., MA+18 graduate hours in the same discipline as the course taught) the rates for reimbursement will be two hundred ninety-five dollars ($295) per semester hour. The bargaining unit member must be employed with the District at the time payment is made to be eligible to receive the payment. If a bargaining unit member leaves the District voluntarily within one (1) year of receiving a tuition payment, the bargaining unit member must repay the District for the tuition reimbursement.

ARTICLE 35

EXPENSE REIMBURSEMENT

A. **Approved Professional Leave**

Unit members granted “Professional Leave” will be reimbursed at the Board established mileage rate, which will be the same as the Internal Revenue Service rate for business travel. Unit members granted professional leave shall be reimbursed according to the following maximum rates, so long as sufficient funding is available:

Meals	$40 per day
Lodging	$125 per day

B. **Mileage Reimbursement**

Unit members required to use their personal vehicle for conducting school business shall be reimbursed at the prevailing rate established by the Internal Revenue Service for business vehicles.

C. **Reimbursement Procedure - Professional Leave**

Receipts will be required of each teacher granted “Professional Leave” in order to verify actual expenses. Request for Approval of Professional Leave for Attendance at a Professional Meeting forms are provided by the Board. Reimbursement will be made within two (2) weeks after the next regularly scheduled Board meeting, provided receipts are received in the Treasurer’s Office ten (10) days prior to the Board meeting.

D. **Reimbursement Procedure - School-Related Activities**

Unit members who are required by the District to accompany students to school-related activities shall be reimbursed in full for all necessary and actual expenses incurred for meals and lodging. Receipts shall be required in order to verify actual expenses.

Reimbursement shall be made within two (2) weeks after the next regularly scheduled Board meeting provided receipts are received in the Treasurer’s Office ten (10) days prior to the next Board meeting.

ARTICLE 36

INSURANCE

A. **Coverages, Benefits, and Contributions**

The specific coverages, benefits, and contribution rates provided and paid for under each insurance program are as follows:

1. Health

The Board will provide a group health insurance policy or policies or self-insured plan or program providing hospitalization, surgical, and major medical benefits which are equal to or greater than the level of benefits as are presently provided as outlined in Appendix D. The insurance carrier will be selected by the Board. The cost of such insurance shall be shared by the Board and the bargaining unit member pursuant to the following schedule: Board 80%/Unit Member 20%.

In addition to the above insurance policy, the Board may offer alternative plan(s) at a cost savings to the unit member. Such alternative plan(s) will be reviewed by the Joint Insurance Task Force.

Hospitalization/Surgical/Major Medical

The Board agrees to establish and maintain for the life of this Agreement a plan under Section 125 of the Internal Revenue Code so long as permitted by law. Such plan shall include any and all employee contributions for health, dental and/or life insurance premiums. Further, the parties agree that there is an insurance task force created consisting of three representatives each of the Board and the NTA to explore cost saving measures in the insurance area. This task force shall meet as necessary. There shall be no change to the Master Contract without the written authorization of both parties.

2. Dental

The Board will provide a group dental insurance policy or policies with benefit levels equal to or greater than the level of benefits as are presently provided as outlined in Appendix E. The insurance carrier will be selected by the Board. The cost of such insurance shall be shared by the Board and bargaining unit member pursuant to the following schedule: Board 75%/Unit Member 25%.

3. Life

The Board will provide a group life insurance policy or policies with benefits in the amount of $50,000 per employee. The insurance carrier will be selected by the Board. Single Subscriber $50,000 term life and accidental death and dismemberment policy.

B. **Insurance Notebook**

For limits of coverage and benefits regarding all of the above policies, see the various insurance booklets in unit members' possession, the insurance notebook available in the Payroll/Treasurer's Office, the Personnel Office, or the NTA Office.

ARTICLE 37

PART-TIME UNIT MEMBERS

A. Part-time unit members shall receive salary and benefits on a pro-rated basis.

Insurance Benefits

Part time unit members will be eligible for insurance benefits on a pro-rated formula based on the number of hours worked, as follows:

Less than three (3) hours per day	**No benefits**
Three (3) or more, but less than five (5) hours per day	**Half (1/2) benefits**
Five (5) or more hours per day	**Full benefits**

B. Part-time certificated/licensed members shall have the opportunity of completing one hundred twenty (120) days of employment, either on a scheduled or substitute basis, for the purpose of STRS service credit and movement on the salary schedule. Bargaining unit members who do not hold proper teacher certification/license shall be provided the opportunity to be granted temporary certification for the purpose of substitute teaching.

C. 1. Job sharing means an assignment under which two (2) teachers share the duties and responsibilities of one (1) full-time position.

2. Applicants for a job sharing assignment ("Job Sharing Team") must jointly submit a job sharing assignment application together with a proposed schedule not later than April 1 for the succeeding school year. The application must set forth:

a. The building, grade level, and subjects to be shared, including the specific subjects to be taught by each member of the Job Sharing Team and the hours per day and days per week of each team member's proposed assignment.

b. The percentage of the regular full-time workday and week that each member of the Job Sharing Team plans to spend at the school site, together with the specific teaching schedule for each member of the Job Sharing Team.

c. The teaching methods and techniques and grading practices to be used to ensure consistency and compatibility to the instructional program for pupils.

3. Job sharing applications must be approved by both the building principal and by the Superintendent. Requests may be approved as proposed or may be approved with a modified schedule, provided that the duties of the position are divided equally between the Team members. The decision to grant or deny a job sharing request is not subject to the grievance procedure of this Agreement. No decision to grant or deny any job sharing request may be considered precedent for any other job sharing request. Job Sharing Team applicants will be notified by June 1 of the grant or denial of the request for the succeeding school year.

4. Approval of any Job Sharing Team request will be subject to the following conditions for each team member:

   a. Each team member will be expected to attend parent-teacher conferences, teacher workdays, and IEP conferences.

   b. Each team member will receive a pro-rata share of salary and benefits under this contract, including personal leave, sick leave, contributions to health insurance plans, and all other benefits of employment.

   c. Team members acquire one (1) year of seniority for each year of job sharing.

5. All job sharing assignments are for one (1) year only and may be renewed only upon application and approval as provided above. Unless renewed, the job sharing assignment will end at the end of the school year for which the assignment is made. Teachers returning to full-time status following a job sharing assignment will be returned in accordance with the provisions of this Agreement.

ARTICLE 38

PROFESSIONAL DEVELOPMENT

A. **Professional Development Committees (LPDC)**

1. Purpose

In addition to serving as the District's LPDC, the committee shall develop and establish guidelines for any additional Local Professional Development Committees (LPDCs) created in the future.

2. Committee Composition and Selection

a. The District LPDC will be comprised of nine (9) members as follows:

(1) Five (5) teacher members: one (1) elementary teacher (pre-K through 5), one (1) middle school teacher (6-8), one (1) high school teacher (9-12), and two (2) additional teachers.

(2) Four (4) representatives of the administration; at least two (2) of which shall be building level administrators.

b. The five (5) teachers shall be appointed by the Association President with concurrence of the Association executive committee. The four (4) administration representatives shall be appointed by the Superintendent.

c. Vacancies shall be filled in the manner of original appointment.

3. Terms of Office

LPDC members shall be appointed to serve for a three (3) year period. All vacancies shall be filled according to the guidelines in 2.b. above.

4. Chairperson

The committee chairperson shall be determined by a majority vote of the committee members.

5. Meetings of the LPDC

a. A quorum of the committee shall consist of no fewer than three (3) teacher members and two (2) administrative members.

b. Decisions shall be made by majority vote of the committee members present.

c. The LPDC shall act only by resolution voted upon by the committee and recorded in its minutes.

d. All meetings shall be conducted under Robert's Rules of Order.

e. The LPDC shall meet once monthly and at other times as it may determine. Additional meetings may be scheduled and convened by a quorum of its membership.

f. All meetings shall be public meetings. All records of the LPDC shall be public records. Minutes of meetings and records of actions and proceedings shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.

g. When an administrator's coursework plan is being discussed or is subject to a vote of the LPDC, the committee shall, if requested by one of the administrative members on the committee, reduce the number of teacher members voting on the plan so that a majority of the LPDC members are administrators.

6. Appeal of a Certification/Licensure Decision

The bylaws of the Local Professional Development Committee shall include provisions for the appeal of decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of an independent hearing officer to hear and decide appeals.

The appeals process provided in the LPDC bylaws shall not preclude any appeals process established under state law, but must be the one first pursued.

A decision of the LPDC or of anybody that hears an appeal shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in the negotiated agreement.

7. Liability

Members of the LPDC shall be indemnified for action related to the proper performance of their duties as members of said committees.

8. Establishment of Local Professional Development Committees (LPDCs)

The District LPDC shall review the District's LPDC program each February, and make recommendations to the Board as to the number of LPDCs needed. Should additional LPDCs be formed, the following language shall govern such committees:

a. Purpose/Duties

The duties of the Local Professional Development Committees (LPDCs) shall be strictly limited to the review and approval of professional development plans for recertification and licensure as specified in Ohio Law governing such committees.

b. Composition

Each LPDC will be comprised of five (5) members, three (3) teacher representatives and two (2) administrative representatives. Appointment of said members shall be in accordance with Item 2.b. above.

c. Terms of Office

The initial terms for the teacher representatives shall be two (2) members appointed for a term of three (3) years and one (1) member appointed for a term of two (2) years. Administrative representatives shall have one (1) member appointed for a term of three (3) years and one (1) member appointed for a term of two (2) years.

Following the initial term of appointment, all LPDC representatives will be appointed for three (3) year terms.

d. Chairperson

The committee chairperson for the LPDCs shall be determined by a majority vote of the committee members.

e. Decision-Making

Decisions shall be made by majority vote of the committee members present. A quorum shall consist of no less than two (2) members appointed by the Association and one (1) member appointed by the Superintendent.

f. Meetings

Meetings of the District's LPDCs shall comply with the provisions of Section 5-c, d, e, and f above.

9. Compensation

Members of all LPDCs shall be paid $1,000 and receive three (3) release days annually to conduct committee work. Compensation will be paid only after submission of a year-end checklist to the Director of Curriculum and Instruction verifying that the following responsibilities have been performed:

a. Attendance and participation in regular and special after-school committee meetings, August – June

b. Attendance and participation in all-day, special committee meetings where LPDC business is conducted

c. Read and evaluate necessary materials before committee meetings

d. Communicate with the LPDC secretary as necessary and return required paperwork in a timely manner

e. Other duties, which may be necessary, and agreed to by the committee, in response to changes in the laws, policies, or practices of the Ohio State Board of Education.

f. Maintain a log of:

- individuals you have worked with who need assistance in Individual Professional Development Plans or other required forms, as needed, and time spent
- staff meetings attended concerning LPDC matters, and time spent reading/researching to remain updated on changes in laws, policies, etc., regarding LPDCs and licensure, and time spent
- county, regional, and/or state meetings attended concerning LPDCs, and time spent.

g. The responsibilities listed above, excluding release time, shall not exceed fifty (50) hours per contract year.

10. Master Agreement Compatibility

The LPDCs shall not have the authority to supersede any section of the Master Agreement between the Board and the Association.

B. **Resident Educator Program**

1. A Resident Educator Program for all Resident Educators will include a performance-based assessment (Resident Educator Summative Assessment) of the Resident Educator as prescribed by the State Board of Education, and a formal program of support, which shall include mentoring to foster professional growth, the completion of all required professional tools, and an assessment of the Resident Educator that is congruent with the required performance-based assessment.

2. Full time mentor teachers will be included in the bargaining unit and will be considered on “special assignment”.

3. The Resident Educator Mentors will be formally trained, as required by the Ohio State Board of Education, to be certified instructional mentors and facilitators. Each Resident Educator Mentor will be assigned not more than twenty-one (21) Resident Educators who they will lead through the completion of the timeline of best practices, per the Ohio State Board of Education. The Resident Educator Mentors will also be responsible for helping the Resident Educator in preparing for and completing the Resident Educator Summative Assessment. The Resident Educator Mentors will plan and deliver the induction program for all Resident Educators before the school year starts. The Resident Educator Mentors will plan and deliver informative and guidance-based seminars throughout the school year for Resident Educators.

4. The following specifics will define the program:

a. The ratio of Resident Educators to Resident Educator Mentors will be no more than 21:1.

b. Resident Educators will be expected to attend training days and additional training time in accordance with paragraph (B)(5) of this Article.

c. Resident Educator Mentor positions will be posted as any other vacancy.

d. Hiring preference will be given to current bargaining unit members. The successful candidate(s) must also have the ability to work effectively with a broad spectrum of adult learners. Preference will be given to candidates who have demonstrated mastery in the classroom.

e. Resident Educator Mentor training will be provided as soon as possible.

f. Resident Educator Mentors will be required to develop and deliver an induction program for all Resident Educators, as outlined in this Article.

g. Resident Educator Mentors will be required to develop and deliver professional development for all Resident Educators, as outlined in this Article.

h. Mentors will be paid on the current salary schedule with the equivalent of up to thirty (30) extended days depending on time commitments; flexible scheduling will be approved to facilitate Resident Educator Mentor/Resident Educator contacts.

i. The communication between the Resident Educator Mentor and the Resident Educator shall be considered confidential except as required by law. Resident Educator Mentors shall not participate in or provide input toward the evaluation of any Resident Educator.

j. Resident Educator Mentors shall be evaluated by the Director of Certificated/Licensed Personnel. Observations of Resident Educator Mentors shall be conducted in a fashion that will not jeopardize the confidential relationship between the Resident Educator Mentor and the Resident Educator.

5. Compensation and requirements:

a. As part of the Newark City Schools induction program, first-year Resident Educators shall be placed on Step 2 of the teacher salary schedule in Article 30, where they shall remain for their first three (3) years of employment. In exchange, first year Resident Educators will attend four (4) required additional induction days before the school year starts. First-year Resident Educators will also attend the equivalent of two (2) additional days during the school year. These additional two (2) days will be held at times following student dismissal.

b. As part of the Newark City Schools induction program, second-year Resident Educators shall attend one and one-half (1-½) required additional induction days before the school year starts. Second-year resident educators will attend the equivalent of one and one-half (1-½) additional days during the school year. These additional one and one-half (1-½) days will be held at times following student dismissal.

c. As part of the Newark City Schools induction program, any Resident Educators who have not passed the Resident Educators Summative Assessment prior to the start of their third year in the District shall attend one-half (1/2) day of required induction training before the school year starts. Additional trainings throughout the school year may be required by the Director of Certificated/Licensed Personnel/Mentoring Program Coordinator for those Resident Educators who did not pass the Resident Educator Summative Assessment, if necessary. These trainings will occur at a time after student dismissal.

d. Any Resident Educator who does not pass the Resident Educator Summative Assessment by the end of their third year in the District may resign or be non-renewed.

C. **In-service/Professional Development Joint Planning**

1. All in-service/professional development programs shall be cooperatively developed by the In-service/Professional Development Joint Planning Committee.

2. The Board and the Association agree that a standing joint In-service/Professional development committee will meet on a monthly basis each school year beginning in September for the purpose of jointly studying professional development issues for unit members and, where the committee determines it is appropriate, making recommendations to the Board and the Association.

3. The committee will be co-chaired by the Superintendent and the Association President, though either may appoint a designee to fill this role. The co-chairs may invite unit members and Board administrators to participate on the committee. Unit members attending the monthly meetings will be compensated pursuant to Article 15, Section B.3.

4. The committee will address career level and departmental professional development/in-service needs.

D. **Training/Staff Development**

The Board will annually provide training and/or staff development programs for employees whose duties are impacted by a student's needs. In-service will be provided for teachers who have students with special educational needs.

A bargaining unit member may make a request to the building principal for professional development for the purpose of improving relevant professional skills.

ARTICLE 39

VOLUNTARY EMPLOYEE ASSISTANCE PROGRAM

The Voluntary Employee Assistance Program adopted by the Newark City Board of Education and included in Appendix G of this Agreement is mutually agreeable to both the Board and to the Association.

Any changes to this program which affect the wages, hours, terms and conditions of employment of bargaining unit members shall be negotiated with the Association.

ARTICLE 40

SMOKING ON SCHOOL PREMISES

A. In compliance with the Smoke Free Workplace Act, bargaining unit members shall not smoke in school buildings, in school-owned vehicles, or on school property.

B. Bargaining Unit Members who violate this Article shall be subject to discipline in accordance with Article 18 up to suspension(s) of up to three (3) days for each violation.

ARTICLE 41

EMPLOYMENT OF RETIRED CERTIFIED/LICENSED PERSONNEL

A. The Board is authorized to fill any certificated vacancy, for which no qualified application is received, with a previously retired certificated/licensed applicant (i.e., retired from any public school district in Ohio, including the Newark City School District) subject to conditions provided below.

B. For purposes of salary schedule placement, a previously retired teacher (PRT) will be granted a maximum of ten (10) years' service credit upon initial employment. A PRT may not advance beyond Step 10 on the certificated/licensed salary schedule.

C. PRTs will be credited with all earned training/education for purposes of salary schedule placement.

D. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. Evaluations will be conducted as required by state law.

E. PRTs may be re-employed from year to year under limitations described in paragraph D., above, with Board approval, but shall not be eligible for continuing contract status.

F. For purposes of Article 11, Reduction in Force, PRTs will not accrue seniority.

G. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.

H. PRTs shall not be eligible to participate in the District's hospitalization, dental, vision or other health insurance programs offered to employees, unless such PRT is ineligible for health insurance through STRS.

I. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.

J. PRTs will not be assigned in a manner which prevents qualified pre-retirement employees from advancing within their discipline or being denied a voluntary transfer under the terms of Article 13.

K. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

ARTICLE 42

TUITION FREE STUDENTS

Members of the Newark Teachers' Association bargaining unit who reside outside of the boundaries of the Newark City School District may elect to have their children attend the Newark City School District without the payment of tuition under the following conditions and guidelines:

A. Members wishing to enroll their children under this program must annually submit an application to the Superintendent's office on or before May 30. One (1) application must be submitted for each child requesting to be enrolled. Applications will be acted upon no later than five (5) days prior to the opening day of school. Applications submitted after the deadline may be considered by the Superintendent.

B. No student will be enrolled under this program if the enrollment of the grade level being requested exceeds the following:

GRADE	**ENROLLMENT LIMIT**
K through 1	**A ratio of 20 students to 1 teacher**
2-4	**A ratio of 22 students to 1 teacher**
5-8	**Class size determined on a course by course basis by the Administration**
9-12	**Class size determined on a course by course basis by the Administration.**

Exceptions to these class size guidelines will be approved by the Superintendent or his/her designee.

C. Admission may be denied to a student if the services described in the student's IEP are not available in the District's schools.

D. Admission may be denied to a student if he/she has been suspended or expelled for ten (10) consecutive days or more in the term in which admission is sought or in the term immediately preceding.

E. Requests to enroll in a special program i.e., gifted, or students with disabilities, etc. will be acted upon according to an agreed upon Individualized Education Program.

F. The administration shall retain the right to reject a tuition free student for a subsequent school year due to disciplinary concerns.

G. All approved enrollments shall be in effect for one (1) school year. Applications must be renewed yearly. Previously enrolled students will be given priority over first time applicants.

H. Once enrolled, no student will be displaced during the course of a school year should enrollment exceed the limits contained in Section B. of this Article.

I. Tuition free students shall be transported to and from a Newark City School if brought into the District to a bus stop designated by the administration.

ARTICLE 43

DURATION AND IMPLEMENTATION

The terms of this contract shall be effective from August 1, 2024 through and including July 31, 2027.

If any provisions of this contract, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action of competent jurisdiction, by reason of any existing or subsequently enacted legislation, or by any mandatory rule or regulation of a governmental agency with the enforcement powers thereof, then such provisions shall not be applicable, performed or enforced, but all remaining parts of this contract shall remain in full force and effect for the term of this contract.

The Board and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under the Ohio Revised Code Section 4117.01(A) shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

The signatures below indicate acceptance of this negotiated package.

Denise Elizabeth Wiley
Denise Wiley, President
Newark Teachers' Association

August 1, 2024
Date

Tim Carr
Tim Carr, President
Newark Board of Education

August 1, 2024
Date

Julio Valladares
Julio Valladares, Treasurer
Newark Board of Education

August 1, 2024
Date

APPENDIX A

GRIEVANCE FORM

_____ _____
Grievance No. Date Filed

NEWARK CITY SCHOOL DISTRICT

_____ _____ _____
Grievant's Name Position Building

Date Grievance Occurred _____

Grievance Defined (Concise statement of the facts upon which the grievance is based, including specific provision of the current Master Contract claimed to have been violated.)

Relief Sought

NOTE: Attach additional relevant documents or additional statements.

Signature of grievant _____ Date _____

Step 1 APPEAL TO IMMEDIATE SUPERVISOR

Date Delivered to immediate Supervisor

TIME AND DATE OF Conference _____

Immediate Supervisor's Response _____

_____

_____

_____

_____

_____

_____ _____ _____

Immediate Supervisor's Signature Position Date

Grievant's Response to Step I -- Immediate Supervisor:

_____ The above response resolves this grievance and the matter is hereby resolved.

_____ The above response does not resolve this grievance and it is hereby requested the matter be carried to Step 2 of the Grievance procedure.

Grievant's Signature_____ Date_____

STEP 2 APPEAL TO DIRECTOR OF CERTIFICATED/LICENSED PERSONNEL

Date Delivered to Certificated/Licensed Personnel Director _____

Conference requested Yes No

DATE OF CONFERENCE _____

Director of Certificated/Licensed Personnel Response _____

_____

_____

_____

_____

_____

_____ _____

Director of Certificated/Licensed Personnel's Signature Date

Grievant's Response to Step 2 Director of Certificated/Licensed Personnel:

_____ The above response resolves this grievance.

_____ The above response does not resolve this grievance and it is hereby requested it be submitted to Step 3 of the Grievance Procedure.

_____ _____

Grievant's Signature Date

STEP 3 APPEAL TO SUPERINTENDENT

Date Delivered to Superintendent _____ Conference requested Yes No

DATE OF CONFERENCE _____

Superintendent's Response _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Superintendent's Signature Date

Grievant's Response to Superintendent's Response:

_____ The above response resolves this grievance.

_____ The above response does not resolve this grievance and it is hereby requested it be submitted to Step 4 of the Grievance Procedure.

_____ _____

Grievant's Signature Date

NTA GRIEVANCE COMMITTEE ARBITRATION REQUEST DETERMINATION

_____ It is hereby recommended that this grievance not be submitted to arbitration in keeping with provisions of the Grievance Procedure.

_____ It is hereby recommended that this grievance be submitted to arbitration in keeping with provisions of the Grievance Procedure.

_____ _____

Signatory for NTA, Position Date

Date Filed with Superintendent _____

APPENDIX B

TEACHER EVALUATION

Evaluation Procedure Defined

The evaluation procedure established in this Agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a final holistic rating. The final holistic rating shall be based upon a combination of formal and informal observations, evidence of practice and professionalism, and high-quality student data, using the Teacher Performance Evaluation Rubric.

Purpose

A. The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.

2. To inform instruction.

3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

4. To inform employment decisions (retention, promotion and removal) of teachers.

Application

A. The teacher evaluation procedure contained in this Appendix applies to the following employees of the District:

Teachers working under a license issued under Chapter 3319 of the Revised Code or a permanent or professional certificate under former section 3319.222 of the Revised Code who spend at least fifty (50) percent of their time providing student instruction.

Evaluators

A. An evaluator must be a credentialed contracted employee of the District, who has knowledge of adopted curriculum.

B. The person who is responsible for assessing a teacher's performance generally shall be:

The teacher's immediate supervisor, which includes both principals and assistant principals.

Evaluation Instrument

The Evaluation Instrument shall be the forms used by the teacher's evaluator. The forms are those developed by the Ohio State Board of Education.

Evaluation Committee

A. A standing joint Evaluation Development Committee for the purpose of reviewing and making recommendations regarding the policy, procedure and process for the evaluation of certified teachers in the District. The Committee will ensure that all measures of high-quality student data (HQSD) adhere to the relevant criteria as established by the Ohio State Board of Education.

B. Committee Composition

The committee shall be comprised of three (3) Association members appointed by the Association President and three (3) members appointed by the Board or its designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

C. Committee Operation

1. Members of the committee will receive training in the state adopted Evaluation Framework model prior to beginning their work.

2. All decisions of the committee will be achieved by consensus.

3. Members of the committee may receive release time for committee work and training.

D. Committee Authority

1. The Evaluation Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

2. The Board and the Association shall bargain during regular contract negotiations all elements of the teacher evaluation system that are not expressly prohibited subjects of bargaining. Any agreement that is achieved through said negotiation shall be subject to ratification by both parties.

3. If either party wishes to consider any change or revision to the evaluation procedure or instrument during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or instrument during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

4. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to the Master Agreement agree to reconvene bargaining to determine whether adjustments are appropriate.

Training

A. In-Service on the evaluation framework and system will be provided, at Board expense, for all newly hired teachers within thirty (30) days of their first day worked.

B. In-Service on the teacher evaluation framework and system will be offered if and when changes to the framework and system occur and may include the tools, processes, methodology, and the use of high-quality student data.

Schedule for Evaluation

A. All teachers shall be evaluated at least once annually, except as noted otherwise in this section.

B. The evaluation shall be conducted and completed no later than the first day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of May.

C. The Board may evaluate each teacher who received a rating of Accomplished on the teacher's most recent evaluation conducted under this section once every three (3) school years, so long as the teacher submits a self-directed professional growth plan to his/her evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

D. The Board may evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation conducted under this section once every two (2) school years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

E. In any year that a teacher is not formally evaluated pursuant to paragraph (C) or (D) as a result of receiving a rating of Accomplished or Skilled on the teacher's most recent evaluation, at least one formal observation and at least one conference will be held, which will include a discussion of the teacher's professional growth plan.

F. The Board may elect not to conduct an evaluation of a teacher who:

1. was on leave from the School District for fifty percent (50%) or more of the school year, as calculated by the Board; or

2. has submitted a notice of retirement that has been accepted by the Board not later than the first (1st) day of December of the school year in which the member is retiring and in which the evaluation is otherwise scheduled to be conducted.

Criteria for Performance Assessment

A. A teacher's performance shall be assessed based on criteria set forth in the Evaluation Instrument located on the Ohio State Board of Education's website.

B. Teachers shall be evaluated based upon work performance, personally observed by the evaluator during formal and casual observations and walk-throughs, and other methods of obtaining data concerning the teacher's performance (e.g., HQSD, informal conversations, and evidence of practice and professionalism).

C. All monitoring or observation of the work performance of a teacher shall be conducted openly.

D. Undocumented information may not become part of a teacher's performance evaluation report.

Observations

A. Schedule of Observations

1. A minimum of two (2) formal observations shall be conducted to support each evaluation. One will be announced and one will be unannounced. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least ten (10) work days between the first two formal observations. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

2. If the Board has entered into a limited contract with the teacher pursuant to section 3319.11 of the Revised Code, the Board shall perform a minimum of three (3) formal observations for the evaluation in any school year in which the Board may wish to declare its intention not to re-employ the teacher pursuant to RC 3319.11.

B. Observation Conference

1. The announced observation may be preceded by a conference between the evaluator and the teacher if requested by either party in order for the teacher to explain plans and objectives for the work situation to be observed. A pre-conference can be requested for the announced observation.

2. A post-observation conference shall be held within five (5) work days following the observation, absent extenuating circumstances, to provide reflection and feedback on the observed lesson and to identify strategies and resources for the teacher to incorporate into lessons to increase effectiveness.

Walk-Throughs

A. A walk-through is an informal observation in the classroom that has the following components:

1. The walk-through shall be at least three (3) consecutive minutes but no more than twenty (20) consecutive minutes in duration.

2. Written or electronic feedback generally will be given to the teacher within three (3) work days of the walk-through.

3. A minimum of two (2) walk-throughs shall be included in each evaluation.

High-Quality Student Data (HQSD)

Each evaluation shall contain at least two (2) measures of high-quality student data. When applicable, the value-added progress dimension shall be one of the measures of HQSD. All measures of HQSD must adhere to the relevant criteria established by the Ohio State Board of Education.

Finalization of Evaluation

A. No later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

B. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as the performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator and the teacher and shall serve as acknowledgment that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

C. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

Professional Development

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

1. Teachers with a final holistic rating of Accomplished will annually develop a self-directed professional growth plan and may choose their credentialed evaluator for the evaluation from a list of district-approved evaluators.

2. Teachers with a final holistic rating of Skilled will annually develop a professional growth plan jointly with their credentialed evaluator.

3. Teachers with a final holistic rating of Developing will annually develop a professional growth plan guided by the evaluator.

4. Teachers who receive a rating of Ineffective on their overall evaluation or on any of the individual performance standards of their evaluation shall be placed on an improvement plan developed by their evaluator.

    a. The purpose of a professional improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support.

    b. In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the improvement plan, the teacher may request another licensed/certificated employee of the district who is not a family member of either party to facilitate further discussion between the teacher and the evaluator.

5. Teachers who are new to the District will develop a professional growth plan collaboratively with their evaluator.

B. Professional growth and improvement plans for a school year shall be developed no later than September 30.

C. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance available.

D. The Board shall provide for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers.

E. The Board shall provide for the allocation of financial resources to support professional development.

Coaches for Teachers on an Improvement Plan

A. The District may provide teachers under an improvement plan with a trained coach who is not the credentialed evaluator when appropriate.

B. Role of Coach

1. The Coach must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

2. The Coach does not have a formal evaluation role. The Coach's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

3. Release Time

Each Coach may be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the building administrator.

4. Protections

a. Other than a notation to the effect that a teacher served as a Coach, the teacher's activities as a Coach shall not be part of that staff member's evaluation.

b. A Coach shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

c. Professional conversations between a Coach and credentialed evaluator should be on-going but stay between the teacher, Coach, evaluator and the Director of Certificated/Licensed Personnel.

Due Process

A. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

B. The arbitration provisions of the Grievance Procedure (Article 7) shall apply only to grievances involving procedures and/or the components as listed in this Appendix.

APPENDIX C

TEACHER DEVELOPMENT AND EVALUATION

A. Those teachers who are not covered by the evaluation procedure contained in Appendix B will be governed by the procedure contained in this Appendix C.

B. The Association recognizes the right, duty and responsibility of the Administration to conduct continuous evaluation of the performance of personnel. The intended purpose of teacher evaluation is to improve the quality of teaching and learning.

C. Evaluation should serve to identify strengths and limitations through the use of goal setting, observation, and feedback. All observations and evaluations shall be completed openly with the teacher being evaluated.

D. Any written evaluation shall, after a review by both parties, be signed by each and a copy distributed to the person being evaluated, to the evaluator, and to the employee's personnel file.

E. The employee's signature shall indicate that he/she has read the evaluation or observation. His/her signature does not necessarily certify agreement with the information contained therein. The employee shall be allowed to add any statements to the evaluation that will amplify or explain its contents.

F. Evaluations shall be conducted by a supervisor. Supervisory evaluations shall be completed:

1. For teachers in the last year of a contract;
2. For teachers who are eligible for a continuing contract;
3. Every fifth year for teachers holding continuing contracts (one evaluation only);
4. At the discretion of the supervisor.

G. An evaluator has the right to visit and observe a teacher at any time. (Form D) All formal classroom observations completed as part of the evaluation process will be conducted according to the time lines of this Agreement. A teacher may request that the evaluator give advance notice for one evaluation leading to each of the post-evaluation conferences for the year. A teacher may also inform the evaluator of specific types of classroom activities which would be contained in a lesson and/or anticipated extenuating circumstances which the evaluator may encounter.

H. It is strongly recommended that the teacher meet with the evaluator for a pre-observation conference for either or both of the observations. The pre-observation conference is required for all teachers new to the District and upon the request of either the teacher or the evaluator. A form is provided as a discussion guide for this conference. (Pre-Observation Conference Form)

I. On the day of the observation, the evaluator and the teacher will mutually agree to a time to hold the conference to discuss the observation. This conference will be held within ten (10) days of the observation.

J. At the post-observation conference, the evaluator will give the teacher a written summary of the observation on Form A. The contents of this Form will be discussed at the

conference. If either the teacher or evaluator finds it necessary, Form B may be completed to identify areas of weakness, and to discuss suggestions for improvement. In such case, Form B shall be completed and signed during the post-observation conference. The teacher will be provided with a written summary of the post-observation conference (Form C) within five (5) school days of the conference.

Form C must be completed after each evaluation (two observations and a written summary on Form C = one [1] evaluation). The completion of Form C after each observation is not required.

K. This evaluation program will be applicable to all teachers, including support personnel, extended service contracts and supplemental contracts of a curricular or co-curricular nature who are not covered by the procedure contained in Appendix B. Unless indicated otherwise by provisions of this Contract, extra-curricular supplemental contracts may not be evaluated.

L. Time lines Related to Observation and Evaluation:

Two (2) supervisory evaluations shall be completed between September 15 and May 1. Each evaluation will include at least two (2) thirty (30) minute observations (Form A) which shall be no less than fifteen (15) days apart, unless, in the Supervisor's discretion, additional observations within a shorter time are necessary. The supervisor shall schedule and conduct a conference to review each observation and the evaluation (Form C) within ten (10) days of the observation or evaluation. If deficiencies are observed during either thirty (30) minute observation, Form B shall be completed by the administrator and the teacher within five (5) days. The term "day" is defined as a day when school is in session.

Upon completion of the first evaluation, an evaluator shall have the right to waive the requirement of the second evaluation. The waiver must be reduced to writing and signed by the teacher.

M. Forms to be used:

1. Pre-Observation Conference Form
2. Form A--Observation Record Sheet
3. Form B--Goal-Setting Sheet
4. Form C--Observation Summary
5. Form D--General Observation Report

N. Descriptors to be used on Form A:

1.0 Organizing Content Knowledge for Student Learning
1.1 Becomes familiar with relevant aspects of students' background knowledge and experiences
1.2 Recognizes differing cognitive levels of students
1.3 Demonstrates the ability to integrate knowledge
1.4 Plans and organizes instructional goals and activities in accordance with graded course of study
1.5 Selects relevant supplemental activities
1.6 Creates or selects teaching methods, learning activities and instructional materials that are appropriate to the student and that are aligned with the goals of the lesson

2.0 Creating an Environment for Student Learning

2.1 Clearly defines rules for behavior
2.2 Provides for student involvement during the lesson
2.3 Provides a positive approach to discipline
2.4 Sets high expectations for learners
2.5 Treats all students in a fair and equitable manner
2.6 Makes the physical environment as safe and conducive to learning as possible

3.0 Teaching and Assessing for Student Learning
3.1 Teaches and assesses using instructional activities in accordance with the graded course of study
3.2 Provides clear explanations
3.3 Uses instructional time effectively
3.4 Uses techniques to aid students in developing creativity and critical thinking
3.5 Assigns work relevant to the concept taught
3.6 Makes content comprehensible
3.7 Uses clear evaluative procedures
3.8 Uses oral and written work products to monitor student progress
3.9 Provides feedback to assist student learning

4.0 Teacher Professionalism
4.1 Communicates effectively with students and parents about student learning
4.2 Accepts professional responsibility for student learning
4.3 Models responsible professional behavior
4.4 Demonstrates good oral and written communication
4.5 Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students

PRE-OBSERVATION CONFERENCE FORM

Teacher: _____Date: _____

Grade/Subject: _____Observer: _____

1. **Content of the lesson to be presented**
(Area of study, program goals, etc.)

2. **Learner Characteristics**
(What students are like. Students with special needs or characteristics)

3. **Learner Objectives**
(Please state what is to be learned and the activities in which the students will be engaged.)

4. **Student Assessment**
Pre-Assessment (Processes used to determine level of student readiness)
Post-Assessment (Processes used to evaluate student learning)

5. **Instructional Strategies and Materials**
(Resource methods, techniques of teaching)

6. **Observer Focus**
(Major focus of data collection: Optional)

7. **Anticipated Extenuating Circumstances** (if any)

_____	_____	_____
Signature (Observer)	Date	Signature (Teacher)

Form A

Newark City School District

Observation Record Sheet

Teacher _____ **School** _____

Grade/Subject _____ **Date of Observation** _____

Time _____ **To** _____ **Classroom Observation #** _____

# of Students Present _____ **Topic/Activity** _____

Evaluator/Position _____

Extenuating Circumstances _____

1. Organizing Content Knowledge for Student Learning

1.1 Becomes familiar with relevant aspects of students' background knowledge and experiences
1.2 Recognizes differing cognitive levels of students
1.3 Demonstrates the ability to integrate knowledge
1.4 Plans and organizes instructional goals and activities in accordance with graded course of study
1.5 Selects relevant supplemental activities
1.6 Creates or selects teaching methods, learning activities and instructional materials that are appropriate to the student and that are aligned with the goals of the lesson

2. Creating an Environment for Student Learning

2.1 Clearly defines rules for behavior
2.2 Provides for student involvement during the lesson
2.3 Provides a positive approach to discipline
2.4 Sets high expectations for learners
2.5 Treats all students in a fair and equitable manner
2.6 Makes the physical environment as safe and conducive to learning as possible

3. Teaching and Assessing for Student Learning

3.1 Teaches and assesses using instructional activities in
3.2 Provides clear explanations
3.3 Uses instructional time effectively
3.4 Uses techniques to aid students in developing creativity and critical thinking
3.5 Assigns work relevant to the concept taught
3.6 Makes content comprehensible
3.7 Uses clear evaluative procedures
3.8 Uses oral and written work products to monitor student progress
3.9 Provides feedback to assist student learning

4. Teacher Professionalism

4.1 Communicates effectively with students and parents student learning
4.2 Accepts professional responsibility for student learning
4.3 Models responsible professional behavior
4.4 Demonstrates good oral and written communication
4.5 Builds professional relationships with colleagues teaching insights and to coordinate learning activities for students

Time	Code	Notes

Identified weakness and/or suggestions for improvement listed on Form C or Form D last school year should be considered as the basis for developing goals for this school year.

Newark City School District

Quality Teaching for Learning

PLANNING CONFERENCE AND EVALUATION

GOALS	TEACHER MEANS OF ACHIEVEMENT	SUPERVISOR ASSISTANCE	HOW WILL ACHIEVEMENT BE MEASURED?	EVALUATOR: WAS THE GOAL ACHIEVED?
				Initial when evaluation is completed: **Teacher**_____ **Evaluator**_____

☐ Supervisory Year Evaluation

- ☐ Final year, Teacher's Contract
- ☐ Teacher eligible for Continuing Contract
- ☐ 5th year status on Continuing Contract
- ☐ Supervisor discretion

Sign when goal-setting conference completed.

Teacher's Signature_____

Supervisor's Signature_____

Upon completion of evaluation, distribute to:

1) Personnel File
2) Teacher
3) Supervisor
4) Teacher (use during school year)

Form C - Teacher

Newark City School District
Observation Summary
Supervisory Year Evaluation

☐ **Initial Evaluation**
☐ **Interim Evaluation**
☐ **Final Evaluation**

Teacher _____
School _____
Date of Conference _____

☐ **Final Year of Contract**
☐ **Eligible for Continuing Contract**
☐ **Fifth Year of Continuing Contract**
☐ **Supervisor's Discretion**

ANALYSIS OF INFORMATION FROM OBSERVATION

Organizing Content Knowledge for Student Learning:
Creating an Environment for Student Learning:
Teaching and Assessing for Student Learning:
Teacher Professionalism:

GENERAL COMMENTS

Strengths:
Areas for Improvement with Suggestions:
Growth Opportunities:
Review of Lesson Plans, Grade Book, Student Performance Products:
Additional Comments:
My signature indicates that I have read this observation summary. Furthermore, I understand that, if I wish, I may add statements that will amplify or explain its contents. **Teacher's Signature:** **Date:** **_____ I agree** **_____ I disagree** **_____ I disagree with statement attached**
Evaluator's Signature:_____ Date:_____ **I *recommend* / *do not recommend* that the teacher named above be re-employed.** **(Circle one at a time of final evaluation.)**

Distribute Copies:

White	Personnel File
Yellow	Teacher
Pink	Supervisor

Form C – Counselor

Newark City School District
Observation Summary
Supervisory Year Evaluation

☐ **Initial Evaluation**
☐ **Interim Evaluation**
☐ **Final Evaluation**

Counselor _____
School _____
Date of Conference _____

☐ **Final Year of Contract**
☐ **Eligible for Continuing Contract**
☐ **Fifth Year of Continuing Contract**
☐ **Supervisor's Discretion**

ANALYSIS OF INFORMATION FROM OBSERVATION

Information Services Students:
Information Services Staff:
Information Services Parents:
Pupil Appraisal and Records Services:

GENERAL COMMENTS

Strengths:
Areas for Improvement and Suggestions:
Growth Opportunities:
Additional Comments:
My signature indicates that I have read this observation summary. Furthermore, I understand that, if I wish, I may add statements that will amplify or explain its contents. **Counselor's Signature:** **Date:** **_____ I agree** **_____ I disagree** **_____ I disagree with statement attached**
Evaluator's Signature:_____ Date:_____ **I *recommend* / *do not recommend* that the counselor named above be re-employed.** **(Circle one at a time of final evaluation.)**

Distribute Copies:

White	Personnel File
Yellow	Counselor
Pink	Supervisor

Form C – Nurse

Newark City School District
Observation Summary
Supervisory Year Evaluation

☐ **Initial Evaluation**
☐ **Interim Evaluation**
☐ **Final Evaluation**

Nurse _____
School _____
Date of Conference _____

☐ **Final Year of Contract**
☐ **Eligible for Continuing Contract**
☐ **Fifth Year of Continuing Contract**
☐ **Supervisor's Discretion**

ANALYSIS OF INFORMATION FROM OBSERVATION

Student Services:
Parent Services:
Record Keeping Services:
Staff Services:

GENERAL COMMENTS

Professional Development:

Strengths:

Areas for Improvement with Suggestions:

Growth Opportunities:

Additional Comments:

My signature indicates that I have read this observation summary. Furthermore, I understand that, if I wish, I may add statements that will amplify or explain its contents.

Nurse's Signature:_____ **Date:** _____

- _____ **I agree**
- _____ **I disagree**
- _____ **I disagree with statement attached**

Evaluator's Signature:_____ **Date:**_____

I *recommend* / *do not recommend* that the nurse named above be re-employed. (Circle one at a time of final evaluation.)

Distribute Copies:

White	Personnel File
Yellow	Nurse
Pink	Supervisor

Form D - Teacher

Newark City School District

Teacher General Observation Report

NOTE: Form D must be completed within five (5) days of observation

Teacher_____ **Date**_____

School_____ **Position**_____

General Observation Comments:

Supervisor's Signature	**Title**	**Date**

This report has been discussed with me.

- ☐ **I agree**
- ☐ **I disagree**
- ☐ **I disagree, statement attached**

Teacher's Signature **Date**

Distribute Copies:
1) Personnel File
2) Teacher
3) Supervisor

Newark City School District

Guidance Counselor Observation Report

Evaluatee/Counselor _____ **Date** _____

Evaluator/Administrator _____ **Time** _____

COLUMN 1 – KEY FOR SELF-APPRAISAL		COLUMN 2 – KEY FOR OBSERVER'S APPRAISAL	
E	Exemplary	E	Exemplary
S	Satisfactory	S	Satisfactory
NI	Needs Improvement	NI	Needs Improvement
U	Unsatisfactory	U	Unsatisfactory
NA	Not Applicable	NA	Not Applicable

Column 1	Column 2	
		I. INFORMATION SERVICES
		Students
		Schedule Students
		Distribute Student registration booklets, registration forms, handbooks containing course-descriptions and/or graduation requirements, as necessary
		Visit feeder schools to discuss scheduling procedures and course selections.
		Work with administrators to coordinate programs for students.
		Make available to students information regarding careers, study skills and personal-social development.
		Provide students with information about post-secondary education and training including sources of financial aid.
		Provide information related to testing.
		Staff
		Provide staff with information as requested on topics such as "skills," community agencies, the world of work and career opportunities for students, substance/chemical abuse and student referral procedures and agencies for counseling family, social adjustment, and personal issues.
		Provide support for staff in working with students.
		Parents
		Assist with orientation meetings.
		Provide parents with information about community agencies which may provide assistance to them and/or their family, as requested.
		Provide parents with information and ongoing support on post-secondary education and training, including sources of financial aid

II. PUPIL APPRAISAL AND RECORDS SERVICE

Identify Student Skills and Abilities

		Coordinate testing programs.
		Coordinate and communicate interpretation of test results (students, parents, and staff).
		Use test data and teacher recommendation to identify students with special needs, talents, abilities, achievements, and interests.
		Keep on file a list of students recommended for special honors.
		Confer with staff, administrators, parents, and students for placement in advanced or developmental classes, using test data and teacher recommendations.
		Participate in Intervention Assistance Teams.
		Notify student and legal guardian of credit deficiencies.

III. GROUP GUIDANCE SERVICES

		Provide group guidance services to students.
		Provide students an opportunity to discuss personal goals and problems (divorce, death and dying, mend to mend, etc.).
		Provide students with information about the High School, curriculum, facilities, policies, extra-curricular activities, etc.
		Provide information on high school, post secondary, and college planning.
		Provide information concerning prevention of chemical abuse.

IV. INDIVIDUAL COUNSELING SERVICES

		Provide counseling services to students.

V. CONSULTATIVE SERVICES

		Provide consultative services to staff and parents.
		Share relevant information about students with classroom teachers.

VI. PARENT CONFERENCE SERVICES

		Provide parents with information about guidance program.
		Meet with parent groups during orientation, open house, and at other appropriate times to explain the guidance services available in our schools.
		Coordinate and facilitate parent conference on an "as needed" basis.
		Assist parents in interpreting test results.

VII. PLACEMENT SERVICES TO STUDENTS

		Students will be scheduled into classes.
		Coordinate placement of students into appropriate classes.
		Provide information about post-secondary educational and training and military opportunities.

VIII. RESOURCE COORDINATION SERVICES

		Provide target groups with information about appropriate referral agencies.
		Make printed information available to target groups.
		Coordinate the referral process.

COMMENTS (Evaluator/Administrator):

COMMENTS (Evaluatee/Counselor):

_____ _____

Signature (Evaluator/Administrator) **Date**

_____ _____

Signature (Evaluatee/Counselor) **Date**

Form D - Nurse

Newark City School District

Nurse Observation Report

Evaluatee/Nurse _____ **Date** _____

Evaluator/Administrator _____ **Time** _____

COLUMN 1 – KEY FOR SELF-APPRAISAL		COLUMN 2 – KEY FOR OBSERVER'S APPRAISAL	
E	Exemplary	E	Exemplary
S	Satisfactory	S	Satisfactory
NI	Needs Improvement	NI	Needs Improvement
U	Unsatisfactory	U	Unsatisfactory
NA	Not Applicable	NA	Not Applicable

Column 1	Column 2	
		I. STUDENT SERVICES
		Maintains current health records.
		Conducts/coordinates/delegates tasks related to vision screening.
		Conducts/coordinates hearing screening.
		Conducts/coordinates hearing/vision screening for students referred by teachers, parents, or psychologist.
		Checks students for undetermined ailments.
		Administers first aid treatment (bumps, bruises, scratches, cuts) when on duty in that building.
		Notifies emergency squad for assistance from local paramedics for injured students as necessary
		Works with the special needs of handicapped students as necessary.
		II. PARENT SERVICES
		Notifies parents, in writing, of exclusion from school for student with incomplete immunization records.
		Informs parents of students who do not pass vision hearing screenings.
		Provides parents instruction and literature on current procedures for treatment of student and family (Pediculosis, fifth disease, impetigo) and general hygiene.
		Assists with home visits when necessary.
		Serves as a resource person for parents, using information and materials from the County and State Health Departments, local physicians, dentists and service agencies.
		Informs new Kindergarten parents of health services during orientation.

III. RECORD KEEPING SERVICES

		Compiles/coordinates health information from emergency cards and medical authorization forms.
		Prepares exclusion letters of students with incomplete immunization records.
		Establishes and maintains a record keeping system for all health related services.

IV. STAFF SERVICES

		Effectively maintains confidentiality related to health services.
		Provides teachers with health information folders with lists of special health problems for their students.
		Conducts in-service programs for staff on special health problems or concerns, as requested.
		Communicates and provides technical, health related support to health aides in designated buildings.

V. PROFESSIONAL DEVELOPMENT

		Attends coordination meetings with nurses, health aides, and supervisor.
		Attends meetings with supervisors concerning policies and procedures.

COMMENTS (Evaluator/Administrator):

COMMENTS (Evaluatee/Nurse):

Signature (Evaluator/Administrator)	**Date**
Signature (Evaluatee/Nurse)	**Date**

APPENDIX D

HEALTH INSURANCE COVERAGE

Newark City Schools
Anthem Blue Access® PPO with National Rx Formulary

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$500/$1,000	$1,000/$2,000
Out-of-Pocket Limit (Single/Family)	$1,000/$2,000	$2,000/$4,000
Physician Home and Office Services (PCP/SCP) **Primary Care Physician (PCP)/** **Specialty Care Physician (SCP)** Including Office Surgeries and allergy serum: • allergy injections (PCP and SCP) • allergy testing • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	$25/$25 $15 20% 20%	40% 40% 40% 40%
Preventive Care Services • Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.	No cost share	40%
Emergency and Urgent Care **Emergency Room Services** • **facility/other covered services** (copayment waived if admitted) **Urgent Care Center Services** • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products • Allergy injections • Allergy testing	 $250 $75 20% $15 20%	 $250 40% 40% 40% 40%
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	40%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: • 90 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 180 days for skilled nursing facility	20%	40%

Covered Benefits	Network	Non-Network
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	20%	40%
Other Outpatient Services including but not limited to: • Non-Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds • Diagnostic Lab & X-Ray • Home Care Services 180 visits (excludes IV Therapy) (Network/Non-Network combined) • Durable Medical Equipment • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	20% No cost share 20% 20% 20% No cost share 20%	40% 40% 40% 40% 40% No cost share 20%
Outpatient Therapy Services (Combined Network & Non-Network limits) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Physical Medicine Therapy Limits, Outpatient Therapy (excludes Autism Spectrum Disorder)- (Network and Non-network combined): • Cardiac Rehabilitation 36 visits • Pulmonary Rehabilitation 20 visits • Physical Therapy: 60 visits • Occupational Therapy: 60 visits • Manipulation Therapy: 24 visits • Speech therapy: 60 visits	 $25/$25 (except manipulation) $25 (except manipulation) Manipulation therapy payable at 20%-deductible does not apply)	 40% 40%
Accidental Dental: Unlimited (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	40%
Behavioral Health: **Mental Illness and Substance Abuse[2]** • Inpatient Facility Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 20% $25 20%	 40%
Human Organ and Tissue Transplants[3] • Acquisition and transplant procedures, harvest and storage.	No cost share	50%

Covered Benefits	Network	Non-Network
Prescription Drugs Anthem National Drug List		
Network Tier structure equals 1/2/3 (and 4, if applicable)		
• **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip	$20/$40/$80/$150	50%, min $50 [5]
• **Home Delivery Service:** (90-day supply) Includes diabetic test strip	$50/$100/$200/$150	Not covered
Medicare Rx - Wrap		
Specialty Medications are limited up to a 30-day supply regardless of whether they are retail or mail service.		

Notes:

- All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physician's Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Live Health Online (LHO) is covered at the PCP cost share.
- Certain diabetic and asthmatic supplies, except diabetic test strips, have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies.
- Benefit period = plan year
- Diagnostic mammograms are not subject to Copayments / Coinsurance in Network office and outpatient facility settings. Routine mammograms are paid as Preventive Care services
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – unlimited visits/Calendar Year.
- Vision limited services – additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage

[2] We encourage you to review the Schedule of Benefits for limitations.
[3] Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
[5] Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This benefit overview is for illustrative purposes and some content may be pending Ohio Department of Insurance approval.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Newark City Schools
Anthem Blue Access PPO for Health Savings Accounts with National Rx Formulary
Effective 01/01/2019

Covered Benefits	Network	Non-Network
Deductible Non-Embedded Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does not apply to family coverage.	Single: $1,500 Family: $3,000	Single: $3,000 Family: $6,000
Out-of-Pocket Limit	Single: $3,000 Family: $6,000	Single: $6,000 Family: $12,000
Physician Home and Office Services • Including Office Surgeries, allergy serum, allergy injections and allergy testing	20%	40%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and vision screenings which are limited to Screening tests (i.e., Snellen eye chart and Ocular Photo Screening).	No cost share	40%
Emergency and Urgent Care • **Emergency Room Services @ Hospital (facility/other covered services)** (copayment waived if admitted) • **Urgent Care Center Services**	20% 20%	20% 40%
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	40%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: • 90 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 180 days for skilled nursing facility	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	20%	40%

Covered Benefits	Network	Non-Network
Other Outpatient Services including but not limited to: • Non-Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. • Home Care Services 180 visits (excludes IV Therapy) (Network/Non-Network combined) • Durable Medical Equipment • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	20% 20% 20%	40% 20% 20%
Accidental Dental Services Unlimited (Network and Non-network combined)	20%	40%
Outpatient Therapy Services (Combined Network & Non-Network limits apply) • Physician Home and Office Visits • Other Outpatient Services @ Hospital/Alternative Care Facility Physical Medicine Therapy Limits, Outpatient Therapy (excludes Autism Spectrum Disorder)- (Network and Non-network combined): • Cardiac Rehabilitation 36 visits • Pulmonary Rehabilitation 20 visits • Physical Therapy: 60 visits • Occupational Therapy: 60 visits • Manipulation Therapy: 24 visits • Speech Therapy: 60 visits	 20% 20%	 40% 40%
Behavioral Health Services: **Mental Illness and Substance Abuse[1]** • Physician Home and Office Visits • Other Outpatient Services @ Hospital/Alternative Care Facility	Benefits provided in accordance with Federal Mental Health Parity	40%
Human Organ and Tissue Transplants • Acquisition and transplant procedures, harvest and storage.	20%	40%

Covered Benefits	Network	Non-Network
Prescription Drugs Anthem National Drug List • **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip • **Home Delivery Service:** (90-day supply) Includes diabetic test strip Specialty medications are limited up to a 30-day supply regardless of whether they are retail or mail service **Medicare Rx - Wrap**	20% 20%	40% [2] Not covered

Notes:

- All medical and drug cost shares, deductibles and percentage (%) coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply to covered services listed with a percentage (%) coinsurance, including 0%.
- Deductible applies to all prescription drug expenses for Rx plans. Once the deductible is met the appropriate copayment/ coinsurance applies. Copayments/coinsurance accumulate to the Medical OOP max. Once the Medical OOP max is met, no additional cost share applies.
- Once the family deductible is satisfied by either one member or all members collectively, then the additional percentage coinsurance will be required before the family out-of-pocket is satisfied. Does not apply to embedded deductible plans.
- Network and Non-network Deductible**,** copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month in which the child attains age 26
- 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- No Cost Share (NCS): No deductible/copayment/coinsurance up to the maximum allowable amount.
- Live Health Online (LHO) is covered at the PCP cost share.
- Benefit period = plan year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – unlimited visits/Calendar Year.
- Wigs limited to 1 per benefit period

1 We encourage you to review the Schedule of Benefits for limitations.
2 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This benefit overview is for illustrative purposes.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

APPENDIX E
DENTAL INSURANCE COVERAGE





Delta Dental PPO (Point-of-Service) Summary of Dental Plan Benefits For Group# 5378-0001, 0099

Newark City Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO Dentist		Non-participating Dentist
	Plan Pays	**Plan Pays**	**Plan Pays***
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers			**100%**
Emergency Palliative Treatment – to temporarily relieve pain			**100%**
Sealants – to prevent decay of permanent teeth			**100%**
Brush Biopsy – to detect oral cancer			**100%**
Radiographs – X-rays			**100%**
Basic Services			
Minor Restorative Services – fillings and crown repair			**80%**
Endodontic Services – root canals			**80%**
Periodontic Services – to treat gum disease			**80%**
Oral Surgery Services – extractions and dental surgery			**80%**
Other Basic Services – misc. services			**80%**
Relines and Repairs – to bridges, implants, and dentures			**80%**
Major Services			
Major Restorative Services – crowns	**50%**	**50%**	**50%**
Prosthodontic Services – bridges, implants, and dentures	**50%**	**50%**	**50%**
Orthodontic Services			
Orthodontic Services – braces	**50%**	**50%**	**50%**
Orthodontic Age Limit –	**No Age Limit**	**No Age Limit**	**No Age Limit**

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable once per calendar year with no age limit.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Diagnostic casts are Covered Services.
- Sealants are payable once per tooth per three-year period for the occlusal surface of first and second permanent molars up to age 14. The surface must be free from decay and restorations.
- Veneers are payable on incisors, cuspids, and first bicuspids once per tooth per five-year period.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Metallic inlays are Covered Services.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Rebase, relining, and repair of dentures are Covered Services once in any two-year period. Tissue conditioning is a Covered Service once every six months.
- Implants and implant related services are payable once per tooth in any five-year period.
- Histopathologic examinations, injectable antibiotics, nitrous oxide with certain surgical procedures, and unlimited occlusal guards are Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – $2,500 per person total per Benefit Year on all services except orthodontics. $1,000 per person total per lifetime on orthodontic services.

Deductible – $25 Deductible per person total per Benefit Year limited to a maximum Deductible of $50 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, and orthodontic services.

Waiting Period – Employees who are eligible for dental benefits are covered on the date of hire, as long as the employee is actively at work and working their regular number of hours.

Eligible People – All active full-time and active part-time employees of the Contractor who choose the dental plan (0001) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (0099). The Contractor and Subscriber share the cost of this plan.

Security Benefits: Coverage for family members to continue without premium in the event of death of the subscriber until the earliest of the following dates:

1) remarriage of surviving spouse, in which case the coverage for all family members terminates;
2) the date a family member ceases to qualify as a family member for any reason other than lack of primary support; or
3) two years from the date of subscriber's death.

The coverage which is continued for family members will be the coverage in force at the time of the subscriber's death.

Also eligible are your legal spouse, your dependent children to the end of the calendar year of their 23rd birthdate, and your dependent unmarried children to the end of the calendar year in which they turn 25 if a full-time student and eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application and as a dependent on your spouse's application. Your dependent children may be enrolled on both applications as well. Delta Dental will coordinate benefits.

Benefits will cease on the last day of the month in which the employee is terminated.

APPENDIX F

VISION INSURANCE COVERAGE

Your VSP Vision Benefits Summary

Newark City Schools New in 2014, you automatically get an extra $20 to spend when you choose a featured frame brand like bebe®, ck Calvin Klein, Flexon®, Lacoste, Michael Kors, Nike, Nine West, and more. Visit vsp.com to find a doctor.

VSP Coverage Effective Date: 07/01/2014
VSP Doctor Network: VSP Choice

Visit **vsp.com** for more details on your vision benefit and for exclusive savings and promotions for VSP members.

Benefit	Description	Copay	Frequency
	Your Coverage with VSP Doctors and Affiliate Providers*		
WellVision Exam	• Focuses on your eyes and overall wellness	$10	Every 12 Months
Prescription Glasses		$25	See frame and lenses
Frame	• $150 allowance for a wide selection of frames • $170 allowance for featured frame brands • 20% off amount over your allowance	Included in Prescription Glasses	Every 24 Months
Lenses	• Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children	Included in Prescription Glasses	Every 12 Months
Lens Options	• Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average 20-25% off other lens options	$55 $95 - $105 $150 - $175	Every 12 Months
Contacts (instead of glasses)	• $150 allowance for contacts; copay does not apply • Contact lens exam (fitting and evaluation)	Up to $60	Every 12 Months
Extra Savings and Discounts	**Glasses and Sunglasses** • 20% off additional glasses and sunglasses, including lens options, from any VSP doctor within 12 months of your last WellVision Exam. **Laser Vision Correction** • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities		

Your Coverage with Other Providers

Visit vsp.com for details, if you plan to see a provider other than a VSP doctor.

Exam.....up to $45	Single Vision Lenses.....up to $30	Lined Trifocal Lenses.....up to $65	Contacts.....up to $105
Frame.....up to $70	Lined Bifocal Lenses.....up to $50	Progressive Lenses.....up to $50	

***Coverage with a retail chain affiliate may be different. Once your benefit is effective, visit vsp.com for details.**
Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

vsp.com 800.877.7195

APPENDIX G

VOLUNTARY EMPLOYEE ASSISTANCE POLICY

The Newark Board of Education believes it is in the best interests of the Newark City Schools, its employees and their families, to provide an Employee Assistance Program. It is recognized that a wide range of problems not directly associated with one's job function can have an effect on an employee's job performance. In some instances, the employee will overcome such personal problems independently and the effect on job performance will be negligible. In other instances, normal supervisory assistance will serve either as motivation or guidance by which such problems can be resolved so the employee's job performance will return to an acceptable level. In some cases, however, neither the efforts of the employee nor the supervisor have the desired effect of resolving the employee's problems and unsatisfactory performance persists over a period of time, either constantly or intermittently.

We believe it is in the interest of the employee and the employee's family to provide an employee service which deals with such persistent problems. The purposes of the Employee Assistance Program are to reduce problems in the workforce and to retain valued employees. Therefore, it is our policy to handle such problems within the following framework:

1. We recognize that almost any human problem can be successfully treated provided it is identified in its early stages and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse, legal problems or other concerns.

2. When an employee's job performance or attendance is unsatisfactory and the employee is unable or unwilling to correct the situation, either alone or with normal supervisory assistance, this is an indication that there may be some cause outside the realm of his/her job responsibilities which is the basis of the problem.

3. The purpose of this policy is to assure employees that if such personal problems are the cause of unsatisfactory job performance, they will receive an offer of assistance to help resolve such problems in an effective and confidential manner.

4. Employees are assured that participation in the program will not jeopardize their job security, promotional opportunities or reputation.

5. Employee's problems causing unsatisfactory job performance will be handled in a forthright manner within established personnel administrative procedures and the Master Contract.

6. All records related to participation in the Employee Assistance Program will be preserved in the highest degree of confidentiality.

7. In instances where it is necessary, sick leave may be granted for treatment on the same basis as is granted for ordinary health problems.

8. Employees who have a problem which they feel may affect work performance are encouraged to voluntarily seek counseling and information on a confidential basis by contacting the Employee Assistance Services of Licking County.

9. Employees referred through the program should secure adequate medical, rehabilitative counseling or other services as may be necessary to resolve his/her problem.

10. It will be the responsibility of the employee to comply with the referrals for assessment of his/her problem and to cooperate and follow the recommendation of the diagnostician or counseling agent. An employee's continued refusal to accept diagnosis and treatment will be handled by dealing with the job performance problem according to the Master Contract.

11. Since employee work performance can be affected by the problems of an employee's spouse or other dependents, the program is available to the families of our employees as well.

12. The responsibility to correct unsatisfactory professional/job performance or behavior resulting from an apparent personal problem rests with the staff member. When a staff member refuses to accept assessment and treatment, or if he/she fails to respond to treatment, the supervisor will handle the situation as he/she would any other problem of deteriorating professional/job performance in accordance with the Master Contract.

    Nothing in this policy shall be construed as (1) delegating to the Employee Assistance Program the management and direction of employees, (2) giving up the right of management to take disciplinary measures, or (3) altering or replacing existing administrative policies or contractual agreements.

APPENDIX H

Certificated/Licensed Personal Leave Request and Absence Form

All unit members shall be granted, upon written request, three (3) days of unrestricted personal leave, to be used for personal matters which cannot be reasonably conducted at any other time. Personal leave days shall be granted on a first-come, first-served basis, only so long as the number of teachers on personal leave for that day in the district does not exceed thirty (30), except at the discretion of the Superintendent or designee for extenuating or emergency situations.

One (1) additional day of personal leave (unrestricted) shall be available to any bargaining unit member who arranges for and pays (via salary deduction) his/her substitute or, for bargaining unit members who do not require or otherwise are permitted not to obtain a substitute, the equivalent daily rate for a substitute. Payment for the substitute shall be at the daily sub rate in effect at the time the day is taken. Each building in the District shall be supplied with a list of Board approved substitutes with home phone numbers.

All bargaining unit members holding high school supplemental contracts shall be permitted to use personal leave after May 1 for state tournaments/competitions in his/her supplemental activity.

Please note: Requests for Personal Leave must be received by the building Administrator two (2) workdays prior to the date(s) requested except in the case of an emergency. In case of an emergency, a request may be submitted less than two (2) workdays. Once the form is completed and approved, it will become your absence form. One week after the date of your personal leave, the Personnel Department will forward a copy of this form to Payroll and your personal leave day will be deducted from your balance. If you cancel your personal leave day, it is your responsibility to immediately return your copy of this form to the Personnel Department marked canceled. Both you and your supervisor must sign the form.

No personal leave day(s) shall be used on any professional day as indicated in the school calendar, except at the discretion of the Superintendent or designee.

☐ I am requesting personal leave on _____.
Date(s)

☐ I am requesting my fourth (4th) day of personal leave on _____. I understand I am responsible for arranging for my substitute. I hereby authorize the Treasurer's Office to pay deduct me for the cost of this substitute teacher.

Employee Signature	School ID Number	Today's Date
Principal's Signature	Date Received	

Action Taken

Request is Approved _____ Disapproved _____

Comments _____

_____

Date _____ Signature of Superintendent/Director of Certificated/Licensed Personnel

☐ It was necessary for me to cancel this personal leave day.

Employee's Signature_____Principal's Signature_____

Copies: (1) Employee; (2) Payroll; (3) Personnel Department; (4) Supervisor/Principal

INDEX

Academic Freedom 8
Additional Students ..... *See* Responsibility for Additional Students
After School Activities 29
Assault Leave 48
Assaults ..... *See* Physical Assaults Against Teachers
Association Leave 49
Association Rights 5
Board Meeting Agenda 6
Board Policies 41
Building Change 31
Building Use 5
Bulletin Board Use 5
Calendar ..... *See* School Calendar
Certification/Licensure 29
Change of Teaching Assignment 29
Class Size 37
Committees 39
Complaint Procedure 41
Compulsory Leave 55
Conduct ..... *See* Professional Conduct
Conference and Planning Time 28
Continuing Contracts 15
Contract of Employment - Length of Contracts 14
Contracts 14
Courier/E-Mail 5
Curriculum Revisions 35
Damage Liability 30
Days/Year 33
Delegation of Nursing Tasks 44
Dental Insurance 74
Dental Insurance Coverage 123
Disciplinary Action 42
Discipline ..... *See* Student Discipline
Discipline and Grievance Procedure 42
Dues/Fees 5
Duration and Implementation 88
E-Mail ..... *See* Courier/E-Mail
Employee Assistance Policy ..... *See* Voluntary Employee Assistance Policy
Employee Assistance Program ..... *See* Voluntary Employee Assistance Program
Employment of Retired Certified/Licensed Personnel 86
Entire Agreement 4
Equipment Use 5
Evaluation 12
Evaluation - Teacher 92
Evaluation - Supplemental Contract 12
Expense Reimbursement 73
Faculty Representative Committee 57
Grievance - Step 1 10
Grievance - Step 2 10
Grievance - Step 3 11
Grievance - Step 4 11
Grievance Form 89
Grievance Procedure 9
Grievance Procedure - Discipline 42
Grievance Process 10
Grievance Time Limits 10
Grievances - Evaluations 12
Health Insurance 74
Health Insurance Coverage 117

Home Instruction Rate 69
Hospitalization/Surgical/Major Medical Insurance 74
Initial Employment - Defined 14
Inservice/Professional Development Joint Planning 83
Insurance 74
Involuntary Transfers 26
Job Sharing 76
Jury Duty 55
Lay Off and Recall 21
Leaves of Absence, Unpaid 53
Length of Day 34
Life Insurance 74
Longevity Stipend 59
LPDC ..... *See* Professional Development
Lunch Period 29
Lunch Times 35
Management Rights 7
Master Contract Copies 41
Mileage Reimbursement 73
Movement on the Salary Schedule 59
Necessary Storage 31
Negotiations 2
No Administrator in building 31
Non-renewal 43
Non-renewal - Compliance with Law 12
Non-Renewal of a Contract 43
Non-Text book Classes 31
Nursing Tasks ..... *See* Delegation of Nursing Tasks
Observation Record Sheet 102
Observation Report - Counselor 111
Observation Report - Nurse 114
Observation Report - Teacher 110
Parent/Teacher Conferences 35
Part-Time 59
Part-Time Unit Members 76
Pay Periods 65
Personal Leave 51
Personal Leave Request and Absence Form 128
Personnel Files 13
Personnel Files - Rebuttal of Contents 13
Physical Assaults Against Teachers 44
Planning Conference and Evaluation Form 103
Planning Time ..... *See* Conference and Planning Time
Posting 25
Pre-Observation Conference Form 101
Probationary Status 14
Professional Conduct 42
Professional Development 78
Professional Leave 56
Program Change 31
Protection ..... *See* Unit Member Protection
Recognition 1
Reduction in Force 19
Reimbursement ..... *See* Expense Reimbursement
Reprisals 6
Resident Educator Program 81
Resident Educator - Salary Placement 82
Responsibility for Additional Students 28
Retired Certified/Licensed Personnel ..... *See* Employment of Retired Certified/Licensed Personnel
Sabbatical Leave 52
Safe and Healthful Working Conditions 30
Salary Deduct Days 58

Salary Index 61
Salary Schedule 2024-2025 62
Salary Schedule 2025-2026 63
Salary Schedule 2026-2027 64
Salary Schedule and Index 59
Salary Schedule Placement 59
School Calendar 36
Seniority 19
Severance Pay 70
Sick Leave 50
Sick Leave Bank 24
Smoking on School Premises 85
State Exam Schedule 31
Storage ..... *See* Necessary Storage
Student Discipline 40
Student Placement Decisions 30
Student Teachers ..... *See* Supervision of Student Teachers
Subpoena 55
Supervision of Student Teachers 45
Supplemental Contract Salary Schedule 66
Supplemental Pay Schedule 68
Supplemental Wages Tax Deduction 69
Teacher Development and Evaluation 98
Teacher Evaluation (OTES) 92
Teaching Conditions 28
Termination 43
Termination of a Contract 43
Threatening Behavior Toward Staff 43
Transfers ..... *See* Vacancies and Transfers
Tuition Free Students 87
Tuition Reimbursement 72
Tutors 69
Unit Member Protection 40
Unit Member Year and Day 33
Unpaid Leaves of Absence ..... *See* Leaves of Absence, Unpaid
Vacancies and Transfers 25
Vision Insurance Coverage 125
Voluntary Employee Assistance Policy 126
Voluntary Employee Assistance Program 84
Voluntary Transfers 26
Year ..... *See* Unit Member Year and Day