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NEGOTIATED AGREEMENT

between the

NORTON CITY SCHOOL DISTRICT BOARD OF EDUCATION

and the

NORTON CLASSROOM TEACHERS ASSOCIATION

July 1, 2024 - June 30, 2027

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ARTICLE I – RECOGNITION STATEMENT

1.01 RECOGNITION

The Norton Board of Education, hereinafter called the "employer" or "Board," hereby recognizes the Norton Classroom Teachers Association, an OEA/NEA affiliate, hereinafter called the "Association," as the sole and exclusive representative for the purpose of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.

1.02 BARGAINING UNIT DEFINED

A. The bargaining unit shall include all regular full-time and/or part-time licensed employees excluding management level employees, supervisory employees, confidential employees, casual substitutes, and employees in any other bargaining unit. In addition, the bargaining unit shall include small group/individual instructors whose benefits and rights to use this Contract are limited as a result of this position being paid on a salaried, as needed, basis. The rights are set forth in Section 6.11, Small Group/Individual Instructors.

B. Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s), teacher(s), or employee(s).

1.03 EMPLOYEE RIGHTS

All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified.

ARTICLE II – NEGOTIATING PROCEDURE

2.01 INITIATING NEGOTIATIONS

A. If either of the parties desires to negotiate, it shall notify the other party in writing not more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration of the Contract. Upon receipt of a written request for the opening of negotiations, the Board or the Association shall issue a Notice to Negotiate to the State Employment Relations Board (SERB) and the other party in accordance with the Ohio Revised Code (ORC) 4117.

B. Within fifteen (15) working days of transmittal of said letter, the parties shall hold their first negotiation session. The first negotiation session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary, e.g., no further items may be added to the agenda unless mutually agreed to.

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2.02 SCOPE OF BARGAINING

The scope of negotiations shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of existing provisions of the Master Agreement and any other items mutually agreed upon.

2.03 GROUND RULES

A. The following ground rules shall be in effect unless modifications are agreed upon by both parties.

1. At any negotiation session, either party may be represented by no more than five (5) representatives, two (2) observers, and up to two (2) consultants.

2. Before each negotiation session adjourns, the time and place for the next session shall be mutually agreed upon by the chief negotiators. Meetings shall be in executive session.

3. Prior to and during negotiations, the parties agree to furnish, upon written request and in a reasonable time, available information as will assist the parties in the development and evaluation of proposals.

4. Either team may call a caucus at any time. Such caucuses shall be of a reasonable length.

5. As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No item so initialed shall be considered final until agreement has been reached on the entire package.

6. The negotiating team and administration will bargain during the workday for the first four (4) bargaining sessions. After the first four (4) sessions, meetings will be scheduled by mutual agreement of the parties, and all participants will be released from normal duties to attend these bargaining sessions.

2.04 DISPUTE RESOLUTION PROCEDURE

A. Sixty (60) days or more after the first meeting, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations.

B. This dispute resolution procedure is mutually agreed to by the parties under Ohio Revised Code §4117.14(C)(1)(f) and is intended to supersede the procedures contained in the Ohio Revised Code §4117.14.

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2.05 AGREEMENT

When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the agreement shall be submitted to the Board for adoption. Upon adoption by the Board, the agreement shall be signed by both parties.

ARTICLE III – GRIEVANCE PROCEDURE

3.01 PURPOSE

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

3.02 DEFINITIONS

A. "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language in this Contract.

B. "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit.

C. "Grievant" shall mean the Association or employee(s) initiating a grievance.

D. "Appropriate supervisor," for purposes of the grievance procedure, shall mean the lowest level Administrator having the authority to resolve the grievance.

E. "Days" shall mean actual workdays.

3.03 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

A. The grievant has the right to Association representation at all meetings and hearings involving the grievance.

B. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.

C. Grievance forms shall be exhibited in the Appendix of this Contract, and it shall be the exclusive right of the Association to issue forms to grievants.

D. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

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E. The Association shall receive copies of all communications in the processing of grievances.

3.04 TIME LIMITS

A. The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.

B. A grievance shall be initiated within twenty (20) days after the grievant knew, or should have known, of the event or condition upon which the grievance is based. Failure to comply with this timeline constitutes waiver of the grievance, and it shall be deemed not to exist.

C. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed.

D. Failure of the employer to comply with the timelines shall result in the grievance being automatically advanced to the next step.

3.05 GRIEVANCE PROCEDURE

A. INFORMAL STEP

In accordance with Section 3.04(B) above, the employee and/or the Association representative shall discuss the grievance with the employee's immediate supervisor; there shall be an attempt to resolve the grievance informally.

If the grievance is not resolved during the informal step, the employee or Association may, within ten (10) days of the informal step discussion, file a written grievance with the appropriate Administrator.

B. STEP ONE

The appropriate Administrator shall arrange and hold a hearing within five (5) days of receipt of the grievance. The Association, grievant, and employer may present evidence to sustain their positions.

Within five (5) days of the conclusion of the hearing, the appropriate Administrator shall forward his/her written response to the Association and grievant.

If the Association and grievant are not satisfied with the appropriate Administrator's response, the employee or Association may within five (5) days file a written request to proceed to Step Two.

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C. STEP TWO

Within five (5) days of the receipt of the form, the Superintendent or his/her designee shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One.

Within five (5) days after the hearing, the Superintendent or his/her designee shall provide a written response to the Association and grievant.

If the Association and grievant are not satisfied with the response from the Superintendent or his/her designee, the employee or Association may within five (5) days file a written request to proceed to Step Three.

D. STEP THREE

Within five (5) days after receiving the appeal, the Board will schedule a hearing for the appeal of the grievance, which hearing will not be later than the next regularly-scheduled Board meeting or twenty (20) days from receipt of the appeal, whichever occurs earlier.

The Board will render its decision no later than five (5) days following the hearing of the appeal and shall forward it to the Association and the grievant.

If the Association and the grievant are not satisfied with the response from the Board, the Association may within ten (10) days file a written request to proceed to Step Four.

E. STEP FOUR

The Association shall make its final decision and shall notify the employer if it intends to proceed to arbitration.

3.06 SELECTION OF THE ARBITRATOR

The arbitrator shall be selected from a list supplied by the American Arbitration Association, using the Voluntary Rules. Either or both parties may request a second list of arbitrators. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

3.07 AUTHORITY OF THE ARBITRATOR

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract; nor add to, subtract from, or modify the language therein arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or

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declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be binding on the employer, the grievant, and the Association.

3.08 COSTS OF ARBITRATION

The arbitrator's fees and expenses and the cost of any hearing room shall be borne by the losing party in the arbitration. As part of the award, the arbitrator shall designate either the Association or the Board as the losing party. The arbitrator shall have no power to split the award of fees and expenses.

3.09 MISCELLANEOUS

A. All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The employer shall provide the Association with copies of all communications.

B. Proof of receipt by the employer shall be construed to be the delivery date to the appropriate Administrator's office.

C. Proof of receipt by the Association shall be construed to be the delivery date to the designated office of the Association.

D. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

The grievant(s), their representative(s), and witnesses if necessary shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

E. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

F. A grievance may be withdrawn by the Association at any time without prejudice. Once withdrawn, the specific grievance cannot be continued.

G. No records, documents, or communications concerning a grievance will be placed in the personnel file of any of the participants.

H. Every effort shall be made by the parties to this Agreement to preserve the confidentiality of all records, documents, and information pertaining to alleged grievances. Said records, documents, and information will only be shared with the Board, appropriate administrators, and members of the bargaining unit on a "need-to-know" basis, subject, however, to the Public Records Law.

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ARTICLE IV – ASSOCIATION RIGHTS

4.01 BULLETIN BOARDS

The Association shall be permitted to have bulletin board space in each building for Association materials, using existing bulletin board space away from student areas.

4.02 INFORMATION

A. The Board shall give the following materials to the Association President on request at the earliest date:

1. Annual Training and Experience Grids.

2. Address and names of all teachers new to the system.

   This is to be done by September 20th.

3. The President of the Association will be permitted to pick up a copy of the agenda or have one mailed, at the same time as Board members.

4. All financial documents presented during any public session of the Board of Education meeting which are given to Board members and persons present at the public session.

5. Such other Board documents as are pertinent to the operation of the NCTA.

4.03 FAIR SHARE FEE

The parties agree that should fair share fee be found to be constitutional in the future, the language in the 2018-2019 Negotiated Agreement in this section shall be restored in its entirety.

4.04 USE OF BUILDINGS

Association representatives shall have the same right to use school buildings to conduct meetings as any other group provided that such use does not interfere with or interrupt normal instructional programs of the school district.

4.05 ASSOCIATION BUSINESS

Association representatives shall be permitted to transact official business on school property provided that it shall not interfere with or interrupt normal instructional programs of the school district. All Association representatives on entering school

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property during the regular work day shall check in at the building's office. The Association has the right to represent a bargaining unit member on any employment issues.

4.06 USE OF EQUIPMENT

Association representatives while on school property shall have the right to use school equipment normally used by members of the bargaining unit in the course of their employment provided that such use does not interfere with or interrupt normal instructional programs of the school district. Other school equipment may be used with the approval of the Administrator responsible for such equipment. The cost of any school supplies used by the Association and incurred service fees shall be reimbursed to the Board.

4.07 SCHOOL MAIL

Association representatives shall have the right to use the school district's mailboxes in transmitting materials; however, the elected official of the Association shall be responsible for all their materials as to quantity and content.

4.08 ANNOUNCEMENTS

At the conclusion of building staff meetings and district-wide staff meetings, Association representatives may make announcements pertaining to Association business. Upon the request of the Association President to the Superintendent, the Association President or his/her designee shall be given the right to address the staff at the first district staff meeting of each school year. Association business shall be limited to fifteen (15) minutes unless otherwise agreed to.

4.09 MEETINGS

When and if the Board or its representatives and the Association or its representatives agree to confer with one another during working hours, those Association representatives who are employees of the Board who are required to attend such meetings/hearings shall suffer no loss of pay or other emoluments of employment as provided by law and this Contract. "To confer" means, but is not limited to, the following: to attend meetings required under provisions of this Contract, to attend negotiation sessions, and to attend grievance meetings/hearings. If a third party is involved and calls for a meeting/hearing during working hours, the Association representatives/witnesses who are employees of the Board who are required to attend such meetings/hearings shall suffer no loss of pay or other emoluments as provided by law and this Contract.

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4.10 PROFESSIONAL DAYS

A total of ten (10) release days will be granted the Association to use for meetings of a professional association nature. Additional days may be granted at the discretion of the Superintendent or his/her designee.

4.11 ASSOCIATION PRESIDENT

The Association President shall receive six (6) days per year for Association business.

4.12 EXCLUSIVE ORGANIZATIONAL RIGHTS

A. The Association shall have up to one (1) hour access to all new employee orientation meetings with exclusive time to discuss Union issues and membership. Additional time may be granted by mutual agreement of the Superintendent and Union President.

B. The Association shall be given reasonable prior notice of all employee and/or orientation meetings.

4.13 ASSOCIATION DUES

A. The Board will deduct, beginning on the first pay in October, from the pay of each bargaining unit employee who in writing so authorizes it to do so, the required amount of fees for the payment of Association Annual Unified dues in fifteen (15) equal semi-monthly payments. Corresponding deductions shall be made beginning on the first pay in February for those teachers who join the Association in mid-year. Deductions shall be made with no cost to the employee or the Association. The Board shall not stop payroll deduction of the Annual Unified dues without the consent of the Association.

B. All monies from Association memberships shall be remitted to the Association's Treasurer within a reasonable time of deduction is made and each transmittal shall include the name of each employee for whom the deduction was made and the amount each employee paid.

C. The membership year of the Association is from September 1 to August 31 and is a continuous membership unless dropped according to the negotiated procedure. The Board agrees to honor continuous dues deduction authorizations executed in accord with this Article. Such authorizations may be revoked only in writing, with such revocation received by the Association President and District Treasurer between August 1 and August 31. The President shall then notify the Office of the Treasurer during the period of September 1 through September 15 each year.

D. If the bargaining unit member leaves the employ or takes an unpaid leave of absence prior to complete payment of the dues owed for that year, the remainder

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owed shall be deducted from the final paycheck of the member. It shall be the responsibility of the Association to collect the remainder after the final deduction, if the paycheck is insufficient to pay the dues owed. This provision shall not apply if appointment is ended due to the death of the bargaining unit member.

ARTICLE V – INDIVIDUAL RIGHTS

5.01 REPRESENTATION RIGHTS

A teacher shall have the right to be represented by the Association at any meeting with an Administrator having to do with a written reprimand, disciplinary action, or evaluation if a loss of employment may result.

5.02 CONTRACTUAL STATUS

The contract status of the teachers in the Norton City Schools shall be as follows:

A. LIMITED CONTRACTS

1. Term of Limited Contracts

When employed, teachers eligible for limited contracts shall receive:

a. One-year or multi-year limited contracts during the first three (3) years of employment; and thereafter

b. Be eligible for contracts of from one (1) to five (5) years duration.

c. The Board may issue a one (1)-year contract to a teacher eligible for a multi-year contract. Written reasons and suggestions for improvement shall be given to the teacher upon written request to the evaluator three (3) working days before the Board of Education takes action. The written reasons and suggestions will be part of the evaluation in addition to the E1 and E2 evaluation forms and can be grieved for procedure processes only.

d. A teacher who becomes eligible for a continuing contract during the term of a multi-year contract may be considered for a continuing contract.

2. Extended Limited Contract

The Superintendent may recommend reemployment of the teacher under an extended limited contract pursuant to O.R.C. §3319.11.

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3. Nonrenewal of Limited Contracts

Nonrenewal of limited contracts shall be conducted in accordance with Section 3319.11 of the Ohio Revised Code, except the "evaluation procedures" referred to by the Code shall instead be the evaluation procedures set forth in Section 5.06 of this Agreement which shall fully supersede and replace those set forth in Section 3319.11 of the Ohio Revised Code.

No evaluation procedure shall be required for any supplemental contract, including extended service. Supplemental contracts, including extended service, shall expire automatically at the end of the Contract year and shall require an affirmative action by the Board to be renewed.

a. Nonrenewal of Limited Teaching Contracts for Probationary Employees Who Have Been Employed for Two (2) Years or Less and Who Began Work with the Board on or After July 1, 2011.

1.) On or before March 15th, limited contract teachers who have been employed for two (2) or fewer years, and who were employed by the Board on or after July 1, 2011, shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.

2.) This nonrenewal procedure for teachers who have been employed for two (2) or fewer years supersedes all provisions of O.R.C. 3319.11 and O.R.C. 3319.111, and such teacher shall have no right to challenge said nonrenewal pursuant to O.R.C. 3319.11 or 3319.111.

B. CONTINUING CONTRACTS

The granting of continuing contracts will be in accordance with Ohio Law, including O.R.C. §3319.08 and O.R.C. 3319.11.

Any teacher who anticipates qualifying for a continuing contract in Norton City Schools must file a written notice on or before September 20th with the Superintendent stating the possibility of their being eligible for tenure the following school year. Failure to issue such notification by September 20th will defer the continuing contract decision until the following year.

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C. EMPLOYMENT OF RETIREES

If a bargaining unit member has a desire to retire and be rehired by the District (hereinafter referred to as a "rehired-retiree"), such employees may be employed by the Board under terms and conditions which differ from those already established in the agreement for teachers that have not obtained retired from STRS. A retired teacher must have attained service retirement through STRS to be considered for rehire status as a rehired-retiree. All provisions of the Agreement shall apply to the rehired-retirees except those outlined below:

Rehired-retirees will be compensated at Step 0 of the salary schedule in the Agreement for the entirety of their employment as a rehired-retiree. If the rehired-retirees' education puts them at a Bachelor +, they will be placed in the Bachelor Step 0 column; likewise, if their education puts them at a Masters +, they will be placed in the Masters Step 0 column.

1. Rehired-retirees shall be ineligible for a continuing contract. Each retiree shall be given no more than a one-year limited contract which will automatically non-renew without the need for further action by the Board or any notice to the rehired-retiree. At no point in time is a rehired-retiree eligible for a multi-year contract. The Superintendent shall give the rehired-retiree notice of any intent to recommend the rehired-retiree's renewal on or before May 15. The Board shall act on a recommendation to renew and provide notice to the rehired-retiree of the same on or before June 1.

2. Rehired-retirees will continue on their previous OTES cycle, as it is stated in Article V, Section 5.05 of the Agreement; however, failure to timely observe or evaluate a rehired-retiree shall not form the basis for automatic renewal of the rehired-retiree's contract.

3. Rehired-retirees will commence re-employment with the Board with 0 sick days in their bank, but are able to begin earning sick days at the rate of one and one-fourth (1 ¼) days per month as set forth in Article IX of the Agreement. Any accumulated sick leave will not be paid in severance at the end of the re-employed retiree's employment with the Board. Rather, a re-employed retiree is only allowed one severance payout by the Board which will occur at the time of the person's STRS retirement prior to starting as a rehired-retiree.

4. A rehired-retiree will be placed at the bottom of the seniority list for the entirety of their re-employment. In the event of a reduction in force ("RIF"), and at the discretion of the Superintendent, a rehired-retiree's contract of employment will be the first teaching contract subject to suspension as part of a RIF regardless of license classification. A rehired-retiree shall not retain any seniority rights afforded under the Agreement.

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5. Rehired-retirees may continue in the same teaching position they held prior to retirement from the Board, unless a need arises in their licensure area as determined by the Superintendent.

6. A rehired-retiree is eligible for a supplemental contract only at the discretion of the Board, and it is the intent of the Parties that this provision will supersede Article VII, Section 7.01 and Article XI, Section 11.06 of the Agreement, and R.C. 3313.53.

7. The Board may rehire a retiree into a previously held teaching position without needing to first post the position as set forth under Article VII, Section 7.01, of the Agreement.

8. To be eligible for retire-rehire, the teacher must have a retirement date that occurs between the last scheduled teacher work day and July 10th of the current calendar year.

9. Insurance will be offered to rehired-retirees with the following terms:

   a. For family coverage: employees will pay 20% of the current premium for medical, dental, and vision coverage;

   b. For individual coverage: employees will pay 20% of the current premium for medical, dental, and vision coverage.

10. Transfer language, Article VII, Section 7.02 and 7.03, of the Agreement will not apply to rehired-retirees.

11. It is the express intent of the Parties that the provisions of this Agreement shall prevail over any conflicting language set forth in R.C. 3319.08, 3319.11, 3319.111, 3319.112, and 3319.16.

5.03 TERMINATION

When the employer effects the termination of an employee's contract, said termination shall be in keeping with the provisions of ORC 3319.16.

5.04 PERSONNEL FILES

A. OFFICIAL FILE

The personnel file for each teacher shall be maintained by the Board. This shall be considered the only official file, and shall be confidential except as provided by law.

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B. CONTENTS

Copies of items included in the personnel file shall be dated and signed by the Administrator placing said information in the file. A copy of said item shall be sent to the teacher. Teachers shall sign any evaluation or any negative materials included in the files. Said signature shall indicate only that the teacher has seen the material. Any refusal to sign such material shall be noted on the document, signed by the Association President (to signify the teacher has refused to sign) and the document may then be included in the file. The teacher may write a rebuttal for attachment to any negative materials. Any nonsigned materials may not be used for discipline or discharge of the teacher. Letters of reference and recommendation shall be removed from the personnel file after three (3) years of service upon the written request of the employee.

C. ACCESS

1. Upon arranging a conference with the Superintendent or his/her designee, a teacher has a right to review all items in his/her file except those items pertaining to conditions of initial employment and letters of reference and recommendation.

2. A representative of a certificated staff member shall be given access to the file of said staff member upon presentation of written authorization from the staff member.

3. Members of the Administration authorized to use the personnel files shall be limited to those administrators who have responsibilities directly related to the members of the staff concerned.

4. No access to a teacher's personnel file pursuant to a public records request will be given until at least three (3) business days after the teacher has been notified of such request, unless an earlier access is required by judicial order.

5. No anonymous letter, report, or communication shall be included in the employee's personnel file.

6. A member will be entitled to have a representative of the Association accompany him/her during a review of the personnel file after working hours.

D. REMOVAL OF MATERIALS

Information in the personnel file may be removed upon the mutual agreement of the certificated staff member and the Administrator making the entry, or the Superintendent of his/her designee.

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5.05 TEACHER EVALUATION

Note: If a teacher submits a resignation for the purpose of retirement on or before December 1 for a retirement at the end of the school year, the teacher will be exempt from OTES evaluation for that year.

The evaluation procedure may be grieved for procedural processes only.

A. GENERAL PROVISIONS

1. The primary purpose of evaluation of teachers shall be to promote professional growth and improved instruction, and therefore to provide a more effective learning opportunity for students.

2. The objectives of evaluation are:

   a. To identify outstanding job performance and reinforce areas of strength.

   b. To identify any areas which need strengthening in the teacher's assigned area of responsibility.

   c. To assess the performance of teachers for the purpose of recommending contract and employment status.

3. Evaluations must be completed by the principal or assistant principal of the building to which the teacher is primarily assigned, or by the employee's immediate supervisor. Only Administrators employed by the District holding Administrative licenses and OTES credentials may evaluate teachers. A teacher whose most recent rating was Accomplished may choose a qualified District Administrator for summative evaluation.

4. It is recommended that building principals not wait until formal in-class observation has been conducted if it is felt that a teacher has weaknesses that should be eradicated immediately. Such weaknesses should be pointed out immediately and orally.

B. EVALUATION PROCEDURES

1. A teacher shall be evaluated on criteria set forth in the Evaluation Instrument, Appendix D-5 of this Contract, which will be the new OTES 2.0 Rubric.

2. Observations shall not occur the day before or after the Thanksgiving, spring, or winter breaks.

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3. Peer, student, and parent surveys or evaluations cannot be used to gain evidence in this evaluation process.

4. No evidence shall be collected by electronic monitoring or recording (audio or video) devices unless mutually agreed upon.

C. EVALUATION SCHEDULE

1. All District teachers shall complete the Professional Growth Plan.

2. A teacher rated Accomplished on his/her last summative evaluation shall be formally evaluated every three (3) years. A teacher rated Skilled on his/her last summative evaluation shall be formally evaluated every two (2) years.

3. During a full observation/evaluation year, teachers shall be formally evaluated through two (2) formal observations, as well as informal observations and/or walkthroughs.

D. FORMAL EVALUATION/OBSERVATION SCHEDULE

1. Pre-observation conferences will be held face-to-face unless mutually agreed upon. The pre-observation conference may be waived by mutual agreement of the parties.

2. Teachers shall be observed twice during the school year. The first observation (holistic) shall occur no later than January 15; the second observation (focused) shall occur no later than May 1. Unless mutually agreed by the administrator and the teacher, observations shall occur from one (1) to five (5) days after the pre-observation conference.

   a. District teachers rated Accomplished shall complete a self-directed Professional Growth Plan by the end of the first grading period. District teachers rated Skilled shall complete a collaborative Professional Growth Plan with the building administrator upon completiom of their first holistic observation.

   b. At least two (2) classroom walkthrough observations shall occur in addition to the holistic and focused observations.

3. A teacher who is under consideration for nonrenewal and with whom the Board has entered into a limited contract or extended limited contract pursuant to Section 3319.11 of the Revised Code must be formally observed at least three (3) times using the procedures, timelines, and deadlines set forth in this Article.

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4. Each observation shall consist of a minimum of thirty (30) minutes of classroom visitation.

5. A post-observation conference shall occur within ten (10) workdays of the formal observation. The following procedure shall be followed at the post-observation conference:

   a. Teachers may bring additional evidence that supports the lesson observed to share with the evaluator. The evaluator shall consider additional evidence of student learning or evidence to support the teacher's performance.

   b. Written evaluations will be signed by the teacher to acknowledge completion of the process and shall not be construed as the teacher's agreement with the evaluation. If the teacher refuses to sign the evaluation, it shall be noted by the evaluator and teacher.

E. NON-EVALUATION YEAR SCHEDULE

1. During a non-evaluation year, teachers earning Accomplished shall complete a self-directed Professional Growth Plan upon completion of the first grading period.

2. During a non-evaluation year, teachers earning Skilled shall complee a jointly developed Professional Growth Plan in collaboration with a building administrator, upon completion of the first grading period.

3. Three (3) conferences with discussions of progress on the Professional Growth Plan shall occur.

   a. An initial conference shall occur near the beginning of the school year.
   b. A second conference shall occur at or near the end of semester one or beginning of semester two.
   c. A final conference should occur during the summative evaluation meeting.

4. During a non-evaluation, off year, teachers will be observed for a minimum of thirty (30) minutes of classroom visitation one time per year.

5. Post-observation conferences will be held face-to-face.

6. Pre-observation forms are not required but may be utilized by the classroom teacher at his or her discretion.

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F. SUMMATIVE EVALUATION

In order to calculate the final summative rating of a teacher, the current ODE process brought forth through the OTES system shall be used to assign a rating of:

Ineffective
Developing
Skilled
Accomplished

G. EVALUATION FORMS

The evaluator will utilize the approved forms.

Appendix D1 – Self-Assessment Summary Tool
Appendix D2 – Professional Growth
Appendix D3 – Improvement Plan
Appendix D4 – Final Summative Rating of Teacher Effectiveness
Appendix D5 – Teacher Performance Evalatuion Rubric

H. COMPLETION OF SUMMATIVE EVALUATION

1. A copy of the final evaluation report that includes teacher performance rating shall be given to the teacher at the final post-observation conference and must be completed no later than May 10th.

2. A teacher shall be entitled to Association representation at any conference held during the evaluation process.

I. IMPROVEMENT PLAN SPECIFICS

1. Improvement plans will be prepared after a teacher has received a summative evaluation rating of "Ineffective."

2. The improvement plan shall include specific recommendations regarding improvements needed and the means by which the teacher may obtain assistance in making such improvements.

3. The Board agrees to pay for costs of remediation activities prescribed in the improvement plan.

4. After a teacher has been given an improvement plan, the Board will provide a reasonable amount of time for the teacher to make improvements.

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J. NORTON EVALUATION COMMITTEE/OTES COMMITTEE

1. The Committee shall consist of:

   a. Early Childhood – two (2) teachers, one of whom is a representative of Pre-Kindergarten and one of whom is a representative of Kindergarten.

   b. Elementary – three (3) teachers

   c. Middle School – three (3) teachers

   d. High School – three (3) teachers

   e. Two (2) Administrators

2. One (1) person from each school shall act as chairperson for the purpose of providing building support regarding the evaluation process.

3. OTES Committee members shall be selected by mutual agreement of the Superintendent and Association President.

4. Each teacher committee member shall receive a stipend of Five Hundred Dollars ($500.00).

5. All recommendations for changes in the evaluation system made by the Norton Evaluation Committee shall be submitted to the Association and the Board for approval.

5.06 PART-TIME TEACHERS

A. No full-time teacher shall be forced to take a part-time teaching position. A full-time teacher interested in going to a part-time teaching position shall initiate his/her request with his/her principal. The Administration is not obligated to honor any request for part-time status.

B. No full-time teacher shall be coerced into accepting a part-time teaching position.

C. While it is generally not the policy of the Board to have part-time teaching staff except where there is insufficient enrollment in a grade level or course of study for the school district to determine that a full-time teacher should be employed, the school district may consider individual requests to be placed in a part-time position.

D. For purposes of a reduction in force (RIF), limited contract teachers who are "part-time" shall have less seniority than all full-time teachers.

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E. Part-time teachers who do not work a full day shall be compensated according to the portion of the day worked. Thus, a high school or middle school teacher shall be compensated a percentage of the appropriate salary on the salary schedule based upon a fraction, the numerator of which shall be the number of periods assigned and the denominator of which shall be the total periods in the day. Elementary teachers' compensation shall be based upon a fraction, the numerator of which shall be the number of minutes assigned and the denominator of which shall be the total number of minutes in the student day. Part-time teachers working less than a full week shall have their compensation determined by a fraction, the numerator of which shall be the number of days (and hours, if appropriate) scheduled during the week and the denominator of which shall be five (5).

F. In the Middle School and High School, any part-time classroom teacher who teaches three (3) periods or more in a day shall receive one (1) paid planning period per day.

G. While it may not always be possible, when part-time classroom teachers are employed in the Middle School and High School, an effort will be made to schedule them so they do not have their schedule broken by having classes both before and after the lunch period.

H. In Middle School and High School, any classroom teacher who teaches less than five (5) periods per day for the entire week shall be considered part time.

ARTICLE VI – WORKING CONDITIONS

6.01 SCHOOL YEAR

A. The calendar to be developed shall take into consideration the views of the professional staff. It is recognized that these views may be presented by, among others, a committee of Association members; and that this committee, in making its recommendations, may obtain the views of its members by a vote.

B. The school calendar will include one hundred eighty-four (184) days as follows:

1. Total School Year for Students.....not to exceed 179 5-12
.....not to exceed 178 K-4

2. Additional Teacher Days shall be Determined from the Following List:

a. Parent-Teacher Conferences.

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- The scheduled time for parent conference days shall be established on a building-by-building level as determined by a leadership team and Principals.

b. Records Days –

- First semester Records Day includes committed time for grading, record keeping and completing report cards, and it will-occur on site.

- Second semester Records Day includes committed time for grading, record keeping, and completing report cards. Second semester Records Day is required on site and may include meetings or gatherings up to one hour.

c. In-service Meetings - Planning for these days will be done with input from the NCTA.

d. Convocation Day.

e. School Preparatory Workdays will be a minimum of two (2) days prior to the students first day of school.

f. Open House – The District will collaborate annually with building administration and leadership teams in determining dates, times and procedures for Open House.

3. Professional Development Days

The administration has the right to schedule up to twenty (20) hours of professional development outside of the regular school year to be paid at the District work rate.

4. NEOEA is a nonscheduled non-paid day.

5. A teacher with a conflict with the timing of conferences shall receive prior approval from the Administration, shall reschedule the conferences, and shall report, via email or physical document, the new schedule to the Administration.

6.02 SCHOOL DAY/SCHOOL YEAR

A. Pre-School

1. Pre-School will follow the State of Ohio Operating Standards.

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2. Pre-School teachers shall receive planning time minutes completed per week. The current model has two (2) half-day (3 hours each) sessions and some Fridays with planning not always within the school day (i.e., minutes may be given in larger amounts on Fridays and may vary weekly, but will be met by the end of the week.)

B. K-4

1. The length of the school day for members of the bargaining unit shall be no longer than seven (7) hours and fifteen (15) minutes in Grades K-4. This shall include a duty-free, uninterrupted lunch period of at least thirty (30) minutes.

2. Meetings

The meeting times will be designated as time for:

Staff development
Grade level/vertical level meetings
IEP meetings
RTI meetings
ETR meetings
504 Meetings
Building or District level meetings
Data analysis

3. Except in emergency situations, no meetings will be held the five (5) days prior to grades being due.

4. No elementary teacher will be asked to attend more than sixty (60) meetings for the school year.

5. There shall be a minimum of five (5) minutes between specials classes at the elementary schools to allot for moving students from one location to another. This time allotment is not an addition to the teacher's allotted plan time. Special schedules will indicate a begin time and an end time for classroom teachers' specials.

6. When a teacher is required to do a duty that conflicts with a meeting, that duty will be counted as a meeting.

C. 5-12

The length of the school day except in the case of emergencies shall be no greater than seven (7) hours and thirty (30) minutes in Grades 5-12, this shall include a thirty (30) minute duty free lunch. Teachers shall be on duty fifteen (15) minutes

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prior to the start of the student day and fifteen (15) minutes at the end of the student day.

D. A teacher shall not be required to substitute for another who is absent, except where a clear personal emergency necessitates a teacher leaving a class. Such substitution shall only be for as long as it takes to get a regular substitute.

E. Speech Language Pathologist/School Psychologist

1. The Director of Student Services will be notified in writing if caseloads exceed limits of state requirements.

2. Speech Language Pathologists and School Psychologists will be evaluated by the same procedures as outlined in Article 5.05 Teacher Evaluations. When the Article refers to OTES, the appropriate rubric will be used in its place.

a. SLP Evaluation Rubric: See Appendix
b. School Psychologist Evaluation Rubric: See Appendix

6.03 PREPARATION TIME/CLASS SCHEDULE/DUTIES

A. All K-4 teachers shall have at least one (1) planning period per day of at least thirty-five (35) minutes in the student day and a minimum of one hundred ninety-five (195) minutes per week during the student day. Breakfast will not be eaten in the classroom.

B. The teaching assignment for middle school teachers (5-8) shall include:

1. One (1) thirty (30) minute duty-free lunch.

2. Teachers will teach three six (6) equal periods, some of which may occur consecutively when deemed beneficial for the student. Additional time during the day to be divided as follows:

a. Individual Planning; and

b. Team planning and/or team responsibilities as assigned by the Principal.

3. The Board shall have the right to end the team planning format at the discretion of the Board with thirty (30) days advance written notice to the union president.

4. In the event that teaming is discontinued in Grades 5-8, the teaching assignment for Middle School teachers shall include:

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a. One (1) thirty (30) minute duty-free lunch.

b. One (1) preparation period during the student day.

c. Teachers shall be assigned a duty period or a 6th period class. The primary consideration for teacher assignments will be in the best interest of students and the District. An effort will be made to avoid assigning a teacher a 6th academic period in consecutive school years. All reasonable effort will be made to limit additional preparations for staff members assigned to teach a 6th period within the existing eight (8) period day.

d. No teacher shall have lunch duty.

C. The teaching assignment for secondary teachers (9-12) shall include:

1. One (1) thirty (30) minute duty-free lunch.

2. One (1) preparation period during the student day.

3. Teachers shall be assigned either a duty period or a 6th period class. The primary consideration for teacher assignments will be in the best interest of students and the District. An effort will be made to avoid assigning a teacher a 6th academic period in consecutive school years. All reasonable effort will be made to limit additional preparations for staff members assigned to teach a 6th period within the existing eight (8) period day.

4. No teacher shall have lunch duty.

6.04 FACULTY COUNCIL

Upon formal request from the Association President to the Superintendent, a council will be established to review and discuss teacher assignments and class loads. A council shall be comprised of the Association President, one (1) Association representative, a central office administrator, and one (1) representative appointed by the Administration.

6.05 PROFESSIONAL MEETINGS

A. APPROPRIATIONS

1. A Fourteen Thousand Dollar ($14,000) annual appropriation [Seven Thousand Dollars ($7,000) per semester] shall be made to cover expenses for attendance to professional meetings relating to faculty professional growth. Expenses paid to teachers accompanying students shall not be funded under this Article.

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2. Appropriation need not be made under this section if it might lead to a reduction in force under Section 8.02, A.4.

B. APPLICATION

1. Requests for permission to attend professional meetings must be submitted to the Superintendent or his/her designee in writing at least two (2) weeks prior to the scheduled dates of the meeting for which attendance is being requested.

2. All expenses must be estimated on the application. Actual costs must be reasonably close to the teacher's estimate.

3. Teachers who have not attended a conference will be given priority so as to achieve a maximum percentage of faculty exposure to professional conferences. Questions regarding who has or has not attended will be resolved by the curriculum chairperson. Records of attendance will be kept for two (2) years at the central office.

6.06 CLASS SIZE/SPECIAL SERVICE PERSONNEL

A. Student-teacher class size shall be in accordance with the State Minimum Standards. In calculating student-teacher class size, special education students included in a regular class shall be included in the count.

6.07 HEALTH AND SAFETY

A. The Board shall provide safe and healthful working conditions for all members of the bargaining unit to the degree that they can control the conditions, where members have assigned responsibilities.

B. The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor any bargaining unit member should file a complaint with the Ohio Department of Industrial Relations until after the Board and Administration have been notified of the complaint and have had an opportunity to resolve it.

C. Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member, the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated or corrected.

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D. There shall be no retaliation, interference, coercion, or discrimination against an employee who in good faith files a report of an unsafe or unhealthy condition under Section 6.07 of the collective bargaining agreement or files a report or participates in any proceeding under Ohio's Public Employee Health and Safety Act (Chapter 4167).

E. A bargaining unit member who wishes to assert a claim of retaliation or discrimination as defined in Chapter 4167 of the Revised Code shall use the grievance procedure in this agreement as the means for asserting such a claim.

F. Adequate first-aid supplies shall be provided by the Board in each building at such location as agreed to by the building principal and the NCTA steward.

6.08 TEACHER MEETINGS

A. Teachers are expected to carry out their professional responsibilities by attending teacher meetings which exceed the normal teacher school day unless their absence from such meeting is approved in advance by the principal. Such approval for absence shall not be unreasonably withheld. Except in the event of an emergency, teacher meetings shall be scheduled on a regular basis, e.g., the second Monday of each month.

B. Except in emergency situations, there shall be no more than one (1) building meeting per month for teachers which extends beyond the normal school day for teachers. Except in emergency situations, no such meetings shall extend the teacher day by more than thirty (30) minutes K-4 and forty-five (45) minutes 5-12.

C. Teachers will be provided the opportunities for state mandated training during the school year. The cost of the training will be paid by the Board and attendance at this training will be voluntary. Teachers not taking advantage of these opportunities will still be required to receive the training at their own expense and on their own time. Professional development days for this training will not be permitted.

6.09 STUDENT MISCONDUCT

Both parties recognize that the primary responsibility for the maintenance of good discipline rests with the classroom teacher. The Board of Education and the NCTA agree that the adjustment of behavior problems is the joint responsibility of teachers and Administrators. Administrators, if requested, shall act with reasonable dispatch to render assistance to the teacher in resolving behavior problems. Once the Administrator has taken action, the teacher(s) involved will be notified on the building's Student Conduct Form submitted by the teacher to the Administrator.

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6.10 TEXTBOOK AND INSTRUCTIONAL MATERIAL SELECTION

A. Elementary Textbook and Materials Adoptions

1. The curriculum director (or superintendent's designee) shall select from volunteers a core committee of teachers representing each grade level and building involved in the adoption (may include tutors and special education instructors). The core committee shall be provided release time during the school day to evaluate materials.

2. Over the course of a year, this core committee shall decide the use of pilots, additional training, and additional personnel needed to adequately evaluate available materials.

3. This core committee will evaluate available materials according to the educational needs and will recommend the final set of choices to the staff.

4. Prior to the vote, an adequate amount of time for teachers to review and evaluate materials will be provided in each building. Possible presentations or other training opportunities will be made available if deemed valuable by the core committee.

5. The core committee will schedule opportunities outside of the student day for each grade level to provide input which would be disseminated to all grade levels involved in the adoption.

6. The materials receiving the most votes will be recommended to the superintendent by the Curriculum Director. The Superintendent will recommend the adoption to the Board of Education.

B. Middle School/High School Textbook and Materials Adoptions

1. Development of a core committee to evaluate text books for adoption will consist of subject area department's chairperson, teacher(s) currently teaching the subject(s) being considered, interested department members, or other volunteers, Curriculum Director (or Superintendent designee) and Director of Technology when appropriate.

2. The core committee would evaluate text book(s) or supplemental material to meet standards for the course selections and determine if new materials need to be adopted. The committee would also determine staff development needed and evaluation criteria used for the selection process and the implementation process after materials are purchased.

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3. The committee would, by consensus, make a recommendation to the Superintendent who would in turn recommend the material's adoption to the Board of Education.

6.11 SMALL GROUP/INDIVIDUAL INSTRUCTORS

A. Salaried, small group/individual instructors are employed on an as needed, basis and have schedules which may change as individual student IEPs change.

B. Small group/individual instructors shall only be employed under limited contracts. Such contracts shall be for one-year periods during the first three (3) years of employment with the District and for two-(2) year periods thereafter. The provision shall supersede O.R.C. §3319.11.

C. The rate of pay for small group/individual instructors during the first two (2) years of service shall be eighty-five (85) percent of Bachelor Step Zero (0). After completion of two (2) years of service, the rate for small group/individual instructors shall be eighty-five (85) percent of Bachelor Step One (1) for the duration of this contract.

D. Small group/individual instructors shall have all rights of the Contract except Articles VII, VIII, Sections 5.02, 9.05, 11.01, and 11.02.

E. VACANCIES AND TRANSFERS

Small group/individual instructors shall have the rights of Article VII as applied to small group/individual instructor positions only.

F. REDUCTION IN FORCE

When the number of small group/individual instructors is reduced by the Board for any reason, they shall be reduced in order of seniority from a list of small group/individual instructors as a distinct group of employees. The procedures in Article VIII will be followed for reduction and recall.

6.12 SPECIAL EDUCATION/INTERVENTION SPECIALISTS/TUTORS

A. All Special Educators with a caseload shall receive four (4) days each year released days to complete IEPs/504s. The days shall be taken in coordination with the Administration, and the teacher shall remain in the District while working on the Plans.

B. Special Educators shall receive one release day – to occur on site – in the 1st and 3rd Grading Periods to use for completion of Progress Reports.

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6.13 NON-DISCRIMINATION PROVISION

The Board shall not discriminate on the basis of race, national origin, sex (including sexual orientation), disability, age, religion, or military status in its programs and activities, including employment opportunities.

6.14 TRAVELING TEACHERS

Should the schedule of the building be such that a traveling teacher is not able to be in the classroom at the beginning of class, the building administrator shall be responsible for the supervision of students until the teacher arrives.

6.15 REMOTE TEACHING AND LEARNING

The district will collaborate with building administration and NCTA in determining protocols for any change in working conditions should it become necessary.

6.16 STAFF HANDBOOK

All existing Board policies, instructions, or handbooks shall in no way limit the rights granted members in this contract. Any portion of an existing document inconsistent with the provisions of the contract shall be modified or deleted to correct the inconsistency and this agreement will supersede and prevail over any inconsistent terms that may appear in the Staff Handbook.

6.17 CLASSROOM SUPPLIES

The Board agrees to appropriate Two Hundred Dollars ($200) per year, per teacher, for classroom materials and supplies.

ARTICLE VII – VACANCY, TRANSFER, AND ASSIGNMENT

7.01 POSTING OF VACANCY

A. Upon occurrence of a job vacancy within the school district for which a bargaining unit member is certified, a notice of such position along with its requirements and job description, if applicable, will be posted in each building and on the District website at the same time the notice is given outside the school district. Additionally, the posting will be distributed through email. The district will be considered to have met this responsibility by emailing the district list on the district email system. During vacation periods, such notice shall be accomplished by mail.

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B. In the event a vacancy occurs during the school year, the position shall be posted, and if satisfactory applicants apply, the position shall be filled with the appointment to be effective no later than the first day of the semester following the vacancy. In the event a vacancy occurs too late in the first semester to complete the timely posting and selection of a replacement prior to the first day of the next semester, the Association and the Board shall meet to determine a mutually agreeable process/timeline to be followed.

C. In order to provide existing certificated staff with the opportunity to apply for vacancies to be filled the following school year, members of the existing certificated staff shall have five (5) working days from the date of the notice to apply for vacancies occurring during the regular school year, and two (2) weeks for vacancies occurring in the summer prior to July 9th. After July 9th, the Association President and any employee who has given written notice to the Superintendent of their desire to be notified of vacancies, shall be notified of vacancies and shall have a maximum of five (5) days to apply for said position.

D. In filling vacancies within the bargaining unit, selection of internal candidates is not mandatory, but deference shall be given to internal candidates.

E. Employees who have indicated in writing a desire to be considered for a vacant position and who hold the appropriate certification/licensure shall be accorded an interview with the Superintendent or his/her designee prior to the position being filled.

F. All supplemental positions provided for in the contract will be posted in the spring. Any positions not filled at the time or vacancies created will be posted immediately as needed. Supplemental positions will be filled in accordance with procedures outlined in 7.01 sections A, C, D, and E.

7.02 VOLUNTARY TRANSFER

A. Teachers may request change of assignment in accordance with this Negotiated Agreement. Changes of assignment requests shall refer to, but not be limited to, the following:

1. Change of building;

2. Change of grade level;

3. Change of subject area or area of responsibility;

4. Newly-created positions within the system.

5. A bargaining unit member requesting a transfer may be required to interview and/or provide additional information as requested. The

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receiving Principal may request to meet with the member to discuss the open position.

B. Voluntary transfers shall be initiated by members of the instructional staff, and shall be according to the following guidelines:

1. The teacher shall request in writing a desire to transfer prior to April 1st.

2. A bargaining unit member who is considering requesting a transfer will be given, on request, an opportunity to seek information from the building Principal where the vacancy exists.

3. Request for voluntary transfers shall be filed within five (5) days of the posting of a vacancy notice.

4. The requesting party shall receive within ten (10) days of the posting of a vacancy notice, a response to his/her requested transfer. Such response shall be:

   a. Approval and date that transfer is to be effective.

   b. Denial with oral discussion as to reasons.

   c. Postponement of request with written reasons.

5. A transfer request shall be active until it is withdrawn by the initiating party, or the beginning of the next school year, whichever occurs first.

7.03 INVOLUNTARY TRANSFER

A. The following guidelines shall be observed in making an involuntary transfer:

1. When reduction of the number of teachers in a building is necessary, teachers displaced by such a reduction will be considered first for vacant positions elsewhere in the district for which they are certified.

2. No vacancy will be filled by means of an involuntary transfer or reassignment until any certified volunteer available to fill such position has received an interview.

3. Notice of an involuntary transfer or reassignment will be given to teachers as soon as practicable.

4. Teachers who are transferred or reassigned may resign up to August 20th without penalty.

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5. When an involuntary transfer or reassignment is necessary, a teacher's area of certification, length of service in the school system, length of service in the building, grade or subject from which transfer or reassignment is contemplated and other relevant factors, including legal requirements, will be considered in determining which teacher is to be transferred or reassigned.

6. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent if said transfer or reassignment is from building to building. Involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the building principal if the transfer or reassignment is at the building level. In either of the above situations, the teacher involved will have at least forty-eight (48) hours notice of the meeting and the subject of the meeting. The teacher may, at his/her option, have a representative of the Association present at such meeting. No teacher will be transferred or reassigned arbitrarily, capriciously, or without rational basis in fact.

ARTICLE VIII – REDUCTION IN FORCE PROVISION

8.01 DEFINITION OF RIF

A reduction in force (RIF) shall have occurred when the employer reduces, eliminates, or fails to fill a bargaining unit position.

8.02 REASONS FOR RIF

A. RIF may occur only for the following reasons:

1. Decline in student enrollment during the term of this Contract.

2. Return of an employee from a leave of absence.

3. Suspension of schools or territorial changes affecting the District.

4. Finances wherein the need can be demonstrated.

5. Changes in curriculum or course offerings.

8.03 NOTIFICATION OF ANTICIPATED RIF

A. If the employer determines a RIF may occur, the employer shall notify the Association in writing, prior to the June Board meeting, of the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the employee(s)

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to be affected; the date of employer action to implement the RIF; and the effective date of the RIF which shall be no later than August 15th, except a RIF because of a return from a leave of absence may occur at any time.

B. The employer shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on the seniority list. (As established in Section 8.10 et seq.)

C. Within ten (10) days of receipt of the notification, representatives of the employer and the Association shall meet to review the proposed RIF. If the Union disagrees with the reason(s) for or implementation of the proposed RIF, the Association may meet with the Board in executive session to present its views.

D. Any action by the Board to enact a reduction in force other than a RIF because of a return from a leave of absence shall be taken prior to the first day of June in the year the plan is to be implemented.

8.04 IMPLEMENTATION

A. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:

1. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.

2. If additional reduction is necessary, part-time employee(s) holding limited contracts shall be laid off in reverse seniority order, i.e., least senior employee(s) is the first to be laid off.

3. If additional reduction is necessary, full-time employee(s) holding limited contracts in the lowest comparable evaluation rating categories shall be laid off in reverse seniority order within the comparable evaluation rating category.

4. If additional reduction is necessary, employee(s) holding continuing contracts in the lowest comparable evaluation rating categories shall be laid off in reverse seniority order within the comparable evaluation rating category.

B. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.

C. Layoff shall occur by suspension of contract. The limited contract of an affected employee that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.

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8.05 LIMITATIONS

A. No new hire shall be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position.

B. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of an employee on layoff status.

C. No current, nonbargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.

8.06 LAYOFF RIGHTS

A. An employee on layoff status shall have the following rights:

1. The right to continue receipt of group insurance coverage at the employee's expense.

2. The right to accumulate seniority credit during the period of layoff.

3. Credit for salary placement, upon recall, for the same or similar work performed while on layoff status.

4. The right to be notified by mail of all postings for bargaining unit positions.

5. The unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff.

6. Additional certification, license, or entry-level requirements earned or reported while on layoff status shall be recognized for recall purposes, provided such information is filed with the employer prior to recall.

8.07 RECALL RIGHTS

A. Laid-off employees shall be recalled in reverse order of seniority in keeping with contract status, certification, license, comparable evaluation rating category, or other entry-level requirements for the bargaining unit position, i.e., most senior laid-off employee, within a comparable evaluation rating category first recalled.

B. The employee shall be given ten (10) days to accept such offer. Refusal to accept an offer shall cause the employee to lose all recall rights and privileges under the RIF Article.

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C. This procedure shall continue until all employees on layoff status have been recalled, have retired under an Ohio state retirement system, have voluntarily resigned, or, in the case of limited contract employees, have not accepted an offer of recall within three (3) years from the effective date of layoff.

8.08 SENIORITY DEFINED

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

A. Seniority shall begin to accrue from the first day worked in a bargaining unit position.

B. Seniority shall accrue for all time an employee is on active pay status or is receiving Workers' Compensation benefits.

C. Time spent on inactive pay status (unpaid leave, nonrenewal, or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority (except time prior to September 1989 shall contribute to the accrual of seniority).

D. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Contract.

E. Part-time employees shall accrue seniority prorated against the minimal full-time standard as defined by this Contract. Should an hourly employee be moved to a full-time position in the District, all continuous years of service, both full-time and part-time, shall be used for placement on the seniority list.

F. No employee shall accrue more than one (1) year of seniority in any work year.

8.09 EQUAL SENIORITY

A. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

B. Ties in seniority shall be broken by the following method to determine the most senior employee:

1. The employee with the first day worked; then

2. The employee with the earliest date of employment (date of hire); then

3. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

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4. There shall be a one-time lottery under the provisions of Section 8.09(B)(3) to break any and all existing instances of equal seniority and the position of seniority determined by said lottery shall remain in full force and effect, unless altered by other terms of the Contract, for as long as the teachers in the lottery shall remain employed by the Norton Board of Education.

8.10 SUPERSENIORITY

For layoff purposes only, and when teachers have comparable evaluations, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.

8.11 LOSS OF SENIORITY

Seniority shall be lost when an employee retires or resigns, is discharged for cause, or otherwise leaves the employment of the employer.

8.12 POSTING OF SENIORITY LIST

A. The seniority list shall be posted annually, by November 15th of each work year. The employer shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, the first day worked, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.

1. The names of employees on the seniority list shall appear in seniority rank order within the areas of certification, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

2. The names of employees who are certified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.

3. The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees.

8.13 CORRECTION OF INACCURACIES

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the employer or its agents in writing of any inaccuracies which affect his/her seniority. The employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

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8.14 DEFINITION OF COMPARABLE EVALUATIONS

A. The definition of comparable evaluations shall be as follows:

1. The rating scale for comparable evaluations shall be determined by a numerical scale based upon a three (3) year weighted average.

2. Points for each evaluation rating shall be awarded based upon the following scale:

   a. Accomplished = 4 points

   b. Skilled = 3 points

   c. Developing = 2 points

   d. Ineffective = 0 points

3. The sum of the ratings over three (3) years shall be applied to the following scale to determine comparable evaluations:

   A = 10-12 points

   B = 6-9 points

   C = 0-5 points

   Example: Where a teacher is rated Accomplished for two (2) years and Skilled for one (1) year, the categories to which the teacher would be assigned for comparable evaluations would be computed as follows:

   Accomplished (4) + Accomplished (4) + Skilled (3) =
   4 + 4 + 3 = 11

   Thus, this teacher would be assigned to category A for determining comparable evaluations.

4. Where only one (1) evaluation is available, the category would be determined by multiplying the teacher numerical rating by three (3).

   Example: A teacher rated Skilled would be assigned to a category as follows:

   Skilled (3) x 3 = 9

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Thus, this teacher would be assigned to category B for determining comparable evaluations.

5. Where only two (2) evaluations are available, the ratings for both years would be added, and the result would be multiplied by the number 1.5 to determine the comparable category.

Example: A teacher with two (2) years of evaluations with both evaluation ratings as "Developing." The comparable category for this teacher would be computed as follows:

Developing (2) = Developing (2) = 4
4 x 1.5 = 6

Thus, this teacher would be assigned to comparable category B.

B. A bargaining unit member who is notified that he/she is to have his/her contract suspended will have the right to bump the least senior member whose position he/she is certified/licensed to fill, so long as the evaluation ratings are comparable.

ARTICLE IX – LEAVES OF ABSENCE

9.01 GENERAL [See Article 10.05 for Insurance Benefits]

A. The use of leaves of absence shall be contingent upon the submission of a written, signed statement. Board approved forms shall be used by the employee where applicable.

9.02 SICK LEAVE

A. ACCUMULATION OF SICK LEAVE

1. Each teacher may earn up to fifteen (15) days sick leave per contract year, and such leave shall be credited at the rate of one and one-fourth (1-1/4) days per month. The accumulation of unused sick leave shall be two hundred eighty (280) days in the first year, two hundred eighty-five (285) days in the second year, and two hundred ninety (290) days in the third year.

2. In September of each year, the Treasurer will present each teacher with a statement indicating the teacher's accumulated sick leave.

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B. USE OF SICK LEAVE

1. An employee shall be paid for acceptable reasons for absence to the extent of his/her accumulated leave.

2. Acceptable reasons for leave with pay are personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, a doctor's appointment which cannot be scheduled except during an employee's work day, illness, injury, or death in the employee's immediate family. For purposes of illness or injury, the "immediate family" shall be interpreted to mean parents, parents-in-law, spouse, domestic partner, children, caregiver, or other relative in the same household.

3. For purposes of death, the "immediate family" shall be interpreted to mean parents, parents-in-law, sister, brother, spouse, domestic partners, children, stepparent, stepchild, grandparents, grandchildren, caregiver, or relative living in the same household. The "immediate family" for purposes of death shall also include persons whose relationship arises from marriage to the person listed herein.

   As justification for use of sick leave for disabilities arising from pregnancy and childbirth, the teacher may be required to submit a statement by the attending physician substantiating that a disability exists.

C. DONATION OF SICK LEAVE

1. If a member of the bargaining unit is currently absent for thirty (30) consecutive full days or more due to a catastrophic or long-term illness or accident of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another bargaining unit member may donate up to five (5) days of his/her accumulated Sick Leave to the absent teacher. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent.

2. No teacher may receive more than an aggregate of fifty (50) donated Sick Leave days in any one (1) school year.

3. Donation of Sick Leave days shall be initiated by a teacher on a form furnished by the Treasurer.

4. Donated Sick Leave shall be added to the accumulated Sick Leave of the absent teacher and deducted from the donating teacher.

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5. A teacher requesting donated sick leave shall notify the Superintendent and the Association in writing.

6. If disability is an option, it must be pursued first, in order to qualify for the use of donated sick leave.

7. Donation of sick leave shall not impact an employee's eligibility for compensation as outlined in 9.01(B).

8. Donation of sick leave will only occur with the mutual agreement of the Superintendent and Association President.

9.03 PERSONAL LEAVE

A. Three (3) personal leave days shall be granted without restrictions, except for the month of May restriction, if the following provisions are met:

1. The teacher has given one (1) week's advance notice.

B. Additionally, for personal leave on the day preceding or following a holiday, or the day of school in-service, or the first or last day of school, or the request for consecutive days of personal leave, Superintendent shall approve the leave, if the leave is warranted. In addition, no personal leave may be used in May without the prior approval of the Superintendent. Personal leave shall not be used on a professional development day, unless approved by the administration.

C. Application for personal leave shall be submitted on the prescribed form. Personal leave shall be taken at not less than one quarter (1/4) day increments.

D. Unused Personal Leave may be converted to Sick Leave at the end of the school year.

9.04 ASSAULT LEAVE

A. The maximum number of leave days with pay provided under this section shall be forty-five (45) school days.

B. Assault leave shall be granted to a unit member who is absent to accidental or intentional assault which occurs in the course of a unit member's Board employment. The unit member will be maintained on full pay status during the period of such absence under the following provisions:

1. The unit member who has been assaulted must furnish a written signed statement on forms provided by the Board to justify use of assault leave.

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2. Medical attention is required, and a certificate form a licensed physician stating the nature of the disability and its duration shall be provided before assault leave can be approved for payment.

3. The unit member must apply for Workers' Compensation. If it's determined that the injury is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide said unit member with the same income he/she ws receiving at the time of his/her assault. In the event a delayed award by Workers' Compensation results in a total combined payment to the teacher which results in an amount equal to more than the unit member's normal per diem rate, the excess payment will be returned to the Board.

C. Assault leave granted under this provision shall not be charged as sick leave or other leave.

D. The employee may be required to file a police report, charges against the assailant(s), and a claim with Workers' Compensation.

E. Any exception to the above must be approved by the Superintendent.

9.05 SABBATICAL LEAVE

A teacher who has been credited with five (5) or more years of employment on the salary schedule in Norton City Schools may be granted a leave upon request, contingent upon compliance with the following conditions:

A. The leave shall be for the entire school year. Leaves for partial years shall not be granted. Exceptions to this rule are at the discretion of the Board, contingent on costs involved and availability of a competent substitute.

B. The teacher must submit a detailed plan for professional growth to the Superintendent prior to the start of the leave.

C. The teacher shall agree in writing that he/she will return to Norton City Schools for a period of not less than two (2) full school years from the date of conclusion of the leave.

D. The teacher shall, at the end of the leave, show evidence that the plan was followed.

E. The Board may deny such leave if an appropriate substitute is not available.

F. The professional growth plan must provide for educational benefit to Norton City Schools.

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9.06 JURY DUTY

A. When a jury summons is received, the Superintendent or his/her designee or school should be notified promptly. If necessary, a satisfactory replacement will be secured.

B. If an employee serves as a juror, they shall pay the school district any compensation they receive for that service minus money they received for expenses, e.g., travel, parking, and food. In return, they shall be entitled to their regular rate of pay as a teacher.

9.07 EXTENDED FAMILY ILLNESS LEAVE

A leave of absence without pay for up to one (1) year will be granted to a teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

9.08 PARENTAL/CUSTODY/ADOPTION LEAVE

A. Leave without pay for parental/custody or adoption will be granted by the Board for up to twelve (12) consecutive months; and upon request of said teacher, the leave may be extended at the discretion of the Board.

B. The date of departure and the date of return to work for parental/custody or adoption leave will be selected by the teacher, and said teacher will notify the Superintendent or his/her designee at least sixty (60) days or as soon as possible prior to the date on which the leave is scheduled to begin.

C. The Superintendent will make every effort to return teachers to their former position or to a comparable assignment to that held before going on said leave.

9.09 EMPLOYMENT ON RETURN FROM LEAVE [See Article 10.06 for Insurance Benefits]

A. Upon return from leave of absence, the teacher shall resume the contract status which he/she held prior to leave, as provided by Section 3319.13 of the Revised Code. A teacher's right to reemployment upon return from leave shall be neither greater nor less than his/her right to reemployment would have been if no leave had been taken.

B. A teacher who is employed as the only instructor in a specialized subject area, and has only that subject area on his/her teaching certificate, shall be guaranteed his/her same position upon return from leave of absence if he/she has more years of seniority than his/her replacement.

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C. If the teacher returning from leave of absence has less seniority than his/her replacement, and the teacher who replaced the teacher on leave of absence has other teaching disciplines on his/her certificate, the replacement teacher must be transferred and the returning teacher restored to his/her original position.

D. The seniority bumping procedure would be utilized for the teacher who replaced the teacher on leave of absence.

E. If the teacher returning from a leave of absence has less seniority than his/her replacement, and has other teaching disciplines on his/her certificate, then restoration will be to one of the certificated teaching areas based upon seniority.

F. An employee who has taught in the Norton City Schools for less than five (5) years and who has taken an unpaid leave of absence and elects to purchase retirement credit for such leave, must reimburse the Board the cost of its share.

9.10 SUBPOENAED WITNESSES

An employee subpoenaed to testify as a witness in a federal or state criminal or civil proceeding related to their position will not use accumulated days. The employee will be required to reimburse the school district with any witness fee payments the employee receives.

9.11 FALSIFYING LEAVE OF ABSENCE STATEMENT

The employment of any teacher who falsifies his/her signed leave of absence statement or a physician's certificate may be terminated in accordance with Section 3319.16 of the Revised Code.

9.12 FAMILY AND MEDICAL LEAVE ACT

The Board provides leave to eligible employees consistent with the Family Medical Leave Act (FMLA). Eligible employees are entitled to up to twelve (12) workweeks or twenty-six (26) workweeks to care for a covered servicemember of unpaid family and medical leave in a 12-month period.

The Board will continue to pay the District's share of the employee's health benefits during the leave. In addition, the District reinstates the employee to the same or an equivalent position after the employee's return from leave.

In complying with FMLA, the District adheres to the requirements of applicable state and federal law and any future changes in the law.

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ARTICLE X – INSURANCE BENEFITS

10.01 COVERAGE

A. The employer shall provide for all members of the bargaining unit, the following comprehensive insurance coverage: Hospital, Surgical and Major Medical, Dental, and Prescription. All employees shall pay ten percent (10%) effective July 1, 2011 and ten percent (10%) effective July 1, 2012, per month for family or single coverage. (Appendix G)

B. The plan shall provide an unlimited lifetime maximum.

C. The employer shall provide single or family coverage as requested by the employee, providing they qualify for such coverage. For example, a single person can't elect family coverage if he/she doesn't have a family.

Note: Upon the implementation of a wellness program, participants will receive certain deductible/credit benefits for participation in biometric testing. (See Appendix H)

10.02 ENROLLMENT

A. Employees must enroll in the plan in order to receive benefits. Upon employment, the employee shall receive an enrollment form from the employer.

B. New employees may enroll within thirty (30) days of employment with the coverage becoming effective on the first day of employment. An employee may change coverage status from single to family or newly enroll in the plan on July 1. An employee not enrolled or needing to change from single to family may do so at any time for immediate coverage provided there is a documented loss of coverage by his/her spouse or a change of status. Forms for changes in enrollment status shall be made available by the employer. Claim forms shall be available in each building or work site.

10.03 INSURANCE PLAN

The employer shall provide the Union and its members with a description of the insurance plan and any mutually agreed upon changes to the insurance plan.

10.04 TERM LIFE INSURANCE

A. During a member's employment, the Board shall pay for Fifty Thousand Dollars ($50,000) of term life insurance coverage for each teacher which shall include accidental death and dismemberment coverage.

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B. Members shall be given the option of purchasing additional term life insurance at their own expense and at the optional group rate. This amount may be eligible to increase each year for participating members.

C. Payroll deduction shall be provided for optional life insurance coverage.

D. In the event an eligible member dies while teaching or on approved leave of absence, the District Treasurer will attempt to notify the member's beneficiary of the Life Insurance policy benefits within ninety (90) days.

10.05 INSURANCE FOR THOSE ON LEAVE OF ABSENCE

A. Teachers on leaves of absence of up to two (2) years may, at own expense and at the group rate, continue to participate in insurance plans provided to employees in active service.

B. In order to qualify for Board paid insurance premiums during summer months, they must return to work the last six (6) weeks of the school year.

10.06 PART-TIME TEACHERS

A. With respect to part-time teachers employed on or after September 1, 1980 who are regularly scheduled to work, they will be eligible for single plan insurance as prescribed in 10.06(B) below.

B. Employees who work less than a five (5) hour day per week shall be prorated based upon the percentage of full time.

10.07 INSURANCE OPTION

A. Regular full-time employees who elect prior to the first day of the school year to not participate in Article 10.01 who were employed on September 1st of any year and who are not covered on the District's plan, on written request to the Treasurer, will receive a stipend in lieu of insurance coverage of One Thousand Dollars ($1,000.00) to be paid on or before August 31st of any year in which the employee did not have the coverage. An additional stipend in the amount of Fifty Dollars ($50.00) will be paid to employees if they don't select dental coverage.

B. Any employee who elects this option shall document similar coverage in the same or other insurance plan. In the event his/her coverage is lost, he/she shall be able to sign up for Board-sponsored insurance providing he/she signs a statement declining the stipend.

Any bargaining unit member currently covered under the District's group health insurance plan, or a newly hired bargaining unit member eligible for the District's

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group health insurance plan, may elect not to be covered by the group insurance plan.

The employee must declare in writing to the Treasurer that he/she is:

a. covered under another insurance plan; and

b. elects not to be covered by the District's group health plan.

The Board shall pay One Thousand Dollars ($1,000) to an employee who opts out of the District's group health plan by September 1st for that school year or the member may receive a pro-rated payout as follows:

OPT OUT BY:	AMOUNT:
September 1st	$1,000
October 1st	$900
November 1st	$800
December 1st	$700
January 1st	$600
February 1st	$500
March 1st	$400
April 1st	$300
May 1st	$200

10.08 MENTAL HEALTH PARITY ACT

The Board shall be responsible to ensure coverage is in compliance with the Mental Health Parity Act.

10.09 INSURANCE COMMITTEE

A. An Insurance Committee shall be comprised of four (4) members appointed by the NCTA and an equal number appointed by the Superintendent. This Committee may coordinate its activities with those of the separate Support Staff Insurance Committee. The parties may designate substitutes to attend in the event a member is absent.

B. The Insurance Committee shall conduct an ongoing review of insurance coverage and options including cost/benefit analysis of various coverages, cost containment, experience, rates, products, and other alternatives.

C. The Insurance Committee shall have the authority to recommend by a majority vote, to the NCTA and the Board, changes in the nature and extent of the insurance coverage. No change shall become effective until approved by both the NCTA and the Board. The parties agree that any recommendations of this Committee and its members are not to replace or abrogate the authority of the

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NCTA as the exclusive bargaining representative of this bargaining unit or the authority of the Board.

D. The Insurance Committee shall meet at least four (4) times during the school year, unless mutually agreed to meet less. The Committee shall maintain minutes of its meetings which shall be approved by the Committee members. Copies of these approved minutes shall be furnished to the Superintendent and NCTA President. Teachers will be paid Twenty-Five Dollars ($25.00) per meeting.

E. If the aggregate cost of the insurance premium increases to more than 8% over a three (3) year rolling average, the Insurance Committee will meet within thirty (30) days and will agree to plan design changes that reduce the premium increase to 8% or lower. If the Committee is unable to reach agreement on such plan design changes within ninety (90) days of the setting of the rates, the Insurance Consultant shall have the duty to modify the plan to achieve and lower the insurance premium increase to 8% or lower.

ARTICLE XI – COMPENSATION

11.01 SALARY

A. All employees shall be paid according to the salary index and related provisions of this Article. The salary index is contained in the salary schedule in Appendices A through C.

B. The base rate of the salary schedule shall be the Bachelor's Degree Column, Step 0.

C. The base rate of the BA-0 Salary shall be increased 4% for the 2024-2025 school year to $40,103; 3.1% for the 2025-2026 school year to $41,347; and 3% for the 2026-2027 school year to $42,587.

D. Chaperone School Functions

Members that volunteer to chaperone/work after-school District sponsored activities within the District shall be paid a rate of Fifty Dollars ($50) per event as determined by the building principal. The member is responsible for filling out the appropriate form and turning it into the building principal. The pay shall be added in the following paycheck.

11.02 PLACEMENT ON THE SCHEDULE

A. Employees shall be placed on the salary schedule according to their experience as follows:

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1. All years of teaching service in this District, with each year consisting of one hundred twenty (120) days under a teacher's contract.

2. All years of service in an Ohio public school and/or chartered, nonpublic school located in Ohio consisting of one hundred twenty (120) days under a teacher's contract.

3. All years of military service up to five (5) years. (For purposes of calculation, a particular year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year.)

4. All years of teaching service as a certified teacher in a chartered school or institution or a chartered special education program operated by the state or other local governmental unit with each year consisting of at least one hundred twenty (120) days.

5. Years of service shall be the sum of all years of service in subparagraphs 1, 2, 3, and 4, above, except that a new teacher shall receive credit for a total of not more than eight (8) years. Exceptions to the rule are at the discretion of the Superintendent.

6. An employee shall receive half-year credit when his/her teaching service credit excluding work as a substitute consists of no more than one hundred nineteen (119) days and no less than ninety (90) days during any given school year of employment with the Norton City Board of Education, and upon subsequent employment as a full-time regular employee. Those who qualify under this section will be placed on the salary schedule with half-year credit. Placement/credit on the salary schedule will be determined by dividing the number of days of actual paid teaching service by one hundred eighty (180). When such employment credit exceeds fifty percent (50%), the Board will grant half-year credit advancement on the current salary schedule.

   Example/Salary Calculation

   A teacher with one-half year's experience = BA/1 – BA/0 = 1.4 - 1.0 = .4 - 2 = .2 = 1.20 = the index which will be used to calculate a beginning teachers' salary with a half-year's experience.

B. Employees shall be placed on the salary schedule according to their training as follows:

1. "Bachelor's Degree" Column: Teachers in the bargaining unit with a Bachelor's Degree shall be paid on the "Bachelor's Degree" column of the certificated salary schedule.

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2. "Bachelor's +15 Post-Graduate Semester Hours" Column: Teachers in the bargaining unit with at least fifteen (15) semester hours of post-graduate training or the quarter hour equivalent and a Bachelor's Degree will be paid on the "Bachelor's +15 Post-Graduate" column of the certificated salary schedule. Hours outside the field of education, administration, guidance, the bargaining unit member's area of certification and related areas, and other pursued areas of certification shall not be counted towards the fifteen (15) hours of credit. Teachers who were placed on the Bachelor's +150 Semester Hours column as of January 15, 2025 shall be grandfathered into such column.

3. "Master's Degree" Column: Teachers in the bargaining unit with a Master's Degree from a state approved teacher training institution will be paid on the "Master's Degree" column of the certificated schedule.

4. "Master's +15" Column: Teachers who earn fifteen (15) semester hours (or the quarter hour equivalent) after they have been awarded a Master's Degree shall be paid on the "Master's Degree +15" column of the salary schedule. Hours outside the field of education, guidance, the bargaining unit member's area of certification and related areas, and other pursued areas of certification shall not be counted towards the MA+ hours.

5. "Master's +30" Column: Teachers who earn thirty (30) semester hours (or the quarter hour equivalent) after they have been awarded a Master's Degree shall be paid on the "Master's Degree +30" column of the salary schedule. Hours outside the field of education, guidance, the bargaining unit member's area of certification and related areas, and other pursued areas of certification shall not be counted towards the MA+ hours.

6. Advancement for Training: An employee shall advance horizontally on the salary schedule if additional training is acquired as per the above and if the following conditions are met:

   a. Satisfactory evidence of such coursework is provided to the employer by September 15th or January 15th. Satisfactory evidence shall be an official transcript or a letter of coursework completion issued by the appropriate institution or program.

   b. Payment on the new column will commence the first pay of the year, provided the employer has been provided satisfactory evidence on or before September 15th.

   c. Payment on the new column will commence the first full pay of the second semester after the employer's receipt of satisfactory evidence if it is received before January 15th.

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11.03 METHOD OF PAY

A. Teachers shall be paid on the basis of twenty-six (26) pays. Any teacher receiving twenty-one (21) pays at the start of the 2015-16 school year shall continue on this schedule until the method of pay is changed by the teacher.

B. The Board shall direct deposit the teacher's paycheck, and direct deposit of pay shall be mandatory for all members of the bargaining unit.

11.04 EXPENSES FOR PROFESSIONAL MEETINGS

A. Mileage for private car will be as defined in 11.10 A.

B. Expenses for food not to exceed Thirty Dollars ($30.00) per day shall only be paid for overnight stays or meetings more than two hundred (200) miles from Norton unless the meal is part of a conference or workshop. Exceptions to this rule may be approved by the Superintendent. Receipts are required for reimbursement up to Thirty Dollars ($30.00).

C. Lodging bills must accompany expense sheet.

D. Registration expenses may be included as an expense.

E. A written summary of the meeting shall be submitted with the expense sheet.

F. The maximum reimbursement per occurrence shall be three hundred fifty dollars ($350). Exceptions may be approved by the Superintendent.

11.05 PAYROLL DEDUCTIONS

A. TAX SHELTERED ANNUITIES

The Board shall provide a reduction of salaries to all teachers who wish to participate in the Norton Tax Sheltered Annuity Plan.

1. No company will be considered unless it has five (5) or more participants. When the number of participants drops below five (5), the Treasurer may drop the company at the time of the next enrollment period if, after prior notification to all other participants in that Annuity Plan, there are no additional enrollees to raise the level to at least five (5) participants.

2. Deductions will be made biweekly in like amounts.

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3. Enrollment into an Annuity Program may be made in writing at least two (2) weeks prior to the payroll period for which deductions are to be started.

4. New teachers should review the Norton plan to make sure their company meets Norton Tax Sheltered Annuity Plan requirements. This should be done before signing a contract.

B. CREDIT UNION

Deductions for Summit Schools Federal Credit Union will be made in the same uniform amounts per pay period.

C. PROFESSIONAL DUES DEDUCTION

Professional dues will be deducted as follows:

1. Submit a list of teachers who wish payroll deductions and in an amount divisible by ten (10), by October 15th.

2. Payroll deductions will be made in equal installments over either ten (10) pay periods or fifteen (15) periods. The Association Treasurer shall notify the Board Treasurer each year prior to October 15th.

3. EPAC, according to ORC 3313.262.

4. No deduction change can be made after October 15th except for agency fee payers as specified herein.

D. UNITED FUND DEDUCTIONS

United Fund deductions will be in an amount divisible by ten (10) and will be made from the twelfth check through the twenty-first check each year using the same column on the payroll check.

11.06 SUPPLEMENTALS

A. Supplemental positions will be posted in the spring. An asterisk beside a position indicates that it will not be filled at the current time. Recommendations for the open positions must be made to the building administrator and include justification (student participation, time, competitions, etc.) The recommendation must be forwarded to the Superintendent prior to the first day of the month for Board approval, when feasible.

B. When the Board appoints individuals to hold the extra-duty positions listed on the Supplemental Salary Schedule (Appendix F), such individuals shall be paid in

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accordance with that schedule. The initial supplemental percentages will be applied to the Bachelor's Degree 0 Step. Teachers who are, or become, involved in other existing extracurricular functions or other existing functions incidental to their teaching duties shall not be paid. Before assigning a teacher to perform unpaid extracurricular functions, the Administration shall attempt to fill the position with a qualified volunteer.

C. The Board reserves the right to create new supplemental positions with appropriate stipend input from the NCTA. The Board also reserves the right not to fill supplemental positions.

D. All positions must have a job description cooperatively developed by the person assigned to the position and the Administration and approved by the Association.

E. All positions are subject to adequate enrollment for total participation.

F. Longevity steps shall be implemented as per Appendix F.

G. The Board may give advanced placement based upon experience outside of Norton.

H. If an employee moves to a higher coaching position in the same sport, the move will result in a loss of four (4) years of longevity. Same sport will not be gender specific, for example, baseball and softball will be considered the same sport.

I. If an employee moves to a lower coaching position in the same sport, the move will not result in a loss of longevity.

11.07 ADMISSION TO SCHOOL ACTIVITIES

A. Upon presenting a valid employee name/picture identification badge at any Norton City School District event, the bargaining unit member and up to one (1) guest may have complimentary entrance to said event.

B. Such passes are not available and will not be issued for benefit-type functions designed to raise funds for school-related and charitable activities.

11.08 CURRICULUM DEVELOPMENT

A. LEADERSHIP TEAM

Leadership Team members are required to express their interest to the building principal. They will rotate on a three-year/initial cycle, provided they wish to continue participating during their cycle. At the conclusion of each cycle, if multiple staff members express interest in serving, a different member will have the opportunity to participate for one term only. Leadership team applications are

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required to express their interest to the building principal for open positions. If no other bargaining unit members express interest, a staff member may serve the term. When a new cycle begins, if other staff members express interest, they will be given the opportunity to serve on the Leadership Team. If no other staff member expresses interest, a staff member may serve consecutive terms. This rotation scheme aims to offer diverse leadership opportunities while ensuring some continuity from year to year. (See Supplementals.)

B. SCHEDULE OF DISBURSEMENTS

1. Other Writing a course of study* (year long) = $120 per course of study

Writing a course of study (semester) = $60 per course of study

Writing a course of study for subjects taught once or twice per week, e.g., Art, Music, Health, K-5 and P.E. = $30 per grade.

Writing a course of study for subjects with less content than regular subjects, e.g., Special Education, Language Arts 9-12 = $30 per grade.

Revisions of any of the above = 50% of the regular fee

**A significant change in content/format will be considered a new course of study.

Textbook core committee * = $120 year long course

Textbook core committee = $60 semester course

Textbook core committee for subjects taught once or twice a week = $30 per grade

Textbooks for subjects with less content than regular subject, e.g., Special Education, Language Arts 9-12 = $30 per grade

If requested, the Superintendent may allow one release day in lieu of payment for course of study revisions or textbook adoptions and up to two days for total rewrites.

CAP of one teacher or equivalent per grade level, writing a course of study (multi-team members will share).

2. Disbursements for courses of study will be made after final drafts have been approved by the Administration and the Board of Education.

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11.09 SPOT SUBSTITUTION

A. When a teacher, other than a small group instructor, is required under 6.02 C. by Administration to give up a scheduled conference and planning period to substitute for another teacher, such teacher shall be paid at the work of the District rate (BA0/184/7) per period for such substitution. A small group instructor shall be compensated at the small group instructor's normal hourly rate.

B. A teacher will be eligible for the spot substitution pay of at the work of the District rate (BA0/184/7) if another class is combined with the teachers' regularly scheduled class, (providing there is a minimum of thirty (30) students in the combined class for a minimum of thirty (30) minutes) at the request of the administration. The teacher would be eligible for an additional work at the District rate (BA0/184/7) spot substitution pay if, after the initial thirty (30) minute period of covering the combined class, the teacher would have to cover the additional class over their planning period. Class combinations are intended to be used only when no other options are available to the administration.

C. The Administration will make a reasonable effort to obtain qualified substitute for special subject teachers (art, music, etc.) who are absent.

11.10 MILEAGE REIMBURSEMENT

A. Mileage reimbursement shall be paid to staff members for the use of personal vehicles for authorized school business at the Internal Revenue Service mileage rate per mile. This rate will be adjusted July 1 and January 1 to correspond to changes in the IRS mileage rate. Payments shall be made upon completion of expense forms under procedures established by the Treasurer's office.

B. Teachers required to travel between buildings in their personal vehicles, except between the Middle School and the Primary School, within the school day for instructional purposes will be reimbursed at $12.00 per day of the week traveled per semester. (i.e., if a teacher is scheduled to be at Primary in the morning and travels to Elementary for the afternoon on Tuesday and Thursday, the payment would be $24.00 per semester.) Payments shall be made at the end of each semester upon completion of expense forms under procedures established by the Treasurer's office.

11.11 IAT/IEP MEETINGS

A teacher who attends IAT, IEP, 504, ETR, RTI, WEP, or WAP meetings during the teacher's scheduled lunch or outside the scheduled teacher work day or who is subpoenaed to appear in court for school-related business outside the workday shall be compensated Twenty-Five Dollars ($25.00) for each such meeting.

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11.12 TUITION WAIVER FOR NONRESIDENT EMPLOYEES

Any employee who is a nonresident who wishes to have their children attend Norton City Schools shall have all tuition charges waived.

11.13 TUITION REIMBURSEMENT

The Board shall reimburse unit members for one-half the tuition cost of college credit courses, to a maximum of Six Hundred Dollars ($600.00) per teacher per year up to a maximum of Ten Thousand Dollars ($10,000.00) per fiscal year to be paid on a first-come, first-serve basis. To be eligible for this benefit, an individual must have at least one full year of prior experience in the District. Coursework must pertain to areas of certification relevant to classroom instruction, the individual's current assignment or supplemental contract, an area of certification currently held, or coursework toward a new certification. To qualify for reimbursement, the individual must receive a grade of "C" or higher in graded courses, or a grade of "Pass" in pass/fail courses. Reimbursement shall be made following the presentation of applicable grade(s) and tuition bill.

The District will provide Continuing Education credit and college credit where feasible. Any staff member receiving college credit for staff development provided during their work day or paid for by the District cannot receive tuition reimbursement.

11.14 LICENSE REIMBURSEMENT

The Board shall reimburse unit members for one-half the cost of license renewals. Reimbursement shall be made following the completion of the proper form.

11.15 COST OF FINGERPRINTING

The Board will provide fingerprinting/background check (BCII and FBI) at a cost of $25.00 per unit member.

ARTICLE XII – RETIREMENT

12.01 BOARD "PICKUP" OF MEMBER CONTRIBUTIONS TO STRS

A. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period, which is required from time to time by the State Teachers Retirement System (STRS) to be paid as an employee contribution by said member, and shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total

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annual salary or salary per pay period less the amount of the "pickup" for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended (including "pickup" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including "pickup." The Board shall report for Federal and Ohio Income Tax purposes as a member's gross income, said member's total annual salary less the amount of the "pickup." The Board shall report for Municipal Income Tax purposes as a member's gross income, said member's total annual salary, including the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respecting taxing authorities.

C. The "pickup" shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

12.02 SEVERANCE PAY

A. A teacher may elect, at the time of acceptance for retirement by the STRS, to receive severance pay if he/she has at least eight (8) years of full-time service in the Norton City School District and his/her date of retirement is within one (1) year of his/her last day of service with the District.

B. Each teacher who qualifies shall receive thirty percent (30%) of his/her accrued but unused sick leave credit up to a maximum of two hundred thirty-four (234) days. Payment shall be based on the daily rate of pay at the time of retirement and shall not exceed seventy (70) days. Payment under this provision shall eliminate all sick leave credit. No teacher shall receive more than one (1) payment.

C. Any employee who has accumulated one hundred eighty (180) days sick leave will become eligible in the following year to accrue one (1) day of severance per year if no more than three (3) sick days are used in each year.

12.03 PAY FOR EARLY RETIREMENT NOTIFICATION

Teachers who submit an irrevocable letter of retirement on or before February 1st for a retirement to be effective at the end of that school year will receive an additional Five Hundred Dollars ($500.00) payment to be paid within thirty (30) days after the effective date of retirement.

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ARTICLE XIII – NORTON PROFESSIONAL DEVELOPMENT COMMITTEE

13.01 PURPOSE

In compliance with Ohio Revised Code Section 3319.22, the Norton Professional Development Committee (NPDC) is hereby created according to the provisions of this Article to administer the professional development of all educators employed by the Norton City School District.

13.02 TERM OF OFFICE

The term of office for members serving on the NPDC shall be three (3) years.

13.03 COMMITTEE COMPOSITION

A. The NPDC shall be comprised of five (5) members each as follows:

1. Three representatives selected by the Association President

2. One principal or assistant principal selected by the Superintendent

3. One other District employee selected by the Superintendent

B. It is the preference of the parties that one (1) representative appointed by the Association be from the high school, one (1) from the middle school, and one (1) from an elementary. NCTA will take this preference into consideration when making the appointments.

C. In the event of a vacancy before the expiration of term, the committee member shall be replaced in accordance with this section to fill the remainder of the vacated term.

D. When an Administrator's Professional Development Plan is being considered, at the request of the Administrator, the Superintendent shall appoint an additional Administrator to the NPDC and one representative appointed by NCTA will not participate in the process.

13.04 CHAIRPERSON

The NPDC chairperson shall be determined by a majority of the NPDC members and shall serve for a term decided by the NPDC.

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13.05 DECISION MAKING

A quorum consisting of not less than four (4) members shall be required to make decisions. Decisions shall be made by a majority vote of the committee members present and voting.

13.06 COMMITTEE PROCEDURES

The NPDC shall adopt rules and forms as may be appropriate in order to conduct the business of the NPDC.

13.07 TRAINING

A. NPDC members shall be afforded the opportunity to attend training related to the performance of their duties as members of the NPDC, subject to the Superintendent's approval. When such training occurs during the regular work day, release time shall be granted. Training shall be subject to reimbursement under Section 11.04 of the Contract. The NPDC may determine whether committee training constitutes appropriate "equivalent activities" for purposes of the committee members own Individual Development Plans.

B. New members to the NPDC shall be provided up to one day of training outside the school year at the BA-0 per diem.

13.08 EVALUATION IMPACT

Neither the IPDP process nor the NPDC process shall be a factor or consideration in a teacher's evaluation.

13.09 RECIPROCITY

New hires who hold a certificate/license issued by the ODE and who have course work/activities applicable to their current renewal cycle which were approved by their prior District's LPDC shall have completed course work/activities approved by the NPDC. Remaining hours shall be subject to the normal NPDC process.

13.10 MEETINGS AND COMPENSATION

A. Members of the NPDC shall be compensated annually at four percent (4%) of the BA-0. To qualify for compensation, members must attend 7 of the 10 regularly scheduled meetings. This requirement may be altered by the Superintendent due to extenuating circumstances.

B. The NPDC shall meet as often as the members deem necessary to complete their work. Meetings will be held outside the normal student day.

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C. No later than September 15th of each year, the Committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

D. Inability to fulfill required obligations may result in removal from the committee.

13.11 APPEALS PROCESS

A. Decisions of the NPDC may be appealed within thirty (30) calendar days of the receipt of the decision. Any educator who disagrees with a decision of the NPDC shall first seek reconsideration from the NPDC under rules established by the Committee. The educator may amend the initial submission and submit additional documentation/rationalization to the NPDC.

B. The decision on reconsideration may be appealed within twenty (20) calendar days of the reconsideration decision. The decision will be appealed to the Appeals Committee which shall be comprised of three members – one (1) appointed by the educator, one (1) by the NPDC chairperson and one (1) by the Superintendent. The appeal will be granted if two (2) or more members of Appeals Committee vote to grant the appeal.

13.12 DECISIONS NOT GRIEVABLE

No decision of the NPDC or the appeals process shall be grievable; only the procedural process may be grieved.

13.13 AUTHORITY OF NPDC

The NPDC shall not have any authority to revise, add to, delete or modify any provision of this Agreement. The bylaws of the NPDC shall not conflict with this Agreement.

ARTICLE XIV – EDUCATION OF STUDENTS WITH INDIVIDUAL EDUCATION PLANS

14.01 LEAST RESTRICTIVE ENVIRONMENT

The parties recognize the District's obligation to provide a free appropriate education for students with disabilities under the Individuals with Disabilities in Education Act. The parties further recognize that federal and state statutes and regulations require that students with disabilities be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual student with disabilities will dictate the environment in which the child is educated and

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that each student's education plan will be developed in accordance with their individual special needs.

14.02 IEP MEETING

Employees whose duties would be impacted by an IEP shall participate in the development of the IEP and be present at the IEP meetings.

14.03 IEP PLAN

The Board shall provide any teacher involved in the education of a student who is being served under an IEP or 504 plan, with access to a copy of that plan and, where possible, the teacher will be given the opportunity to provide input and feedback in the development, implementation, or revision of that plan. The IEP/504 plan will designate the individual to whom the teacher should go to discuss the questions and concerns related to the IEP/504 or seek revisions or interventions.

14.04 TRAINING

The Board shall provide the opportunity for inservice training to teachers during the regular school year and day to assist in addressing the legal and education needs of students with disabilities in a regular education classroom environment.

14.05 SUPPORT SERVICES

The Board shall provide individualized supplementary aids and services, including personnel, which may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.

14.06 EVALUATION

Inclusion of the student's progress toward meeting goals of an IEP may be one of the factors considered in a teacher's evaluation.

14.07 LEGAL CONSISTENCY

Nothing in this Article should be considered in a manner inconsistent with federal or state laws governing the education of disabled students.

ARTICLE XV – GENERAL PROVISIONS

15.01 SEVERABILITY

A. This Contract supersedes and prevails over all statutes of the State of Ohio [except as specifically set forth in ORC Section 4117.10(A)], all Civil Service

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Rules and Regulations, Administrative Rules of the Director of State of Personnel, and all policies, rules, and regulations of the employer. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated by all other provisions of the Contract shall remain in full force and effect.

B. At the request of either party, the parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

15.02 CONTINUOUS PERFORMANCE

A. During the life of this Agreement, the Association and its members hereby affirm that they will not sanction, engage in, encourage, or participate in any type of strike or work stoppage which results in a reduction in the regular professional duties or employment obligations of any school district employees.

B. This provision shall not preclude any member of the bargaining unit from taking any necessary actions to protect his/her personal health or safety or the health or safety of others.

15.03 MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Board retains the rights, powers, duties, and obligations of management conferred upon and vested in it by law, including those specified in ORC Section 4117.08(C).

ARTICLE XVI – RESIDENT EDUCATOR PROGRAM

The parties agree to comply with State law regarding the Resident Educator Program.

Mentor Compensation

Coordinator	--	8% of BA-0 Base
First Year Mentors	--	3% of BA-0 Base
Second Year Mentors	--	2% of BA-0 Base
Facilitator (as needed)	--	2% of BA-0 Base

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ARTICLE XVII – DRUG AND ALCOHOL FREE WORKPLACE

17.01 PROHIBITED CONDUCT

No bargaining unit member shall manufacture, distribute, dispense, possess, use or be under the influence of a controlled substance and/or alcohol during the work hours or at any activity or function sponsored by or related to employment of the Board. "Premises" includes vehicles owned by or being driven on behalf of the Board, as well as parking lots, playgrounds, and other property owned by the Board. "Controlled substances" means any drug subject to Federal or state regulations as to manufacture, distribution, sales, and use including but not limited to cannabis, cocaine, amphetamines, barbiturates, and heroine.

17.02 DRUG-RELATED CRIMINAL CONVICTION

Bargaining unit members convicted of violating any Federal, state or local criminal drug statute, where the violation occurred during work hours, or on Board premises, must report the conviction to the Superintendent within five (5) working days of the conviction.

17.03 TESTING

The Board may require an employee to under go medical testing for the use of alcohol and/or controlled substances if it has reasonable suspicion that the bargaining unit member is under the influence of alcohol and/or controlled drugs or has used such substances on school premises, or at any activity or function sponsored by or related to the bargaining unit member's employment. At no time shall the District undertake any random drug testing that is not required by Federal or State Law.

17.04 PENALTIES

Violations may result in severe disciplinary action, up to and including immediate termination, unless the employee uses the Rehabilitation Option described in this policy. Any action against any member for drug abuse offenses must be in accordance with the terms of the Board policy. The Rehabilitation Option is not automatically available for a second offense or for a first offense that is of a very serious nature which presented a clear and present danger to the employee or others.

17.05 REHABILITATION OPTION

The employee may elect to seek rehabilitation through an approved treatment program provided the employee is otherwise eligible for continuing employment. A Re-Entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind altering substance, must be signed by any employee election this Rehabilitation Option. Rehabilitation, whether

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undertaken voluntarily, or in lieu of discipline, shall be entirely at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies.

17.06 ALCOHOL AND OTHER DRUG AWARENESS PROGRAM

Employees will be provided with information concerning alcohol and other drug abuse, as follows:

A. The Superintendent will maintain information on community resources and employee benefits available to employees for assistance in dealing with chemical dependency problems.

B. Each year, there will be available for each employee at least one educational opportunity addressing the physical, mental and emotional dangers of alcohol and other drug abuse, as well as rehabilitation assistance resources available to employees. (Such educational opportunities may include: in-service programs, discussion, presentations at employee meetings, providing literature or seminars).

17.07 CONFIDENTIALITY

Information provided to administrative personnel as to any problem related to alcohol and other drug abuse or chemical dependency shall be considered part of the employee's medical record, and shall be confidential and marked as such. Except as may be required by law, no personal may discuss or otherwise divulge any information concerning such matters.

ARTICLE XVIII – DURATION AND OTHER EFFECTS OF THE AGREEMENT

18.01 DURATION

A. This Agreement shall be effective upon ratification by the Association and adoption of the Board and shall be in effect from July 1, 2024, through June 30, 2027.

B. If after the exhaustion of the dispute resolution procedure, the parties have not reached agreement, the NCTA may exercise its right to strike under Section 4117.14 of the ORC.

C. The parties agree that this contract may be re-opened at the request of either party if Article X. (Insurance Benefits) is affected or comes under the jurisdiction of House Bill #66 or any other legislation.

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18.02 COPIES OF THE AGREEMENT

Within thirty (30) days after this Agreement is signed, copies shall be printed at the joint expense of the Board and the Association. Copies shall be printed in booklet form. Thirty (30) additional copies shall be provided to the Association for distribution to each currently employed teacher and new teachers hired during the term hereof. In addition, the Board and the Association shall each be supplied with additional copies as needed. Any subsequent revisions or amendments to this Agreement shall also be printed at the joint expense in the same quantity and distributed in the same manner.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 27th day of November, 2024, by the representatives whose signatures appear below.

NORTON CITY SCHOOL DISTRICT BOARD OF EDUCATION

By _____
President

By _____
Superintendent

By _____
Treasurer

NORTON CLASSROOM TEACHERS ASSOCIATION

By _____
President

By _____
Bargaining Team Member

By _____
Bargaining Team Member

By _____
Bargaining Team Member

By _____
OEA Labor Relations Consultant

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APPENDIX A

Norton City Schools
Teacher Salary Schedule

FY 2024-2025 4.0%

Years	Bachelor Degree	Bachelor + 15 Sem. Hours	Masters Degree	Master + 15 Sem. Hours	Master + 30 Sem. Hours
0	1.00 40,103	1.02 40,906	1.05 42,109	1.07 42,911	1.09 43,713
1	1.04 41,708	1.06 42,510	1.10 44,115	1.12 44,916	1.14 45,718
2	1.08 43,312	1.11 44,515	1.16 46,520	1.18 47,322	1.2 48,124
3	1.13 45,317	1.16 46,520	1.22 48,926	1.24 49,728	1.26 50,530
4	1.18 47,323	1.21 48,526	1.28 51,332	1.3 52,134	1.32 52,937
5	1.23 49,328	1.27 50,931	1.34 53,740	1.36 54,541	1.38 55,343
6	1.28 51,332	1.33 53,338	1.41 56,546	1.43 57,348	1.45 58,150
7	1.33 53,338	1.39 55,744	1.48 59,354	1.5 60,155	1.52 60,957
8	1.39 55,744	1.46 58,151	1.55 62,160	1.57 62,962	1.59 63,764
9	1.45 58,151	1.52 60,957	1.63 65,369	1.65 66,171	1.67 66,973
10	1.51 60,556	1.59 63,765	1.71 68,577	1.73 69,379	1.75 70,181
11	1.57 62,963	1.66 66,572	1.80 72,187	1.82 72,988	1.84 73,790
12	1.64 65,771	1.73 69,379	1.89 75,797	1.91 76,598	1.93 77,400
13	1.68 67,374	1.77 70,983	1.94 77,802	1.96 78,603	1.98 79,405
17	1.70 68,176	1.79 71,785	1.96 78,604	1.98 79,405	2 80,207
20	1.73 69,379	1.82 72,988	1.99 79,807	2.01 80,608	2.03 81,410
23	1.76 70,582	1.85 74,191	2.02 81,009	2.04 81,811	2.06 82,613
26	1.81 72,587	1.9 76,197	2.07 83,015	2.085 83,616	2.11 84,618
28	1.82991 73,386	1.92 77,036	2.09277 83,927	2.107935 84,535	2.16 86,623

**Work of the District (per hour) $ 31.14

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APPENDIX B

Norton City Schools
Teacher Salary Schedule

FY 2025-2026 3.1%

Years	Bachelor Degree	Bachelor + 15 Sem. Hours	Masters Degree	Master + 15 Sem. Hours	Master + 30 Sem. Hours
0	1.00 41,347	1.02 42,174	1.05 43,414	1.07 44,241	1.09 45,068
1	1.04 43,001	1.06 43,827	1.10 45,482	1.12 46,308	1.14 47,135
2	1.08 44,654	1.11 45,895	1.16 47,962	1.18 48,789	1.2 49,616
3	1.13 46,722	1.16 47,962	1.22 50,443	1.24 51,270	1.26 52,097
4	1.18 48,790	1.21 50,030	1.28 52,924	1.3 53,751	1.32 54,578
5	1.23 50,857	1.27 52,510	1.34 55,406	1.36 56,231	1.38 57,058
6	1.28 52,924	1.33 54,991	1.41 58,299	1.43 59,126	1.45 59,953
7	1.33 54,991	1.39 57,472	1.48 61,194	1.5 62,020	1.52 62,847
8	1.39 57,472	1.45 59,954	1.55 64,087	1.57 64,914	1.59 65,741
9	1.45 59,954	1.52 62,847	1.63 67,395	1.65 68,222	1.67 69,049
10	1.51 62,433	1.59 65,742	1.71 70,703	1.73 71,530	1.75 72,357
11	1.57 64,915	1.66 68,635	1.80 74,425	1.82 75,251	1.84 76,078
12	1.64 67,810	1.73 71,530	1.89 78,146	1.91 78,972	1.93 79,799
13	1.68 69,462	1.77 73,184	1.94 80,213	1.96 81,039	1.98 81,866
17	1.70 70,289	1.79 74,010	1.96 81,040	1.98 81,866	2 82,693
20	1.73 71,530	1.82 75,251	1.99 82,281	2.01 83,107	2.03 83,934
23	1.76 72,770	1.85 76,491	2.02 83,520	2.04 84,347	2.06 85,174
26	1.81 74,837	1.9 78,559	2.07 85,589	2.085 86,208	2.11 87,241
28	1.82991 75,661	1.92 79,424	2.09277 86,529	2.107935 87,156	2.16 89,309

**Work of the District (per hour) $ 32.10

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APPENDIX C

Norton City Schools
Teacher Salary Schedule

FY 2026-2027 3.0%

Years	Bachelor Degree	Bachelor + 15 Sem. Hours	Masters Degree	Master + 15 Sem. Hours	Master + 30 Sem. Hours
0	1.00 42,587	1.02 43,439	1.05 44,716	1.07 45,568	1.09 46,420
1	1.04 44,291	1.06 45,142	1.10 46,847	1.12 47,697	1.14 48,549
2	1.08 45,994	1.11 47,272	1.16 49,401	1.18 50,253	1.2 51,104
3	1.13 48,123	1.16 49,401	1.22 51,956	1.24 52,808	1.26 53,660
4	1.18 50,254	1.21 51,531	1.28 54,511	1.3 55,363	1.32 56,215
5	1.23 52,383	1.27 54,086	1.34 57,068	1.36 57,918	1.38 58,770
6	1.28 54,511	1.33 56,641	1.41 60,048	1.43 60,899	1.45 61,751
7	1.33 56,641	1.39 59,196	1.48 63,030	1.5 63,881	1.52 64,732
8	1.39 59,196	1.45 61,752	1.55 66,010	1.57 66,862	1.59 67,713
9	1.45 61,752	1.52 64,732	1.63 69,417	1.65 70,269	1.67 71,120
10	1.51 64,306	1.59 67,714	1.71 72,824	1.73 73,676	1.75 74,527
11	1.57 66,863	1.66 70,694	1.80 76,658	1.82 77,508	1.84 78,360
12	1.64 69,844	1.73 73,676	1.89 80,491	1.91 81,341	1.93 82,193
13	1.68 71,546	1.77 75,379	1.94 82,620	1.96 83,471	1.98 84,322
17	1.70 72,398	1.79 76,231	1.96 83,472	1.98 84,322	2 85,174
20	1.73 73,676	1.82 77,508	1.99 84,749	2.01 85,600	2.03 86,452
23	1.76 74,953	1.85 78,786	2.02 86,026	2.04 86,878	2.06 87,729
26	1.81 77,083	1.9 80,915	2.07 88,155	2.085 88,794	2.11 89,859
28	1.82991 77,930	1.92 81,806	2.09277 89,125	2.107935 89,771	2.16 91,988

**Work of the District (per hour) $ 33.06

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Appendix D-1 – Self-Assessment Summary Tool

Ohio Teacher Evaluation System | **Self-Assessment**

Self-Assessment Summary Tool

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify <u>two</u> priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Name:
Date:

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio's Learning Standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio's Learning Standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

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Appendix D-2: Professional Growth Plan



Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed (Skilled) ☐ Evaluator Guided (Developing)

Choose the Domain(s) aligned to the goal(s).

☐ Focus for Learning
☐ Knowledge of Students
☐ Lesson Delivery
☐ Classroom Environment
☐ Assessment of Student Learning
☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on *Ohio Standards for the Teaching Profession*	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed

Describe the alignment to district and/or building improvement plan(s):

Comments:

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.



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Appendix D-3: Improvement Plan

#EachChildOurFuture

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of Ineffective. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area(s) or Concern(s) Observed	Specific Statement of the Concern(s): Area(s) of Improvement

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on *Ohio Standards for the Teaching Profession*	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Ohio Department of Education

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Appendix D-3, continued: Improvement Plan

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Appendix D-4: IP/Evaluation of the Plan

#EachChildOurFuture

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.
- ☐ The Improvement Plan should continue for time specified: _____.
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support the recommended action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates I have been advised of my performance status; it does not necessarily imply I agree with this evaluation.

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Ohio | Department of Education

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Appendix D-5: Teacher Performance Evaluation Rubric

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s) The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher

Appendix D-5: Teacher Performance Evaluation Rubric, continued

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
					plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS	**Planning instruction for**	The teacher's instructional plan makes	The teacher's instructional plan makes minimal	The teacher's instructional plan reflects connections to	The teacher's instructional plan reflects consistent

Appendix D-5: Teacher Performance Evaluation Rubric, continued

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	the whole child Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	connections to student experiences, culture, developmental characteristics or student backgrounds.	student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests	connections to student experiences, culture and developmental characteristics These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference,*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication

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Appendix D-5: Teacher Performance Evaluation Rubric, continued

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review		strategies. There is no student engagement. The teacher does not give students feedback.	demonstrate little engagement in the lesson Feedback to students is general, occasional or limited and may not always support student learning.	The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning	strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
LESSON DELIVERY *(continued)*	**Student-centered learning** Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines

Appendix D-5: Teacher Performance Evaluation Rubric, continued

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	independent, collaborative and whole class learning opportunities to maximize student learning Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference post-conference*	**Classroom routines and procedures** Element 5 5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.

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Appendix D-5: Teacher Performance Evaluation Rubric, continued

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review, student surveys	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment)	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated

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Appendix D-5: Teacher Performance Evaluation Rubric, continued

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES	**Communication and collaboration with families**	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with	The teacher uses effective and appropriate communication and engagement strategies	The teacher uses multiple effective and appropriate communication and engagement strategies with individual

Appendix D-5: Teacher Performance Evaluation Rubric, continued

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
(Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	Element 6.1 Element 6.2		students and families. These do not contribute adequately to student learning, well-being and development.	with students and families, resulting in partnerships that contribute to student learning, well-being and development	students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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Appendix D-5: Teacher Performance Evaluation Rubric, continued

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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Appendix D-6: Classroom Walkthroughs and Informal Observations

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

Teacher Name: Grade(s)/Subject Area(s): Date:

Evaluator Name: Time Walkthrough Begins: Time Walkthrough Ends:

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐ Instructional time is used effectively	☐ Information is presented in multiple formats
☐ Teacher combines collaborative and whole class learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐ Feedback is substantive, specific, timely and supports student learning
☐ Lesson makes clear and coherent connections with student prior learning and future learning	☐ Teacher selects, develops and uses multiple assessments
☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐ Teacher uses differentiated instructional strategies and resources for groups of students
☐ Other:	☐ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ Photocopy to Teacher

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Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

Teacher Name: Grade(s)/Subject Area(s): Date:

Evaluator Name: Time Walkthrough Begins: Time Walkthrough Ends:

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ Photocopy to Teacher

Appendix D-7: Final Holistic Rating Forms

#EachChildOurFuture

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation Focus Area(s): ☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery ☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

Ohio Department of Education

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Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:	**Dates:**	
Mark Domain Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: Comments:	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐End of Cycle (Full evaluation required in the next school year)

☐Check here if Improvement Plan has been recommended

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

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APPENDIX E-1

NORTON CITY SCHOOL DISTRICT
WRITTEN GRIEVANCE FORM

Date _____

A copy is sent to the following:

Superintendent _____
PR & R Chairman _____
NCTA President _____

Other Parties (presently involved only)

Principal _____
Grievant _____
Grievee(s) _____

I. Who are the persons involved in the incident? _____

II. What is your complaint? (Identify article and section of Contract violated) _____

III. When did the incident occur? _____

IV. Where did the alleged violation occur? _____

V. Why did it occur? (What events led to its occurrence?) _____

VI. What is the relief sought? _____

VII. Have you discussed this with your supervisor? (Informal Step)

YES _____ NO _____

If yes, what action has been taken? _____

Signature of Grievant _____

Initiating Grievance _____ Level _____

Initials of the PR&R Delivery Agent _____

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APPENDIX E-2

NORTON CITY SCHOOL DISTRICT
GRIEVANCE DECISIONS FORMS

STEP I (FORMAL) DECISION_____

_____

_____

_____

_____ Signature_____
Date Administrative Representative

Signature_____
Grievant and/or Association Representative

STEP II (FORMAL) DECISION_____

_____

_____

_____

_____ Signature_____
Date Superintendent or Designee

Signature_____
Grievant and/or Association Representative

STEP III (FORMAL DECISION)_____

_____

_____

_____

_____ Signature_____
Date Board Representative

Signature_____
Grievant and/or Association Representative

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APPENDIX F

NORTON CITY SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE

	4 Years	5-9 Years	Years 10 -14	Years 15+
	Percentage	Percentage	Percentage	Percentage
Athletics				
Faculty Manager				
Fall	3.8	4.5	5.3	6.1
Winter	3.8	4.5	5.3	6.1
Spring	3.8	4.5	5.3	6.1
Coaching				
Bowling				
Head Coach	8	9.2	10.4	11.6
Junior Varsity	5	5.8	6.6	7.4
Football				
Head Coach	17.7	19.6	22.2	24.8
Assistant Coach	12	13.8	15.6	17.4
9th Grade Coach	11	12.7	14.4	16.1
9th Grade Assistant	9	10.4	11.8	13.2
Middle School Coach	9	10.4	11.8	13.2
Middle School Assistant	8	9.2	10.4	11.6
Cheerleaders				
HS Football	5	5.8	6.6	7.4
HS Basketball	5	5.8	6.6	7.4
JV Football	3	3.5	4	4.5
JV Basketball	3	3.5	4	4.5
MS Football	2.5	2.9	3.3	3.7
MS Basketball	2.5	2.9	3.3	3.7
Cross Country				
Head Coach	9	10.4	11.8	13.2
Assistant Coach	6	6.9	7.8	8.7

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Golf				
Head Coach	8	9.2	10.4	11.6
Junior Varsity	5	5.8	6.6	7.4
Soccer				
Head Coach	12	13.8	15.6	17.4
Assistant Coach	8	9.2	10.4	11.6
Junior Varsity	8.1	9.2		10.3
Volleyball				
Head Coach	12	13.8	15.6	17.4
Junior Varsity	8	9.2	10.4	11.6
9th Grade	7	8.1	9.2	10.3
8th Grade	8	9.2	10.4	11.6
7th Grade	8	9.2	10.4	11.6
Basketball				
Head Coach	17.7	19.6	22.2	24.8
Assistant Coach	11	12.7	14.4	16.1
Junior Varsity	12	13.8	15.6	17.4
9th Grade	9	10.4	11.8	13.2
8th Grade	8	9.2	10.4	11.6
7th Grade	8	9.2	10.4	11.6
Wrestling				
Head Coach	17.7	19.6	22.2	24.8
Assistant Coach	11	12.7	14.4	16.1
Junior Varsity	12	13.8	15.6	17.4
Middle School Coach	8	9.2	10.4	11.6
Middle School Assistant	6	6.9	7.8	8.7
Track				
Head Coach	12	13.8	15.6	17.4
Assistant Coach	8	9.2	10.4	11.6
Middle School Coach	8	9.2	10.4	11.6
Baseball				
Head Coach	12	13.8	15.6	17.4
Assistant Coach	8	9.2	10.4	11.6
Junior Varsity (B) Coach	8	9.2	10.4	11.6

Softball				
Head Coach	12	13.8	15.6	17.4
Assistant Coach	8	9.2	10.4	11.6
Junior Varsity (B) Coach	8	9.2	10.4	11.6
Tennis				
Head Coach	8	9.2	10.4	11.6
Junior Varsity	5	5.8	6.6	7.4
Weight Room				
Per Season	4	4.5	5	5.5

	4 Years	5-9 Years	Years 10 -14	Years 15+
	Percentage	Percentage	Percentage	Percentage
Co-Curricular				
Clubs				
Academic Challenge	3.25	3.8	4.3	4.8
Academic Challenge (MS)	*2.25*	*2.6*	*3*	*3.4*
Ambassador Program	2.25	2.6	3	3.4
Art Club	2.25	2.6	3	3.4
Builders Club (MS)	*2.25*	*2.6*	*3*	*3.4*
Be The Change Club (MS)	*2.25*	*2.6*	*3*	*3.4*
Biology Honorary	2.25	2.6	3	3.4
Chess Club	2.25	2.6	3	3.4
Homecoming	0.75	0.85	0.95	1.05
Key Club	2.25	2.6	3	3.4
National Honor Society	2.25	2.6	3	3.4
National Junior Honor Society	2.25	2.6	3	3.4
Nortonian	Free Period			
P.A.L.S (MS)	2.25	2.6	3	3.4
PEP	2.25	2.6	3	3.4
Prom Advisor	2.25	2.6	3	3.4
SADD Advisor	2.25	2.6	3	3.4
Ski Club	2	2.3	2.6	3.4
Spanish	2.25	2.6	3	3.4
Student Council (HS)	2.25	2.6	3	3.4
Student Council (MS)	2.25	2.6	3	3.4
Yearbook (MS)	$400			
Yearbook Elementary	$400			

Yearbook Primary	$400			
Career Tech Student Organizations				
CBI	2.25	2.6	3	3.4
FCCLA	2.25	2.6	3	3.4
Masonary	2.25	2.6	3	3.4
Sports Medicine	2.25	2.6	3	3.4
Performing Arts Center Manager				
PAC Manager	*11*	*12.7*	*14.4*	*16.1*
Music				
Vocal				
High School	5.25	6.1	6.9	7.7
Middle School	2	2.3	2.6	3.4
Elementary School Advisor	2	2.3	2.6	3.4
Instrumental				
Band Director, Marching	16	18.4	20.8	23.2
Assistant, Marching	10.5	12.1	13.7	15.3
Winter Guard (HS)	5	5.8	6.6	7.4
Percussion (HS)	5	5.8	6.6	7.4
Pep Band	$500	$500	$500	$500
Forensics – Dramatics				
Director of Speech & Drama	5.25	6.1	6.9	7.7
Forensics				
Debate	11.5	13.3	15.1	16.9
Individual Events	11.5	13.3	15.1	16.9
Forensic Assistant	2.25	2.6	3	3.4
Speech and Debate (MS)	2.25	2.6	3	3.4
Drama Directors				
Play – Fall	6.25	7.2	8.2	9.2
Play – Winter	6.25	7.2	8.2	9.2
Play - Spring	6.25	7.2	8.2	9.2
Musical	11.5	13.3	15.1	16.9
Tech Theater	6.25	7.2	8.2	9.2
Play Director (MS)	4.25	4.9	5.6	6.3

Academic				
Leadership Team(BLT / DLT)	*2*	*TBD*	*TBD*	*TBD*

Individuals Interested must submit letter of interest to building Principal

HS - 1 from each of the following: ELA, Math, Science, Social Studies, Special Education, Elective

MS - 1 from each of the following: 5, 6, 7 ,8 grades, Special Education, Electives

NES - 1 from each of the following: 1,2,3,4 grades, Special Education, Specials

Primary - 1 from each of the following: PreK, Kindergarten, Specials

High School				
Graduation	1.2	1.4	1.6	1.8
Per person up to a maximum of three advisors to be recommended by building principal				
if 180-day school year with post-school year graduation implemented.				
Discretionary Building Level				

One Per Building/per year	*$250*
This is only to be used in start up clubs/activities in their second year that have significant participation after the first year. Offering of contract at discretion of Board	
Individuals interested in starting clubs must first receive approval from Building Principal	
All other Current Contract Language will move forward with changes if agreed upon	

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APPENDIX G

Benefit Summary – Medical/Prescription

Blue Access (PPO)

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$1,200/$2,400 (see wellness)	$2,400/$4,800
Out-of-Pocket Limit (Single/Family)	$2,400/$4,800	$4,800/$9,600
Physician Home and Office Services (PCP/SCP)		
Primary Care Physician (PCP)/	$30	30%
Specialty Care Physician (SCP)	$40	
Including Office Surgeries and allergy serum:		
allergy injections (PCP and SCP)	$10	40%
allergy testing	20%	40%
MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies,	20%	40%
Non-maternity related Ultrasounds and pharmaceutical products		
Preventive Care Services		
Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations[1], Annual diabetic eye exam, Vision and Hearing screenings		
Physician Home and Office Visits (PCP/SCP)	No copayment/coinsurance	40%
Other Outpatient Services @ Hospital/Alternative Care Facility	No copayment/coinsurance	40%
Emergency and Urgent Care		
Emergency Room Services facility/other covered services (copayment waived if admitted)	$150	$200
Urgent CareCenter Services	$40	40%
MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products	20%	40%
Allergy injections	$10	40%
Allergy testing	20%	40%
Inpatient and Outpatient Professional Services Include but are not limited to:	20%	40%
Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams		
Blue 5.0		
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for:	20%	40%
60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)		
120 days for skilled nursing facility		

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Covered Benefits	Network	Non-Network
Outpatient Surgery Hospital/Alternative Care Facility Surgery and administration of general anesthesia	20%	40%
Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 90 visits (excludes IV Therapy) Durable Medical Equipment and Orthotics Prosthetic Devices Prosthetic Limbs Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services	20% 20% 20%	40% 40% 40%
Outpatient Therapy Services (Combined Network & Non-Network limits) Physician Home and Office Visits (PCP) Specialist Home and Office Visits (SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: Cardiac Rehabilitation Unlimited Pulmonary Rehabilitation Unlimited Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 30 visits Speech therapy: 30 visits	 $30 $40 20%	 40% 40% 40%
Accidental Dental: unlimited	Copayments/Coinsurance based on setting where covered services are received	40%
Behavioral Health: **Mental Illness and Substance Abuse**[2] Inpatient Facility Services Inpatient Professional Services Physician Home and Office Visits (PCP) Specialist Home and Office Visits (SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 20% 20% $30 $30 20%	 40% 40% 40% 40% 40%
Human Organ and Tissue Transplants[3] Acquisition and transplant procedures, harvest and storage.	20%	40%

Covered Benefits	Network	Non-Network
Prescription Drugs **Network Tier structure equals 1/2/3** **Network Retail Pharmacies:** (30-day supply) **Anthem Rx Direct Mail Service:** (90-day supply) Medicare RX - Wrap **Specialty Medications** must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	 $15/$30/$60/10% Max $1500/year $30/$60/$120/10% Max $1500/year **Out of Pocket Limit:** None	 50% min $30[5] Not covered
Lifetime Maximum	Unlimited	Unlimited

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 only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles and coinsurance and out-of-pocket maximums accumulate towards each other.
- Dependent Age: to end of the month which the child attains age 26
- When allergy injections are rendered with a Physicians 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 copayment/coinsurance 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.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies including diabetic test strips.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- 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.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
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 avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Exclusion Period:
We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements and excludes members under age 19):
12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6-month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

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Benefit Summary – Dental

Blue Access 100/200/300

Annual Deductible

Individual/Family — **$50 Individual / $100 Family**

Combined In and Out of Network — **$ 1,500**

Annual Maximum

Services	PPO Dentists (In-network)	Non-PPO (Out-of-network)
Diagnostic and preventive o Oral evaluations, x-rays, Cleanings o Sealants and fluoride, Space maintainers	**NCS/No deductible**	**NCS/No deductible**
Minor restorative o Emergency palliative pain treatment o Amalgam restorations (fillings), Composite restoration (fillings) o Sedative fillings	**30% after deductible**	**30% after deductible**
Oral surgery o Simple extractions, Removal of impacted teeth, General anesthesia	**30% after deductible**	**30% after deductible**
Endodontic services o Root Canal Therapy, Therapeutic pulpotomy, Direct pulp capping	**30% after deductible**	**30% after deductible**
Periodontal services o Scaling and root planing, Gingivectomy, Osseous surgery, Soft tissue grafts	**30% after deductible**	**30% after deductible**
Prosthodontic Services o Crowns, Removable complete and partial dentures o Bridge repair o Implants o Missing Teeth	**40% after deductible** Not Covered Covered	**40% after deductible** Not Covered Covered
Orthodontic Services o Examinations, Records o Tooth guidance, Repositioning (straightening) of the teeth	**40%/No deductible**	**40%/No deductible**
Orthodontic Maximum	**$1,500**	
Orthodontic Age Limit	**Adult & Child to Age 19**	

Limitations — Below is a partial listing of some of the limitations. Please see Certificate for full list:

- **Oral Evaluations**. Limited to two per year.
- **Prophylaxis or Periodontal Maintenance Procedure**. Limited to two treatments per year, singly or in combination.
- **Fluoride treatments**. Limited to two per year for children up to age 19.
- **X-rays**. Limited to one set of full-mouth x-rays or its equivalent once every five years. Periapical x-rays are limited to 4 films per year.
- **Bitewing X-rays**. Limited to one set of up to 4 films twice per year to age 19 and once per year thereafter.
- **Sealants.** Limited to children under 16 years of age for permanent unrestored first and second molars. Treatment is limited to two applications per tooth per lifetime.
- **Space Maintainers**. Limited to once per quadrant per lifetime for children up to age 16. Includes all adjustments within six months of placement.
- **Palliative Emergency Treatment**. Limited to twice per year.
- **Sedative Filling**. Limited to once per tooth in any 24-month period.
- **Amalgam or Composite Resin Restorations (fillings).** Limited to once per surface per tooth every 24 months.
- **Periodontal Scaling and Root Planing**. Limited to once per quadrant every 24 months.
- **Periodontal Surgery**. Limited to once per quadrant in any three years.
- **Crown Lengthening**. Limited to once per tooth per lifetime.
- **Root Canal Therapy**. Root canal therapy limited to one initial treatment per tooth and one retreatment per tooth – for permanent teeth only.
- **General Anesthesia**. Covered only when used in conjunction with covered oral surgical procedures.

Exclusions — Below is a partial listing of non-covered services. Please see Certificate for full list:

- Experimental or investigative procedures
- Cosmetic dentistry
- Procedures requiring appliances or restorations to alter, restore or maintain occlusion
- Harmful habit appliances
- Charges for lost or stolen dentures or appliances or for a duplicate prosthetic device or appliance
- Prescribed drugs, pre-medication or analgesia (includes nitrous oxide)
- Charges for the extraction of immature erupting third molars and nonpathologic, asymptomatic third molars
- Malignancies and neoplasms and the removal of tumors, cysts, and foreign bodies
- Charrges for tobacco counseling, oral hygiene instruction, dietary planning or behavior management
- Treatment for temporomandibular joint disorder (TMJ)
- Occlusal guards, adjustments
- Hospital costs
- Replacement of teeth missing prior to coverage under this Plan
- Services or treatments that are not medically necessary
- Charges for missed or cancelled appointments
- Prosthodontic services unless specifically included under Covered Services
- Orthodontic services unless specifically included under Covered Services

Covered Benefits	Network	Non-Network
Vision Examination Including dilation and refraction as needed Covered once every **12 months**	$20 copayment	Up to $42
Prescription Lenses (Pair) • Standard plastic lenses up to 55mm; and all ranges of prescriptions Covered once every 24 months • Single Vision Lenses (pair) • Bifocal Lenses (Pair) • Trifocal Lenses (Pair)	$20 copayment	 Up to $40 Up to $60 Up to $80
Frames • Covered one every 24 months	No copayment, up to $130 retail value	Up to $45
Contact Lenses (in lieu of frame and lens benefits) Covered one every 24 months • Contact Lenses (Elective) • Contact Lenses (Non-Elective)	 No copayment, up to $130 retail value No copayment	 Up to $105 Up to $210
Lens Options • UV Coating • Tint (Solid & Gradient) • Standard Scratch-Resistance • Standard Polycarbonate • Standard Progressive (Add-on to bifocal copayment) • Standard Anti-Reflective Coating • Other Add-ons and Services	 $15 $15 $15 $40 $65 $45 20% off retail	**Discounts on lens option upgrades are not available out-of-network.**

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NORTON CITY SCHOOL DISTRICT

Wellness

Beginning with the 2013/2014 contract year, the district's existing voluntary wellness program will be expanded. The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual. The district's objective is to encourage modifications of member health status and enhance personal well-being and productivity, with a goal of preventing injury and illness.

The program will include the following provisions:

(1) An annual voluntary onsite biometric screening or physician directed preventive exam will be provided at no cost to the employee. Onsite biometric screenings or physician directed examinations shall be conducted around the summer/fall of each calendar year. The screening shall provide (but not be limited in application to as determined by the District) confidential employee information in four (4) key wellness categories:

- Non-smoker or participation in a smoking cessation program
- Low density Li-protein (LDL)/High-density Li-protein (HDL) and Total Cholesterol
- Body Mass Index (BMI)
- Blood Pressure (BP)

(2) Effective January 1, 2014, employees who voluntarily participated in the 2013 onsite biometric screening or physician directed preventive exam earn health credits applicable to the 2014 calendar year. The value of health credits in the 2014 calendar year will be issued exclusively based on the employee's participation in either the onsite biometric screening or physician directed preventive exam. Single enrollees shall earn a health credit of $800 against their calendar year deductible. Family enrollees shall earn a health credit of $1600 against their deductible. Deductible credits are non-transferable and are only valid against claims incurred and applicable to the deductible during the 2014 calendar year.

(3) Effective January 1, 2015, employees who voluntarily participated in the 2014 onsite biometric screening or physician directed preventive exam will have the opportunity to earn health credits. The value of health credits in the 2015 calendar year will be based on five key biometric components. Each component shall be equal to a credit value of $160 for single enrollees or $320 for family enrollees. In no event will the total value of credits exceed $800 for a single enrollee or $1600 for a family enrollee. Deductible credits are non-transferable and are only valid against claims incurred and applicable to the deductible during the 2015 calendar year.

Beginning in 2015 and applicable for each subsequent calendar year, credits shall be issued subject to the terms and conditions outlined herein, credits shall be provided on the following basis:

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- Participation in the immediately preceding period's (i.e., fall 2014 for 2015) onsite biometrics initiative or physician directed preventive exam shall be worth $160/single or $320/family.

- Employee certification of being a non-smoker or successful completion of a physician directed smoking cessation program during the year shall be worth $160/single or $320/family.

- Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 240, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth $160/single or $320/family.

- Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth $160/single or $320/family.

- Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their blood pressure or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's blood pressure be in excess of 140/90, a 5% improvement over the prior year's blood pressure provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth $160/single or $320/family.

(4) For each year after 2015, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician directed preventive exam will have the opportunity to earn health credits for the following calendar year. The application of credits and operation of the program will remain as outlined for the 2015 calendar year.

Modifications to the Plan

It is the intent of the parties that modifications to the plan are issued in conjunction with the bargaining unit's ability to earn deductible credits as stated above.

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The Summary of Benefits effective July 1, 2013 shall be modified in compliance with the carrier's standard modification procedure to include the following effective July 1, 2013:

- The plan outlined Preventive care examinations, as outlined by the United States Preventive Services Task Force (USPSTF), shall be covered at 100% without any cost sharing when performed by a PPO network provider.

Norton City Schools Speech and Language Pathologist Evaluation Checklist	2024-2025

Evaluation System Component	Completed
Formal Observation 1 (ETR or Therapy Session) • Brief informal conference may be held preceding observation (optional, pre-conference questions can be shared digitally!) • Observation(must be at least 20 minutes) • Walkthrough (Notes must be provided within 24 hours or at least 5 days if used in the evaluation) • Conference (within 10 days of the observation)	By Jan 20
Formal Observation 2 (ETR or Therapy Session, whichever was not done Observation 1) • Brief informal conference may be held preceding observation (optional) • Observation(must be at least 20 minutes) • Walkthrough (Notes must be provided within 24 hours or at least 5 days if used in the evaluation) • Conference (within 10 days of the observation)	By May 1
Summative Holistic Conference (can be done with formal observation 2) • Final review summative conference (10 days after observation two if not done during conference 2) • Written summative evaluation provided to the SLP : Both SLP and administrator MUST sign and date this final summative evaluation	By May 10
(if necessary) • SLP's with an Ineffective Final Holistic Rating will meet with Evaluator within 10 working days to collaborate in the development of an improvement plan.	By May 20
Non-Formal Observation Year • 1 observation of a minimum of 20 minutes is required • No SLP evidence required in advance • Notes provided to SLP : not in personnel file; scripted like OTES rubric (5 working days of observation) • Face-to-face meeting (10 working days of observation)	By May 1

**SLPs with a Holistic rating of Accomplished shall be formally evaluated every 3 years. A SLP with a rating of Skilled shall be formally evaluated every 2 years.

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Norton City Schools

Speech and Language Pathologist Evaluation Rubric

The Speech and Language Pathologist Performance Evaluation Rubric is to be scored holistically. This means evaluators will assess which level provides the best overall description of the SLP. The rating process is to occur on completion of each 20-30 minute observation and post-conference. To determine the rating for each 20-30 minute observation, the evaluator is to consider evidence gathered during the pre-conference (optional), observation, post-conference and therapy setting walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, SLPs may, but are not required to, bring additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the post-conference.

Planning and Preparation				
Domain 1	Ineffective	Developing	Skilled	Accomplished
1a: Demonstrating Knowledge and Skill in Specialist Therapy Area and Regulations Within and Beyond the School and District *Possible Artifacts* • *evidence of current association memberships, licenses* • *Evidence of participation in high-quality professional development*	SLP demonstrates *little or no* knowledge and skill in the therapy area; does not maintain the necessary certificate or license. SLP is unfamiliar with characteristics of disorders within his/her discipline. SLP is unaware of rules and regulations. SLP does not demonstrate knowledge of therapeutic practices. SLP is unaware of certificate requirements and maintenance.	SLP demonstrates *basic* knowledge and skill in the therapy area; maintains a certificate or license. SLP is familiar with characteristics of disorders within his/her discipline. SLP is able to seek or obtain information concerning rules and regulations. SLP has limited knowledge of therapeutic practices. SLP is aware of requirements and holds a certificate.	SLP demonstrates *thorough* knowledge and skill in the therapy area; maintains a certificate or license. SLP can identify characteristics of disorder within his/her discipline. SLP knows district eligibility or criteria for discipline. SLP has thorough knowledge of best therapeutic practices. SLP maintains certificates.	SLP demonstrates *extensive* knowledge and skill in the therapy area; holds an advanced certificate and/or endorsements or license. SLP knows district eligibility or criteria for discipline. SLP has thorough knowledge of best therapeutic practices. SLP maintains certificates
Evidence:				
1b: Demonstrating Knowledge of Child, Adolescent, and/or Young Adult Development and Therapy Approaches Appropriate to Setting *Possible Artifacts* • *observation* • *SLP interviews* • *self-assessment/*	SLP does *not* demonstrate knowledge of developmental milestones for the therapy program, or his/her approach is inappropriate for either the situation or the age of the students. SLP has no knowledge of resources available concerning developmental norms. SLP demonstrates no knowledge	SLP demonstrates *basic* knowledge of developmental milestones for the therapy program. SLP has limited knowledge of resources available concerning developmental norms. SLP demonstrates limited knowledge of test purpose, ages assessed, and administration technique.	SLP demonstrates *clear* understanding and appropriate application of developmental milestones. SLP has knowledge of resources available concerning developmental norms. SLP demonstrates knowledge of test purpose, ages assessed, and administration technique.	SLP demonstrates *extensive* knowledge of developmental milestones. SLP also systematically acquires knowledge from several sources about individual students' varied approaches to learning, knowledge and skills, and special needs.

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Input from SLP	of test purpose, ages assessed, and administration technique. SLP demonstrates no knowledge of accommodation strategies for student success in the classroom.	SLP demonstrates limited knowledge of accommodation strategies for student success in the classroom	SLP demonstrates knowledge of accommodation strategies for student success in the classroom.	
Evidence				
1c: Establishing Goals for the Therapy Services Appropriate to the Setting and Students Served *Possible Artifacts* • *Observation* • *Input from SLP* • *Review of IEP goals for current students*	SLP has *no clear goals* for the therapy program, or they are inappropriate for either the situation in the school or the age of the students. SLP does not use assessment results, clinical judgment, and current available data to formulate goals. SLP writes goals that are not measurable or appropriate. SLP does not modify goals and objectives based on student progress. SLP does not collect necessary data.	SLP's goals for the therapy program are *basic and are partially suitable* for the situation in the school and the age of the students. SLP inconsistently uses assessment results, clinical judgment, and current available data to formulate goals. SLP writes generalized measurable goals to address students' needs. A limited knowledge of developmental hierarchy is evident in goal writing. SLP modifies goals and objectives based on student progress when directed. SLP collects limited data.	SLP's goals for the therapy program are *clear and appropriate* for the situation in the school and for the age of the students. SLP uses assessment results, clinical judgment, and current available data to formulate goals. SLP writes individualized measurable goals to meet students' specific needs. Goals and objectives are written in a clear developmental hierarchy. SLP modifies goals and objectives based on student progress. SLP maintains data necessary to modify IEP goals as needed.	SLP's goals for the therapy program are *highly appropriate* for the situation in the school and for the age of the students and have been developed following consultations with students' educational teams.
Evidence				
1d: Planning Therapy Services with Appropriate Resources Integrated Within the Educational Environment *Possible Artifacts* • *Observation* • *Input from SLP* • *Student survey; where appropriate*	Therapy plan consists of a *random collection of unrelated activities and/or resources, lacks coherence or an overall structure, and is not related to the IEP goals.* Learning activities are not designed to aid in goal achievement. SLP does not provide appropriately challenging materials and resources. The session is not structured according to allotted time.	Therapy plan is *well organized.* Services are linked and related to the IEP goals. Learning activities are suitable to aid in goal achievement. SLP provides appropriate materials and resources. The session is structured inappropriately for allotted time.	Therapy plan is *well organized and is adapted to suit a variety of program settings.* Therapy planning is IEP driven, incorporating goals of the educational program. Learning activities are specifically designed to aid in goal achievement. SLP provides a variety of appropriately challenging materials and resources. The session is structured according to allotted time.	Therapy plan is *highly coherent* and serves to support students individually, within the broader educational program. Services and aligned resources are appropriately differentiated for individual learners and give opportunity for students' choice.
Evidence				
1e: Demonstrating	SLP demonstrates *little or no*	SLP routinely administers a	SLP consistently *selects and*	SLP *consistently selects and*

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Knowledge and Skill in Selecting and Using Evaluative Instruments to Assess Students and Determine Eligibilities *Possible Artifacts* • *Observation during ETR/IEP* • *Input from SLP* • *Case file review*	*knowledge and skill in selecting and appropriately administering evaluative instruments*, approved by the district, to assess students and determine eligibility. SLP administers assessments with little regard for standardized procedures. SLP does not address eligibility criteria in decision making	*generic set of evaluative instruments*, approved by the district, without regard to the referral concerns when assessing students and determining eligibility. SLP administers assessments with basic understanding of standardized procedures. SLP references eligibility criteria in decision making.	*uses a range of evaluative instruments*, approved by the district, based on the referral concerns to assess students and determine accurate eligibility. SLP administers assessments according to standardized procedures. SLP connects eligibility criteria in decision making.	*uses a wide range of evaluative instruments*, approved by the district, based on the referral concerns and seeks stakeholder input to assess students and determine accurate eligibility.
Evidence				

Professional Environment				
Domain 2	Ineffective	Developing	Skilled	Accomplished
2a: Establishing Rapport with Students and Staff Members *Possible Artifacts* • *Observation during ETR/IEP/building meetings* • *Observation of therapy session* • *Samples of RTI activities*	SLP's interactions with students and staff *are negative or inappropriate*. SLP does not deal with disrespectful behavior and is insensitive to students' ages, cultural backgrounds and developmental levels. Talk between the SLP and students/staff is disrespectful. SLP does not respond to disrespectful behavior among students. SLP does not make general connections with individual students	SLP's interactions with students and staff are *generally appropriate* but may reflect occasional inconsistencies and disregard for students' ages, cultures, and developmental levels. SLP attempts to respond to disrespectful behavior, with uneven results. SLP occasionally responds to disrespectful behavior among students. SLP occasionally makes general connections with individual students. Talk between the SLP and students/staff is somewhat disrespectful.	SLP's *interactions are friendly and demonstrate general caring and respect.* Students and staff exhibit respect for the SLP. Talk between the SLP and students/staff is uniformly respectful. SLP responds to disrespectful behavior among students. SLP makes general connections with individual students.	*Students and staff seek out the SLP, reflecting a high degree of comfort and trust in the relationship.* SLP's interactions are highly respectful, reflecting genuine warmth and caring and sensitivity.
Evidence				
2b: Establishing a Culture for Learning *Possible Artifacts* • *Observation during therapy sessions* • *Input from students;*	The therapy setting is characterized by *a lack of SLP or student commitment to learning*. Hard work is not expected or valued. Medium to low expectations for student achievement are the	The therapy setting is characterized by *little commitment to learning by the SLP or students*. SLP conveys that student success is the result of natural ability rather than hard work. SLP's	The therapy setting is a place where *learning is valued by all, with high expectations for both learning and hard work*. Students understand their role as learners and consistently expend effort to	The therapy culture is an *enriching environment, characterized by a shared belief in the importance of learning*. SLP conveys high expectations for learning by all students and insists on

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• *when appropriate* • *Use of culturally-sensitive materials*	norm. SLP conveys that there is little or no purpose for the work, or that the reasons for doing it are due to external factors. SLP conveys to at least some students that the work is too challenging for them. Students exhibit little or no pride in their work.	energy for the work is neutral; neither indicating a high level of commitment nor ascribing to external forces the need to do the work. SLP conveys high expectations for only some students. Students exhibit a limited commitment to complete the work on their own; many indicate that they are looking for an "easy path." SLP's primary concern appears to be to complete the task at hand.	learn. Therapeutic interactions support learning and hard work. SLP communicates the importance of the content and the conviction that with hard work all can master the material. SLP demonstrates a high regard for students' abilities. SLP conveys an expectation of high levels of effort. Students expend good effort to complete work of high quality.	hard work. Students take initiative with therapeutic activity provided by the SLP.
Evidence				
2c: Managing Student Behavior *Possible Artifacts* • *Observation during therapy sessions* • *Evidence found in the therapy setting of behavioral expectations* • *Input from students; when appropriate* • *Evidence of collaboration with other providers/case managers*	*No standards of conduct have been established and SLP disregards or fails to address negative student behavior during evaluation or therapy.* No apparent standards of conduct are in place. SLP does not monitor student behavior. SLP's response to misbehavior is ineffective.	*Standards of conduct appear to have been established for the therapy setting. SLP's attempts to monitor and correct negative student behavior during evaluation and therapy are partially successful.* Standards of conduct are not evident. Student behavior is generally inappropriate. SLP inconsistently monitors student behavior. SLP's response to misbehavior is inconsistent.	*Standards of conduct have been established and are consistently maintained during the therapy session SLP monitors student behavior against those standards; response to students is appropriate and respectful.* Standards of conduct are established. Student behavior is generally appropriate. SLP frequently monitors student behavior. SLP's response to misbehavior is effective. SLP acknowledges good behavior.	*Standards of conduct have been established for the therapy setting. SLP's monitoring of students is subtle and preventive, and students engage in self-monitoring of behavior.*
Evidence				

Delivery of Services				
Domain 3	Ineffective	Developing	Skilled	Accomplished
3a: Communicating with Students *Possible Artifacts:*	*SLP's language leaves students confused.* The instructional purpose of the activity is unclear to the	*SLP's attempt to explain the activity has limited success and/or directions must be clarified.* SLP's instruction	The instructional purpose of the activity is clearly communicated to students. *Directions and procedures*	SLP links the instructional purpose of the activity to the educational program. *The directions and procedures*

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• *Observations of therapy sessions* • *IEP Data collection forms* • *Evidence found in the therapy setting* • *Input from SLP*	students and directions are confusing. At no time during the activity does the SLP convey what will be learned. There is no opportunity for questions to be clarified. SLP's vocabulary is inappropriate. *Students indicate confusion, physical discomfort, or lack of understanding and SLP does not respond.*	does not invite the students to engage in the activity. SLP does not take into account the individualized level of communicative ability. SLP provides little elaboration or limited explanation about what will be learned. *Students are unable to follow directions without extensive clarification.* SLP's explanation of tasks consists of a monologue with minimal participation. SLP's explanation of tasks is purely procedural without indicating meaning for the student.	*are explained clearly and may be modeled.* Individual communication abilities of the students are considered when providing instruction. SLP states clearly what the students will be learning. If appropriate, SLP models the process to be followed in the task. *Students demonstrate the learning task, indicating understanding.* SLP describes specific strategies students might use, inviting them to interpret the strategies in the context of what they are learning. SLP's vocabulary is appropriate	*are clear and anticipate possible student misunderstanding. Students contribute to the content of the activity by demonstrating practical application of the skill or strategy.*
Evidence				
3b: Implementing Treatment Plans to Maximize Students' Success *Possible Artifacts:* • *Observations of therapy sessions* • *IEP Data collection form* • *Evidence found in the therapy setting* • *Input from SLP*	SLP *fails to implement treatment plans suitable for students, or plans are mismatched with the findings of assessments.* SLP does not use clinical judgment when using therapy materials. Therapy materials are inappropriate for age, development, and assessment areas. Targeted tasks do not match stated goals	SLP's *plans are inconsistently implemented or sporadically aligned with identified needs of students.* SLP randomly selects therapy materials. Therapy materials are sometimes appropriate for age, development, and assessment areas. Targeted tasks partially match stated goals.	SLP's *plans are consistently implemented and aligned with identified needs of students.* SLP uses appropriate clinical judgment when selecting therapy materials. Therapy materials are appropriate for age, development, and assessment areas. Targeted tasks match stated goals.	*SLP implements comprehensive plans for students, finding ways to creatively meet student needs and incorporate many related elements.*
Evidence				
3c: Engaging Students in Learning *Possible Artifacts:* • *Observations of therapy sessions* • *IEP Data collection form* • *Evidence found in the therapy setting* • *Input from SLP*	*Activities, materials, and resources are poorly aligned with the instructional outcomes and plans.* The therapy session has no clearly defined structure or approach, or the pace of the session is too slow or rushed. SLP does not facilitate the therapy session in a manner and pace that is easily followed by students. Materials and resources are	*The activity has a recognizable structure and the activities, materials, and resources align to the instructional outcomes and plans; however, the pacing or approach of the therapy session may not provide students the opportunity to be actively engaged.* SLP struggles to facilitate the therapy session in a manner and pace that is easily	The activity is *fully aligned with instructional outcomes, and the activities, materials and resources are used to challenge students' ability level. The session has a clearly defined structure, and the pacing and approach of the session is appropriate, providing most students multiple opportunities to be actively engaged.* SLP facilitates the therapy session	*Most students are actively engaged through well-implemented therapy tasks using an extensive range of activities, materials, and resources. SLP provides suitable scaffolding and challenges individual students' ability level. The session has a clearly defined structure, and the pacing and approach of the session provides students*

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	not age- and developmentally appropriate. SLP does not use cues/prompts to elicit student response.	followed by students. Materials and resources are partially aligned for age and development. SLP ineffectively utilizes cues/prompts to elicit student response.	in a manner and pace that is easily followed by students. Materials and resources are age- and developmentally appropriate. SLP utilizes cues/prompts to elicit student response.	opportunities to practice activities independently in the therapy session.
Evidence				
3d: Using Assessment in Instruction *Possible Artifacts:* • *Observations of therapy sessions* • *IEP Data collection form* • *Evidence found in the therapy setting* • *Input from SLP* • *Evidence of data collected from therapy sessions*	*Students do not appear to be aware of the assessment criteria, and there is little or no monitoring of student learning; feedback is absent or of poor quality.* Students do not engage in self- or peer-assessment. SLP neglects to collect important information on which to base additional learning activities. SLP gives no indication of what high quality work looks like. SLP makes no effort to make sure students understand. SLP provides no feedback or feedback is global. SLP does not ask students to evaluate their own work. No data is collected	*Students appear to be only partially aware of the assessment criteria, and SLP monitors student learning.* Questions and assessments are rarely used to diagnose evidence of learning. Feedback to students is general, and few students assess their own work. The specialist collects some information on which to base additional learning activities. There is little evidence that students understand how their work will be evaluated. SLP monitors understanding through a single method or without eliciting evidence of understanding. Feedback to students is vague and not oriented to future improvement of work. SLP makes only minor attempts to engage students in self-assessment. Data collection is inconsistent.	*Students appear to be aware of the assessment criteria, and Specialist monitors student learning.* Questions and assessments are regularly used to diagnose evidence of learning. Feedback to students is accurate and specific; some students engage in self-assessment. SLP collects ongoing information on which to base additional learning activities. SLP makes the standards of high quality work clear. SLP elicits evidence of understanding. Students are invited to assess their own work and make improvements. Feedback includes specific and timely guidance. Data collection is consistent and relevant.	*Assessment is fully integrated into instruction, through extensive use of formative assessment.* Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Questions and assessments are used regularly to diagnose evidence of learning by individual students. A variety of forms of feedback, from both teachers and peers, is accurate and specific and advances learning. Students assess and monitor their own progress. SLP successfully differentiates instruction to address individual students' misunderstandings. SLP is proactive in collecting important information on which to base additional learning activities, interviewing teachers and parents if necessary
Evidence				
3e: Demonstrating Flexibility and Responsiveness *Possible Artifacts:* • *Observations of therapy sessions* • *IEP Data collection form*	*SLP ignores students' questions. SLP ignores indications of a student's boredom or lack of understanding.* SLP brushes aside student questions. SLP conveys to students that when they have difficulty	*SLP makes modest changes in the treatment program when confronted with evidence of the need for change.* SLP's efforts to modify the session are only partially successful. SLP makes minor attempts to	*SLP makes revisions in the treatment program when they are needed. When improvising becomes necessary, SLP makes adjustments to the session.* SLP incorporates students' interests and questions into	*SLP seizes an opportunity to enhance learning, building on a spontaneous event or student interests, or successfully adjusts and differentiates instruction to address individual student misunderstandings.* SLP

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• *Evidence found in the therapy setting* • *Input from SLP*	learning. It is their fault. Despite evident student confusion, the SLP makes no attempt to adjust the session.	incorporate students' questions and interests into the session. SLP conveys to students a level of responsibility for their learning but also his/her uncertainty about how to assist them.	the session. SLP conveys to the students that he/she has other approaches to try when they experience difficulty.	continually seeks ways to improve the treatment program and makes revisions to the current and future activities, as needed, in response to student, parent, or teacher input. SLP adheres to the plan or program, in spite of evidence of its inadequacy
Evidence				

Professional Responsibilities				
Domain 4	Ineffective	Developing	Skilled	Accomplished
4a: Maintaining Accurate Records and Reports *Possible Artifacts:* • *Records review* • *IEP Data collection form* • *Evidence found in the therapy setting* • *Input from SLP* • *Records of medicaid billing, IEP/ETR timelines, progress reports*	*SLP's system for maintaining information on student goal progress is nonexistent or in disarray.* SLP's records for non-instructional activities are in disarray, the result being errors and confusion. Recordkeeping timelines are repeatedly not maintained/met. *SLP does not collect data over the course of a semester. Therapy data is never referred to or used in goal creation or goal updates.* There is no communication utilizing therapy data.	*SLP's system for maintaining information on student goal progress is basic and only partially effective.* SLP's records for non-instructional activities are adequate but inefficient and, unless given frequent oversight by specialists, prone to errors. Record-keeping timelines are occasionally not maintained/met. SLP has some data from therapy sessions, but it is kept inconsistently. *Therapy data is seldom referred to when creating therapy materials or goals, and quarterly progress is reported inconsistently.* Therapy data is seldom communicated to other professionals and/or parents.	*SLP's system for maintaining information on student goal progress is fully accurate.* SLP's records for non-instructional activities are maintained in an organized fashion. Record-keeping timelines are maintained/met. SLP can produce his/her data management system. *SLP frequently uses data to gauge student progress and adjust session content. SLP reports goal progress as required by the IEP.* Therapy data is used in communication with family and other professionals.	*SLP's systems for maintaining information on student goal progress and non-instructional records is fully effective. Students contribute information and participate in maintaining the records.*
Evidence				
4b: Communicating with Families *Possible Artifacts:* • *Observations during*	*SLP provides little information about the therapy program to families; SLP's communication about students' progress is*	*SLP makes sporadic attempts at communication with families about the therapy program and about the progress of individual*	*SLP provides frequent and appropriate information to families about the therapy program and conveys information about individual*	*SLP communicates frequently with families in a culturally sensitive manner, with students contributing to the communication. SLP*

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• *meetings (IEP/ETR)* • *Input from SLP*	*minimal.* SLP does not respond, or responds insensitively, to parental concerns. Little or no information regarding the therapy program is available to parents. Families are unaware of their children's progress. Family Engagement activities are lacking. There is some culturally inappropriate communication.	*students but does not attempt to engage families in the program.* Moreover, the communication that does take place may not be culturally sensitive to those families. School- or district created materials about the therapy program are sent home. SLP sends home infrequent or incomplete information about the therapy program. SLP reports quarterly progress but does little else to inform families about student progress	*student progress in a culturally sensitive manner. SLP makes some attempts to engage families in the therapy program.* SLP regularly makes information about the therapy program available. SLP regularly sends home information about student progress. SLP develops activities designed to successfully engage families successfully and appropriately in their children's learning. Most of SLP's communications are appropriate to families' cultural norms.	*responds to family concerns with professional and cultural sensitivity. SLP's efforts to engage families in the therapy program are frequent and successful.*
Evidence				
4c: Participation in Professional Community/Growing and Developing Professionally *Possible Artifacts:* • *Input from SLP*	*SLP's relationships with colleagues are negative or self-serving.* SLP avoids participation in a professional culture of inquiry, resisting opportunities to become involved. SLP's relationships with colleagues are characterized by negativity or combativeness. SLP purposely avoids contributing to activities promoting professional inquiry. *SLP avoids involvement in school activities and district and community projects.SLP engages in no professional development activities to enhance knowledge or skill.* SLP resists feedback on performance from either supervisor or more experienced colleagues. SLP makes no effort to share knowledge with others or to assume professional responsibilities. SLP does not participate in any activity that might enhance knowledge or	*SLP maintains cordial relationships with colleagues to fulfill duties that the school or district requires.* SLP participates in the school's culture of professional inquiry when invited to do so. SLP participates in school and district projects when specifically asked. SLP has cordial relationships with colleagues. *When invited, SLP participates in activities related to professional inquiry. When asked, SLP participates in school activities, as well as district and community projects.SLP participates to a limited extent in professional activities when they are convenient.* SLP engages in a limited way with colleagues and supervisors in professional conversation about practice, including some feedback on teaching performance. SLP finds limited ways to assist other	*SLPs relationships with colleagues are characterized by mutual support and cooperation;* SLP actively participates in a culture of professional inquiry. SLP volunteers to participate in school events and in school and/or district projects, making a substantial contribution. SLP has supportive and collaborative relationships with colleagues. SLP regularly participates in activities related to professional inquiry. *SLP volunteers to participate in school events and school district and community projects.SLP seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.* SLP actively engages with colleagues and supervisors in professional conversation about practice, including feedback about practice. SLP	*SLP's relationships with colleagues are characterized by mutual support and cooperation, with the specialist taking initiative in assuming leadership among the faculty.* SLP takes a leadership role in promoting a culture of professional inquiry. *SLP volunteers to participate in district projects, making a substantial contribution and assuming a leadership role in at least one aspect of school or district life. SLP seeks out opportunities for professional development and makes a systematic effort to conduct action research.* SLP solicits feedback on practice from both supervisors and colleagues. SLP initiates important activities to contribute to the profession.

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	skill. SLP purposefully resists discussing performance with supervisors or colleagues. SLP makes no effort to participate in professional organizations.	specialists and contribute to the profession. SLP participates in professional development when required. SLP reluctantly accepts feedback from supervisors and colleagues. SLP rarely participates in professional organizations.	participates actively in assisting other educators and looks for ways to contribute to the profession. SLP seeks regular opportunities for professional development. SLP welcomes colleagues and supervisors into the classroom for the purposes of gaining insight from their feedback. SLP actively participates in organizations designed to contribute to the profession.	
Evidence				
4d: Showing Professionalism *Possible Artifacts:* • *Observations collaborative meetings* • *Observations of meetings (IEP/ETR)* • *Input from SLP*	*SLP displays dishonesty in interactions with colleagues, students, and the public. SLP is not alert to students' needs and contributes to school practices that result in some students being ill served by the school.* SLP makes decisions and recommendations based on self-serving interest. SLP does not comply with school and district regulations. SLP is dishonest. SLP does not notice the needs of students. SLP engages in practices that are self- serving. SLP willfully rejects school district regulation.	*SLP is honest in interactions with colleagues, students, and the public. SLP's attempts to serve students are inconsistent, and SLP unintentionally contributes to some students being ill served by the school.* SLP's decisions and recommendations are based on limited though genuinely professional considerations. SLP complies minimally with school and district regulations, doing just enough to get by. SLP is honest. SLP notices the needs of students but is inconsistent in addressing them. SLP does not notice that some school practices result in poor conditions for students. SLP makes decisions professionally but on a limited basis. SLP complies with school district guidelines.	*SLP displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public. SLP is active in serving students, working to ensure that all students receive a fair opportunity to succeed.* SLP maintains an open mind in team or departmental decision making. SLP complies fully with school and district regulations. SLP is honest and known for having high standards of integrity. SLP actively addresses student needs. SLP actively works to provide opportunities for student success. SLP willingly participates in team and departmental decision making. SLP complies completely with school district regulations.	*SLP can be counted on to hold the highest standards of honesty, integrity and confidentiality, and takes a leadership role with colleagues. SLP is highly proactive in serving students, seeking out resources when needed.* SLP makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally underserved, are honored in the school. SLP takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards. SLP complies fully with school and district regulations, taking a leadership role with colleagues
Evidence				

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SLP Evaluation Rubric Questions

Planning and Preparation	
How do you demonstrate knowledge and skill in your specialist therapy area and regulations within the schools and district?	
How do you demonstrate knowledge of child, adolescent, and/or young adult development and therapy approaches appropriate to setting.	
How do you establish goals for the therapy services appropriate to the setting and students served?	
How do you plan therapy services with appropriate resources integrated within the educational environment?	
How do you demonstrate knowledge and skill in selecting and using evaluative instruments to assess students and determine eligibility?	

Professional Environment	
How do you establish rapport with students?	
How do you establish rapport with staff?	
How do you establish a culture for learning?	
How do you manage student behavior?	

Delivery of Services	
What do you find your communication style with students to be?	

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What is your strategy for implementing treatment plans for maximizing students' success?	
What are some ways you engage students in learning?	
How do you use assessment in instruction?	
How are some ways you show flexibility and responsiveness?	

Professional Responsibilities	
How do you maintain accurate records and reports	
How do you communicate with families	
Describe any participation in professional communities and how you are growing professionally?	
How do you demonstrate professionalism?	

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Norton City Schools School Psychologist Evaluation Checklist	2024-2025

Evaluation System Component	Completed
Formal Observation 1 (ETR or Observation of different roles across building) • Brief informal conference may be held preceding observation (optional, pre-conference questions can be shared digitally!) • Observation(must be at least 20 minutes) • Walkthrough (Notes must be provided within 24 hours or at least 5 days if used in the evaluation) • Conference (within 10 days of the observation)	By Jan 20
Formal Observation 2 (ETR or Observation of different roles across building, whichever was not done Observation 1) • Brief informal conference may be held preceding observation (optional) • Observation(must be at least 20 minutes) • Walkthrough (Notes must be provided within 24 hours or at least 5 days if used in the evaluation) • Conference (within 10 days of the observation)	By May 1
Summative Holistic Conference (can be done with formal observation 2) • Final review summative conference (10 days after observation two if not done during conference 2) • Written summative evaluation provided to the School Psychologist ; Both School Psychologist and administrator MUST sign and date this final summative evaluation	By May 10
(If necessary) • A School Psychologist with an Ineffective Final Holistic Rating will meet with their Evaluator within 10 working days to collaborate in the development of an improvement plan.	By May 20
Non-Formal Observation Year • 1 observation of a minimum of 20 minutes is required • No School Psychologist evidence required in advance • Notes provided to School Psychologist ; not in personnel file; scripted like OTES rubric (5 working days of observation) • Face-to-face meeting (10 working days of observation)	By May 1

**School Psychologists with a Holistic rating of Accomplished shall be formally evaluated every 3 years. A School Psychologist with a rating of Skilled shall be formally evaluated every 2 years.

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Norton City Schools

School Psychologist Evaluation Rubric

The School Psychologist Performance Evaluation Rubric is to be scored holistically. This means evaluators will assess which level provides the best overall description of the School Psychologist. The rating process is to occur on completion of each 20-30 minute observation and post-conference. To determine the rating for each 20-30 minute observation, the evaluator is to consider evidence gathered during the pre-conference (optional), observation, post-conference and alternative setting walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, School Psychologists may, but are not required to, bring additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the post-conference.

Domain 1: Professional Expertise

Domain 1	Ineffective	Developing	Skilled	Accomplished
1a: Demonstrating knowledge of child and adolescent development and psychopathology	School Psychologist demonstrates little to no knowledge of child and adolescent development and psychopathology	School Psychologist demonstrates basic knowledge of child and adolescent development and psychopathology.	School Psychologist demonstrates thorough knowledge of child and adolescent development and psychopathology.	School Psychologist demonstrates extensive knowledge of child and adolescent development and psychopathology.
Evidence				
1b: Demonstrating knowledge of state and federal regulations.	The School Psychologist demonstrates no knowledge of specific federal and state rules. He or she is not aware of the requirements of informed consent, confidentiality, and due process. The School Psychologist is not able to discuss the basic concepts of IDEA. The School Psychologist is able to discuss the basic concepts of IDEA.	The School Psychologist demonstrates little knowledge of specific federal and state rules. He or she has a limited understanding of the requirements of informed consent, confidentiality, and due process.	The School Psychologist refers to specific federal and state rules verbally and in writing, using appropriate terms when needed. He or she ensures that informed consent has been obtained from parents and/or guardians, including clear and concise explanations of confidentiality and due process. The School Psychologist is able to discuss the essential concepts of IDEA including the definitions of LRE and FAPE.	The School Psychologist has extensive knowledge of and refers to specific federal and state rules verbally and in writing, using precise terms when needed. He or she ensures that informed consent has been obtained from parents and/or guardians, including clear and concise explanations of confidentiality and due process. The School Psychologist has a thorough knowledge of IDEA including the definitions of LRE and FAPE
Evidence				
1c: Demonstrating knowledge of district procedures for responding to referrals for special education	The School Psychologist does not follow district procedures for responding to referrals for special education	The School Psychologist is aware of district procedures in responding to referrals for special education services.	The School Psychologist follows district procedures in responding to referrals for special education services	The School Psychologist follows district procedures in response to referrals for special education services.

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services.	services and shows an unawareness of those procedures.	but is inconsistent in implementing them.	consistently.	thoroughly and consistently.
Evidence				
1d: Demonstrating valid assessment and interpretation.	The School Psychologist uses the same instrument for all children regardless of their age, culture, primary language, or suspected disability. He or she administers the assessment in a haphazard or non-standard manner. The School Psychologist offers no interpretation of the results.	The School Psychologist uses the same assessment instrument for all children regardless of their age, culture, primary language, or suspected disability. He or she administers the assessment in non-standard manner. The School Psychologist offers limited interpretation of the results.	The School Psychologist selects assessment instruments that are valid given the age, culture, primary language, and suspected disability of the child. He or she administers the assessment instruments in a standardized manner and is able to discuss the limitations of the instrument when asked.	The School Psychologist selects assessment instruments that are valid given the age, culture, primary language and suspected disability of the child. He or she administers the assessment instruments in a standardized manner and provides an accurate interpretation. The School Psychologist discusses and includes a written statement regarding the limitations of the instruments in cases where validity or reliability is in question.
Evidence				
1e: Demonstrating knowledge of resources, both within and beyond the school and district.	The School Psychologist demonstrates little to no knowledge of resources for students available through the school or district.	The School Psychologist demonstrates basic knowledge of resources for students available through the school or district.	The School Psychologist demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district.	The School Psychologist demonstrates extensive knowledge of resources for students available through the school or district and in the larger community.
Evidence				

Domain 2: Professional Character

Domain 2	Ineffective	Developing	Skilled	Accomplished
2a: Establishing rapport with students and families	The School Psychologist's interactions with students and families are negative or inappropriate	The School Psychologist's interactions with students and families are a mix of positive and negative. The School Psychologist's efforts at establishing rapport are partially successful	The School Psychologist's interactions with students and families are positive and respectful.	The School Psychologist's interactions with students and families are positive and respectful. Rapport is well established.

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Evidence				
2b:Responding to Referrals.	The School Psychologist fails to consult with colleagues or to tailor evaluations to the questions in the referral.	The School Psychologist consults on a sporadic basis with colleagues, making partially successful attempts to tailor evaluations to the questions in the referral.	The School Psychologist consults frequently with colleagues, tailoring evaluations to the questions in the referral.	The School Psychologist consults frequently with colleagues, contributing his or her own insights and tailoring evaluations to the questions in the referral.
Evidence				
2c: Showing Professionalism	*The School Psychologist fails to understand and follow regulations, polices, and agreements*	The School Psychologist understands and follows district policies and state and federal regulations at a minimal level.	The School Psychologist meets ethical and professional responsibilities with integrity and honesty. The School Psychologist models and upholds district policies and state and federal regulations.	*The School Psychologist meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the school.*
Evidence				

Domain 3: Teamwork				
Domain 3	Ineffective	Developing	Skilled	Accomplished
3a:Demonstrating collaborative problem solving.	The School Psychologist does not communicate student concerns or definitions remain vague. Target behaviors, representing the level of performance the student will need to reach to meet expectations, are not specified.	The School Psychologist communicates student concerns in basic terms. Target behaviors that represent the level of performance the student will need to reach are vague.	The School Psychologist communicates student concerns in observable and measurable terms. Target behaviors are identified that represent the level of performance the student will need to meet expectations.	The School Psychologist communicates in observable and measurable terms. The School Psychologist asks guiding questions to help the team prioritize student concerns to address target behaviors. Interventions and assessment procedures are identified to allow the student access to the general curriculum.
Evidence				
3b:Working with the team to plan interventions to maximize students' likelihood of success.	The School Psychologist fails to work with the team to plan interventions suitable to students, or interventions are mismatched with the findings of the assessments.	The School Psychologist works with a team to develop plans for students that are partially suitable for them or are sporadically aligned with identified needs.	The School Psychologist works with a team to develop plans for students that are suitable for them and are aligned with identified needs.	The School Psychologist works with the team to develop comprehensive plans for students, finding ways to creatively meet student needs.

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Evidence				

Domain 4: Leadership and Quality of Work				
Domain 4	Ineffective	Developing	Skilled	Accomplished
4a:Chairing the Evaluation Team	The School Psychologist declines to assume leadership of the evaluation team.	The School Psychologist assumes leadership of the evaluation team when directed to do so, preparing adequate Evaluation Team Reports.	The School Psychologist assumes leadership of the evaluation team as a standard expectation and prepares detailed Evaluation Team Reports.	The School Psychologist assumes leadership of the evaluation team and takes initiative in assembling materials for meetings. Evaluation Team Reports are prepared in an exemplary manner.
Evidence				
4b:Maintaining accurate records.	The School Psychologist's records are in disarray; they may be missing, illegible, or stored in an unsecured location.	The School Psychologist's records are accurate and legible and stored in a secure location.	The School Psychologist's records are accurate and legible, well organized, filed appropriately and stored in a secure location.	*The School Psychologist's records are accurate and legible, well organized, filed appropriately and stored in a secure location. They are written to be understandable to another qualified professional.*
Evidence				

Domain 5: Professional Growth				
Domain 5	Ineffective	Developing	Skilled	Accomplished
5a: Engaging in Professional Development	The School Psychologist does not participate in professional development activities, even when such activities are clearly needed for the on-going development of skills.	The School Psychologist's participation in professional development activities is limited to those that are convenient or required.	The School Psychologist seeks out opportunities for professional development based on an individual assessment of need.	The School Psychologist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to

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				colleagues or supervising practicum or intern students.
Evidence				

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School Psychologist Evaluation Rubric Questions

Professional Expertise	
How do you Demonstrate knowledge of child and adolescent development and psychopathology?	
How do you demonstrate knowledge of state and federal regulations?	
How do you demonstrate knowledge of district procedures for responding to referrals for special education services?	
How do you demonstrate valid assessment and interpretations?	
How do you demonstrate knowledge of resources, both within and beyond the school and district?	

Professional Character	
How do you establish rapport with students and families?	
How do you respond to referrals? What is your process?	

Teamwork	
How do you demonstrate collaborative problem solving?	
How do you work with the team to plan interventions to maximize students' likelihood of success.	

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Leadership and Quality of Work	
How do you chair the Evaluation Team and lead the evaluation process?	
What is your process for maintaining accurate records?	

Professional Growth	
How do you continue to grow professionally?	

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