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COLLECTIVE BARGAINING AGREEMENT

between the

NORWALK TEACHERS ASSOCIATION

and the

NORWALK CITY SCHOOL DISTRICT BOARD OF EDUCATION

July 1, 2025 through June 30, 2028

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PART I

A — BARGAINING PROCEDURES

1. **RECOGNITION** — The Norwalk City Board of Education does hereby recognize, for the purpose of collective bargaining, the Norwalk Teachers Association, affiliated with the Ohio Education Association and National Education Association, as the sole and exclusive bargaining agent for all members of the bargaining unit who are presently employed or who will be employed by the Board during the term of this Agreement.

2. **MEMBERS OF THE BARGAINING UNIT** — Members of the bargaining unit shall refer to all certified/licensed employees under regular contract, including Tutors, in the Norwalk City School District, except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, substitute teachers, home tutors, paraprofessionals, and other administrative or supervisory personnel. Other administrative or supervisory personnel shall include any certificated/licensed employee, except the Athletic Director, having the authority to hire, transfer, assign, promote, discharge, or discipline members of the bargaining unit, or having the responsibility to make recommendations thereon. For the purpose of this contract, a "teacher" shall be defined as a Member of the bargaining unit.

3. **SCOPE OF BARGAINING** — All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining except as otherwise specified in Section 4117.09 of the Revised Code.

4. **DEFINITIONS** —

BOARD	-	Shall refer to the Norwalk City Board of Education.
ASSOCIATION	-	Shall refer to the Norwalk Teachers Association.
DAY	-	All references within this Agreement to the word "day" shall mean calendar day, except where specified otherwise.
MEMBER	-	Shall refer to a member of the bargaining unit.
SENIORITY	-	Shall be defined as the length of most recent continuous service in the Norwalk City School District. Seniority will accrue during all paid leaves of absence. Continuous service shall not be broken during unpaid leaves of absence or layoff. Seniority shall accrue while on such leave.

5. PROCEDURES FOR CONDUCTING NEGOTIATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B — GRIEVANCE PROCEDURE

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

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

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

4. **GRIEVANCE PROCEDURE**

STEP ONE: Any Member having a grievance shall first discuss such grievance with his/her immediate supervisor.

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

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

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

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

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

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

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

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

5. **GENERAL PROVISIONS**

a. The purpose of this grievance procedure is to secure at the lowest possible administrative level solutions to grievances as defined herein. All parties agree that the proceedings shall be kept as confidential as possible.

b. The time limitations set forth in the various steps of the grievance procedure are considered to be a maximum. The time limits may be extended, however, by written mutual agreement of a representative of the Board and of the grievant.

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

C — CHANGE OF SALARY STATUS

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

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

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

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

D – SALARY SCHEDULE HEADINGS

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

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

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

   a. A methods course in education

   b. A philosophy course in education

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

E — EXPERIENCE CREDIT

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

1. Up to five (5) years military experience or alternative civilian service required by the Selective Service System. Credit will be granted for each twelve (12) months, or a major fraction thereof, served.

2. Up to two (2) years for Peace Corps or VISTA experience.

3. A Member employed as a substitute for one hundred twenty (120) days or more during a single school year is entitled to one (1) year of experience credit.

4. When a Member has completed a full year of employment (at least 120 days in any given school year) with the Norwalk City School District, that Member shall be placed at the beginning of the following school year on the appropriate salary level commensurate with that Member's training and experience. Such Member's experience shall be that which was credited at the time of employment in the District together with the service experience earned in the District subsequent to such employment.

F — PAY PERIODS

1. Members will be paid in twenty-four (24) equal pays to be paid on the 15th and last day of each month. Adjustments will be made to reflect any negotiated change in salary that occurs during the contract period. Direct deposit of pay shall be mandatory for all members. If a payday falls on a weekend day or holiday, the pay will be issued on the last banking day prior to the weekend day or holiday. The Board agrees to payroll deductions for any local credit unions.

2. In the event an individual contract is terminated by either party during the school year, the total sum due the Member shall be paid within ten (10) days following the last day of service by the Member. All fringe benefits will end on the effective date of the termination.

G — SEVERANCE PAY

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

If retiring:

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

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

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

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

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

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

If death occurs before retirement:

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

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

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

H — DEDUCTIONS — PROFESSIONAL DUES

1. The Board agrees to payroll deduction for professional dues for all Members who are members of the Association and request such deduction. The amount of deductions must be submitted to the Treasurer of the Board on or before the date of the issuance of the second pay check at the beginning of the school year. The deduction will consist of twelve (12) equal installments beginning with the third full pay check and continuing

through the fourteenth paycheck. The amount of each deduction will be set in the fall when the total cost of professional dues for that year is determined. The Treasurer of the Board will issue a check to the Association monthly for the total amount deducted for that month.

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

I - DEDUCTIONS — ANNUITIES

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

J – DEDUCTIONS – INCOME PROTECTION

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

K – INSURANCE PROGRAM

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

	Effective July 1 of the School Year	Employee Premium Monthly	
		Single	Family
Premium Savings Plan –	2025	$60	$135
	2026	$60	$135
	2027	$60	$135
* Wellness Plan –	2025	$100	$220
	2026	$100	$220
	2027	$100	$220

* New employees hired for 2025-2026 and beyond will only have the Premium Savings option, not the Wellness Plan.

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

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

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

COMPREHENSIVE PLAN
EFFECTIVE FEBRUARY 1, 2016

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

Benefits	**Network**	**Non-Network**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26 / Removal upon End of Month	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Wellness Plan (buy-down) Deductible – Single/Family[1*]	$500 / $1,000	$500 / $1,000
Wellness Plan (without buy-down) Deductible – Single/Family[1*]	$750 / $1,500	$750 / $1,500
Requirements for Wellness Plan (Deductible change occurs on calendar year basis)	***Complete Screening and/or Physician form and Health Assessment – November 1st.***	***Complete Screening and/or Physician form and Health Assessment – November 1st.***
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$1,000 / $2,000* $750 / $1,500**	$2,500 / $5,000* $2,250 / $4,500**
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	$1,500 / $3,000* $1,500 / $3,000**	$3,000 / $6,000* $3,000 / $6,000**
Maximum Coinsurance Out-of-Pocket (COOP)[7] (Medical copays paid once deductible and coinsurance out-of-pocket maximum have been met) – Single/Family Effective 01/01/14	$1,500 / $3,000* $1,500 / $3,000**	$3,000 / $6,000* $3,000 / $6,000**
Physician/Office Services		
Office Visit (Illness/Injury)[2, 7]	$25 copay, then 100%	$25 copay, then 70%
Specialist Office Visit[2, 7]	$40 copay, then 100%	$40 copay, then 70%
Urgent Care Office Visit[2, 7]	$40 copay, then 100%	$40 copay, then 70%
Preventive Services		
Preventive Services, in accordance with federal law[6]	100%	70% after deductible

Benefits	Network	Non-Network
Routine Physical Exams	100%	$25 copay, then 70%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21 – Unlimited)	100%	$25 copay, then 70%
Routine Mammogram (One per benefit period)	100%	70% not subject to deductible
Routine Pap Test (One per benefit period)	100%	70% not subject to deductible
Routine Prostate Specific Antigen (PSA)	100%	70% not subject to deductible
Routine Endoscopies	100%	70% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests	100%	70% not subject to deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical & Occupational Therapy – Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room[3, 7]	$100 copay, then 100%	
Non-Emergency use of an Emergency Room[4, 7]	$200 copay, then 90%	$200 copay, then 70%
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries (365 days per in-hospital benefit period[5])	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (Two days available for each unused in-hospital day)	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance – air if medically necessary	90% after deductible	
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse	**Benefits paid are based on corresponding medical**	

Benefits	Network	Non-Network
Services	benefits	
Outpatient Mental Health and Substance Abuse Services		

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

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

HURON-ERIE SCHOOL EMPLOYEE INSURANCE ASSOCIATION
Prescription Drug Coverage
HESE / WELLNESS PLAN

Members' Co-pays under the Plan

- **Generic**
  - Retail - $7.50
  - Mail Order - $15.00
- **Preferred**
  - Retail - $25.00
  - Mail Order - $50.00
- **Non Preferred**
  - Retail - $50.00
  - Mail Order - $100.00

Covered Medications

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

Excluded Medications

- Drugs used for weight loss
- Drugs used for cosmetic purposes (photo-aged skin, depigmentation)
- Photo Aged Skin products
- Drugs used for hair growth
- Drugs used for fertility treatment
- Diagnostic tests and imaging
- Medical equipment
- Continuous Glucose Monitor/Transmitters/Sensors
- OTC Hyperglycemic products
- Inhaler assisting devices
- Non-Insulin Syringes with or without Needles
- Legend Vitamin D Preparations
- Standard Rx/OTC Equivalents

- Smoking Deterrents (OTC) (outside of the HCR ACA)
- Insulin pump supplies
- OTC Contraceptives (outside of the HCR ACA)
- Hair Growth Stimulants and products indicated only for cosmetic use
- Non-specialty Implantable medications
- Allergy Serums

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

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

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

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

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

Prescription benefits are administered by Express-Scripts

L — VISION INSURANCE

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

M – LIFE INSURANCE

The Board will pay the total cost of group-term life insurance for each Member of the bargaining unit in an amount equal to his/her current annual salary exclusive of supplemental, (rounded to the nearest one thousand dollars), including double indemnity for accidental death and dismemberment. Settlement of Life and Accidental Death and Dismemberment claims shall be made in a lump sum.

N – DENTAL PROGRAM

1. The Board agrees to pay for a full-coverage family dental health care program for full-time Members.

2. Dental coverage shall be provided to all Members and dependents based upon the following levels of coverage:

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

Class I – 100% Preventive and Maintenance charges

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

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

Class IV – 60% Orthodontics

The benefits are payable on a UCR basis.

O – ENROLLMENT – ELIGIBILITY

1. Enrollment to participate in health care plans K, L, M, and N above, must be made through the Treasurer of the Board by the end of the first full week of school.

2. All full-time certificated/licensed Members may receive all employer-paid benefits for which they are eligible. Eligibility shall be described as: married Members are eligible

for family plans; single Members are eligible for single plans; single Members who have minor dependents are eligible for family plans. Members who are eligible for benefits but who do not wish to utilize the employer-provided benefits because of other insurance coverages may sign a waiver authorizing the Treasurer of the Board to exclude them from the fringe benefit coverage.

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

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

3. It shall be the responsibility of each Member covered by the Board-provided benefits to notify the Treasurer within ten (10) days of any change in marital or dependent status.

4. Certificated/licensed Members who are employed for less than full-time teaching assignments, except substitutes, are eligible for benefits as described above. The employer's portion of such benefits for less than full-time certificated/licensed Members shall be computed in proportion to the time for which they are employed.

5. Certificated/licensed Members who are on suspension because of a reduction in force and certificated/licensed Members on a leave of absence may participate in the health care fringe coverages allowed by the carriers. Those persons who elect to participate must submit the total monthly premium to the Treasurer fifteen (15) days in advance of the due date.

6. Effective July 1, 2025, spouses of District employees who are eligible for health insurance coverage from their own employers or retirement plans must enroll in that coverage. District employees must certify whether their spouses are eligible for coverage through their own employers or retirement plans. This applies to medical and prescription drug benefits only.

Any Teachers impacted by the spousal rule in effect for 2025-2026 are entitled to a premium reimbursement for the affected spouse (HRA) as follows:

Fiscal Year 2026 - $350 or cost of premium, whichever is lower;
Fiscal Year 2027 - $250 or cost of premium, whichever is lower;
Fiscal Year 2028 - $250 or cost of premium, whichever is lower;

P — REIMBURSEMENT FOR COLLEGE CREDIT

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

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

QUALIFICATIONS:

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

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

3. **NATIONAL BOARD CERTIFICATION**

   Teachers who wish to pursue National Board Certification may apply for reimbursement of required fees on a one time only basis. No more than five (5) teachers may receive this reimbursement in any one (1) contract year.

PROCEDURE:

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

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

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

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

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

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

7. Members receiving disapproval should contact the Superintendent if they have any questions regarding the decision.

8. Approval for tuition reimbursement for a specific course cannot be transferred to a different course or the same course in a different semester or quarter.

9. The Member must receive a grade of "C" or better, and/or if taking a pass/fail course, receive a passing grade, to be eligible for reimbursement.

10. Upon successful completion of the approved course or courses, evidence of transcript(s), and a receipt of the actual cost of the course or courses, reimbursement will be made within the following two (2) pay periods.

Q — SUBSTITUTING

1. Reimbursement for substituting for another teacher that was not part of the planned schedule will be at the "hourly rate for members" as designated on the salary schedule. Payment shall be made at the end of each semester.

2. All certificated/licensed Members at the elementary level will have the option during the first week of school of being granted a supplemental Preferred Substitute Contract to allow them to be first whenever they are assigned responsibility for any students during their preparation and/or conference time (that time when their classes are normally scheduled for library, physical education, art, or music).

3. All certificated/licensed Members at the secondary level will have the option during the first week of school of being granted a supplemental Preferred Substitute contract to allow them to be paid for substituting during their conference period.

4. Whenever the need for such a substitute arises as a result of the Board's inability to obtain an outside substitute (a teacher not in the regular full-time employ of the Board), it is agreed that the Board and its agents shall call upon Members to substitute in the following order and manner:

   a. The Board and its agents will first attempt to obtain a substitute from those Members who have signed "Preferred Substitute" supplemental contracts to substitute as needed, with first priority to those Members on the Preferred Substitute List who are certified/licensed in the subject matter area(s) of the class requiring a substitute. In the event no such certified/licensed Member is available from the Preferred Substitute List, the Board and its agents shall then seek to obtain a substitute from the balance of the Preferred Substitutes who are not so certified/licensed. Opportunity to substitute shall be offered to Members within each group (i.e., certified/licensed in subject matter and not certified/licensed in subject matter) on a rotation basis. A Member who has signed a Preferred Substitute contract may not decline to substitute unless such Member has a previously scheduled meeting or conference.

   b. In the event no outside substitute and no Preferred Substitute is available, the Board or its agents shall call upon any available Member who declined to sign a Preferred Substitute Supplemental Contract to monitor in the class or study hall for which no substitute could be obtained. Opportunity shall be offered to Members within each group (i.e., certified/licensed in subject matter and not certified/licensed in subject matter) on a rotation basis. A Member who is called upon to substitute shall not decline to substitute unless such Member has a previously scheduled meeting or conference.

   c. A Member who has not signed a Preferred Substitute Supplemental Contract to substitute during the school day shall not be required to substitute or monitor during his/her conference period except in accordance with the provisions of this section.

   d. Students will not be sent to study halls or other classes as a means of dealing with the absence or unavailability of their regular teacher, unless and until the Board and its agents have exhausted all efforts to obtain a substitute.

5. In the absence of the general education teacher, an intervention specialist assigned to that classroom will be assigned to serve as the lead teacher without an additional substitute in the classroom.

6. In the event that a non-general education classroom teacher is asked to substitute for a regular classroom assignment, they will be paid as outlined in Part I, Q. 1.

R — JURY DUTY/SUBPOENAED WITNESS

1. The full pay of the Member shall be allowed for such service provided the check received by the Member for jury service is endorsed payable to the Board.

2. Time taken off for jury duty shall not be charged against sick leave or personal leave.

3. Payment will be made only when a Member presents certification from the Court that the Member served or was called for possible selection/service. If a Member reports for jury duty and is not needed, he/she should report back to their building for work.

4. The request for exemption from jury duty shall rest solely with the Member.

5. Time taken off to present testimony as a subpoenaed witness shall not be charged against personal leave if the Member's testimony is required by reasons of such Member's course of employment and the cause of action is not brought by the Norwalk Teachers' Association or any individual or group of individuals on behalf of the Association in which the Board is a party defendant.

S — BOARD PAID MILEAGE

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

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

T — STRS "PICKUP"

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

U — AGENCY SHOP

1. The Board shall deduct from the pay of Members of the bargaining unit who elect not to become or to remain Members of the Norwalk Teachers' Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

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

3. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit Members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit Members.

4. The Treasurer of the Board shall, upon notification from the Association that a Member has terminated membership, commence the deduction of the fair share fee with respect to the former Member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

5. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit Members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

6. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each Member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

7. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

8. The Association agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

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

   b. The Association shall reserve the right to designate counsel to represent and defend the employer;

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

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

9. The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

V — SECTION 125 ACCOUNT

A Section 125 flexible spending account shall be available to each employee. Participation in such account shall be at the option of each individual employee. The Board shall pay the administrative costs of such plan and the individual employee will pay such "filing fees" as may be required.

W — INSURANCE PARTICIPATION

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

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

X — FREE TUITION FOR DEPENDENTS

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

Y — TEACHING IN LIEU OF CONFERENCE PERIOD

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

1. All such requests shall be strictly optional and no employee may be required to waive his/her conference period.

2. An employee who agrees to teach a class or supervise a study hall in lieu of his/her conference period shall be compensated based upon the schedule below:

a. Supervision of study hall: same as "hourly rate for members" as designated on salary schedule.

b. Teaching a class: Based on years of experience, per period taught, as follows:

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

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

4. The need for and duration of such assignment shall be determined by the administration and shall be shared with the employee prior to the employee waiving his/her conference period.

5. Any such assignments shall be for a maximum of one (1) school year.

6. This Article doesn't govern situations covered by Part I, Article Q.

7. Only Norwalk City School certified/licensed employees (teachers) will be hired to supervise any of the Virtual Learning Academy or any electronic learning courses (VLA) during their conference period offered by Norwalk City Schools.

YY — VIRTUAL LEARNING ACADEMY/ELECTRONIC LEARNING (VLA) IN CONFERENCE PERIOD

1. All supervision of VLA coursework offered at Norwalk City Schools will be considered a teaching or classroom situation. Compensation will be in accordance with the Negotiated Agreement, Part I, Section Y – Teaching in Lieu of Conference Period (teaching a class).

2. Norwalk City School employees (teachers) who supervise VLAs must be certified/licensed within the Norwalk City School District. However, these employees (teachers) need not be certified in the area of the coursework being completed by students attending the classes.

3. "Teacher of Record" positions in VLA courses are different/separate positions from VLA positions. The "Teacher of Record" for VLA must be certified or licensed in the area he/she is grading and supporting.

4. The "Teacher of Record" shall be paid or compensated at the member rate per negotiated contract. The hours associated with the position shall include preparation, grading, and issuance of final grades per classroom credit. The "Teacher of Record" must submit regular time sheets to the Treasurer's office for timely reimbursement.

5. Norwalk City School certified/licensed employees who supervise VLA classrooms may also hold the position of "Teacher of Record." Appropriate monitoring and support of students through electronic (computer) devices may be conducted during the class period.

6. Assignments for VLA staff, when assigned in lieu of conference periods, will utilize and consider the prior experience (seniority) of the teacher as a "teacher of record" of the electronic classroom as the number one criteria before assigning a position. In the event of a tie with VLA experience, overall teaching experience in the Norwalk City School District shall be considered prior to making the assignment. The final criterion shall be the overall teaching experience and availability of the staff member before making the teaching assignment.

7. The need for, and duration of, such an assignment shall be determined by the Administration and shared with the employee who is waiving his or her conference period because of the dependency and participation of the students in need of credit recovery.

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

Z — LABOR MANAGEMENT COMMITTEE

Up to three (3) representatives of the Association and up to three (3) representatives of the Administration shall meet on an as needed basis, as agreed upon by Committee Co-Chairs at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to resolve other problems that may arise. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Each party will submit to the other, no later than one (1) day prior to the meeting, an agenda of the matters it wishes to discuss. The meeting may be postponed or cancelled by mutual agreement.

PART II

A — SALARY

The BA base salary shall be increased by 1.5% for the 2025-2026 school year, 1.75% for the 2026-2027 school year, and 2.0% for the 2027-2028 school year.

The teacher salary index shall remain the same.

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

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

B-1
NORWALK CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
EFFECTIVE JULY 1, 2025

BASE 1.0150 $39,300

Step	BA	150 HRS	MA	MA+15	MA+30	MA+45
0	40,597	40,872	43,623	45,588	47,632	49,793
	1.03300	1.04000	1.11000	1.16000	1.21200	1.26700
1	41,894	42,680	45,588	47,632	49,793	52,073
	1.06600	1.08600	1.16000	1.21200	1.26700	1.32500
2	43,230	44,488	47,553	49,675	51,955	54,352
	1.10000	1.13200	1.21000	1.26400	1.32200	1.38300
3	44,488	46,295	49,518	51,719	54,116	56,631
	1.13200	1.17800	1.26000	1.31600	1.37700	1.44100
4	46,217	48,103	51,483	53,762	56,278	58,911
	1.17600	1.22400	1.31000	1.36800	1.43200	1.49900
5	47,946	49,911	53,448	55,806	58,439	61,190
	1.22000	1.27000	1.36000	1.42000	1.48700	1.55700
6	49,675	51,719	55,413	57,850	60,601	63,470
	1.26400	1.31600	1.41000	1.47200	1.54200	1.61500
7	51,404	53,527	57,378	59,893	62,762	65,749
	1.30800	1.36200	1.46000	1.52400	1.59700	1.67300
8	53,134	55,334	59,343	61,937	64,924	68,028
	1.35200	1.40800	1.51000	1.57600	1.65200	1.73100
9	54,863	57,142	61,308	63,980	67,085	70,308
	1.39600	1.45400	1.56000	1.62800	1.70700	1.78900
10	56,592	58,950	63,273	66,024	69,247	72,587
	1.44000	1.50000	1.61000	1.68000	1.76200	1.84700
11	58,321	60,758	65,238	68,068	71,408	74,867
	1.48400	1.54600	1.66000	1.73200	1.81700	1.90500

12	**60,050**	**62,566**	**67,203**	**70,111**	**73,570**	**77,146**
	1.52800	1.59200	1.71000	1.78400	1.87200	1.96300
13	**61,780**	**64,373**	**69,168**	**72,155**	**75,731**	**79,425**
	1.57200	1.63800	1.76000	1.83600	1.92700	2.02100
14	**63,509**	**66,181**	**71,133**	**74,198**	**77,893**	**81,705**
	1.61600	1.68400	1.81000	1.88800	1.98200	2.07900
18	**65,238**	**67,989**	**73,098**	**76,242**	**80,054**	**83,984**
	1.66000	1.73000	1.86000	1.94000	2.03700	2.13700
21	**66,967**	**69,797**	**75,063**	**78,286**	**82,216**	**86,264**
	1.70400	1.77600	1.91000	1.99200	2.09200	2.19500
24	**68,696**	**71,605**	**77,028**	**80,329**	**84,377**	**88,543**
	1.74800	1.82200	1.96000	2.04400	2.14700	2.25300
27	**70,426**	**73,412**	**78,993**	**82,373**	**86,539**	**90,822**
	1.79200	1.86800	2.01000	2.09600	2.20200	2.31100
30	**71,926**	**74,912**	**80,493**	**83,873**	**88,039**	**92,322**

Hourly Rate for Members - $27.24

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

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

B-2
NORWALK CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
EFFECTIVE JULY 1, 2026

BASE 1.0175 $39,988

Step	BA	150 HRS	MA	MA+15	MA+30	MA+45
0	41,308	41,588	44,387	46,386	48,465	50,665
	1.03300	1.04000	1.11000	1.16000	1.21200	1.26700
1	42,627	43,427	46,386	48,465	50,665	52,984
	1.06600	1.08600	1.16000	1.21200	1.26700	1.32500
2	43,987	45,266	48,385	50,545	52,864	55,303
	1.10000	1.13200	1.21000	1.26400	1.32200	1.38300
3	45,266	47,106	50,385	52,624	55,063	57,623
	1.13200	1.17800	1.26000	1.31600	1.37700	1.44100
4	47,026	48,945	52,384	54,704	57,263	59,942
	1.17600	1.22400	1.31000	1.36800	1.43200	1.49900
5	48,785	50,785	54,384	56,783	59,462	62,261
	1.22000	1.27000	1.36000	1.42000	1.48700	1.55700
6	50,545	52,624	56,383	58,862	61,661	64,581
	1.26400	1.31600	1.41000	1.47200	1.54200	1.61500
7	52,304	54,464	58,382	60,942	63,861	66,900
	1.30800	1.36200	1.46000	1.52400	1.59700	1.67300
8	54,064	56,303	60,382	63,021	66,060	69,219
	1.35200	1.40800	1.51000	1.57600	1.65200	1.73100
9	55,823	58,143	62,381	65,100	68,260	71,539
	1.39600	1.45400	1.56000	1.62800	1.70700	1.78900
10	57,583	59,982	64,381	67,180	70,459	73,858
	1.44000	1.50000	1.61000	1.68000	1.76200	1.84700
11	59,342	61,821	66,380	69,259	72,658	76,177
	1.48400	1.54600	1.66000	1.73200	1.81700	1.90500

12	**61,102**	**63,661**	**68,379**	**71,339**	**74,858**	**78,496**
	1.52800	1.59200	1.71000	1.78400	1.87200	1.96300
13	**62,861**	**65,500**	**70,379**	**73,418**	**77,057**	**80,816**
	1.57200	1.63800	1.76000	1.83600	1.92700	2.02100
14	**64,621**	**67,340**	**72,378**	**75,497**	**79,256**	**83,135**
	1.61600	1.68400	1.81000	1.88800	1.98200	2.07900
18	**66,380**	**69,179**	**74,378**	**77,577**	**81,456**	**85,454**
	1.66000	1.73000	1.86000	1.94000	2.03700	2.13700
21	**68,140**	**71,019**	**76,377**	**79,656**	**83,655**	**87,774**
	1.70400	1.77600	1.91000	1.99200	2.09200	2.19500
24	**69,899**	**72,858**	**78,376**	**81,735**	**85,854**	**90,093**
	1.74800	1.82200	1.96000	2.04400	2.14700	2.25300
27	**71,658**	**74,698**	**80,376**	**83,815**	**88,054**	**92,412**
	1.79200	1.86800	2.01000	2.09600	2.20200	2.31100
30	**73,158**	**76,198**	**81,876**	**85,315**	**89,554**	**93,912**

Hourly Rate for Members - $27.71

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

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

B-3
NORWALK CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
EFFECTIVE JULY 1, 2027

BASE 1.02 $40,788

Step	BA	150 HRS	MA	MA+15	MA+30	MA+45
0	**42,134**	**42,420**	**45,275**	**47,314**	**49,435**	**51,678**
	1.03300	1.04000	1.11000	1.16000	1.21200	1.26700
1	**43,480**	**44,296**	**47,314**	**49,435**	**51,678**	**54,044**
	1.06600	1.08600	1.16000	1.21200	1.26700	1.32500
2	**44,867**	**46,172**	**49,353**	**51,556**	**53,922**	**56,410**
	1.10000	1.13200	1.21000	1.26400	1.32200	1.38300
3	**46,172**	**48,048**	**51,393**	**53,677**	**56,165**	**58,776**
	1.13200	1.17800	1.26000	1.31600	1.37700	1.44100
4	**47,967**	**49,925**	**53,432**	**55,798**	**58,408**	**61,141**
	1.17600	1.22400	1.31000	1.36800	1.43200	1.49900
5	**49,761**	**51,801**	**55,472**	**57,919**	**60,652**	**63,507**
	1.22000	1.27000	1.36000	1.42000	1.48700	1.55700
6	**51,556**	**53,677**	**57,511**	**60,040**	**62,895**	**65,873**
	1.26400	1.31600	1.41000	1.47200	1.54200	1.61500
7	**53,351**	**55,553**	**59,550**	**62,161**	**65,138**	**68,238**
	1.30800	1.36200	1.46000	1.52400	1.59700	1.67300
8	**55,145**	**57,430**	**61,590**	**64,282**	**67,382**	**70,604**
	1.35200	1.40800	1.51000	1.57600	1.65200	1.73100
9	**56,940**	**59,306**	**63,629**	**66,403**	**69,625**	**72,970**
	1.39600	1.45400	1.56000	1.62800	1.70700	1.78900
10	**58,735**	**61,182**	**65,669**	**68,524**	**71,868**	**75,335**
	1.44000	1.50000	1.61000	1.68000	1.76200	1.84700
11	**60,529**	**63,058**	**67,708**	**70,645**	**74,112**	**77,701**
	1.48400	1.54600	1.66000	1.73200	1.81700	1.90500

12	**62,324**	**64,934**	**69,747**	**72,766**	**76,355**	**80,067**
	1.52800	1.59200	1.71000	1.78400	1.87200	1.96300
13	**64,119**	**66,811**	**71,787**	**74,887**	**78,598**	**82,433**
	1.57200	1.63800	1.76000	1.83600	1.92700	2.02100
14	**65,913**	**68,687**	**73,826**	**77,008**	**80,842**	**84,798**
	1.61600	1.68400	1.81000	1.88800	1.98200	2.07900
18	**67,708**	**70,563**	**75,866**	**79,129**	**83,085**	**87,164**
	1.66000	1.73000	1.86000	1.94000	2.03700	2.13700
21	**69,503**	**72,439**	**77,905**	**81,250**	**85,328**	**89,530**
	1.70400	1.77600	1.91000	1.99200	2.09200	2.19500
24	**71,297**	**74,316**	**79,944**	**83,371**	**87,572**	**91,895**
	1.74800	1.82200	1.96000	2.04400	2.14700	2.25300
27	**73,092**	**76,192**	**81,984**	**85,492**	**89,815**	**94,261**
	1.79200	1.86800	2.01000	2.09600	2.20200	2.31100
30	**74,592**	**77,692**	**83,484**	**86,992**	**91,315**	**95,761**

Hourly Rate for Members - $28.27

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

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

C — SUPPLEMENTARY SALARY INDEX
EFFECTIVE JULY 1, 2018

YEARS EXPERIENCE

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

Supplemental Salary = Base X Index Number

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

D-1
SUPPLEMENTARY SALARY SCHEDULE
EFFECTIVE JULY 1, 2025

YEARS EXPERIENCE

CODE	0	1	2	3	6	9
1	8,646	9,078	9,534	10,010	10,509	11,008
2	7,467	7,840	8,233	8,646	9,078	9,511
3	6,288	6,602	6,933	7,278	7,644	8,009
4	5,109	5,364	5,632	5,915	6,209	6,504
5	4,716	4,952	5,199	5,459	5,730	6,001
6	3,930	4,127	4,335	4,551	4,779	5,007
7	3,341	3,509	3,686	3,871	4,064	4,256
8	2,948	3,097	3,250	3,411	3,580	3,749
9	2,555	2,684	2,818	2,959	3,109	3,258
10	2,358	2,476	2,602	2,731	2,869	3,006
11	2,162	2,272	2,386	2,503	2,629	2,755
12	1,769	1,859	1,953	2,051	2,154	2,256
13	1,572	1,651	1,733	1,820	1,910	2,000
14	1,376	1,446	1,517	1,592	1,670	1,749
15	1,179	1,238	1,301	1,368	1,434	1,501
16	983	1,034	1,085	1,140	1,199	1,258
17	786	829	869	912	963	1,018

Supplemental Salary = Base X Index Number

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

D-2
SUPPLEMENTARY SALARY SCHEDULE
EFFECTIVE JULY 1, 2026

YEARS EXPERIENCE

CODE	0	1	2	3	6	9
1	8,797	9,237	9,701	10,185	10,693	11,201
2	7,598	7,978	8,377	8,797	9,237	9,677
3	6,398	6,718	7,054	7,406	7,778	8,150
4	5,198	5,458	5,730	6,018	6,318	6,618
5	4,799	5,038	5,290	5,554	5,830	6,106
6	3,999	4,199	4,411	4,631	4,863	5,094
7	3,399	3,571	3,751	3,939	4,135	4,331
8	2,999	3,151	3,307	3,471	3,643	3,815
9	2,599	2,731	2,867	3,011	3,163	3,315
10	2,399	2,519	2,647	2,779	2,919	3,059
11	2,199	2,311	2,427	2,547	2,675	2,803
12	1,799	1,891	1,987	2,087	2,191	2,295
13	1,600	1,679	1,763	1,851	1,943	2,035
14	1,400	1,472	1,544	1,620	1,699	1,779
15	1,200	1,260	1,324	1,392	1,460	1,528
16	1,000	1,052	1,104	1,160	1,220	1,280
17	800	844	884	928	980	1,036

Supplemental Salary = Base X Index Number

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

D-3
SUPPLEMENTARY SALARY SCHEDULE
EFFECTIVE JULY 1, 2027

YEARS EXPERIENCE

CODE	0	1	2	3	6	9
1	8,973	9,422	9,895	10,389	10,907	11,425
2	7,750	8,137	8,545	8,973	9,422	9,871
3	6,526	6,852	7,195	7,554	7,933	8,313
4	5,302	5,568	5,845	6,139	6,445	6,750
5	4,895	5,139	5,396	5,665	5,947	6,228
6	4,079	4,283	4,499	4,729	4,960	5,196
7	3,467	3,642	3,826	4,018	4,217	4,417
8	3,059	3,214	3,373	3,540	3,716	3,891
9	2,651	2,786	2,924	3,071	3,226	3,381
10	2,447	2,570	2,700	2,835	2,978	3,120
11	2,243	2,358	2,476	2,598	2,729	2,859
12	1,835	1,929	2,027	2,129	2,235	2,341
13	1,632	1,713	1,799	1,888	1,982	2,076
14	1,428	1,501	1,574	1,652	1,733	1,815
15	1,224	1,285	1,350	1,419	1,489	1,558
16	1,020	1,073	1,126	1,183	1,244	1,305
17	816	861	901	946	999	1,056

Supplemental Salary = Base X Index Number

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

E — SUPPLEMENTARY SALARY SCHEDULE CODE LIST

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

POSITION	CODE
Class Advisor, Junior	11
Class Advisor, Sophomore	15
Class Advisor, Freshman	16
Robotics Club Advisor	10
Robotics Advisor HS/Middle/Main St.	10
Robotics Assistant	13
Marching Band and Pep Band	4
Assistant Marching Band	7
National Honor Society Advisor	16
Newspaper Advisor	9
Student Council Advisor, High School	10
High School Musical Performance/Drama Advisor	5
Assistant High School Drama Advisor (2)	10
High School Music Performance Advisor (2)	14
High School Majorette Advisor	10
Yearbook Advisor, High School	9
High School Art Exhibition Advisor	15
Key Club	14
Shadow	16
Middle School Athletic Director	6
Middle School Basketball — Boys (2)	7
Middle School Basketball — Girls (2)	7
Middle School Cheerleader Advisor, Fall	15
Middle School Cheerleader Advisor, Winter	15
Middle School Cross Country	10
Assistant Cross Country	13
Middle School Football (4)	7
Middle School Track (4)	10
Middle School Volleyball (2)	7
Middle School Wrestling (1)	7
Middle School/League Drama Advisor	10
Assistant Middle School/League Drama Advisor	13
Middle School Academic Challenge Team Advisor (2)	16
Middle School Art Club Advisor	15
Middle School Marching Band	11
Middle School Student Council	14
Middle School Yearbook Advisor	14
Academic Challenge Team Advisor (Main Street School) (2)	16
Student Council Advisor (Main Street School)	16
Elementary Safety Patrol	16

F – WORKING AS A RETIREE – RETIREMENT INCENTIVE

1. After August 1, 2009, an employee who retires with exactly thirty (30) years in STRS shall have the right to be rehired as a retiree for one (1) year in the school year immediately following his/her retirement. To be eligible, the employee must retire after the end of the school year and must notify the Board on or before April 1 of his/her desire to work as a retiree for one (1) year at the time of submitting his/her notification of retirement.

2. The one (1) year employment contract of the retiree as prescribed in paragraph 1 above shall be automatically nonrenewed without action of the Board, and the parties agree that this provision supersedes all employment rights granted to teachers under ORC Sections 3319.11 and 3319.111.

3. During this one (1) year of additional employment as a retiree who retires with exactly thirty (30) years in STRS, the employee shall remain on the salary schedule at the step he/she was placed prior to retirement and shall be eligible for insurance benefits granted to full-time members of the NTA bargaining unit. The provisions of Part III, Section Q, paragraphs 3 and 6 shall not apply to such employees during this one (1) year of employment.

4. As a one-time exception to the "exactly thirty (30) years in STRS" eligibility requirement, members of the bargaining unit who have thirty (30) or more years in STRS and who retire prior to August 1, 2009, shall also be eligible to be reemployed as a retiree for one (1) year under the above terms and conditions of employment.

PART III

A — EMPLOYMENT REQUIREMENTS

1. An applicant must have completed a four-year course or be a graduate of a teacher training institution and hold at least a four-year provisional certificate/license. However, when properly qualified and trained persons are not available, the Superintendent may recommend for appointment on a temporary basis, teachers with less than a degree and a four-year provisional certificate/license with the understanding that such teacher will meet the requirements for a degree at the earliest opportunity.

2. Any physical and/or mental examination required by the Board, except as may be required pursuant to Section E (Sick Leave), Section F (Unpaid Leave), and G (Assault Leave) shall be at Board expense.

B — REGULATIONS

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

1. Each Member is responsible to the Superintendent through the building Principal. The Principal is responsible for determining and administering the rules and regulations for the building(s) under the authority of the Superintendent.

2. The Board will consider as breach of contract:

   a. Failure to carry out duties assigned by the building Principal or Superintendent in accordance with the provisions.

   b. Absence from assigned work which is not authorized by law, these regulations, or the Superintendent.

   c. Engagement in work which interferes with work contracted for with the Board, including working for another agency, company, etc., while on leave, unless specific permission to do so is granted by the Superintendent.

   d. Refusal to apply for the renewal of areas of certification/license in positions currently held or positions held within the last five (5) years after being so directed by the Superintendent.

3. The Members will be held responsible for careful supervision and guidance of the students in their care, and the supervision and protection of books, equipment, buildings, and grounds.

4. All Members shall be on duty prior to the start of school and after dismissal of school at times adopted by the Board. Except in cases of urgent necessity, the Members' work day shall be a total of seven (7) hours and forty-five (45) minutes, including a thirty-minute (30) uninterrupted lunch period, or until, for all Members assigned to bus duty, all students awaiting Board provided transportation have been loaded on buses at the close of the school day, whichever last occurs.

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

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

Such adjustment will be subject to the following regulations:

a. Teachers at the Elementary level (K-3) and at Main Street (4-5) shall have the following work day options:

7:45 a.m. to 3:30 p.m.
8:00 a.m. to 3:45 p.m.

Teachers at League, the Middle School, and the High School (6-12) shall have the following work day options:

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

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

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

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

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

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

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

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

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

7. Where applicable, each Member must have available at all times general lesson plans, daily programs, seating charts, attendance records, grades, and the student register.

8. Lesson plans, daily schedules, seating charts, and attendance records must be available for substitutes.

9. Each building Principal shall develop a duty schedule for all duties and assignments which fall within the seven (7) hour and forty-five (45) minute day. Each building Principal shall be the sole determiner as to the type and number of duties and assignments needed. Teacher input will be considered in creating equitable scheduling of non-instructional duties so that both the educational and safety needs of the students are met. The established schedule shall include all personnel. Such assignments shall be on an equal basis and as far as possible shall be equal in length of time involved as well as difficulty of the assignment.

10. The Member contractual year for regular duties shall be one hundred eighty-four (184) days. Any Member performing his/her regular duties more than one hundred eighty-four (184) days shall be issued a supplemental contract for those days beyond the regular contractual year and shall be paid for such extended service at such Member's per diem rate. Required training by the District for the Member's position that is only offered outside the one hundred eighty-four (184) contracted days shall include a stipend of one hundred dollars ($100.00) per day. If the required training is offered during the school year and the Member chooses to instead take the training outside the one hundred eighty-four (184) contracted days, they forfeit the one hundred dollars ($100.00) per day stipend.

11. The Superintendent or his/her designee(s) should be notified as soon as possible when a Member expects to be absent. The Superintendent or his/her designee(s) is (are) responsible for securing a substitute teacher. If possible, a Member should notify the Superintendent or his/her designee(s) of his/her intentions for the next day before the substitute teacher leaves the building for the day.

12. Members are not permitted to offer private tutoring services, for pay, to students in the Norwalk City School District, unless they have received prior approval from the principal of the school in which the child is enrolled or prior permission from the Board of Education through Board action.

13. Each Member will be assigned a "preparation period" in accordance with minimum standards set forth in OAC 3301-35-05(A)(8). This assignment is not a contractual assignment and may be intermittently suspended or revoked. During the time of the assignment of a preparation period, it should be used as class preparation or professional improvement, and may not be used for running errands away from the school building, unless approved by the building Principal.

In addition to the preparation time scheduled in accordance with the preceding paragraphs, a weekly collaboration period will be scheduled for teachers with

"inclusion". Such preparation period shall be for purposes of collaboration among those teachers working with a specific student(s).

14. Corporal punishment is not within the scope of a Member's authority as an employee of the Norwalk City School District. The Member may exercise such powers of control, restraint, and correction over students in his/her charge as may be reasonably necessary to enable him/her to perform his/her teaching duties as a teacher and accomplish the purpose of education. The Board does not authorize the use of immoderate or excessive punishment of such nature as to produce lasting or permanent injury, or punishment actuated by malice, expressed or implied.

15. No money is to be kept in the Member's desk. Loss of any money will be the full responsibility of the individual Member.

16. A copy of the current regulations for each building is to be given to each Member assigned to that building at the beginning of each school year.

17. Except in cases of urgent necessity, all Members will be dismissed fifteen (15) minutes after the students have been dismissed on Fridays and days preceding vacation provided all students awaiting Board provided transportation have been loaded on buses.

18. If the Norwalk City School District receives students with extraordinary medical and/or physical problems, the Board of Education and the NTA shall immediately meet to negotiate the responsibilities of the teacher(s) as it relates to medical procedures and hygiene activities. If the parties fail to reach agreement, the parties will utilize the service of the Federal Mediation and Conciliation Service (FMCS). When an agreement is approved by both parties, it shall become effective immediately.

19. A schedule for attendance at parent-teacher conferences will be worked out each year by June 1st by a committee consisting of the NTA officers or designees and the Superintendent and Assistant Superintendent. For parent-teacher conferences:

    a. Teachers in each building will work an additional seven (7) hours between two (2) evenings.

    b. The extra time being put in the regular duty day on the above two (2) days will count toward the one hundred eighty-four (184) day contract.

    c. In recognition of the parent-teacher conference days, there will be no school on one (1) day to make up for the two (2) evenings worked.

20. All teachers are required to attend the fall open house at their assigned buildings. All high school staff are encouraged to attend the high school graduation ceremony, and all staff are encouraged to attend the spring open house.

21. Calamity Days

Notwithstanding Ohio law, the Board has the right to schedule make-up days after five (5) calamity days in a school year without teachers receiving additional compensation. All make-up days for teachers shall be with students in attendance. The District will develop an online day plan in conjunction with the Association prior to August 1 of each year.

C – TRANSFER AND ASSIGNMENT

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

2. The Superintendent shall prepare a list of all vacancies as soon as they become known. A copy of this list shall be sent to each professional staff Member via e-mail five (5) days prior to any posting to outside candidates or the public. A copy of these postings will also be sent via e-mail to the NTA President. The list shall include the following information.

   a. Position(s) available.
   b. Requirements for job.
   c. Deadline for application.
   d. Effective starting date.
   e. Any additional pertinent information.

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

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

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

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

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

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

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

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

D — CONTRACTS

1. Contracts shall be issued to all Members. Such contracts shall set forth the salary to be paid such Member which may be increased during the term of such contract, but shall not be decreased unless such decrease is in accordance with law and part of a uniform plan affecting the entire school District.

2. Limited contracts shall be for a term not to exceed five (5) years.

3. Upon the recommendation of the Superintendent, limited contracts of more than one (1) year may be granted to Members who have taught more than three (3) years in the Norwalk City School District.

4. Salary notices shall be given to Members on or before July 1 of each year.

5. A Member offered a contract or renewal of a contract of employment shall sign and return such contract to the Treasurer of the Board at such time as shall be indicated on said contract provided, however, no less than fourteen (14) days from the date of the contract shall be allowed for such return. Failure to sign and return the contract as required herein shall constitute a rejection of such offer of employment. Before a contract can be considered as having been rejected, the Superintendent must make a reasonable effort to contact the Member concerning his or her intent.

6. Notwithstanding Section 3319.11 of the Revised Code, any Member employed under a limited contract and whose regular teaching contract is not to be renewed shall be notified in writing on or before April 30. For the purpose of this subsection, an attempt to serve notice by registered or certified U.S. mail or by personal service to such Member's last known mailing address shall constitute "notice" to the Member.

E — SUPPLEMENTAL CONTRACTS

1. Supplemental contracts will be issued to each Member employed to perform a supplemental duty. Service extending before or after a Member's regular duty day and/or year shall be deemed supplemental duties and shall be set forth in a limited contract of one (1) year.

2. Pay for supplemental duties performed by a Member shall be prescribed by the Supplemental Salary Index, if so indicated, or at such amount as may be agreed upon between the Member and the Board. Credit up to nine (9) years will be given for inside/outside school experience in the same sport at the same or higher levels.

3. A Member offered a supplemental contract or renewal of a supplemental contract of employment shall sign and return such contract to the Treasurer of the Board at such time as shall be indicated on said contract provided, however, no less than fourteen (14) days from the date of the contract shall be allowed for such return. Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment. Before a contract can be considered as having been rejected, the Superintendent must make a reasonable effort to contact the Member concerning his or her intent.

4. After execution of a supplemental contract by the Member and receipt of said contract by the Treasurer, no Member shall resign from such contract unless released by the Board or its designee. The Board shall release any member who resigns his/her regular teaching contract.

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

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

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

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

   Coaches/advisors wishing to attend competitions or events (playoffs, state tournaments, etc.) in which Norwalk City School District students are not participating shall be required to use personal leave.

8. Non-renewal or termination of a supplemental contract shall have no effect on an employee's regular teaching contract, unless required by law or an ODE professional responsibility investigation.

9. Except for the limitations set forth above, the Athletic Council shall set the policies for attendance to athletic-related conferences, clinics and tournaments.

F — FAIR DISMISSAL

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

2. Nonrenewal of a Limited Teaching Contract

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

   b. This nonrenewal procedure for teachers set forth in paragraph A, supersedes all provisions of ORC §3319.11 and ORC §3319.111, and such teachers shall have no right to challenge said nonrenewal pursuant to ORC §3319.11 or 3319.111, nor may they challenge the nonrenewal through the negotiated grievance procedure.

   c. The contract of limited contract teachers who were employed prior to July 1, 2005, may be non-renewed by the Board in accordance with ORC §3319.11 and the Teacher Evaluation Procedure in this Agreement.

   d. The failure to conform to this procedure [Part III G(2)(c)] shall be subject to the grievance procedure, but such grievant shall not be entitled to reinstatement and/or back salary if such nonrenewal was otherwise in accordance with law unless such failure to conform was manifestly prejudicial to the Member.

   e. A professional staff Member who has been notified of the intent to nonrenew has the right to undertake with his/her representative a complete review of his/her own personnel file.

3. The procedures of this section shall not be applicable in the nonrenewal of a Member's supplemental contract.

4. The provisions of the Consolidated Omnibus Benefit Reconciliation Act (COBRA) shall be followed for all employees.

G — REDUCTION IN STAFF

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

1. At least sixty (60) days prior to proceeding with an anticipated staff reduction, the Association president shall be notified by the Superintendent of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the Association and the Superintendent to review appropriate data indicating a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and the possible effects of said reduction. Also, at this meeting, the Association will be provided with a seniority list of all employees.

2. To the extent possible, the number of employees affected by a reduction in force will be minimized by not employing replacements for those employees who retire, resign, or whose limited contracts are non-renewed due to unsatisfactory performance. It is recognized, however, that attrition alone may not be sufficient to accomplish necessary reductions.

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

   a. All Members of the bargaining unit except non-tenured tutors will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Then those serving under limited contracts will be listed in descending order of seniority.

   b. Limited contracts shall be suspended before continuing contracts within each certified/licensed area.

   c. Within the above two (2) categories, Members shall have their contracts suspended in order of seniority. Seniority shall be determined by the date of employment (except in cases where it is prorated for part-time employees pursuant to the last paragraph of subsection D of these procedures). Should two (2) members have identical dates of employment, the date the contract was signed shall determine the Member with the most seniority. Should those dates be identical, then the date stamped on the application as received in the Office of the Superintendent shall determine the Member with the most seniority.

   d. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/license who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification/license for which the involved employee is properly certificated/licensed as of the date on which the Board takes action to suspend contracts. For purposes of this provision, "properly certificated/licensed" shall be construed to mean that the employee has filed a certificate/license with the Superintendent's office or has submitted the appropriate application for an additional area of certification/license. A full-time employee may be displaced by a part-time employee if such part-time employee has more seniority.

e. An employee whose contract is suspended as a result of a Board-approved staff reduction shall be given written notification no later than thirty (30) days prior to the effective date of the reduction. The notification shall state the exact date when the suspension begins. A copy of such notification shall be provided to the president of the Norwalk Teachers Association.

f. Reductions in force may only become effective on the first day of a semester.

3. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list. A teacher's name will be removed from the recall list if the Member fails to notify the Superintendent annually on or before September 1st by certified mail of their current address and telephone number. Teachers on the recall list will have the following rights:

a. Any Member on suspension shall be recalled in inverse order of such suspensions, on the basis of seniority and certification/license. No new teachers shall be employed by the Board while there are Members on suspension who qualify for any opening of a teaching position by nature of their certification/license.

b. The Board shall give written notice of recall from suspension by sending a registered or certified letter to said Member at his/her last known address. It shall be the responsibility of the Member to notify the Board annually by certified mail, no later than September 1, that the Member wants to remain on the recall list and of any change in address. Failure to issue this notification shall result in the removal of the Member from the recall list. The Member's address as it appears on the Board's records shall be conclusive when used in connection with suspension, recall, or other notice to the Member. If a Member fails to report to work within the next ten (10) school days from the date of receiving notice of recall, unless an extension is granted in writing by the Board, said Member shall be considered as a voluntary resignation and thereby terminate his/her employment contract and any other employment relationships with the Board and shall be removed from the recall list.

c. Placement on the salary schedule upon return of a Member from suspension shall be at the level he/she would have attained at the time of his/her suspension. Such placement shall be on the proper step of the salary schedule in existence at the time of the Member's return to service. Credit for experience on the Norwalk City School Salary Schedule cannot accrue during the time the Member is suspended under this section and has not gained experience in another district.

d. The Board will approve resignations from suspended contracts at any time.

e. The provisions of the Consolidated Omnibus Benefit Reconciliation Act (COBRA) shall be followed for all employees.

f. Acceptance or rejection of employment as a day-to-day substitute shall not constitute the basis for the employer to challenge a Member's entitlement to unemployment compensation benefits.

g. The personnel records and all references of those employees laid off pursuant to this policy shall clearly indicate that such was due to a reduction in force and was not due to unsatisfactory performance.

h. The administration will provide letters to all affected employees explaining the circumstances of the reduction in force, and will attempt to provide other forms of assistance, where possible, upon the request of the individual.

4. The seniority list shall be posted by March 1 of each work year. The employer shall prepare and post on the designated bulletin board in each building a seniority list indicating, by area of certification/license, the first day worked, the date of hire, the contract status (limited or continuing), and the total seniority of each employee. Said list shall be provided to the Association president on or before the date of posting. The names of employees on the seniority list shall appear in seniority rank order within areas of certification/license 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. The names of employees who are certificated/licensed in more than one (1) area shall be included on the listing for all areas of certification/license.

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Superintendent in writing of any inaccuracies which affect his/her seniority. The Superintendent shall make such adjustments as may be in order and post the updated list immediately. 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 posting during the succeeding school year with the single exception that an employee may submit additional areas of certification/license at any time.

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

H — PERSONNEL RECORDS

1. Upon request and proper identification of a Member the Administration shall: 1) inform the Member of the existence of any personal information in the system about him/her; 2) permit the Member or his/her attorney, upon the presentation of a signed, written authorization from the Member, to inspect all personal information in the system of which he/she is the subject; 3) inform the Member about the types of uses made of information in the system, including the identity of the users usually granted access to the system, and 4) allow the Member exercising his/her right to inspect the personal information in the system of which he/she is the subject to be accompanied by a person of his/her choice.

2. The review of any file shall, at the discretion of the Superintendent, be in the presence of the Superintendent or his/her designee.

3. A Member does not have the right of access to medical or psychological information. An agency must disclose such information to the Member's personal physician, psychiatrist, or to an attorney presenting a signed, written authorization by the Member, but may not disclose it to the Member.

4. If a Member disputes the accuracy, relevance, timeliness, or completeness of information on him/her maintained by the Board, he/she may request that the Superintendent investigate the current status of the information within reasonable time of receiving the request and the agency must make a reasonable investigation to determine if the disputed information complies with the provisions of law.

5. Copies of any information in either an employee's master (Superintendent's office) or building file shall be provided to the Member upon written request to the Superintendent or his/her designee. The actual cost of such copies shall be assessed and paid by the Member.

6. After the Superintendent, his/her designee, or building administrator receives such request, copies shall be provided to the requesting Member within five (5) school days. If the Member needs the requested copies immediately, the Member may use copy equipment in the building to make one (1) copy of each document; costs of such copies shall be paid by the Member.

7. Any material to be placed in the employee's master or building personnel file shall be shown to the employee and a copy shall be provided. The employee shall sign such material to indicate that he/she has seen the material, but such signature shall not be construed to indicate agreement with the contents of the material. The employee may write a rebuttal to any material which is to be placed in his/her file(s) and such rebuttal shall be permanently attached to the material in question. A copy of said rebuttal shall be provided to the author of the document being rebutted provided such material was authored by a school employee.

8. Any Member requesting the Superintendent or his/her designee to forward information out of his/her file must provide written authorization in advance of the release of such information.

9. Anonymous letters or information shall not be placed in an employee's file nor shall any record be made of same.

10. All personnel who have authorized access to personnel and student files shall perform all duties relative thereto in compliance with the provisions of Section 1347.05, .06, .07, .08, .09, .10, and 1347.99 of the Ohio Revised Code.

11. The Norwalk Board of Education and the Norwalk Teachers Association shall abide by and follow ORC 1347.09 as it relates to disputed information.

12. Custodians of the personnel records are obliged to follow the Ohio law as it pertains to the release of public records. Except as required by law, at no time, nor under any

circumstances, will the personnel files of any professional staff member be opened to the public.

13. Excluding law enforcement investigations involving a legal warrant, an employee shall be notified immediately of any request(s) to view the contents of the employee's personnel file. None of the rights granted to employees to inspect, review, dispute, request copies, or request the forwarding of information out of the file, as stated above, shall be permitted to interfere with, delay, or affect the administration's duty to respond as required by law to public records requests.

14. The Association agrees to release the custodians of the records from liability if a conflict arises between the negotiated agreement and the state law.

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

I — TEACHING CONDITIONS

1. The Board shall provide:

   a. A serviceable desk and chair and file cabinet for Member use in each classroom. Each Member shall be provided a file cabinet which shall be modified in such a manner that it may be secured by a padlock or other locking device.

   b. A work area containing adequate equipment, supplies, and resource materials.

   c. A reserved or separate lunch area.

   d. Adequate storage facilities in which Members may store instructional supplies.

   e. Ample staff parking facilities.

   f. A private lavatory for the faculty.

2. Members shall be notified prior to the end of the school year if their classroom is to be used during the summer. An area will be provided for Members to safely store materials and equipment. A complete inventory of material will be provided by each Member prior to the closing of school for summer vacation.

3. The Master schedule will be available to staff on August 15 or the next work day, unless changes are necessitated by staffing changes.

4. No Member shall be held liable for the negligent acts or omissions of any paraprofessional who may be assigned to such Member unless such Member was acting in concert with such paraprofessional.

5. Teachers who must travel from one location to another shall have sufficient travel time, and any assigned duty will be limited to one (1) building per day. This time encompasses set-up and take-down time and shall not be included in or deducted from the conference time or lunch period of the traveling teacher.

6. Full-time Members, their spouses, and their children under nineteen (19) years of age shall have free access to Norwalk City Schools home athletic events.

7. The Association President and the Superintendent will meet yearly to plan for the District to provide CPI training, Threat Assessment training, and PBIS training. The training will be provided in a reasonable manner and at reasonable intervals. Should the parties fail to agree on dates and times of training, then it shall be provided at a minimum of once every three (3) years.

J — CLASS SIZE

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

2. The class size limits will be:

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

a. Exceptions to class size limits include: Art, Music, Physical Education, Study Halls/Duties, Homerooms, Library, Technology and Life Skills.

b. If the maximum number of students is exceeded, for the majority of a semester (half the number of days plus one), the teacher shall receive a stipend of seventy-five dollars ($75.00) a semester for each student over the limit. Payment shall be made at the end of each semester.

c. It is the member's responsibility to inform the building principal when class sizes are exceeded.

K — SPECIAL NEEDS STUDENTS

1. A special education teacher must be involved in the development and revisions of, and must sign, any IEP for which he/she is to be held responsible.

2. At least one (1) regular education teacher should be involved in the development and revisions of each student's IEP. Regular education teachers shall be invited on a voluntary basis but shall not be required to attend IEP conferences outside the workday. It is understood that the terms of the IEP must be followed by all teachers who provide services to such students.

3. No bargaining unit member who is not a certificated/licensed school nurse shall be required to administer medication or to perform medical or custodial care services. Bargaining unit members may administer first aid as is appropriate.

4. Teachers who service any student(s) whose education is directed by an IEP or a Section 504 Plan shall be notified prior to the first day of school of the students' name(s) and required classroom modifications. Teachers of students newly enrolled shall be notified as soon as possible.

5. The Board will provide in-service education, workshops, and/or training for all bargaining unit members who are participating or about to participate in inclusion programs requiring specialized adaptations and/or services per IEPs or 504s. Requests for such in-service may be initiated by the bargaining unit member, the IAT, Special Education staff and/or building principal(s). A response regarding the status of such a request shall be made in a timely manner.

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

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

All payments will be made by the last pay period in June, based upon the number of IEPs written for the number of students on each Intervention Specialist's caseload as of June 1st.

L — EVALUATION — STAFF APPRAISAL

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

M — PROFESSIONAL DEVELOPMENT (IN-SERVICE)

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

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

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

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

N — TUTORS

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

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

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

O — LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

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

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

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

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

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

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

P — ENTRY YEAR PROGRAM

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

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

a. **MENTORS**

1) **Compensation**

Mentors shall be compensated.

2) **Qualifications**

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

3) **Confidentiality**

All interaction, written or verbal, between the mentor teacher and the inductee shall be regarded with the same confidentiality as that represented by the attorney-client relationship and shall not be used by either the Board or the Association in termination or non-renewal actions,

unless the matter involves illegal and criminal activities. Any violations of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or ORC 3319.16.

b. **INDUCTEES**

1) **Workload**

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

2) **Training**

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

3) **Confidentiality**

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

4) **Protection**

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

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

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

Q — EMPLOYMENT OF RETIRED TEACHERS

1. A retired teacher is a teacher who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification/license and background for public school teaching in Ohio.

2. Where a teaching vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the Board, the Board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent.

3. A retiree, with ten (10) or more years of service in a public, private, or parochial school accredited by the State of Ohio and public school experience accredited by a State Department of Education, shall be paid at the ten-year salary step level of the appropriate training column (with the maximum training considered for the determination of pay being at Master regardless of actual training). A retiree with less than ten (10) years of service in a public, private, or parochial school accredited by the State of Ohio and public school experience accredited by a State Department of Education, shall be paid at the actual salary step level of experience of the appropriate training column (with the maximum training considered for the determination of pay being at Master regardless of actual training). The retiree will not advance on the salary schedule based on additional years of service or additional training so long as employed by the Board. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code. A retiree may be hired on a part-time basis, in which case salary shall be prorated based upon a full workday.

4. A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to ORC §§3319.11 and 3319.111. Other provisions of the Negotiated Agreement and ORC §3313.53 are waived with respect to retiree eligibility for supplemental contracts, which shall only be offered to a retiree at the Superintendent's discretion.

5. A retiree shall accumulate and may use sick leave but shall not be entitled to severance pay upon conclusion of employment as a retiree. The District may advance a re-employed teacher up to five (5) days sick leave, but she/she may not receive sick leave donations covered under Article E.

6. A retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force.

7. The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay, and regardless of whether such terms or provisions are specifically cited herein.

8. Any provisions of the Negotiated Agreement governing mentorship shall not apply to a retiree.

PART IV

A — PROFESSIONAL LEAVE OF ABSENCE — SABBATICAL

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

1. A Member who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions: the Member shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission and at the conclusion of the leave provide evidence that the plan was followed. The Member may be required to return to the district at the end of the leave for a period of at least one (1) year. The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leave to more than five (5) percent of the professional staff at any one time, nor allow a part salary in excess of the difference between the base pay for Members with a bachelor's degree and "0" years of experience and the Member's expected salary except as otherwise provided in subsection 5 below, nor grant a leave longer than one (1) school year, nor grant a leave to any Member more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

2. The part salary granted pursuant to the Section shall be paid in nine (9) monthly installments. In consideration of such part salary, the Member shall agree to return to the Norwalk City School District at the end of such leave for a period of at least one (1) year. The Member shall be required to execute a cognovit note payable to the order of the Treasurer of the Norwalk City School District in the total amount of such part payment

plus interest at the prime rate plus two (2) percentage points. Such note shall become null and void upon the completion of one (1) year of service in the Norwalk City School District following the end of said leave.

3. Members will be eligible for sabbatical leave after five (5) years of service in the Norwalk City Schools.

4. Members may participate in the health care fringe coverage allowed by the carriers. Those Members who elect to participate must submit the total monthly premium to the Treasurer fifteen (15) days in advance of the due date.

5. If by the terms of this Collective Bargaining Agreement, the vacancy created by the granting of such leave effectively requires the replacement by a teacher who is placed on the salary schedule at a step other than at the bachelor's degree with "0" experience or after the good faith effort of the administration no replacement is available who can be placed on the salary schedule at the bachelor's degree with "0" experience, the part salary paid to the Member on leave shall be the difference between the salary of the least experienced person available and certified/licensed and the Member's expected salary.

6. The Member shall receive experience credit for the time such Member is on Sabbatical leave for determining placement on the salary schedule.

B — PROFESSIONAL CONFERENCE ATTENDANCE

1. Each Member shall be guaranteed at least one (1) opportunity every year for attendance at a professional conference, convention, or clinic with expenses paid in accordance with the provisions detailed below.

   a. Maximum reimbursement per conference shall not exceed five hundred dollars ($500.00).

   b. The Board's obligation for such conferences shall not exceed sixteen thousand dollars ($16,000.00) per year.

   c. Conference attendance which is required by the administration shall be excluded from the above dollar limits.

   d. All of the above mentioned conferences shall be related to the teaching certification/license area of the employee.

2. Any full-time Member desiring to attend a professional conference, convention, or clinic shall submit to the Superintendent a written request to do so on the form prescribed. Such request shall, if possible, be submitted no later than ten (10) school days prior to the conference, convention, or clinic and shall state the number of school days, if any, which the Member will miss by attending the conference or convention. The application shall provide a written summary as to the professional nature of the conference, convention, or clinic; an estimate of expenses; and the proposed method of travel.

3. If said request is approved, the Board shall pay, in addition to regular salary and cost of the substitute teacher, expenses of the Member attending the professional conference, convention or clinic as follows: a) registration fees; b) the cost of meals shall not exceed thirty-five dollars ($35.00) per day unless a banquet or scheduled meal causes the per diem rate to exceed thirty-five dollars ($35.00) per day, in which case the maximum rate shall be forty-five dollars ($45.00); c) lodging; d) transportation via the method approved by the Superintendent; e) none of the above that are reimbursed by another group or organization. Each request shall be accompanied by a copy of the program for each convention, conference, or clinic whenever possible.

4. If the approved method of transportation is via automobile, mileage will be paid at the rate that is currently approved by the Board in Part I, Section S. In no case shall the transportation cost by automobile exceed the cost of the same trip by train or airplane coach.

5. Said Member shall be notified in writing within five (5) school days, if possible, after application of the Superintendent's action on the request.

6. To be eligible for reimbursement of the above expenses, the Member attending the professional conference, convention, or clinic must submit a statement of all expenses which shall be accompanied by the original receipts for the cost of transportation, lodging, meals, and registration forms. Such reimbursement shall be made with the second paycheck following the submission of the request for reimbursement provided funds are available or at such time as funds are available.

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

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

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

C — RETURN FROM MILITARY LEAVE

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

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

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

D — PERSONAL LEAVE

During each school year, each Member shall be granted "Personal Leave" as follows:

1. Three (3) unrestricted excused absences without loss of pay, subject to the following:

   a. No more than four (4) Members shall be absent for the purpose set forth in this article on any one (1) day.

   b. Application should be submitted to the Superintendent at least three (3) days in advance of the date of the intended use of the "Personal Day". Application will be approved on a first-come basis. Should the number of applications received for a day exceed four (4), those Members who applications are not approved will be so notified.

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

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

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

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

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

E — SICK LEAVE

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

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

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

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

5. After five (5) consecutive days or seven (7) non-consecutive days of sick leave or any absence on a professional development or in-service day, a Member, if requested, shall provide a signed statement from a health care provider. If an absence is reported after 6:30 a.m. on the day of the absence, a Member shall, if possible, make a phone call to their building administrator and then be entered into the absence system.

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

7. Members, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, pregnancy, adoption, injury, exposure to contagious disease which would be communicated to others, and for absence due to illness, injury, or death in the Member's immediate family. (ORC 3319.141)

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

9. Immediate family shall include:

Father	Uncle	Father-in-law
Mother	Nephew	Grandparents
Brother	Brother-in-law	Aunt
Sister	Son-in-law	Niece
Husband	Foster Child	Sister-in-law
Wife	Grandchild	Daughter-in-law
Child	Mother-in-law	Cousin

A member of the immediate household.

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

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

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

12. When a Member exhausts all accumulated sick leave, other Member may donate days to be used by the affected Member. No more than twenty (20) days per school year can be received by the affected Member.

13. In the case of death in the immediate family, the Member may have up to two (2) days bereavement paid leave annually.

F — LEAVE WITHOUT PAY

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

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

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

a. the bargaining unit member's own serious health conditions that keeps the employee from performing the essential functions of his/her job.

b. the birth and first-year care of a child.

c. the adoption or foster placement of a child.

d. the serious health condition of a spouse, son, daughter, guardian, parent of the employee's family, or any dependent child residing in the employee's house.

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

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

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

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

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

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

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

Bargaining Unit members may utilize the option of using accrued sick leave and/or personal leave at the same time as Family Medical Leave.

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

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

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

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

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

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

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

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

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

G — ASSAULT LEAVE

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

1. In order to be eligible for assault leave, the Member shall be required to apply for and the injury found to be compensable under Section 4123 of the Ohio Revised Code (Worker's Compensation). Provided, however, if coverage is denied solely because the Member did not satisfy the requirement of the waiting period, assault leave shall be granted and shall not be deducted from such Member's sick leave accumulation. If coverage is denied for any reason other than failure to qualify because of the waiting period, such Member shall be granted sick leave to the extent of such Member's accumulation of sick leave.

2. The assault must have occurred while working.

3. Report, or have reported by another, the incident to his/her supervisor within twenty-four (24) hours of the assault.

4. Members shall report, in writing, to their Principal or supervisor all incidents between pupils or between pupils and employees, including themselves, which could be reasonably thought to result in litigation or criminal allegations.

5. A certificate must be furnished by a physician stating the nature of the disability and period of temporary physical disability.

6. File a written report with the Superintendent as soon as physically possible stating the facts, identifying the assailant, if known, and stating the names and addresses of all witnesses.

7. File a criminal complaint against the person, if known, who assaulted him/her. This section does not require the Member to hire private counsel to criminally prosecute in this matter.

8. Cooperate with the appropriate prosecuting attorney in preparing the case against the alleged defendant.

9. Be ready, able, and willing, and, in the event the case comes to trial, to testify as to the facts of the assault and against the person who assaulted him/her.

10. Provided the Member qualifies for assault leave, the time necessary for the criminal proceedings will be granted without loss of pay.

11. In the event the Member drops the case or instructs the prosecuting attorney to withdraw or dismiss the case against the defendant, he/she forfeits assault leave pay and the days absent shall be charged to sick leave.

12. Assault leave, in no event shall exceed fifteen (15) working days. Thereafter, the Member must use sick leave for the remainder of his/her temporary physical disability.

13. The amount of assault leave paid shall be reduced by the amount of Worker's Compensation received by the Member. Such Member shall be granted his/her full salary but shall endorse and remit all benefits received to the Treasurer of the Board.

PART V

A — ASSOCIATION RIGHTS AND PRIVILEGES

1. A member of the Association will be given the opportunity at the opening session of each school year to extend a welcome and to make announcements to the teaching staff.

   The President of the Association shall contact the Superintendent in advance to be placed on the agenda.

2. The Association shall have right to place materials in the mailboxes of Members. Placement will be made by the Building Representative or his/her designee.

3. The Association is authorized to use the school mail service and Members' mailboxes for dispersal of Association materials. Mailboxes shall not be marked in any way to identify membership or non-membership in the Association.

4. The Association will have the right to use school buildings without cost at reasonable times for meetings.

   The Association shall follow established building use procedures.

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

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

B — MANAGEMENT RIGHTS

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

C — ACADEMIC FREEDOM

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

2. The parties recognize the faculty's rights concerning academic freedom. The teacher has the right to provide education in the classroom so long as the accepted standards of

professional behavior and responsibility as set forth as part of the Board's evaluation procedure, state standards and adopted courses of study and the competent fulfillment of the Board's approved curriculum guides are followed and adhered to. There shall be no limitations on Members with respect to their study, investigation, or interpretation of facts or ideas concerning man, society, government, the arts and sciences, the physical and biological world, or other areas of learning, and Members shall be guaranteed the freedom of individual conscience, association, and expression. The Member shall be held accountable for exercising reasonable and sound judgment in selecting for discussion and presentation of those issues which he/she deems appropriate when consideration is given to the maturity and understanding of the students involved.

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

D — PRINTING AND DISTRIBUTION OF MASTER AGREEMENT

1. Agreement shall be reached on the type of printing copy and the type of cover. The Master Agreement will be made available online.

2. Actual costs shall be shared equally by the Board and Association. The Association will be given the opportunity to share in the production of the Master Agreement. Example: typing, collation, stapling, etc.

3. The Association shall receive twelve (12) complimentary copies of the Master Agreement.

E — SEVERABILITY

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

F — TEACHER DISCIPLINARY CODE

Members shall be disciplined in accordance with the following provisions:

1. **OFFENSES** (Code of Conduct)

a. **CLASS I**

1) Failure to follow corporal punishment policy and Board adopted student discipline codes — the use of immoderate or excessive punishment of such nature as to produce injury or punishment actuated by malice, expressed or implied.

2) Unauthorized Absences — Absence from assigned work which is not authorized by the building Principal or the Superintendent.

3) Negligent Supervision — Negligent acts or omissions of the Member while in the course of employment which results in no personal injury and/or property damage or only minor personal injury and/or property damage not exceeding two hundred fifty dollars ($250.00).

4) Insubordination, which includes:

a) Failure to comply with reasonable directives of an administrator;
b) Disobedience and/or defiance of Board's policies and rules; and
c) Failure to follow the job description.

b. **CLASS II**

1) Negligent Supervision — Negligent acts or omissions of the Member while in the course of employment which results in serious physical injury or property damage in excess of two hundred fifty dollars ($250.00) in value.

2) Inefficiency (incompetency) — Serious deficiencies in the professional performance of the Member which adversely affects the effective management of the school district or the educational opportunities of its students, the goals and objectives of the school district, but performance which reasonably cannot be characterized as "gross inefficiency" as that term is used and understood in Section 3319.16 of the Revised Code.

3) Immorality — Conduct of the Member which is offensive to the moral standards of the community, but conduct which can be characterized as less than that immorality as set forth and understood in Section 3319.16 of the Revised Code.

2. **SANCTIONS**

The following sanctions shall be imposed for violation of the code of conduct as set forth in Section 1 above.

a. **CLASS I**

1st offense — 1 day suspension without pay
2nd offense — 2 days suspension without pay
3rd offense — 3 days suspension without pay
4th offense — escalates to a Class II offense

b. **CLASS II**

1st offense – 5 days suspension without pay
2nd offense and thereafter – 10 days suspension without pay

3. a. For the purpose of imposing the sanctions for reoccurring offenses as set forth in Class I, the offenses shall occur during the period of one (1) year (July 1 through June 30).

b. For the purpose of imposing the sanctions for reoccurring offenses as set forth in Class II, the offenses shall occur during the period of three (3) years (July 1 through June 30).

4. **DUE PROCESS**

All disciplinary conferences shall be in executive session. Due process shall include: written notice of the nature of the offense; opportunity for the Member to have a conference with the building Principal; an opportunity for a just cause hearing before the Superintendent; right of representation at such hearing by an individual of his or her choice; written disposition by the Superintendent within five (5) working days of the date of the conference; appeal within seven (7) calendar days to the Board; the authority of the Board to modify or vacate the disposition of the Superintendent.

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

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

6. This Section will not apply to Supplemental Contracts.

G — OSHA SAFETY DISCIPLINE PROCEDURE

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

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

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

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

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

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

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

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

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

H — POST-ACCIDENT TESTS

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

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

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

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

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

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

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

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

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

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

I — DURATION OF AGREEMENT

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

J – SIGNATURES

As authorized representatives of the Norwalk Board of Education and the Norwalk Teachers Association and in evidence of our approval of the terms and conditions contained in this Agreement, we do hereby affix our signatures to the agreement on this _____ day of _____, in the year 2025.

President
Norwalk Board of Education

President
Norwalk Teachers Association

Superintendent
Norwalk Board of Education

Negotiator
Norwalk Teachers Association

Treasurer
Norwalk Board of Education

SERB Agent of Record — OEA/NEA

APPENDIX A
3 pages

GRIEVANCE FORM

_____

NAME OF GRIEVANT DATE

_____

BUILDING ASSIGNMENT GRIEVANCE NO.

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

_____

_____

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

_____

The facts on which the alleged grievance is based: _____

_____

_____

_____

_____

The remedy sought: _____

_____

_____

_____

A Hearing is requested _____ Yes _____ No

_____

Signature Date

STEP TWO

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

_____

Signature of Principal Date

Disposition by Principal: _____

_____

_____

_____

_____

_____

_____

Signature Date

STEP THREE

A Hearing is requested _____ Yes _____ No

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

_____

Signature of Superintendent or Designee Date

Disposition of Superintendent: _____

_____

_____

_____

_____

Signature Date

STEP FOUR

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

_____

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

Disposition of the Board: _____

_____

_____

_____

_____

_____

_____

_____

Signature — Date

STEP FIVE

This grievance is hereby submitted to arbitration.

_____ _____

GRIEVANT — DATE

_____ _____

ASSOCIATION PRESIDENT — DATE

_____ _____

RECEIVED BY — DATE

APPENDIX B

AGREEMENT TO TEACH IN LIEU OF CONFERENCE PERIOD

Name _____

Social Security Number _____

Starting Date _____

Ending Date _____

Period _____

Study Hall _____ Other _____

Pay Rate _____ Total Pay _____

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

_____

Signature Date

_____

Superintendent Date

____ xls/____Action Req

APPENDIX C

APPLICATION FOR REIMBURSEMENT FOR COLLEGE CREDIT

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

This form must be submitted to the Superintendent's Office PRIOR to the first class.
You will receive this original document back once the Supt. signs it.

Name: _____ Date Submitted: _____

Building: _____ Grade/Subjects: _____

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

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

College giving credit: _____

Course # & Name: _____

Credential Types/Areas: _____

# of Hours: Check one: ☐Semester ☐Quarter Total Cost: $

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

Describe the course: (or attach course description)

Describe how this coursework will help you fulfill your goals listed as part of your approved Professional Development Plan? (or attach a copy of your Activity Proposal)

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

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

Do not write below, for Central Office use:

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

____**Application Approved** **Superintendent's Signature:** _____

____**Application NOT approved** **Date:** _____

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

_____ Semester hours approved; up to $200.00 each = $ _____
(Maximum # of semester hours per year: July 1-June 30 = 6)

_____ Quarter hours approved; up to $150.00 each = $ _____
(Maximum # of quarter hours per year: July 1-June 30 = 9)

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

In order to receive reimbursement you must submit a grade report or transcript AND proof of payment.
Once those items are received, reimbursement will be made within the following two (2) pay periods.

Semester Hours:		Quarter Hours:	
1-$200	4 - 800	1-$150	6 - 900
2 - 400	5-1000	2 - 300	7-1050
3 - 600	6-1200	3 - 450	8-1200
		4 - 600	9-1350
		5-- 750	

P — REIMBURSEMENT FOR COLLEGE CREDIT

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

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

QUALIFICATIONS:

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

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

3. **NATIONAL BOARD CERTIFICATION**

   Teachers who wish to pursue National Board Certification may apply for reimbursement of required fees on a one time only basis. No more than five (5) teachers may receive this reimbursement in any one (1) contract year.

PROCEDURE:

1. The amount of money available for tuition reimbursement shall be Sixty Thousand Dollars ($60,000) per year. The money in the tuition reimbursement fund will be divided equally into two (2) segments. One half of the money will cover applications for the time period of July 1 — December 31 and the second half of the money will cover the time period of January 1 — June 30. Any money left from the first segment will be carried over to the second segment.

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

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

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

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

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

7. Members receiving disapproval should contact the Superintendent if they have any questions regarding the decision.

8. Approval for tuition reimbursement for a specific course cannot be transferred to a different course or the same course in a different semester or quarter.

9. The Member must receive a grade of "C" or better, and/or if taking a pass/fail course, receive a passing grade, to be eligible for reimbursement.

10. Upon successful completion of the approved course or courses, evidence of transcript(s), and a receipt of the actual cost of the course or courses, reimbursement will be made within the following two (2) pay periods.

APPENDIX D

NORWALK CITY SCHOOLS
PROFESSIONAL CONFERENCE/ALTERNATE ASSIGNMENT

_____ Professional Conference _____ Alternate Assignment

Administrator's name requesting your attendance: ***Will students accompany you?***

_____ _____ Yes _____ No

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

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

Building: _____ Grade: _____ Subject: _____

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

_____

Sponsored by:_____

Location:_____

Date(s):_____ Time: from_____ to_____

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

Substitute Required: _____Yes: time – *from*_____ *to* _____
_____No

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

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

Transportation: _____
Lodging: _____
Meals: _____
Registration: _____

Total: _____ (not to exceed $350.00)

Applicant's Signature: _____ Date: _____

Supervisor's/Principal's Signature:_____ Date: _____

Approval of Superintendent:_____ Date:_____

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

PROFESSIONAL CONFERENCE:

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

ADMINISTRATIVE POLICY

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

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

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

   Examples of "department" are:

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

   Examples of "grade level" are:

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

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

****

ALTERNATE ASSIGNMENT:

Use "Alternate Assignment" when reimbursement is being requested while supervising students or your student group is split so that a substitute is needed.

Circumstances for using "Alternate Assignment" could be as follows:

1. Talking to or visiting classes in another building in the district
2. Preparation for programs in the district
3. Athletic Council Meetings in the district
4. Curriculum Council Meetings in the district
5. Curriculum Study Meetings in the district
6. Field trips with students
7. Mohican School in the Out-of-Doors
8. Athletic Contest with students
9. Academic Contest with students
10. IEP Conferences
11. Kindergarten Screening

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

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

APPENDIX E

Norwalk City School District

Teacher Evaluation System

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

Updated May - 2021

I. SCOPE AND PURPOSE

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Teacher of Record: A teacher who is:

Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,

Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,

Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

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

PURPOSES

The purposes of teacher evaluation are:

To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.

To inform instruction.

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

Additionally, the evaluation process is to:

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

APPLICATION

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

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

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

II. STANDING JOINT COMMITTEES FOR TEACHER EVALUATION

AUTHORITY

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

EVALUATION COMMITTEE

Committee Composition

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

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

Committee Operation

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

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

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

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

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

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

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

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

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

III. EVALUATION STRUCTURE AND PROCEDURES

SCHEDULE OF EVALUATION

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

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

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

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

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

IV. EVALUATORS

QUALIFICATIONS AND ROLE

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

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

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

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

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

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

CRITERIA FOR PERFORMANCE ASSESSMENT

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

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

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

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

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

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

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

OBSERVATIONS

A. Schedule of Observations

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

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

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

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

B. Observation Conference

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

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

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

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

WALKTHROUGHS

A walkthrough/informal observation is a:

Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
Method to allow evaluators opportunity to gather additional evidence on identified focus area(s) to enhance teacher practice;
Process for giving targeted evidence-based feedback to teachers; and
Means for evaluators to visit classrooms more frequently and more purposefully.

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

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

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

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

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

HIGH QUALITY STUDENT DATA (HQSD)

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

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

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

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

Knowledge of the students to whom the teacher provides instruction;

The teacher's use of differentiated instruction practices;

Assessment of student learning;

The use of assessment data;

Professional responsibility and growth.

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

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

PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

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

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

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

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

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

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

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

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

D. The improvement plan may include:

measurable instructional practices to be observed;

evidence-based resources, and assistance to be provided;

Clearly articulated timelines for the completion of the plan; and

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

Shall utilize the proper district form.

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

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

FINALIZATION OF EVALUATION

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

B. Completion of Evaluation Cycle

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

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

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

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

The evaluation report shall be completed, signed by both parties, and filed with the Superintendent by May 10 signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be

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

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

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

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

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

C. Response to Evaluation

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

V. COMMITMENT TO ORIENTATION AND PROFESSIONAL DEVELOPMENT

ORIENTATION OF TEACHERS

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

PROFESSIONAL DEVELOPMENT

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

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

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

SCHEDULE OF EVALUATION

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

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

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

D. Ohio Evaluation System (OhioES)

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

Norwalk City School District

Teacher Evaluation Form
(Applies individuals not qualifying for OTES)

Name: _____ Building: _____

Subject, Grade or Area: _____

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

Section I: Key – These Ratings will be used:

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

A. Classroom Instruction and Effective Organization _____

B. Effective Communication _____

C. Interaction with Pupil (Staff) _____

D. Professional Participation _____

E. Professional Qualities _____

F. Other Duties As May Be Assigned _____

Overall Rating: (This is not necessarily arrived by adding or Averaging the six areas listed above.) _____

Any unsatisfactory rating shall be accompanied by a written explanation and specific recommendations for correcting any cited deficiencies.

Observations:

1. _____ From: _____ to: _____

2. _____ From: _____ to: _____

Section II: Use Narrative to complete this section.

COMMENDABLE AREAS

AREAS OF NOTED IMPROVEMENT

AREAS NEEDING IMPROVEMENT

Section III: Summary of Evaluation

Section IV:

Date of Conference: _____

Signature of Evaluator: _____

Date: _____

Signature of Educator: _____

Date: _____

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