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# MASTER AGREEMENT

by and  
between the

## NORWOOD TEACHERS' ASSOCIATION

an affiliate of the  
OHIO EDUCATION ASSOCIATION  
and the  
NATIONAL EDUCATION ASSOCIATION

and the

## NORWOOD BOARD OF EDUCATION

of the  
NORWOOD CITY SCHOOL DISTRICT  
HAMILTON COUNTY, OHIO

EFFECTIVE:  
AUGUST 1, 2014 through July 31, 2017

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**PREAMBLE**

The Board of Education of the Norwood City School District (hereafter referred to as the "Board"), and the Norwood Teachers' Association (hereafter referred to as the "Association"), as parties to this Agreement, recognize that together they provide services essential to the well-being of the students in the Norwood Public Schools. The purpose of this Agreement is to assure that a high quality of education continues to be provided to the students.

The educational interests of the students in the Norwood Public Schools will be most successfully promoted through the establishment of orderly procedures which will provide for the educators in the Norwood Public Schools a means of communication with the Norwood Board of Education.

**ARTICLE I:**  
**RECOGNITION/BARGAINING UNIT**

- 1.01 The Board hereby recognizes that the Association, an affiliate of the OEA, SWOEA, and the NEA, is the sole and exclusive bargaining agent for all full and part-time professional (as defined in O.R.C. 4117.01[J]) personnel employed by the Board, including those persons on leave or on long-term substitute basis but excluding casual substitutes, and all administrative and supervisory staff whose function is to develop information and make recommendations relative to hiring, evaluation, promotion, and nonrenewal or termination of staff.
- 1.02 Payroll deductions for Association dues shall be authorized solely for the Norwood Teachers' Association as the exclusive bargaining agent.
- 1.03 The group of represented employees shall be referred to herein as the "bargaining unit", and any teacher represented as a member of the bargaining unit shall be referred to herein as a "member."
- A. Long-term Substitute - a properly certificated person approved by the Board to fill in for the same certified member for a length of time over sixty (60) school days in the same school year.
- (1) This position shall receive Board approved substitute daily pay up to and including the 60th day.
  - (2) After the 60th day as a long-term substitute in the same school year, this position shall receive the per diem rate B.A., Step 1 of the approved salary schedule. This person shall also start receiving other bargaining unit benefits provided by this Agreement.
  - (3) Long-term substitutes acquiring bargaining unit status are deemed employed under a one-year limited contract which automatically expires upon completion of the school year.
- B. Full-time is defined as employment for five and one-half (5½) hours per day or more, exclusive of lunch period, five (5) days per week. Part-time is defined as any employment less than full-time.

**ARTICLE II:**  
**AUTHORITY OF BOARD OF EDUCATION**

Except where express terms of this Agreement provide otherwise, it is recognized that the Board of Education has full authority and responsibility to make decisions on a unilateral basis in all matters. Any decision of the Board which pertains to a matter which is not expressly provided for in this Agreement is not subject to the grievance procedures.

**ARTICLE III:**  
**ORGANIZATIONAL RIGHTS**

3.01 **DISSEMINATION OF MATERIALS**

The Association shall have the right to:

- A. Provide organization identification, which the members or their designee may place on their mailbox, and to place notices, circulars, and other material in all teachers' mailboxes.
- B. Use the interschool mail and electronic mail system to distribute material of the type described above.
- C. Use one (1) bulletin board in the faculty lounge or faculty lunchroom in each building.

3.02 **RIGHT OF ACCESS FOR ASSOCIATION PRESIDENT**

The Association President or designee shall have the right to visit schools. Either prior to or immediately upon the arrival of the President at any school, the Association President shall advise the principal, or in the principal's absence, the acting building administrator of his/her desire to visit the school and secure the permission of each administrator to make the visit. Such permission may be delayed only if the visit, at the time desired, would interfere with the regular teaching duties of the member(s) to be contacted. Visits that are made to discuss special problems of members with the principal must be arranged in advance with the principal or, in the principal's absence, with the acting building administrator.

3.03 **BOARD MEETING**

The Board shall provide the Association through its President or designee notice of every regular or special Board meeting. A copy of the agenda of the meeting shall be provided to the Association President or designee no later than the afternoon of the meeting. Minutes of the Board meeting shall be sent to the Association President or designee. A failure of the Board to comply with this Section shall not be deemed to negate the actions or decisions of the Board.

3.04 **DOCUMENTS**

The Association shall be provided, upon request, at reasonable cost, and in a timely manner, a copy of any and all documents and information which are matters of public record.

3.05

PAYROLL DEDUCTION OF DUES

- A. Members authorizing payroll deduction of Association dues under Article X of this Agreement shall have the right to authorize a continuing deduction until such time that the member revokes the authorization. A member who revokes a continuing authorization must certify that a copy of the revocation notice was served upon the Association. A continuing authorization, once revoked, may not be reinstated for the remainder of the school year in which the revocation is made.
  
- B. If the Association submits to the Board Treasurer all authorization forms for payroll deduction by October 1 each year, the Board Treasurer shall begin payroll deduction of dues with the first paycheck following October 1 and continue deducting in equal installments for not less than twenty (20) deductions. If the forms are submitted later, the Board Treasurer will begin deductions with the first paycheck following submission of forms.
  
- C. All payroll deductions of dues shall be transmitted to the Association Treasurer monthly, accompanied by a list of members for whom the deductions are made and the amount of each deduction. Failure of the Board to comply with this provision for reasons of technical difficulty will not result in a grievable matter.

**ARTICLE IV:**  
**GRIEVANCE PROCEDURE**

4.01 **DEFINITIONS**

- A. A "grievance" is an allegation by a member or by the Association that there has been a violation of one (1) or more of the provisions of this Agreement.
- B. An "aggrieved person" or "grievant" is the person(s) making the allegation.
- C. A working day is defined as one of the scheduled days in the bargaining unit members' school calendar.

4.02 **INITIATION AND PROCESSING**

A. **Step One**

- (1) The grievant shall within fifteen (15) working days of knowledge of the event(s) giving rise to the grievance, discuss the grievance with his/her immediate superior or with the Administrator most directly concerned with the grievance, with the objective of resolving the matter informally.
- (2) If the grievant is not satisfied with the disposition of his/her grievance, he/she may within fifteen (15) working days of the response or, if there is no response, within thirty (30) working days of knowledge of the event giving rise to the grievance, file a written grievance with a full statement of the facts constituting the alleged violation with his/her principal or supervisor. Copies of such written grievance shall be sent by the aggrieved party to the representative of the Association and to the Superintendent. Neither the Board nor the administration will recognize any representative of any teacher organization other than the Association and its affiliates.
- (3) The principal or supervisor shall communicate to the grievant his/her decision to the written grievance in writing within five (5) working days of the receipt of the written grievance.

B. **Step Two**

- (1) Within five (5) working days of receipt by the grievant of the decision rendered by the principal or supervisor, such decision may be appealed to the Superintendent. The appeal shall include:

- (a) A copy of the decision;
  - (b) The grounds for appeal.
- (2) The appeal shall be heard by the Superintendent within fifteen (15) working days of its receipt by him/her. Five (5) working days prior to the hearing, written notice of the time and place shall be given to the grievant and to the Association.
  - (3) Within five (5) working days of hearing the appeal, the Superintendent shall communicate to the grievant his written decision, including supporting reasons. A copy of the decision shall be sent to the Association.

C. Step Three

- (1) If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The Association shall demand arbitration by written notice to the Superintendent not later than thirty (30) working days of receipt of the Step Two response from the Superintendent but not later than one hundred eighty (180) days of knowledge of the event giving rise to the grievance.
- (2) The parties mutually agree to use the following three (3) arbitrators:
  - A. Michael Paolucci
  - B. Charles Adamson
  - C. Mitch Goldberg

Assignment of grievances shall be made on a continuous rotating basis among the three (3) above-mentioned arbitrators. In the event that an arbitrator is unable to remain on the list, the parties shall meet to mutually agree on a replacement. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with the management prerogatives involving Board discretion or interfere with the powers, duties and rules and regulations having the force and effect of law. The arbitrator shall have no power to alter, add to, and/or subtract from the terms of the Agreement. The fees and expenses of the arbitrator shall be shared equally by the Board and by the Association. The decision of the arbitrator shall be binding on all parties. With the exception of the process for the selection of the arbitrator, or any other contractual provision related to the arbitration hearing, the parties agree that the arbitration process shall adhere to the American Arbitration Association's rules and regulations.

- (3) Grievance records will not be retained in any member's personnel file unless resolution of the grievance results in a change of the member's status which must be recorded in the personnel file.

- (4) The grievant may be represented by an Association representative at any step of the grievance process.
- (5) The grievance may be withdrawn at any step without prejudice.
- (6) The grievant(s) and/or Association representative(s) shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits if the meeting or hearing is scheduled during regular working hours.

4.03

The time limits contained herein shall be strictly enforced, provided that any failure on the part of the employer to respond within the time limits set for a response shall not be deemed a default, but shall allow the grievant to proceed to the next step of the grievance procedure. A failure of the grievant to take the grievance to the next step of the grievance procedure shall be deemed a resolution of the grievance in accord with the last answer of the employer.

**ARTICLE V:**  
**EMPLOYEE DISCIPLINE**

5.01 **JUST CAUSE**

No member shall be disciplined, terminated or suspended without good and just cause.

5.02 **NOTICES**

- A. All notices of disciplinary action, excluding termination, shall contain a statement that the notice has been served upon the member. A member receiving a notice of disciplinary action shall sign the notice and acknowledge receipt on the date of service. If the member refuses to sign the notice, said notice shall be considered received as of the indicated date of service.
- B. A notice of termination shall be served by certified mail, return receipt requested. In addition to service by certified mail, the Board may serve a termination notice by personal service.
- C. If said notice is returned as undeliverable or refused, it shall be determined that the Board has met their obligation to notify. The date of service shall be deemed either the date received by certified mail or the date of personal service, whichever is later.

5.03 **ASSOCIATION REPRESENTATION**

A pre-disciplinary hearing shall be held prior to any disciplinary action to suspend or terminate any bargaining unit member, unless the member specifically waives the hearing in writing. The member must have advance notification of the purpose of the hearing, and shall have the right to have an Association representative at the hearing.

5.04 **DISCIPLINARY PROCEDURE**

- A. Nothing in this Section shall restrict the right of the Superintendent to temporarily suspend a member for incidents which necessitate the member's immediate removal from the classroom. In such an event, the member shall be entitled to a conference within three (3) working days of the suspension. The member shall have the right to have an Association representative present at the conference.
- B. Within six (6) working days of the pre-disciplinary hearing, the Superintendent, or his representative, shall give a member written notice of his intent to recommend disciplinary action to the Board. The notice shall state the reason for such recommendation in terms sufficiently adequate to understand the charges against the member.

5.05 APPEAL PROCEDURE

With the exception of verbal and written reprimands, all other disciplinary actions as described in Section 5.01 above are subject to appeal exclusively through the grievance and arbitration provisions of this Agreement. Statutory appeal rights set forth in Chapter 3319, ORC, shall not be applicable to bargaining unit members. Suspensions without pay and terminations may be appealed directly to arbitration without exhausting the steps of the grievance procedure. Evaluations may not be used as evidence in disciplinary arbitrations without independent supporting evidence.

**ARTICLE VI:**  
**TEACHER EVALUATIONS**

6.01 Teachers shall be evaluated in accordance with the terms of the Memorandum of Understanding attached hereto.

**ARTICLE VII:**  
**EMPLOYER/EMPLOYEE RELATIONS COMMITTEE**

There shall be an Employer/Employee Relations Committee for the purpose of maintaining a continuing dialogue relating to the issues which affect the labor-management relationship. The Association and the Board shall designate an equal number of representatives, not to exceed three (3), to the committee. The chair of the committee shall alternate between a chosen representative from each group. This committee shall meet at least four (4) times throughout the school year. The meetings shall not be collective bargaining.

**ARTICLE VIII:**  
**PERSONNEL FILE**

Subject to the provisions of Chapter 1347 of the Ohio Revised Code (ORC) and Section 149.43 of the ORC:

- 8.01 A personnel file of all members shall be maintained at the Superintendent's office. This shall be considered a confidential file to the extent permitted under Ohio law and the only official file of recorded information of members maintained by the Board and administration.
- 8.02 If a member or his/her designee wishes to review the file maintained by the Board on him/her, he/she shall make a request to the Superintendent or designee. The member may review the file in the presence of the Superintendent or designee. The following person(s) may review the Board's file on a member:
- A. Superintendent.
  - B. Assistant Superintendent.
  - C. Building principal or administrative person(s) or their agents of the Board having a school business need to review the file.
  - D. In the event a public records request is made to review a member's personnel file, the member shall be notified in a reasonable period of time.
- 8.03 All material placed in the personnel file of a member shall include the following:
- A. A dated stamp of the date the item was placed in the file.
  - B. (1) Initials and dates of the member in whose file the entry is being made and the initials of the administrator placing the information in the file. The member must sign or initial each entry, but the member's signature or initials will not indicate agreement with the content of the material, and will indicate only that the material has been inspected by the member. A copy of the initialed entries shall be provided if requested at no cost.
  - (2) If the member refuses to initial the entry, it shall be noted thereon and placed in the file. The member may attach a response to any entry in the file.
  - (3) The Board shall retain in each member's personnel file all correspondence received from said member regarding any matter of interest to said member.
- 8.04 Anonymous letters or materials shall not be placed in a member's file, nor shall they be made a matter of record.
- 8.05 At no time nor under any circumstances will the non-public information in any file be

open to the public or to any person not authorized by the member except as otherwise provided herein.

- 8.06 A member will be entitled to a copy of any material in his/her file, except pre-employment information, upon the payment of reasonable copying charges.
- 8.07 All materials placed in the member's personnel file must be accurate, relevant, timely and complete.

**ARTICLE IX:**  
**NON-DISCRIMINATION**

- 9.01 The Board agrees that neither they nor their representatives or agents shall in any manner intimidate, coerce, restrain or interfere with the right of any person to form, join or assist a labor organization or association or to refrain from any of these activities specifically including the right to join, maintain or terminate Association membership. A member shall suffer no reprisals by reason of his/her participation or non-participation in any lawful Association activity or in the exercise of any rights provided in this Agreement.
- 9.02 A member shall be free to engage in other legal employment outside the Norwood City School District provided such employment does not adversely affect the performance of the member's teaching duties, or substantially denigrate the teaching profession:

**ARTICLE X:**  
**COMPENSATION SCHEDULE**

10.01 The Board shall adopt the salary and supplemental schedule included at the end of this Agreement.

- A. Members shall receive their pay in twenty-four (24) equal installments. Pay shall occur on the 10<sup>th</sup> and 25<sup>th</sup> of each month.
- B. A member shall be entitled to move to a higher column of the salary schedule either at the start or mid-term of the school year. Documented proof shall be provided to the Board not later than September 30 or January 31, respectively. Documented proof means certification/licensure from the college or university, or from the State Department of Education, that the member has successfully completed the required number of hours, or has achieved the required degree for advancement to the next salary lane.

10.02 The Board shall deduct all Federal, State, City and School District taxes applicable to each member.

- A. The Board shall, upon written authorization of the member, deduct, at no cost to the member, in equal installments the following:
  - (1) Credit Union.
  - (2) Tax Sheltered Annuity (restricted to companies available through Board's Annuity Agent of Record).
  - (3) NTA/SWOWEA/OEA/NEA dues.
- B. For tax sheltering purposes only, the Board shall continue to designate and consider, each employee's mandatory contribution to the State Teachers Retirement System (STRS), as deferred salary paid by the Board. The amount of an employee's income reported by the Board as subject to Federal and State Income Tax, shall be the employee's total gross income reduced by the amount of the employee's mandatory contribution to the STRS. The Board shall not be required to pay any part of the employee's contribution to the State Teachers Retirement System.

10.03 All new supplemental contract salaries, not currently included in this Agreement, shall be subject to bargaining before they are implemented.

10.04 Tutors shall be paid at the negotiated hourly rate found in the Non-Athletic Supplemental Salary Schedule. Tutors shall be paid for all scheduled student contact time.

10.05 NATIONAL BOARD CERTIFICATION

- A. Any teacher who receives National Board Certification shall receive an annual two percent (2%) increase in the teacher's salary as determined by calculating the teacher's current step on the teachers' salary scale and adding two percent (2%) to the teacher's base salary. This two percent (2%) increase shall be above and beyond any negotiated base increase which may be agreed upon between the Association and the Board pursuant to collective bargaining negotiations.
- B. The two percent (2%) increase to a teacher's salary shall remain in effect and the teacher shall receive said two percent (2%) increase provided the teacher maintains all applicable certification requirements for National Board Certified teachers.

10.06 The salary schedule shall reflect the below listed wage adjustments:

2014-2015 school year -- no step increases with a 4% base salary increase;

2015-2016 school year -- step increase if eligible and a 1% base salary increase;

2016-2017 school year -- step increase if eligible and a 1% base salary increase.

A 1% loyalty bonus (one-time payment) during the 2014-2015 school year paid to NTA members who were employed by the Norwood City School District Board of Education as a teacher during the 2009-2010 school year and are still employed during the 2014-2015 school year.

The position of "technology integrator" shall be added to the supplemental salary schedule and shall be paid the rate of \$1,000.00 per contract year.

**ARTICLE XI:**  
**ASSOCIATION LEAVE**

- 11.01 The Association shall be granted nine (9) cumulative days of leave per year to be used by members designated by the Association for attendance at statewide or national conventions, meetings, seminars, or other lawful Association business. A single Association member may not use more than six (6) total days of Association leave each school year.
- 11.02 Association leave shall be with pay and shall not be deducted from a member's personal leave.
- 11.03 Association leave requests shall be submitted in writing to the Superintendent not later than five (5) workdays prior to the date of the requested leave.
- 11.04 Association leave shall not be granted in increments of less than one-half (1/2) day.

**ARTICLE XII:**  
**MEMBER CONTRACT YEAR/WORKDAY/LUNCH PERIOD**

12.01 **MEMBER CONTRACT YEAR**

- A. The contract year for members shall not exceed one hundred eighty-three (183) workdays. Teachers shall be entitled to pay the first five (5) days that school is cancelled due to inclement weather or other necessary reasons. After five (5) cancelled school days, teachers may be required to make up additional days of school that may be cancelled due to inclement weather or other necessary reasons.
- B. There shall be no Saturdays, Sundays and/or legal holidays scheduled as workdays in any calendar adopted by, changed by, or amended by the Board.

12.02 **MEMBER WORKDAY**

- A. The length of the workday for all members shall be seven and one-half (7-1/2) consecutive hours.
- B. Faculty meetings shall not extend more than thirty (30) minutes beyond the seven and one-half (7-1/2) hour member workday.

12.03 **LUNCH PERIOD**

- A. Each member shall be granted at least thirty (30) consecutive minutes for lunch each school day during which time the member shall not be required to perform any school activity.
- B. The granting of the lunch period to a member shall not be cause for lengthening the school day.

12.04 **IN-SERVICE TRAINING**

Attendance at in-service training programs scheduled beyond the regular member workday shall be at the discretion of the member.

12.05 **PREPARATION/PLANNING TIME**

All members shall be guaranteed a minimum of two hundred (200) minutes of preparation/planning time per week during the school day, exclusive of the thirty (30) minute lunch period. Every effort will be made to equalize the staff's duty schedule in order to maximize preparation/planning time. Preparation/planning time for staff in grades 7 through 12 shall be maintained at present levels.

- 12.06 Every effort will be made in grades 7 through 12 to limit the number of preparations to three (3) per day.
- 12.07 Each member who covers a class of an absent member shall be paid at the curriculum rate for all time spent substituting. The member who substitutes is responsible to fill out the appropriate form, available in their principal's office, and submit the form to the principal within ten (10) working days.

**ARTICLE XIII:**  
**FAMILY AND MEDICAL LEAVE**

- 13.01 All leaves of absence taken for a reason for which leave under the Family Medical Leave Act is available shall be deducted from the twelve (12) weeks of leave provided by the Family Medical Leave Act. Bargaining unit members shall be entitled to all rights under the Family Medical Leave Act including the right to a continuation of Board paid health insurance benefits as provided under the Act.
- 13.02 The Board shall adopt a policy consistent with the Family Medical Leave Act which will be available in the Board policy book housed in each school library.

**ARTICLE XIV:**  
**SICK LEAVE/PHYSICAL ASSAULT LEAVE**

14.01 **ANNUAL ALLOWANCE**

- A. Members shall be granted sick leave on the following basis: one and one-quarter (1¼) days for each completed month of service or fifteen (15) days for each completed year of service to a maximum of two hundred fifty-two (252) days.
- B. A member shall be given a written statement of his/her accumulated sick leave once each school quarter.
- C. A member may donate accumulated sick leave to another member who has exhausted his/her sick leave at a rate of two to one (2:1). For each two (2) days donated, the receiving member shall be credited with one (1) day of sick leave. All donations must be in increments of two (2) days and must be on forms provided by the Board Treasurer. A member may donate not more than ten (10) days of the member's accumulated sick leave per contract year.

14.02 **APPROVED USE OF SICK LEAVE DAYS**

- A. Sick leave may be used by all members for those reasons and situations enumerated in the state statute (ORC 3319.141), including the following:
  - (1) Personal illness and/or medical reasons.
  - (2) Pregnancy and pregnancy related disabilities (see Maternity Rights, Article XV).
  - (3) Exposure to contagious disease which could be communicated to others.
  - (4) Personal injury.
  - (5) Illness or injury in immediate family.
  - (6) Death in immediate family.

The falsification of reasons for the use of sick leave may be grounds for disciplinary action up to and including termination.

- B. The "immediate family" shall be defined for purposes of 14.02 A.(5) as including parents, step-parents, grandparents, spouse, mothers-in-law, fathers-in-law, grandparents-in-law, brothers, sisters, children (natural or adopted), grandchildren, brothers-in-law, sisters-in-law, nieces, nephews, stepchildren, or other members of the member's household.

- C. The immediate family for purposes of 14.02 A(6) shall include in addition to those listed in B. above, aunts and uncles.

14.03 PHYSICAL ASSAULT LEAVE

- A. A member shall be entitled to fifteen (15) workdays of paid physical assault leave if the member is physically or psychologically disabled as a result of a physical assault which arises out of the member's scope of employment.
- B. Physical assault leave shall not be charged against sick leave earned or earnable by a member.
- C. If in the opinion of a mutually selected physician paid for by the Board, the disability continues beyond fifteen (15) workdays, such leave may be extended for the length of the disability, up to a maximum of one hundred twenty (120) workdays.
- D. If a member is hospitalized as a result of a physical assault, paid assault leave shall continue until the member is released from the hospital but for not more than one (1) calendar year from the date of the assault if such hospitalization continues for more than one (1) year.
- E. Members on assault leave shall continue to be covered (at the Board's expense) by all insurance plans covered in this Agreement.
- F. Medical expenses arising from the assault and not reimbursed by the employee's health insurance plan will be reimbursed by the Board.
- G. Nothing herein shall restrict the right of the Board to recommend disability retirement for any member disabled as a result of an assault.
- H. Members on physical assault leave shall continue to earn seniority.

**ARTICLE XV:**  
**MATERNITY AND CHILD CARE LEAVE**

15.01 **CHILD CARE LEAVE**

- A. A member who gives birth or adopts, or whose spouse gives birth, has the option to request a child care leave without pay. Child care leave shall be granted for either:
- (1) Part of the current school year in which the child is born or the adoptee is placed.
  - (2) The remainder of the current school year in which the child is born or the adoptee is placed.
  - (3) The remainder of the current school year and all of the next school year, provided the member notifies the Superintendent in writing prior to April 1 that the member intends to extend child care leave through the following school year. Members giving birth or adopting after April 1 and before the commencement of the following school year shall give written notice to the Superintendent, within thirty (30) days after the birth or placement of the child, that the member intends to take child care leave for the following school year. The Superintendent may approve an earlier return to service in the following school year.
- B. A member shall be reinstated to a position for which he/she is qualified under his/her teaching certificate.
- C. Child care leave shall not be available to members with fewer than three (3) years of service unless approved by the Superintendent.
- D. A member shall have the right to continue medical, dental, life, and all other types of group insurance available to the member at the group rate at the member's expense.
- E. Whenever possible, a member shall give written notice to the Superintendent at least thirty (30) calendar days prior to the commencement and end of child care leave.
- F. A member on child care leave of absence shall give written notice to the Superintendent not later than April 1 preceding the commencement of the next school year that member intends to return to regular duties following the leave granted under A(2) or A(3) above. A failure to give written notice on or before

April 1 shall be deemed a resignation and the loss of the right of reinstatement. A member who gives written notice on or before April 1 and fails to return to duty at the commencement of the next school year shall be deemed to have breached the member's employment contract.

- G. A member shall be credited with a year of service for the school year in which a child care leave commences, or terminates, if the member works one (1) complete semester, or if during the school year the member has a combination of one hundred and twenty (120) workdays, paid sick and paid personal days.
- H. Child care leave and/or an extension of child care leave shall not be considered a break in continuous years of service.

**ARTICLE XVI:**  
**MEDICAL/DISABILITY LEAVE**

- 16.01 A member who becomes medically disabled and makes a written request shall be granted a medical leave without pay for the period of the disability, but not beyond the conclusion of the school year following the year in which the disability commences. A member must complete ninety (90) workdays of continuous employment before a new disability leave can be taken.
- A. Members seeking to return from medical leave shall give twenty (20) school days advance written notice to the Superintendent.
  - B. A member shall be reinstated to a position for which he/she is qualified under his/her teaching certificate.
  - C. Reinstatement rights shall not apply to supplemental duties.
  - D. Members on medical leave shall have the right to continue, at their expense, medical, dental, life and all other types of group insurance covered by this Agreement, at the group rate.
  - E. A member shall be credited with a year of service for the school year in which a medical leave commences or terminates if the member works one complete semester, or if during the school year the member has a combination of one hundred twenty (120) workdays, paid sick and paid personal days.
  - F. Medical leave and/or extensions of medical leave shall not be considered a break in continuous years of service.
- 16.02 A member who returns to active service from a disability retirement (covered by the STRS) shall return to the salary lane and seniority he/she held on the last day of active service (workday) prior to the disability retirement. Reinstatement shall be to a position for which the member qualifies based upon his/her certification/licensure.

**ARTICLE XVII:**  
**PERSONAL LEAVE AND JURY DUTY**

17.01 **PERSONAL LEAVE**

- A. A member shall be granted three (3) unrestricted personal leave days per year. Personal leave days may be carried over and accumulated up to a maximum of five (5) days.

A member must give not less than twenty-four (24) hours advance notice to use one (1) or two (2) personal day(s) or provide a detailed statement why twenty-four (24) hours advance notice could not be given. The Superintendent may reject the request for a personal day without twenty-four (24) hours advance notice if the stated reason is deemed insufficient. A member may grieve the Superintendent's decision.

A member requesting more than two (2) consecutive personal days shall provide thirty (30) days advance written notice to the principal and the Superintendent. Exceptions to this thirty (30) day notice requirement are entirely within the discretion of the Superintendent.

Unused accumulated personal days may be converted to cash at the member's per diem rate upon retirement or resignation from the school district. Unused accumulated personal days shall be forfeited if a member is terminated for cause or if a member resigns without giving proper statutory notice.

- B. Members hired after January 1 of any school year shall receive pro-rated personal leave days during the school year in which they are hired.
- C. Personal leave shall not be deducted from the number of days of sick leave accumulated by the member.
- D. Personal leave will not be granted for less than one-half (1/2) day.
- E. Personal leave will not be granted for:
- (1) Days on which a regularly scheduled in-service meeting or other related activities have been scheduled.
  - (2) The day immediately following or preceding a holiday or vacation or on the first or last day of the school year.
- F. Unused personal leave shall be converted to sick leave and added to the member's accumulated sick leave after the member accrues five (5) days of personal leave.

17.02 JURY DUTY

- A. Each member who serves on a jury shall provide the Superintendent/designee a copy of the summons to jury duty.
- B. Jury duty days shall not be deducted from personal or sick leave days.
- C. A member released from duty more than three (3) hours before the end of the school day shall return to their assigned school.

**ARTICLE XVIII:**  
**SPECIFICATION OF INDIVIDUAL CONTRACTS**

18.01 **REGULAR CONTRACTS**

All members employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

- A. Name of member.
- B. Name of the school district and Board employing said member.
- C. Type of contract, limited or continuing. If limited the number of years the contract is to be in effect.
- D. Annual compensation to be paid for the first year of the contract.
- E. Basis of determining compensation (i.e. classroom teacher, B.A. degree, 5 years experience).
- F. The number of days in the school year.
- G. Provisions stating that this individual contract is made pursuant to and subject to the terms and conditions of the Master Agreement with the Association.
- H. Provision for the signature of signing member and date.
- I. All members hired for the 2001-02 school year and thereafter shall have included in the member's individual contract a statement of the member's current certifications/licensures and a statement that the contract is conditioned on the member's maintaining those certifications/licensures.

18.02 **SALARY NOTICE**

ORC 3319.12 notwithstanding, the Board shall not be required to issue an annual salary notice.

18.03 **SUPPLEMENTAL CONTRACTS**

All members assigned additional responsibilities for which additional compensation for such responsibilities is granted shall be given a written contract that is in addition to their regular contract, in keeping with the ORC. Supplemental contracts shall include the following information:

- A. Name of said member.
- B. Name of the school district and Board for which responsibilities shall be performed.
- C. Length of time contract is to be in force.
- D. Provision stating that the supplemental contract is made pursuant to and subject to the terms and conditions of the Master Agreement with the Association.
- E. Provisions for signature of signing member and date.

18.04 All supplemental contracts shall expire at the conclusion of the term for which the contract was issued. The Board shall not be required to issue notice of the expiration or non-renewal of any supplemental contract.

18.05 All members holding multiple certifications/licensures on the date of initial employment by the Board must maintain those certifications/licensures for a period of six (6) years if the member has not taught in the area of licensure or certification during the six (6) year period.

**ARTICLE XIX:**  
**SUPPLEMENTAL PAY**

- 19.01 All supplemental positions will be offered to qualified bargaining unit members before offering the positions to outside individuals.
- 19.02 Members with "seasonal" supplemental contracts shall receive the pay in two (2) lump sum separate checks, each half of the contracted pay. The first sum shall be paid mid-season and the second within two (2) weeks after substantial completion of duties, including season-ending responsibilities to include, but not be limited to, the collection of fees, uniforms, etc.
- 19.03 Members with a year long supplemental contract shall receive the pay in eighteen (18) installments, each one-eighteenth (1/18) of the contracted pay. Pay shall begin on the third paycheck of the school year.
- 19.04 The Board of Education will only post those supplemental positions if the Board does not intend to hire the same person for the supplemental position in the subsequent school year. This will apply regardless of whether or not the person hired intended to be rehired is a certified employee, classified employee or non-employee of the school district.
- 19.05 A committee consisting of three (3) members selected by the Superintendent and three (3) members selected by the Association shall convene by October 1, 2014 to review and make recommendations for changes to the current supplemental salary schedules by May 1, 2015.

The committee's study shall include an evaluation of the requirements of the job descriptions of each supplemental contract and a review of the practice of members splitting supplementals. Recommendations shall take into consideration competitiveness of salaries with surrounding school districts and parity among the salaries of all supplemental contracts within the Norwood City School District. These changes shall be presented to the Superintendent and the Association President who shall present the recommendations to their respective governing bodies for ratification/approval. After mutual ratification/approval of the recommended changes, they shall be implemented for the 2015-2016 school year.

**ARTICLE XX:**  
**REDUCTION IN FORCE**

- 20.01 Whenever the Board of Education determines it is necessary to reduce the number of teaching positions, it may do so for any of the following reasons:
- A. Decline in student enrollment;
  - B. return to duty of regular members after leaves of absence;
  - C. suspension of schools, or territorial changes affecting the District.
  - D. lack of funds;
- 20.02 The Board shall first identify the courses, program areas and activities to be affected.
- 20.03 The reduction shall be made as follows:
- A. Suspension of contracts shall occur to limited contract members first and shall be on a seniority basis in the certificated area affected.
  - B. If the suspension of contract is necessary for any continuing contract member, it shall be on a seniority by certificated area basis.
  - C. Displacement rights shall be exercised by all members within their respective contract status (continuing contract or limited contract), with no limited contract member exercising displacement over continuing contract members. Displacement shall be limited to areas of the member's certification/licensure.
    - (1) If a member, whose position is being abolished, has a provisional, professional, or permanent certificate in more than one area, and there is a less senior member in an area in which the member holds a certificate, the least senior member among all the less senior members in all the other areas of certification/licensure shall be displaced.
    - (2) If a member has a temporary certificate to meet the requirements of the current teaching assignment, and also holds a provisional or higher certification/licensure in other teaching fields, that member shall be placed with the appropriate contract group based on their provisional or higher certification/licensure. The temporary certification/licensure shall not be used for seniority purposes.

- D. When contract status, seniority and certification/licensure are equal, qualifications will be used to determine whose contract is to be suspended.

20.04 Seniority shall be defined in priority as follows:

- A. A continuing contract (full or part-time) has retention rights over a limited contract in a given certification/licensure area regardless of the length of service.
- B. If contract status is equal, seniority shall be defined as length of continuous employment of a member in this system beginning with the first day of full or part-time employment pursuant to a regular teaching contract. Length of continuous employment shall include all time on sick leave and assault leave, seniority earned while on leaves of absence, all time on military leave of absence, and all time during suspension of the member if reinstated. Length of continuous employment is broken when a member fails to return after medical leave, disability leave, or child care leave, unless otherwise specified in this Agreement.
- (1) Teachers who have earned continuing contract status with the Norwood Board of Education, become administrators in the Norwood City Schools, and then return to a teaching position gain seniority years while in the administrative position.
- (2) The first day of employment for a teacher who started as a long-term substitute shall be the first day the teacher assumed the long-term position provided that employment continued into regular contract status.
- C. If the length of continuous service is equal, retention rights will go to the member with the highest degree as of April 1.
- D. If degrees are equal, seniority will go to the member with the highest total number of post degree graduate hours as of April 1 of the member's contract year.
- E. Contract status, degrees, hours and certification/licensure must be of record as of April 1 in order to determine displacement rights.

20.05 A. A member who is rehired after nonrenewal, or recalled from layoff shall have his/her seniority restored.

- B. Seniority shall be lost when a member resigns or retires.

20.06 Members whose contracts have been suspended shall have rights to recall as follows:

- A. Recall shall be made according to certification/licensure in the teaching field or subject. Certificated continuing contract members shall be recalled before certificated limited contract members. Total district wide seniority shall determine the order of recall within the area of certification/licensure and contract status.

- B. A member shall be considered certified for recall purposes if the member's certification/licensure permits the member to teach the subject and grade level to which the member is to be recalled, as set forth in the Ohio Revised Code and the Ohio Administrative Code.
- C. A recall list shall be maintained for a period of not less than two (2) years commencing with the day following the last day of paid service and shall remain in effect until the September 1 following the two (2) year period. Thereafter a member shall lose his/her right to recall. A copy of the list shall be given to the Association President.
- D. A member who finds employment, either as a teacher or in another area of employment during the two (2) year period, shall still have recall rights.
- E. Members recalled shall have the same seniority, accumulated sick-leave days, and continuous years of service when they return as they had when their contract was suspended, and shall enjoy the same benefits as all other members.
- F. If a teacher refuses an offered vacancy, his/her name shall be removed from the recall list and the Board's obligation is terminated.

20.07 A seniority list shall be prepared and regularly updated ranking all continuing contract members in the District by seniority, giving areas of certification/licensure and present teaching assignment, then all limited contract members in the District by seniority, giving areas of certification/licensure, and present teaching assignment. The Association President shall receive a copy of this list by December 1 of each year. Each member whose contract is to be suspended shall receive copies of this list.

20.08 If errors in this list are found within thirty (30) days of receipt of this list by the member whose contract is suspended, a revised list shall be prepared with all errors corrected and reduction in force shall be carried out in accord with the revised seniority list.

**ARTICLE XXI:**  
**HEALTH AND SAFETY**

The Board shall maintain all teaching facilities in a safe and healthful condition. Members shall not be required to teach in facilities when their health or safety is endangered in a significant and substantial manner.

**ARTICLE XXII:**  
**GENERAL**

22.01 **NOTICE OF ASSIGNMENT**

A principal shall make every effort to advise a member of the grade level, subject area assignment and/or building for the following year prior to the last day of the school year.

22.02 **CURRICULUM COMMITTEES**

Assignment to the Curriculum Committee shall be on a voluntary basis and meetings shall be held during the member workday or released time will be made available.

22.03 **VACANCIES**

- A. The Superintendent shall prepare a list of all bargaining unit openings and/or vacancies as soon as they become known and post them by Internet and E-mail with a weekly update. The list shall include the following information:
- (1) Position(s) available.
  - (2) Requirements/qualifications for job.
  - (3) Deadline for application.
  - (4) Effective starting date.
  - (5) Any additional pertinent information.
- B. An opening or vacancy is not subject to this provision until after any transfers have been made.
- C. In the event that a vacancy occurs in a position or assignment that is subject to posting pursuant to Section A above during the time that a recall list established under Section 20.06 is in effect, such vacancy shall not be posted, if there is a bargaining unit member on the recall list certified and/or licensed to perform the duties of the position.
- D. A member can, at any time, forward a reassignment request notifying the Superintendent of that member's desire to change teaching assignments.

- E. Any properly certificated/licensed member requesting an interview in order to be considered for transfer to a vacant position shall be interviewed prior to filling the position. A position may be temporarily filled during the application and interview period without violation of this Section.

22.04 MEMBERS AUTHORIZED TO TRAVEL

A member whose duties occur in more than one (1) school during said member's workday shall be reimbursed for mileage according to the IRS business mileage reimbursement rate.

22.05 STUDENT TEACHER POLICY

No member will be assigned a student teacher or student observer without the member's consent.

22.06 DUTY TO ASSIST

In the event of an assault upon a member by a student, the Board will provide its full support and all necessary assistance in the administration of its disciplinary procedures. Members required to testify by the state in the prosecution of the assailant shall be released from duty without loss of pay.

22.07 INFORMING TEACHER OF STUDENTS WITH SPECIAL PROBLEMS

A teacher who is assigned a pupil with a known physical, medical, or emotional problem, which could manifest itself in the classroom and adversely affects classroom performance, shall be informed by an administrator, nurse, or counselor of the nature of that problem.

22.08 ADDITIONAL WORK

- A. Members required to write or revise courses of study shall either be paid the current curriculum hourly rate, or provided release time, at the Board's option.
- B. Members required to work during the summer shall be paid at the summer school rate.
- C. The rate of pay for teacher members of the LPDC shall be the hourly rate specified in Section 22.08(A) above, which shall be paid until a total of one thousand dollars (\$1,000.00) per member has been reached.

22.09 POLYGRAPH/DRUG TESTS

No member shall be required to submit to a polygraph test. No member shall be required to submit to a drug test without probable cause.

22.10 TEACHER PROTECTION AND INDEMNIFICATION

A. The Board of Education shall indemnify and hold bargaining unit members harmless for all action, inaction or results related to students with special needs described in an IEP, or students subsequently determined to be in need of an IEP, provided such action, inaction or results are the product of performance reasonably related to the scope of the members' duties. The district shall defend, through the providing of legal counsel, bargaining unit members who may be the subject of any legal action, or threat of legal action, as a result of reasonable performance within the scope of the members' duties applicable to students subject to an IEP.

B. With the exception of bargaining unit members who are employed for the purpose of providing medical services or assistance, no member shall be required to provide medical assistance or perform any medical procedure on any student, with exception of reasonable first aid in an emergency when no other more qualified person is available. Unless employed for such purpose, no member shall be required to dispense medications.

C. With the exception of bargaining unit members who are employed for such purpose, no member shall be required to provide extraordinary custodial care to any student. For purposes of this provision, "custodial care" means the clean up of bodily fluids or waste, or the attendance to a student's personal hygiene.

**ARTICLE XXIII:**  
**PROBATIONARY CONTRACTS**

- 23.01 All members shall serve a probationary period of three (3) years. All members on initial employment shall be issued a one (1) year contract. If the member's contract is renewed, the member shall receive another one (1) year contract. If the member's contract is again renewed, the member shall be given another one (1) year limited contract.
- 23.02 It is the intention of the parties that the provisions of this Article shall supersede and take precedence over the provisions of Ohio Revised Code Sections 3319.11 and 3319.111. The Board shall have the right to adopt and amend its own evaluation system and timetables for the evaluation and renewal or nonrenewal of probationary teachers.
- 23.03 All members serving in their first three (3) years of employment shall be probationary teachers, and shall have no right of review or appeal if nonrenewed after the first, second, or third year of employment.
- 23.04 All members employed after completing three (3) years of service in the Norwood City School District shall be continuing contract teachers. Statutory provisions establishing or requiring the attainment of education certificates in order to be eligible for a continuing contract are superseded by the provisions of this Article.
- 23.05 Probationary teachers who are separated as a result of nonrenewal, reduction in force, or voluntary resignation, and are rehired within two (2) years after the date of separation, shall be credited with one (1) year of service for each completed year of service.

**ARTICLE XXIV:**  
**TEACHING LOAD**

Every effort shall be made to adjust elementary class loads as equitably as possible. Every effort shall also be made to comply with North Central's secondary recommendations for daily student load.

**ARTICLE XXV:**  
**INSURANCE**

25.01 **LIFE INSURANCE**

- A. The Board shall purchase Life Insurance from a carrier licensed by the State of Ohio, group term life insurance for each member in the amount of fifty thousand dollars (\$50,000.00) plus an equal amount of accidental death and dismemberment coverage.
- B. The Board shall allow individual members to purchase additional amounts of coverage through payroll deduction, provided the number of members electing to take advantage of this opportunity is adequate to meet the requirements of the insurance company.

25.02 **DENTAL INSURANCE**

- The Board shall maintain a Group Insurance Plan provided by a carrier licensed by the State of Ohio provided the benefits shall not be less than that provided in the current plan.

25.03 **MEDICAL/HOSPITAL**

Members shall have the opportunity to participate in the Board's medical/hospital insurance plans.

- A. The cost of medical and dental insurance shall be paid by contribution from both the Board and the member as follows:
  - (1) The cost of dental insurance shall be paid by contribution from the Board in an amount equal to one hundred percent (100%) of the family or single plan.
  - (2) The cost of medical/hospital insurance shall be paid by contribution from the Board in an amount to eighty-five percent (85%) for family and/or single plans and the employee shall contribute fifteen percent (15%).
- B. Members on an approved leave of absence may choose to continue to participate in all group insurance plans by remitting to the Board Treasurer an amount equal to both the Board's and the member's contribution not less than thirty (30) days in advance of the month for which coverage is requested.
- C. If two (2) married employees are eligible for Board benefits, they may select only one family plan.

- D. Changes in an insurance plan which are made unilaterally by the insurance carrier shall not be deemed a change in terms and conditions of employment. The Board shall not be liable for any such changes. The Board shall bargain with the Association regarding the effects of such changes.
- E. Part-time employees shall receive a proportional amount of Board provided benefits. Individuals employed after July 1, 2006 must be employed for at least an equivalent of .5 FTE in order to be eligible for Board health and dental plan benefits.
- F. The Board shall make an annual payment of one thousand dollars (\$1,000.00) to any member who chooses not to take any Board paid medical/hospital benefits provided the employee provides written notice of declination of benefits to the Treasurer no later than October 1<sup>st</sup> of each year. Any member receiving this one-time payment shall not be precluded from resuming Board paid benefits in a following school year. Employees of the Board who are married are not permitted to participate in any opt-out provisions of this agreement. Prior to being permitted to re-enroll for participation in benefits, the member must experience a qualifying event and must sign written authorization for the Treasurer to collect a prorated portion of the incentive payment from the employee's next pay check.

25.04

Section 125 Plan.

A Section 125 plan of the Internal Revenue Act of 1978, as amended, shall be provided to full-time employees through a flexible benefit plan that will set up and administered without cost to the employee. The Board shall contribute four hundred dollars (\$400.00) to a member's Section 125 plan; however, four hundred dollars (\$400.00) must be used as outlined under the Internal Revenue Service.

**ARTICLE XXVI:**  
**RETIRED TEACHERS RETURN TO SERVICE**

Retired Teachers Return to Service: If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this article shall apply to the employment of these individuals:

- 26.01 The Board shall grant a minimum of five (5) years with the ability to grant up to a total of ten (10) years of experience for service credit.
- 26.02 A retired teacher who returns to service with the Norwood City School District Board of Education shall be entitled to the insurance benefits as set forth in Article XXV of this Contract. The Board of Education will consider the employee's contribution to insurance in determining at what step on the salary schedule the employee shall be rehired.
- 26.03 Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license/certificate held.
- 26.04 Each one year contract shall automatically expire upon the completion of the year without board action. However, the board shall notify the employee by April 30 in the event they will not be retained for the following year. If the board fails to notify the retiree by April 30, the employee must be retained for the following year.
- 26.05 It is not necessary for the board to conduct evaluations in accordance with ORC 3319.111 or to take formal action not to reemploy the employee pursuant to ORC 3319.11.
- 26.06 Returning retirees are not entitled and/or not eligible to receive any severance benefits or retirement incentives provided by any collective bargaining agreement in effect between the board and the association if the retiree has already benefited from those provisions previously in any other collective bargaining agreement.
- 26.07 In the event of a reduction in force, the reemployed teacher will not have any bumping rights under the reduction in force provisions of this agreement.
- 26.08 Subject to these provisions, reemployed teachers are part of the bargaining unit.
- 26.09 No sick leave shall be carried forward from pre-retirement status. Thereafter, sick leave shall be governed according to the negotiated agreement.
- 26.10 Pursuant to the authority provided by R.C. 4117.10, and to the extent that issues addressed in this provision are contrary to or in conflict with any Ohio law, the issues addressed in this provisions shall supersede and replace in their entirety the statutory law of Ohio.

**ARTICLE XXVII:**  
**SEVERANCE PAY**

The Board shall pay to any member who elects to retire from teaching and collect retirement from the State Teachers Retirement System, the per diem rate for one-fourth (1/4) of the member's accumulated sick leave up to a maximum of fifty-four (54) days.

**ARTICLE XXVIII:**  
**INTEGRITY OF AGREEMENT**

- 28.01 This Agreement is intended to cover all matters affecting wages, rates of pay, hours, grievance procedures, working conditions, and all other terms and conditions of employment and similar or related subjects. During the term of this Agreement, neither the Board nor the Association will be required to negotiate on any further matters affecting these or any other subject set forth in this Agreement unless mutually agreed by both parties.
- 28.02 Should any provision of this Agreement be found to be void or invalid by a court of competent jurisdiction, the Board and the Association shall meet and renegotiate that provision. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XXIX:**  
**NEGOTIATION PROCEDURES**

29.01 **REQUEST FOR NEGOTIATIONS**

Request for negotiations shall be made in writing by the Association to the Superintendent no earlier than ninety (90) days and no later than sixty (60) days before the expiration date of the Master Agreement.

29.02 **GOOD FAITH**

Teams shall make good faith proposals and counterproposals in an effort to reach a mutually agreed position on matters which are negotiable.

29.03 **INFORMATION**

- Both parties agree to make available to each other copies of material that is pertinent to matters under negotiation.

29.04 **CAUCUS**

Either team may caucus at anytime for any reason.

29.05 **AGREEMENT**

- A. When tentative agreement has been reached on all issues through negotiations, the outcome shall be submitted to the Board and Association for acceptance by their members.
- B. The ratification vote by the Association's membership shall be communicated in writing to the Superintendent by the Association President.
- C. Upon receipt of notice that the agreement has been ratified by the Association, the Board shall meet within seven (7) days to approve or disapprove the agreement.
- D. If the agreement is ratified by both the Association and the Board, it shall become a legal binding document when formally signed by the Board President and Association President.

29.06 **MEDIATION**

- A. If an agreement cannot be reached on all issues being negotiated within thirty (30) days of the first negotiation session, either party may request a mediator through the Federal Mediation and Conciliation Service.

- B. If all issues are not resolved within thirty (30) days of the request of mediation, the Association has the right to strike upon filing a ten (10) day strike notice with the State Employment Relations Board (SERB) as set forth below.

29.07 RIGHT TO STRIKE

In the event all of the mediation procedures set forth in this contract have been fully completed and no agreement has been reached between the parties and the effective date of the contract provisions at issue has expired, the Association has given the statutory notice to strike required by Chapter 4117 of the ORC, then in that event only the Association shall have the right to strike.

**ARTICLE XXX:**  
**EXPRESS WAIVER OF STATE LAW**

The provisions of the Master Contract supersede and take precedence over any provisions of the Ohio Revised Code which may be contrary to the provisions of the Master Contract.

**ARTICLE XXXI:**  
**TERM OF AGREEMENT**

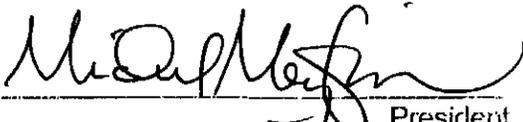
This Agreement and each of its provisions shall be in effect beginning August 1, 2014 and ending on July 31, 2017.

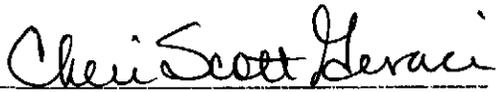
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IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day  
of \_\_\_\_\_, 2014.

NORWOOD TEACHERS' ASSOCIATION:

NORWOOD BOARD OF EDUCATION:

By   
\_\_\_\_\_  
President

By   
\_\_\_\_\_  
President

By \_\_\_\_\_  
Chief Negotiator

By   
\_\_\_\_\_  
Superintendent

**APPENDIX A**  
**NORWOOD CITY SCHOOLS**

1. Wages Wages shall be adjusted by a two and one-half percent (2.5%) increase to the base effective the first pay period of the 2008-09 school year.
2. Index All salaries through Step 14 shall be indexed to the base salary in accordance with the schedule at Appendix B-1.
3. Longevity Longevity shall be paid at the 19th Step and the 22nd Step in all salary lanes. Longevity steps shall be in a dollar amount that will provide a percentage increase effective with the first pay period of each school year in the same percent as applied to the base.
4. Salary Lanes
  - A. A member shall be advanced to a higher salary lane on the salary schedule at the commencement of the school year, provided adequate documentation is filed with the Superintendent's office prior to the first day of the school year. A member shall be advanced to a higher salary lane at the commencement of the second semester provided adequate documentation is filed with the Superintendent's office by the first day of the second semester. Advancement shall not occur at any other time during the school year. Adequate documentation means certification/licensure from the college or university, or from the State Department of Education, that the member has successfully completed the required number of hours, or has achieved the required certification/licensure for advancement to the next salary lane.
  - B. Members without a Masters Degree seeking advancement to a salary lane higher than the B.A.+18 salary lane must meet the reporting requirements of (A) above. However, hours taken by a member without a Masters Degree must be graduate course work, hours taken to obtain a comprehensive/integrated license, or hours otherwise approved by the Superintendent or the Superintendent's designee. Only graduate hours earned while an employee of the Norwood School District in education courses or courses in the fields of a member's certification/licensure, or in courses approved by the Superintendent shall be counted in determining a member's eligibility for advancement to the B.A.+36, B.A.+54 or B.A.+66 salary lanes. No member shall advance more than one salary lane of the Bachelor's plus columns in any one school year regardless of the actual number of eligible graduate hours the member has completed.
5. Curriculum Rate 1<sup>st</sup> step of salary schedule divided by the number of teacher work days divided by the number of hours in the teacher work day.

**APPENDIX B-1**

**Norwood City School District  
 Instructional Salary Schedule  
 Fiscal Year 2015  
 Effective School Year 2014-2015**

Step	BA		BA+18		MA/BA+36		MA+18/BA+54		MA+30/BA+66	
1.00	1.0000	37,087	1.0400	38,570	1.0900	40,425	1.1300	41,908	1.1500	42,650
2.00	1.0750	39,869	1.1200	41,537	1.1750	43,577	1.2200	45,246	1.2425	46,081
3.00	1.1250	41,723	1.1750	43,577	1.2350	45,802	1.2850	47,657	1.3100	48,584
4.00	1.1750	43,577	1.2300	45,617	1.2950	48,028	1.3500	50,067	1.3775	51,087
5.00	1.2250	45,432	1.2850	47,657	1.3550	50,253	1.4150	52,478	1.4450	53,591
6.00	1.2750	47,286	1.3400	49,697	1.4150	52,478	1.4800	54,889	1.5125	56,094
7.00	1.3250	49,140	1.3950	51,736	1.4750	54,703	1.5450	57,299	1.5800	58,597
8.00	1.3775	51,087	1.4525	53,869	1.5375	57,021	1.6125	59,803	1.6500	61,194
9.00	1.4300	53,034	1.5100	56,001	1.6000	59,339	1.6800	62,306	1.7200	63,790
10.00	1.4825	54,981	1.5675	58,134	1.6625	61,657	1.7475	64,810	1.7900	66,386
11.00	1.5350	56,929	1.6250	60,266	1.7250	63,975	1.8150	67,313	1.8600	68,982
12.00	1.5875	58,876	1.6825	62,399	1.7875	66,293	1.8825	69,816	1.9300	71,578
13.00	1.6400	60,823	1.7400	64,531	1.8500	68,611	1.9500	72,320	2.0000	74,174
14.00	1.6925	62,770	1.7975	66,664	1.9125	70,929	2.0175	74,823	2.0700	76,770
19.00	1.7592	65,243	1.8642	69,138	1.9792	73,403	2.0842	77,297	2.1367	79,244
22.00	1.8259	67,717	1.9308	71,608	2.0459	75,876	2.1509	79,770	2.2034	81,717

**APPENDIX B-2**

**Norwood City School District  
 Instructional Salary Schedule  
 Fiscal Year 2016  
 Effective School Year 2015-2016**

Step	BA		BA+18		MA/BA+36		MA+18/BA+54		MA+30/BA+66	
1.00	1.0000	37,458	1.0400	38,956	1.0900	40,829	1.1300	42,328	1.1500	43,077
2.00	1.0750	40,267	1.1200	41,953	1.1750	44,013	1.2200	45,699	1.2425	46,542
3.00	1.1250	42,140	1.1750	44,013	1.2350	46,261	1.2850	48,134	1.3100	49,070
4.00	1.1750	44,013	1.2300	46,073	1.2950	48,508	1.3500	50,568	1.3775	51,598
5.00	1.2250	45,886	1.2850	48,134	1.3550	50,756	1.4150	53,003	1.4450	54,127
6.00	1.2750	47,759	1.3400	50,194	1.4150	53,003	1.4800	55,438	1.5125	56,655
7.00	1.3250	49,632	1.3950	52,254	1.4750	55,251	1.5450	57,873	1.5800	59,184
8.00	1.3775	51,598	1.4525	54,408	1.5375	57,592	1.6125	60,401	1.6500	61,806
9.00	1.4300	53,565	1.5100	56,562	1.6000	59,933	1.6800	62,929	1.7200	64,428
10.00	1.4825	55,531	1.5675	58,715	1.6625	62,274	1.7475	65,458	1.7900	67,050
11.00	1.5350	57,498	1.6250	60,869	1.7250	64,615	1.8150	67,986	1.8600	69,672
12.00	1.5875	59,465	1.6825	63,023	1.7875	66,956	1.8825	70,515	1.9300	72,294
13.00	1.6400	61,431	1.7400	65,177	1.8500	69,297	1.9500	73,043	2.0000	74,916
14.00	1.6925	63,398	1.7975	67,331	1.9125	71,638	2.0175	75,572	2.0700	77,538
19.00	1.7592	65,896	1.8642	69,829	1.9792	74,137	2.0842	78,070	2.1367	80,037
22.00	1.8259	68,395	1.9308	72,324	2.0459	76,635	2.1509	80,568	2.2034	82,535

**APPENDIX B-3**

**Norwood City School District  
 Instructional Salary Schedule  
 Fiscal Year 2017  
 Effective School Year 2016-2017**

Step	BA		BA+18		MA/BA+36		MA+18/BA+54		MA+30/BA+66	
1.00	1.0000	37,833	1.0400	39,346	1.0900	41,238	1.1300	42,751	1.1500	43,507
2.00	1.0750	40,670	1.1200	42,372	1.1750	44,453	1.2200	46,156	1.2425	47,007
3.00	1.1250	42,562	1.1750	44,453	1.2350	46,723	1.2850	48,615	1.3100	49,561
4.00	1.1750	44,453	1.2300	46,534	1.2950	48,993	1.3500	51,074	1.3775	52,114
5.00	1.2250	46,345	1.2850	48,615	1.3550	51,263	1.4150	53,533	1.4450	54,668
6.00	1.2750	48,237	1.3400	50,696	1.4150	53,533	1.4800	55,992	1.5125	57,222
7.00	1.3250	50,128	1.3950	52,776	1.4750	55,803	1.5450	58,451	1.5800	59,775
8.00	1.3775	52,114	1.4525	54,952	1.5375	58,168	1.6125	61,005	1.6500	62,424
9.00	1.4300	54,101	1.5100	57,127	1.6000	60,532	1.6800	63,559	1.7200	65,072
10.00	1.4825	56,087	1.5675	59,303	1.6625	62,897	1.7475	66,112	1.7900	67,720
11.00	1.5350	58,073	1.6250	61,478	1.7250	65,261	1.8150	68,666	1.8600	70,369
12.00	1.5875	60,059	1.6825	63,653	1.7875	67,626	1.8825	71,220	1.9300	73,017
13.00	1.6400	62,045	1.7400	65,829	1.8500	69,990	1.9500	73,774	2.0000	75,665
14.00	1.6925	64,032	1.7975	68,004	1.9125	72,355	2.0175	76,327	2.0700	78,313
19.00	1.7592	66,555	1.8642	70,527	1.9792	74,878	2.0842	78,851	2.1367	80,837
22.00	1.8259	69,079	1.9308	73,047	2.0459	77,402	2.1509	81,374	2.2034	83,360

APPENDIX C-1

**Norwood City School District  
 ATHLETIC SUPPLEMENTAL SALARY SCHEDULE**

	POSITION	LEVEL	2014-2017
ATHLETICS BOYS TEAM	BASEBALL	VARSITY	3,611.80
		ASST.	2,199.73
		RESERVE	2,961.38
		9th	2,961.38
	BASKETBALL	VARSITY	5,459.70
		ASST.	3,429.24
		RESERVE	4,071.63
		9 <sup>TH</sup>	3,428.74
		8 <sup>TH</sup>	3,239.21
		7 <sup>TH</sup>	3,146.60
	FOOTBALL	VARSITY	6,755.17
		ASST.	4,876.05
		RESERVE	4,627.29
		9 <sup>TH</sup>	3,421.20
		8 <sup>TH</sup>	2,684.63
7 <sup>TH</sup>		2,684.63	
SOCCER	VARSITY	2,779.39	
	ASST.	2,471.56	
	RESERVE	2,292.65	
BOYS INDIVIDUAL	CROSS COUNTRY	VARSITY	3,239.21
		RESERVE	2,779.39
		7 <sup>TH</sup> -8 <sup>TH</sup>	2,406.79
	GOLF		2,498.32
	TENNIS	VARSITY	2,406.79
	TRACK	VARSITY	3,979.02
		RESERVE	2,779.39
7 <sup>TH</sup> -8 <sup>TH</sup>		2,593.09	
WRESTLING	VARSITY	4,811.43	
	RESERVE	3,795.95	
	7 <sup>TH</sup> -8 <sup>TH</sup>	2,592.01	
GIRLS TEAM	BASKETBALL	VARSITY	5,459.70
		ASST. COACH	
		RESERVE	4,071.63
		9 <sup>TH</sup>	
	8 <sup>TH</sup>	3,239.21	
	7 <sup>TH</sup>	3,146.60	

**APPENDIX C-1**

**Norwood City School District  
ATHLETIC SUPPLEMENTAL SALARY SCHEDULE**

	POSITION	LEVEL	2014-2017
GIRLS TEAM (CONT'D)	SOCCER	VARSITY	2,779.39
		ASST. COACH	
		RESERVE	2,292.65
	SOFTBALL	VARSITY	3,611.80
		ASST. COACH	2,199.73
		RESERVE	2,961.38
	VOLLEYBALL	VARSITY	3,751.25
		ASST. COACH	2,628.39
		RESERVE	3,077.95
		8 <sup>TH</sup>	2,452.74
7 <sup>TH</sup>		2,452.74	
GIRLS INDIVIDUAL	TENNIS	VARSITY	2,406.79
	TRACK	VARSITY	3,979.02
		RESERVE	2,779.39
		7 <sup>TH</sup> -8 <sup>TH</sup>	2,593.09
MIXED	ASST. ATHLETIC DIR.		3,761.49
	BOWLING		2,593.09
	CHEERLEADING	FALL	2,007.88
		WINTER	2,007.88
		9 <sup>TH</sup> FALL	1,081.67
		9 <sup>TH</sup> WINTER	1,081.67
		7 <sup>TH</sup> -8 <sup>TH</sup> FALL	1,498.47
		7 <sup>TH</sup> -8 <sup>TH</sup> WINTER	1,498.47
	SWIMMING	VARSITY & MIDDLE SCHOOL	7,318.50
	WEIGHT ROOM COORDINATOR		1,000.00

**APPENDIX C-2**

**Norwood City School District  
 NON-ATHLETIC SUPPLEMENTAL SALARY SCHEDULE**

<b>POSITION</b>	<b>2014-2017</b>
<b><u>MUSIC DEPARTMENT</u></b>	
FLAGS	2,483.90
SILHOUETTES	5,123.72
NMS SHOW CHOIR DIRECTOR	3,664.57
MARCHING BAND DIRECTOR	5,751.53
ASST. BAND DIRECTOR	5,016.03
JAZZ BAND	2,237.73
WINTER COLOR GUARD	2,613.75
PEP BAND	1,954.51
WINTER DRUM LINE	3,193.58
ORCHESTRA	2,411.97
<b><u>DRAMA PRODUCTION</u></b>	
COSTUMES	1,064.52
MAKE-UP	354.84
DRAMA DIRECTOR	2,129.06
STAGE MANAGER	1,064.52
SET CONSTRUCTION	1,064.52
TICKETS	354.84
<b><u>MUSICAL PRODUCTION</u></b>	
COSTUMES	1,064.52
MAKE-UP	354.84
MUSICAL CHOREOGRAPHER DIRECTOR	1,774.21
INSTRUMENTAL	1,419.37
MUSICAL DRAMA DIRECTOR	2,129.06
MUSICAL STAGE MANAGER	1,064.52
MUSICAL VOCAL DIRECTOR	1,774.21
SET CONSTRUCTION	1,064.52
TICKETS	354.84
<b><u>ELEMENTARY PRODUCTIONS</u></b>	
MUSICAL COORDINATOR	1,064.52
SCENERY COORDINATOR	709.69
<b><u>STUDENT ACTIVITIES</u></b>	
NMS YEARBOOK	2,129.06
NHS YEARBOOK	3,548.43
NHS NEWSPAPER MIRROR	1,774.21
ACADEMIC TEAM	1,419.37
CLASS ADVISORS	709.69
STUDENT COUNCIL	688.98
<b><u>CURRICULUM COORDINATORS &amp; TEAM LEADERS</u></b>	
	2,155.88
<b><u>MISC.</u></b>	
MENTOR	784.13
DISTRICT LEAD MENTOR	1,045.50
MENTOR SPECIALIST	1,568.25
STUDENT STORE	709.69
INDIANETTES	3,193.58

**APPENDIX D**  
**NORWOOD CITY SCHOOLS**

**GRIEVANCE FORM**  
**(This form consists of three pages)**

**Step I - Immediate Supervisor**

Name(s) of Grievant \_\_\_\_\_ Date Submitted \_\_\_\_\_

Type of Grievance \_\_\_\_\_ Individual \_\_\_\_\_ Association

State of Grievance with contract provision violated (attach additional page if needed) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought (attach additional page if needed) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date on which informal discussion occurred with principal \_\_\_\_\_

Signature of Grievant \_\_\_\_\_

\*\*\*\*\*

Hearing Date \_\_\_\_\_

(within 7 days after receipt of grievance)

Step I Response (within 7 days after hearing): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Principal \_\_\_\_\_ Date \_\_\_\_\_

- c: Grievant
- Association
- Superintendent

**Step II - Superintendent**

**The purpose of this form is to appeal the grievance to Step II - Superintendent**

Date of Appeal \_\_\_\_\_  
(filed within 7 days of receipt of decision at Step I)

Signature of Grievant \_\_\_\_\_

\*\*\*\*\*  
\*

Hearing Date \_\_\_\_\_  
(within 7 days after receipt of appeal)

**Step II - Response**  
(within 7 days after hearing)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent/Designee

\_\_\_\_\_  
Date

- c: Grievant
- Principal
- Superintendent

**Step III - Arbitration**

**The purpose of this form is to appeal the grievance to Step III - Arbitration.**

Date of Appeal \_\_\_\_\_  
(filed within 7 days of receipt of decision of Step II)

Signature of Grievant \_\_\_\_\_

Signature of Association President \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING  
BETWEEN NORWOOD TEACHERS ASSOCIATION  
AND THE NORWOOD CITY SCHOOL DISTRICT BOARD OF EDUCATION**

This Memorandum of Understanding is entered on this \_\_\_\_\_ day of June, 2014, by and between the Norwood Teachers Association (hereinafter the "NTA") and the Norwood City School District Board of Education (hereinafter the "Board of Education").

**WHEREAS**, NTA and the Board of Education are parties to a collective bargaining agreement, the effective dates of which are August 1, 2014 through July 31, 2017 (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the Agreement contains a provision relating to the evaluation of members of the bargaining unit; and

**WHEREAS**, the State of Ohio has mandated changes to teacher evaluation that requires the parties to implement a new teacher evaluation procedure for teachers.

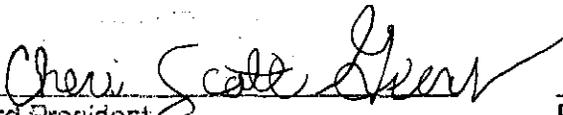
**IT IS NOW, THEREFORE, AGREED** as follows:

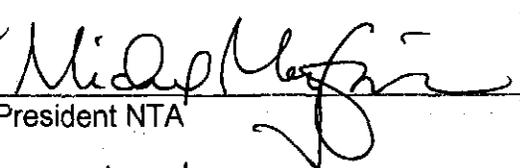
1. The Teacher Evaluation Instrument shall be the OTES instrument approved and provided by the Ohio Department of Education. The Board of Education shall utilize eTPES for all evaluations for teachers engaged in direct instruction for at least fifty percent (50%) of the time (hereinafter referred to as "Teachers").
2. For non-OTES teachers, including teachers who monitor online coursework, the Board of Education shall continue to utilize the Danielson evaluation model that is currently in use and contained in the Master Agreement.
3. The timelines and procedures for evaluations for teachers shall be as set forth in Ohio Revised Code section 3319.111 and 3319.112. For non-OTES teachers, the timelines and procedures shall be as set forth in the Agreement.
4. All evaluators of teachers shall be licensed administrators employed by the Board of Education who have been credentialed through the Ohio Department of Education. The evaluations shall not be conducted by a subcontractor.
5. Walk-throughs shall be utilized for teachers. The walk-throughs shall be documented through eTPES. Walk-throughs may be used for non-OTES teachers; however, they shall not become part of the evaluation. There will be a minimum of two (2) walk-throughs for teachers. Walk-throughs shall **not** be conducted by non-bargaining unit members.
6. The number of observations for each evaluation for RttT teachers shall be as set forth in Ohio Revised Code sections 3319.111 and 3319.112. A pre-observation conference shall be held before the first observation. A post-observation conference shall be held after every observation.
7. The Student Growth Measures, and the percentages for use of each Student Growth Measure, shall be determined by the Transformation Team based on the

- recommendation of the Assurance Area D Committee. At no time shall a teacher be required to create, submit and/or utilize more than two teacher-created Student Learning Objectives (SLOs). Shared Attribution shall not be used for more than ten percent (10%) of the SGM.
8. For the 2014-2015, 2015-2016 and 2016-2017 school years, the Student Growth Measure assessment portions of the evaluation system will not be used in any respect for the purpose of making decisions relating to the retention, promotion, removal or reduction of bargaining unit members.
  9. For the 2013-2014, 2014-2015, 2015-2016, and 2016-2017 school years, all bargaining unit members shall be deemed "comparable" as defined in Ohio Revised Code 3319.17.
  10. All other provisions of the Agreement will remain current contract language.
  11. This Memorandum shall become effective upon signatures by the Union President and the Board representatives.

**NORWOOD CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**NORWOOD TEACHERS' ASSOCIATION**

  
Board President

  
President NTA

10/27/14  
Date

10/27/14  
Date