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**COLLECTIVE BARGAINING AGREEMENT**

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between the

**NORWALK TEACHERS ASSOCIATION**

and the

**NORWALK CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**July 1, 2015 through June 30, 2018**

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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 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. Such meetings shall not be conducted during the regular school day.
- 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.

1. **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.

**D – SALARY SCHEDULE HEADINGS**

1. 150 Semester Hours – This is interpreted to mean a total of 150 semester hours including a Bachelors degree.
2. M.A. – 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.
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.
3. Twenty-four (24) pays will begin with the 2016-17 school year.

## G — SEVERANCE PAY

Upon retirement, Member shall be entitled to retirement 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 retirement 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. Retirement pay shall not be paid to any Member more than once.
5. Upon payment of retirement 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.

If death occurs before retirement:

1. The retirement 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 — CREDIT UNION**

1. The Board agrees to payroll deductions for any local credit unions, providing five (5) Members request deductions.
2. The minimum deduction shall be five dollars (\$5.00) per month. The enrollment period shall be from the beginning of the school year until five (5) days before the first payroll date in October. A change can be made in this deduction by notifying the Treasurer of the Board five (5) days before the first pay period after the beginning of the second semester of the school year.

## **J — DEDUCTIONS — ANNUITIES**

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

## K – DEDUCTIONS – INCOME PROTECTION

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

## L – INSURANCE PROGRAM

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

<u>School Years</u>	<u>Employee Premium/Monthly</u>	
	<u>Single</u>	<u>Family</u>
2015-16	\$70	\$110
2016-17	\$80	\$120
2017-18	\$85	\$125

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:

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
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 <sup>1*</sup>	\$500 / \$1,000	\$500 / \$1,000
Wellness Plan (without buy-down) Deductible – Single/Family <sup>1*</sup>	\$750 / \$1,500	\$750 / \$1,500
<b>Requirements for Wellness Plan (Deductible change occurs on calendar year basis)</b>	<b>Complete Screening and/or Physician form and Health Assessment – November 1st.</b>	<b>Complete Screening and/or Physician form and Health Assessment – November 1st.</b>
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) <sup>7</sup> (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**
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2,7</sup>	\$25 copay, then 100%	\$25 copay, then 70%
Specialist Office Visit <sup>2,7</sup>	\$40 copay, then 100%	\$40 copay, then 70%
Urgent Care Office Visit <sup>2,7</sup>	\$40 copay, then 100%	\$40 copay, then 70%
<b>Preventive Services</b>		
<b>Preventive Services, in accordance with federal law<sup>6</sup></b>	100%	70% after deductible
Routine Physical Exams	100%	\$25 copay, then 70%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21 – Unlimited)	100%	\$25 copay, then 70%
Routine Mammogram (One per benefit period)	100%	70% not subject to deductible
Routine Pap Test (One per benefit period)	100%	70% not subject to

		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
<b>Outpatient Services</b>		
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 <sup>3,7</sup>	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>4,7</sup>	\$200 copay, then 90%	\$200 copay, then 70%
<b>Inpatient Facility</b>		
Semi-Private Room and Board – Including Ancillaries (365 days per in-hospital benefit period <sup>5</sup> )	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
<b>Additional Services</b>		
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
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Effective October 1, 2016, each employee enrolled in the insurance program will receive \$250 for those enrolled in single coverage and \$500 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](http://ExpressScripts.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

## LL — VISION INSURANCE

The parties mutually agree to establish a committee to investigate the implementation of a vision care plan.

No later than September 1, 2016, the committee will be convened. Recommendations from the committee will be shared with both the Association and Board no later than February 26, 2017.

Results of this study will be brought to the table for negotiations in the next round of bargaining.

Association members will be appointed by the President of the NTA. The committee will consist of three (3) bargaining unit members and three (3) members appointed by the Superintendent or his designee.

## 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 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.

## **P — REIMBURSEMENT FOR COLLEGE CREDIT**

The Board agrees to compensate Members for actual cost up to a maximum of One Hundred Fifty-Five Dollars (\$155.00) per semester hour and One Hundred Five Dollars (\$105.00) 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 Fifty-Five Thousand Dollars (\$55,000) 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.

#### **Q — SUBSTITUTING**

1. Reimbursement for substituting as outlined in this section 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 contract to allow them to be paid whenever they are assigned responsibility for any students during their preparation 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 contract to allow them to be paid for substituting during their conference period.
4. All secondary Members shall have the option to sign such supplemental contracts to substitute on either a mandatory (hereinafter referred to as Class A substitutes) or involuntary (hereinafter referred to as Class B substitutes) basis.
5. 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 Class A supplemental contracts to substitute as needed, with first priority to those Members in Class A 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 Class A, the Board and its agents shall then seek to obtain a substitute from the balance of the Class A 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 Class A contract may not decline to substitute unless such Member has a previously scheduled meeting or conference.
  - b. In the event no Class A substitute is available, the Board and its agents may call upon involuntary substitutes (Class B) in the same order as that provided for Class A substitutes (i.e., with first priority to those certified/licensed in the subject matter of the class requiring a substitute and by rotation among those subject matter certified/licensed and then among those not subject matter certified/licensed). A Member who has signed a Class B contract may not decline to substitute unless such Member has a previously scheduled meeting or conference.
  - c. In the event no Class A substitute is available, no Class B substitute is available, and no outside substitute (teacher not in the regular full-time employ of the Board) is available, the Board or its agents may call upon any available Member who has declined to sign either a Class A or Class B substitute contract to monitor on an emergency basis in the class or study hall for which no substitute could be obtained. In such situations the member who is called upon to substitute on an emergency basis shall be compensated in accordance with paragraph 1 above.
  - d. A Member who has not signed a 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.

- e. 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 Class A substitute, a Class B substitute, an outside substitute, and an emergency monitor.
6. No bargaining unit member shall be pulled away from his/her regular classroom assignment to serve as a substitute for an absent employee.
7. This provision shall apply only in instances in which a Member substitutes for less than ten (10) consecutive workdays. After ten (10) days, Members shall be compensated as provided in Part I, Article Y.

#### **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 on the first day of July of each contract year.

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 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 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 studyhall 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 studyhall 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:

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
0-4 years	\$20.54	\$20.95	\$21.43
5-9 years	\$23.46	\$23.93	\$24.47
10-14 years	\$26.40	\$26.93	\$27.54
15-20 years	\$30.94	\$31.56	\$32.27
21 – over years	\$36.69	\$37.43	\$38.28

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 C.
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 II, 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 at least four (4) times per year 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.

No later than February 1, 2016, the parties shall jointly contact Federal Mediation and Conciliation Service (FMCS) to request Labor Management training. The parties will complete training by April 1, 2016.

Following the completion of this process, the parties will schedule regular meetings to address issues of mutual concern.

## PART II

### A — SALARY

A. The BA base salary and the hourly rate for members shall be increased as follows: ..

<u>School Year</u>	<u>Percentage Base Increase</u>
2015-16	2.25%
2016-17	2.00%
2017-18	2.25%

The salary schedule shall be revised to reflect this increase. The teacher salary index shall remain the same.

A Five Hundred Dollar (\$500.00) signing bonus will be paid within thirty (30) days after ratification of this Agreement by both parties.

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

**B-1**  
**NORWALK CITY SCHOOL DISTRICT**  
**CERTIFIED SALARY SCHEDULE**  
**EFFECTIVE JULY 1, 2015**

BASE \$33,619 – BA-0 EXPERIENCE

	<u>BA</u>	<u>150 HRS</u>	<u>MASTER</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
Step 0	\$34,728 1.0330	\$34,964 1.0400	\$37,317 1.1100	\$38,998 1.1600	\$40,746 1.2120	\$42,595 1.2670
Step 1	\$35,838 1.0660	\$36,510 1.0860	\$38,998 1.1600	\$40,746 1.2120	\$42,595 1.2670	\$44,545 1.3250
Step 2	\$36,981 1.1000	\$38,057 1.1320	\$40,679 1.2100	\$42,494 1.2640	\$44,444 1.3220	\$46,495 1.3830
Step 3	\$38,057 1.1320	\$39,603 1.1780	\$42,360 1.2600	\$44,243 1.3160	\$46,293 1.3770	\$48,445 1.4410
Step 4	\$39,536 1.1760	\$41,150 1.2240	\$44,041 1.3100	\$45,991 1.3680	\$48,142 1.4320	\$50,395 1.4990
Step 5	\$41,015 1.2200	\$42,696 1.2700	\$45,722 1.3600	\$47,739 1.4200	\$49,991 1.4870	\$52,345 1.5570
Step 6	\$42,494 1.2640	\$44,243 1.3160	\$47,403 1.4100	\$49,487 1.4720	\$51,840 1.5420	\$54,295 1.6150
Step 7	\$43,974 1.3080	\$45,789 1.3620	\$49,084 1.4600	\$51,235 1.5240	\$53,690 1.5970	\$56,245 1.6730
Step 8	\$45,453 1.3520	\$47,336 1.4080	\$50,765 1.5100	\$52,984 1.5760	\$55,539 1.6520	\$58,194 1.7310
Step 9	\$46,932 1.3960	\$48,882 1.4540	\$52,446 1.5600	\$54,732 1.6280	\$57,388 1.7070	\$60,144 1.7890
Step 10	\$48,411 1.4400	\$50,429 1.5000	\$54,127 1.6100	\$56,480 1.6800	\$59,237 1.7620	\$62,094 1.8470
Step 11	\$49,891 1.4840	\$51,975 1.5460	\$55,808 1.6600	\$58,228 1.7320	\$61,086 1.8170	\$64,044 1.9050
Step 12	\$51,370 1.5280	\$53,521 1.5920	\$57,488 1.7100	\$59,976 1.7840	\$62,935 1.8720	\$65,994 1.9630
Step 13	\$52,849 1.5720	\$55,068 1.6380	\$59,169 1.7600	\$61,724 1.8360	\$64,784 1.9270	\$67,944 2.0210
Step 14	\$54,328 1.6160	\$56,614 1.6840	\$60,850 1.8100	\$63,473 1.8880	\$66,633 1.9820	\$69,894 2.0790
Step 18	\$55,808 1.6600	\$58,161 1.7300	\$62,531 1.8600	\$65,221 1.9400	\$68,482 2.0370	\$71,844 2.1370
Step 21	\$57,287 1.7040	\$59,707 1.7760	\$64,212 1.9100	\$66,969 1.9920	\$70,331 2.0920	\$73,794 2.1950
Step 24	\$58,766 1.7480	\$61,254 1.8220	\$65,893 1.9600	\$68,717 2.0440	\$72,180 2.1470	\$75,744 2.2530

Step 27	\$60,245	\$62,800	\$67,574	\$70,465	\$74,029	\$77,694
	1.7920	1.8680	2.0100	2.0960	2.2020	2.3110

Hourly Rate for Members - \$22.55\*

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

**B-2**  
**NORWALK CITY SCHOOL DISTRICT**  
**CERTIFIED SALARY SCHEDULE**  
**EFFECTIVE JULY 1, 2016**

BASE \$34,291 – BA-0 EXPERIENCE

	<u>BA</u>	<u>150 HRS</u>	<u>MASTER</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
Step 0	\$35,423 1.0330	\$35,663 1.0400	\$38,063 1.1100	\$39,778 1.1600	\$41,561 1.2120	\$43,447 1.2670
Step 1	\$36,554 1.0660	\$37,240 1.0860	\$39,778 1.1600	\$41,561 1.2120	\$43,447 1.2670	\$45,436 1.3250
Step 2	\$37,720 1.1000	\$38,817 1.1320	\$41,492 1.2100	\$43,344 1.2640	\$45,333 1.3220	\$47,424 1.3830
Step 3	\$38,817 1.1320	\$40,395 1.1780	\$43,207 1.2600	\$45,127 1.3160	\$47,219 1.3770	\$49,413 1.4410
Step 4	\$40,326 1.1760	\$41,972 1.2240	\$44,921 1.3100	\$46,910 1.3680	\$49,105 1.4320	\$51,402 1.4990
Step 5	\$41,835 1.2200	\$43,550 1.2700	\$46,636 1.3600	\$48,693 1.4200	\$50,991 1.4870	\$53,391 1.5570
Step 6	\$43,344 1.2640	\$45,127 1.3160	\$48,350 1.4100	\$50,476 1.4720	\$52,877 1.5420	\$55,380 1.6150
Step 7	\$44,853 1.3080	\$46,704 1.3620	\$50,065 1.4600	\$52,259 1.5240	\$54,763 1.5970	\$57,369 1.6730
Step 8	\$46,361 1.3520	\$48,282 1.4080	\$51,779 1.5100	\$54,043 1.5760	\$56,649 1.6520	\$59,358 1.7310
Step 9	\$47,870 1.3960	\$49,859 1.4540	\$53,494 1.5600	\$55,826 1.6280	\$58,535 1.7070	\$61,347 1.7890
Step 10	\$49,379 1.4400	\$51,437 1.5000	\$55,209 1.6100	\$57,609 1.6800	\$60,421 1.7620	\$63,335 1.8470
Step 11	\$50,888 1.4840	\$53,014 1.5460	\$56,923 1.6600	\$59,392 1.7320	\$62,307 1.8170	\$65,324 1.9050
Step 12	\$52,397 1.5280	\$54,591 1.5920	\$58,638 1.7100	\$61,175 1.7840	\$64,193 1.8720	\$67,313 1.9630
Step 13	\$53,905 1.5720	\$56,169 1.6380	\$60,352 1.7600	\$62,958 1.8360	\$66,079 1.9270	\$69,302 2.0210
Step 14	\$55,414 1.6160	\$57,746 1.6840	\$62,067 1.8100	\$64,741 1.8880	\$67,965 1.9820	\$71,291 2.0790
Step 18	\$56,923 1.6600	\$59,323 1.7300	\$63,781 1.8600	\$66,525 1.9400	\$69,851 2.0370	\$73,280 2.1370
Step 21	\$58,432 1.7040	\$60,901 1.7760	\$65,496 1.9100	\$68,308 1.9920	\$71,737 2.0920	\$75,269 2.1950
Step 24	\$59,941 1.7480	\$62,478 1.8220	\$67,210 1.9600	\$70,091 2.0440	\$73,623 2.1470	\$77,258 2.2530

Step 27	\$61,449	\$64,056	\$68,925	\$71,874	\$75,509	\$79,247
	1.7920	1.8680	2.0100	2.0960	2.2020	2.3110

Hourly Rate for Members - \$23.01\*

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

**B-3**  
**NORWALK CITY SCHOOL DISTRICT**  
**CERTIFIED SALARY SCHEDULE**  
**EFFECTIVE JULY 1, 2017**

BASE \$35,063 – BA-0 EXPERIENCE

	<u>BA</u>	<u>150 HRS</u>	<u>MASTER</u>	<u>MA+15*</u>	<u>MA+30*</u>	<u>MA+45*</u>
Step 0	\$36,220 1.0330	\$36,466 1.0400	\$38,920 1.1100	\$40,673 1.1600	\$42,496 1.2120	\$44,425 1.2670
Step 1	\$37,377 1.0660	\$38,078 1.0860	\$40,673 1.1600	\$42,496 1.2120	\$44,425 1.2670	\$46,458 1.3250
Step 2	\$38,569 1.1000	\$39,691 1.1320	\$42,426 1.2100	\$44,320 1.2640	\$46,353 1.3220	\$48,492 1.3830
Step 3	\$39,691 1.1320	\$41,304 1.1780	\$44,179 1.2600	\$46,143 1.3160	\$48,282 1.3770	\$50,526 1.4410
Step 4	\$41,234 1.1760	\$42,917 1.2240	\$45,933 1.3100	\$47,966 1.3680	\$50,210 1.4320	\$52,559 1.4990
Step 5	\$42,777 1.2200	\$44,530 1.2700	\$47,686 1.3600	\$49,789 1.4200	\$52,139 1.4870	\$54,593 1.5570
Step 6	\$44,320 1.2640	\$46,143 1.3160	\$49,439 1.4100	\$51,613 1.4720	\$54,067 1.5420	\$56,627 1.6150
Step 7	\$45,862 1.3080	\$47,756 1.3620	\$51,192 1.4600	\$53,436 1.5240	\$55,996 1.5970	\$58,660 1.6730
Step 8	\$47,405 1.3520	\$49,369 1.4080	\$52,945 1.5100	\$55,259 1.5760	\$57,924 1.6520	\$60,694 1.7310
Step 9	\$48,948 1.3960	\$50,982 1.4540	\$54,698 1.5600	\$57,083 1.6280	\$59,853 1.7070	\$62,728 1.7890
Step 10	\$50,491 1.4400	\$52,595 1.5000	\$56,451 1.6100	\$58,906 1.6800	\$61,781 1.7620	\$64,761 1.8470
Step 11	\$52,033 1.4840	\$54,207 1.5460	\$58,205 1.6600	\$60,729 1.7320	\$63,709 1.8170	\$66,795 1.9050
Step 12	\$53,576 1.5280	\$55,820 1.5920	\$59,958 1.7100	\$62,552 1.7840	\$65,638 1.8720	\$68,829 1.9630
Step 13	\$55,119 1.5720	\$57,433 1.6380	\$61,711 1.7600	\$64,376 1.8360	\$67,566 1.9270	\$70,862 2.0210
Step 14	\$56,662 1.6160	\$59,046 1.6840	\$63,464 1.8100	\$66,199 1.8880	\$69,495 1.9820	\$72,896 2.0790
Step 18	\$58,205 1.6600	\$60,659 1.7300	\$65,217 1.8600	\$68,022 1.9400	\$71,423 2.0370	\$74,930 2.1370
Step 21	\$59,747 1.7040	\$62,272 1.7760	\$66,970 1.9100	\$69,845 1.9920	\$73,352 2.0920	\$76,963 2.1950
Step 24	\$61,290 1.7480	\$63,885 1.8220	\$68,723 1.9600	\$71,669 2.0440	\$75,280 2.1470	\$78,997 2.2530

Step 27	\$62,833	\$65,498	\$70,477	\$73,492	\$77,209	\$81,031
	1.7920	1.8680	2.0100	2.0960	2.2020	2.3110

Hourly Rate for Members - \$23.52

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

**C — SUPPLEMENTARY SALARY INDEX  
EFFECTIVE JULY 1, 2015**

**YEARS EXPERIENCE**

<b>CODE</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>6</b>	<b>9</b>
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, 2015

**YEARS EXPERIENCE**

<b>CODE</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>6</b>	<b>9</b>
1	7,396	7,766	8,156	8,563	8,990	9,417
2	6,388	6,707	7,043	7,396	7,766	8,136
3	5,379	5,648	5,930	6,226	6,539	6,852
4	4,370	4,589	4,818	5,060	5,312	5,564
5	4,034	4,236	4,448	4,670	4,902	5,134
6	3,362	3,530	3,708	3,893	4,088	4,283
7	2,858	3,002	3,153	3,311	3,476	3,641
8	2,521	2,649	2,780	2,918	3,063	3,207
9	2,185	2,296	2,410	2,532	2,659	2,787
10	2,017	2,118	2,226	2,337	2,454	2,572
11	1,849	1,943	2,041	2,142	2,249	2,357
12	1,513	1,590	1,671	1,755	1,842	1,930
13	1,345	1,412	1,483	1,557	1,634	1,711
14	1,177	1,237	1,298	1,362	1,429	1,496
15	1,009	1,059	1,113	1,170	1,227	1,284
16	840	884	928	975	1,025	1,076
17	672	709	743	780	824	871

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, 2016

**YEARS EXPERIENCE**

<b>CODE</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>6</b>	<b>9</b>
1	7,544	7,921	8,319	8,734	9,169	9,605
2	6,515	6,841	7,184	7,544	7,921	8,298
3	5,487	5,761	6,049	6,351	6,670	6,989
4	4,458	4,681	4,914	5,161	5,418	5,675
5	4,115	4,321	4,537	4,763	5,000	5,236
6	3,429	3,601	3,782	3,971	4,170	4,369
7	2,915	3,062	3,216	3,378	3,546	3,714
8	2,572	2,702	2,836	2,976	3,124	3,271
9	2,229	2,342	2,459	2,582	2,712	2,843
10	2,057	2,160	2,270	2,383	2,503	2,623
11	1,886	1,982	2,081	2,184	2,294	2,404
12	1,543	1,622	1,704	1,790	1,879	1,968
13	1,372	1,440	1,512	1,588	1,667	1,745
14	1,200	1,262	1,324	1,389	1,457	1,526
15	1,029	1,080	1,135	1,193	1,252	1,310
16	857	902	946	994	1,046	1,097
17	686	724	758	796	840	888

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, 2017

**YEARS EXPERIENCE**

<b>CODE</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>6</b>	<b>9</b>
1	7,714	8,099	8,506	8,930	9,376	9,821
2	6,662	6,995	7,345	7,714	8,099	8,485
3	5,610	5,890	6,185	6,493	6,820	7,146
4	4,558	4,786	5,024	5,277	5,540	5,803
5	4,207	4,418	4,639	4,870	5,112	5,354
6	3,506	3,682	3,867	4,060	4,264	4,467
7	2,980	3,131	3,289	3,454	3,625	3,797
8	2,630	2,763	2,900	3,043	3,194	3,345
9	2,279	2,395	2,514	2,640	2,773	2,907
10	2,104	2,209	2,321	2,437	2,560	2,682
11	1,928	2,027	2,128	2,233	2,346	2,458
12	1,578	1,658	1,743	1,830	1,921	2,013
13	1,402	1,473	1,546	1,623	1,704	1,785
14	1,227	1,290	1,353	1,420	1,490	1,560
15	1,052	1,104	1,161	1,220	1,280	1,339
16	877	922	968	1,017	1,069	1,122
17	701	740	775	813	859	908

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**

<u>POSITION</u>	<u>CODE</u>
Athletic Director	1
Baseball, Head	4
Assistant Baseball (1)	7
Basketball, Head – Boys	2
Assistant Basketball — Boys (2)	5
Basketball, Head – Girls	2
Assistant Basketball — Girls (2)	5
Basketball, Girls – Freshman	5
Basketball, Boys – Freshman	5
Cheerleader Advisor – Fall	10
Assistant Cheerleader Advisor – Fall	15
Cheerleader Advisor – Winter	10
Assistant Cheerleader Advisor – Winter	15
Cross Country, Head	6
Assistant Cross Country (1)	9
Faculty Manager	6
Football, Head	2
Assistant Football (6)	5
Golf Head – Boys	5
Golf Head – Girls	5
Soccer, Head – Boys	3
Assistant Soccer (1)	6
Soccer, Head – Girls	3
Assistant Soccer (1)	6
Softball, Head	4
Assistant Softball (1)	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)	8
(at least 1 woman coach, if available)	
Volleyball, Head	3
Assistant Volleyball (1)	6
Volleyball, Freshman	6
Wrestling, Head	3
Assistant Wrestling (1)	6
Conditioning Coach	13
Bowling Head – Boys	6
Bowling Head — Girls	6
Academic Team Advisor	11
Class Advisor, Senior	10
Class Advisor, Junior	11
Class Advisor, Sophomore	15
Class Advisor, Freshman	16

Robotics Club Advisor	11
Intramurals (1)	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 Advisor	16
High School Majorette Advisor	10
Vocal Music Ensemble	8
Yearbook Advisor, High School	9
High School Art Club Advisor	15
Home Economics Club	16
CBE	16
DECA	16
Key Club	14
Shadow	16
Middle School Athletic Director	7
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
Middle School Football (4)	7
Middle School Intramurals (4)	13
Middle School Track (3)	10
Middle School Volleyball (2)	7
Middle School Wrestling (1)	7
Middle School Academic Challenge Team Advisor	16
Middle School Art Club Advisor	15
Middle School Library Club Advisor	16
Middle School Marching Band	11
Middle School Student Council	14
Middle School Yearbook Advisor	14
Academic Challenge Team Advisor (Main Street School)	16
Drama Club Advisor (Main Street School)	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 R, 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-6) shall have the following work day options:

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

8:15 a.m. to 4:00 p.m.

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

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

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

- b) Teachers may not use an early option on a day it would interfere with an assigned duty, a previously scheduled staff meeting, or a parent and/or student conference.
- c) The early option may only be used by a maximum of fifty percent (50%) of the staff in a given school building on a given school day. Increases above the fifty percent (50%) can be made with approval of the Superintendent. The NTA will be notified of any such increases, or refusal of same.
- d) The early option may be utilized on a semester basis. Occasional work day adjustment may be worked out between an individual employee and his/her building principal.
- e) Misuse of this work day adjustment provision will cause an employee to lose the early work schedule option for the balance of the school year.
5. Members are expected to be available for meetings with either students or parents during regular planning, preparation, and conference periods or after class within the normal seven (7) hour forty-five (45) minute day, unless other arrangements are made during a time agreed upon by the Member. Conferences and meetings with building Principals will be held during the seven (7) hour and forty-five (45) minute day. All Members shall attend meetings called by the administration as a regular part of their teaching duties unless otherwise excused by the administration. Members shall be excused by their building Principals from meetings which are held beyond the seven (7) hour and forty-five (45) minute Member work day provided the Member has a previous commitment which cannot be changed or canceled, and the Member has given notice to the Principal prior to the meeting.
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 non-paid extracurricular 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 non-pay extracurricular 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, except those excluded by State Department of Education, Division of Vocational Education Regulations as they pertain to extracurricular duties and assignments. 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. No discrimination shall be made between male and female employees relative to these assignments.
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.
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. In so far as possible, each Member will be assigned a "preparation period" in accordance with minimum standards. 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 released time, 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. One (1) copy of the current Board Policy Manual shall be available in the Principal's office in each building.
18. 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.
19. 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.
20. A schedule for attendance at parent-teacher conferences will be worked out each year by June 1<sup>st</sup> by a committee consisting of the NTA officers or designees and the Superintendent and Assistant Superintendent. For parent-teacher conferences:
  1. During the second week following the end of the first grading period, teachers in each building will work an additional total of seven (7) hours between two (2) evenings.
  2. 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.
  3. 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.
21. 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.

22. 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.

**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. 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.
3. 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. 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 six (6) 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 and delete positions as needed.

#### **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 who have been employed for one (1) year and who were employed by the Board on or after July 1, 2005, 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 O.R.C. §3319.11 and the Teacher Evaluation Procedure in this Agreement.

- d. The failure to conform to this procedure (Part III(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, insufficient funds, 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 O.R.C. 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 — POSTING VACANCIES**

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.

### **J — 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. 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.

4. Teachers who must travel from one location to another shall have sufficient travel time. 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.
5. All full-time Members shall receive free access to local sporting events.

### K — 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

- a. Exceptions to class size limits include: Art, Music, Physical Education, Study Halls/Duties, Homerooms, and Library.
- b. If the maximum number of students is exceeded, for the majority of a semester (half the number of days plus one), the teacher shall receive a stipend of seventy-five dollars (\$75) 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.

### L — 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:

<u>No. of Students</u>	<u>Hours of Pay</u>
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.

## **M — EVALUATION — STAFF APPRAISAL**

### **1. OBJECTIVES**

The purpose of the evaluation process is to:

- a. Improve classroom instruction.
- b. Clarify the performance expectations of the individual.
- c. Establish both short and long term work goals.
- d. Bring about a closer working relationship between the appraisee and evaluator.
- e. Make evaluation relevant to on-going job performance as outlined in the job description.
- f. Maintain records of class visitations and follow-up conferences.
- g. Assess the results of job performance both by means of self-appraisal and evaluation by the evaluator.

- h. Establish appropriate suggestions needed for further improvement.
- i. If necessary, and as required by state law, document valid reasons for non-renewal.

## 2. **PROCEDURE FOR TEACHER EVALUATION**

- a. All first year teachers, teachers new to the district, all newly assigned teachers, and teachers whose contracts are up for renewal that year shall be evaluated a minimum of two (2) times that year. Each evaluation shall consist of at least two (2) thirty (30) minute classroom observations.

The first evaluation shall be conducted not later than February 1 and a written report of the results of the evaluation shall be given to the teacher not later than February 10.

- b. All teachers on a limited contract, whose contracts are not up for renewal, and all tenured teachers shall be evaluated no less than once every three (3) years.
- c. Each evaluation shall consist of at least two (2) thirty (30) minute observations. Times of the observations shall be initialed by the teacher and the administrator. All evaluations shall be conducted on the forms which are attached hereto as Appendix B. The references to "Days Absent" on the Teacher Evaluation Form shall refer only to sick leave, personal leave, and days taken without pay (administrative short-term leave).

In all cases, the period of time between the first observation and the required post-evaluation conference shall not exceed three (3) weeks.

If a teacher is being considered for non-renewal, one (1) evaluation shall be conducted between February 1 and March 31, and a written report of the results of the evaluation shall be given to the teacher not later than April 10.

All of the above are minimum requirements. Additional evaluations may be done as needed.

One (1) copy of the evaluation shall be sent to the Superintendent; one (1) copy given to the teacher; and one (1) copy will be placed in the teacher's building file.

d. As a part of the evaluation process, there will be both observations and evaluations as defined below:

1) **Observation**: an actual in-class observation of the staff member at work in order to critique one's teaching performance. Also included are day-to-day observations of staff members in the educational setting. There shall be no officially adopted observation form. An administrator, when conducting an observation, should take into consideration the following situations: the day before or after a holiday recess, the day after an absence due to illness, or the first or last days of a marking period.

2) **Evaluation**: a summation of observations recorded on the Teacher Evaluation Form (see Appendix B).

e. 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.

f. Evaluation will be done by an administrator and will be based on the criteria outlined in the job description.

Each Member shall annually be provided with a copy of the current Teacher Job Description.

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

3. The procedures established herein shall supersede and take precedence over the requirements established under Ohio Revised Code 3319.11 and 3319.111 specifically as they relate to evaluation procedures.

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

#### **N — 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.

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 (\$150.00) for this training.

## **O — 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.

## **P — 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. For the duration of this negotiated agreement, the LPDC may amend its bylaws by unanimous vote of the committee.

## **Q — 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 Pathwise 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.

**R — 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 O.R.C. §§3319.11 and 3319.111. Other provisions of the Negotiated Agreement and O.R.C. §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 G, Section 12.
6. A retiree is entitled to participate in insurances provided to bargaining unit members only by paying the full cost of such insurances.
7. A retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force.
8. 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.
9. 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 three hundred fifty dollars (\$350).
  - b. The Board's obligation for such conferences shall not exceed sixteen thousand dollars (\$16,000) 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.
  - e. The Athletic Council shall set the policies for attendance to athletic-related conferences, clinics and tournaments.
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) per day unless a banquet or scheduled meal causes the per diem rate to exceed thirty-five dollars (\$35) per day, in which case the maximum rate shall be forty-five dollars (\$45); (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. 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. Two (2) 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 forwarded 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 whose 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 neither day is used during a school year, a Member shall be granted one-half (1/2) day of irrevocable severance pay as set forth in Part IV, Section E 11.
2. One (1) day of personal leave without loss of pay which shall be limited to the conduct of personal business which cannot be conducted at times other than such Member's regular duty day. The fraudulent use of such leave shall result in a deduction of pay for such unauthorized use and shall be considered as unexcused absence. Application for such leave should be forwarded, if possible, to the Superintendent at least three (3) days in advance of the date of the intended use of such leave.
3. 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. Upon return the Member will complete the required form and forward it to the Superintendent's office.
4. The following statement will appear on the request form:

Type of leave - \_\_\_\_\_ (UNRESTRICTED OR BUSINESS USE)

## **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. The Board agrees to provide the Members with a form stating the number of accumulated days of sick leave. This form will be added to the Norwalk City Schools' absence report and include the date, days granted, Member's name, and total sick leave balance.
6. Members, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which would be communicated to others, and for absence due to illness, injury, or death in the employee's immediately family. (ORC 3319.141)
7. The Treasurer shall notify each Member annually of the number of sick leave days remaining.
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. Each Member who has used sick leave during the school year as listed below will be granted irrevocable severance pay:
 

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 pursuant to Part IV, D or E shall be irrevocable and in addition to any retirement pay earned. 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. The Treasurer shall notify each Member annually of the total severance days accumulated.
12. When a member exhausts all accumulated sick leave, other members may donate days to be used by the affected member. No more than twenty (20) days can be received by the affected member and those days must be repaid to the donor(s) as soon as the affected member returns to work and accrues the number of days received.

### **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 before utilizing 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. The Association may submit suggestions for the development of the school calendar to the Superintendent. Suggestions shall be forwarded to the Superintendent by February 1<sup>st</sup> of each year. The Superintendent shall forward to the Board any Association suggestions relative to development of the school calendar provided they have been received by the Superintendent on or before February 1<sup>st</sup>. All suggestions submitted by the Association shall be on forms provided by the Superintendent's office for the development of proposed calendars for the Board. Such forms and codes may be obtained by contacting the Superintendent's office. Any suggestions for the development of the calendar submitted by the Association need to be identified as to the source of the proposal and dated.

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. Other than 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, there shall be no limitations on Members with respect to their study, investigation, presentation 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 strictly accountable for exercising reasonable and sound judgment in selecting for discussion 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. 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 Board shall prepare copies of the Master Agreement sufficient in number to allow each Member to receive a copy.
2. One (1) copy of said agreement shall be distributed to each Member.
3. A Member may request a replacement copy for a charge of two dollars (\$2), payable to Norwalk City Schools. One dollar (\$1) of this fee shall be forwarded to the Association Treasurer.
4. 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.
5. 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 \$250.
- 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 \$250 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**

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

### b. **CLASS II**

- 1<sup>st</sup> offense – 5 days suspension without pay
- 2<sup>nd</sup> 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, 2015, and shall remain in full force and effect through June 30, 2018, 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 2 day of December, in the year 2015.

  
\_\_\_\_\_  
President  
Norwalk Board of Education

  
\_\_\_\_\_  
President  
Norwalk Teachers Association

  
\_\_\_\_\_  
Superintendent  
Norwalk Board of Education

  
\_\_\_\_\_  
Negotiator  
Norwalk Teachers Association

  
\_\_\_\_\_  
Treasurer  
Norwalk Board of Education

\_\_\_\_\_  
SERB Agent of Record — OEA/NEA

**GRIEVANCE FORM**

\_\_\_\_\_  
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 Date  
on behalf of the Board of Education

Disposition of the Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**STEP FIVE**

This grievance is hereby submitted to arbitration.

\_\_\_\_\_  
GRIEVANT DATE

\_\_\_\_\_  
ASSOCIATION PRESIDENT DATE

\_\_\_\_\_  
RECEIVED BY DATE

NORWALK CITY SCHOOLS

TEACHER EVALUATION FORM

Name \_\_\_\_\_ School \_\_\_\_\_

Subject(s) or  
Grade(s) \_\_\_\_\_

Days Absent to Date 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/Not Applicable

	<u>Evaluator's Rating</u>
A. Classroom Instruction and Effective Organization	_____
B. Effective Communication	_____
C. Interaction With Pupils	_____
D. Professional Participation	_____
E. Professional Qualities	_____
F. Other Duties As May Be Assigned	_____
Overall Rating (This is not necessarily arrived at by an adding or averaging of the six areas listed above.)	_____

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

Observations: 1. \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_  
Date Time

2. \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_  
Date Time

**SECTION II:** (Use narrative in completing this section.)

**COMMENDABLE AREAS**

**AREAS OF NOTED IMPROVEMENT**

**AREAS NEEDING IMPROVEMENT**

SECTION III: Summary of Evaluation

<u>SECTION IV:</u>	Date of Conference	_____
	Signature of Evaluator	_____
	Date	_____
	Signature of Teacher	_____
	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.

(Additional pages may be added if more space for narrative comments are needed.)

**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

PERSONAL LEAVE  
(Certificated)

**SUBMIT THREE (3) DAYS IN ADVANCE**

AESOP Conf. #: \_\_\_\_\_ Date Submitted: \_\_\_\_\_ Date Rec'd @ CO: \_\_\_\_\_

Name: \_\_\_\_\_ Employee ID: \_\_\_\_\_  
(PRINT both first & last name)

Building: \_\_\_\_\_ Grade: \_\_\_\_\_ Subject: \_\_\_\_\_

Date(s) Requested: \_\_\_\_\_ Time: from \_\_\_\_\_ to \_\_\_\_\_

Monday Tuesday Wednesday Thursday Friday

Substitute Required: Yes – from \_\_\_\_\_ to \_\_\_\_\_  
No

Type of Leave: Unrestricted  
Business-use If using "Business-use" I certify by my signature that the date shall be used to conduct business, which cannot be conducted at other times other than such member's regular duty day.

*Employee Signature Required for Unrestricted AND/OR Business Use*

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent:  Approved  Disapproved

**Returned for Explanation**  
In order to better determine if this day will be properly used, please submit a brief written explanation of the reason(s) for use of this day.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Central Office Use Only:

Received with Explanation: \_\_\_\_\_ (date)

Substitute Secured: \_\_\_\_\_

- Distribution: Original: Treasurer's Office
- Copy: Requestor
- Copy: Sub Coordinator
- Copy: Principal

## D — PERSONAL LEAVE

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

1. Two (2) 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 forwarded 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 whose 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 neither day is used during a school year, a Member shall be granted one-half (1/2) day of irrevocable severance pay as set forth in Part IV, Section E 11.
2. One (1) day of personal leave without loss of pay which shall be limited to the conduct of personal business which cannot be conducted at times other than such Member’s regular duty day. The fraudulent use of such leave shall result in a deduction of pay for such unauthorized use and shall be considered as unexcused absence. Application for such leave should be forwarded, if possible, to the Superintendent at least three (3) days in advance of the date of the intended use of such leave.
3. 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 illness. Upon return the Member will complete the required form and forward it to the Superintendent’s office.
4. The following statement will appear on the request form:

Type of leave - \_\_\_\_\_ (UNRESTRICTED OR BUSINESS USE)

# 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: \$ \_\_\_\_\_

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

**2. Describe the course: (or attach course description)**

**3. 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 \$155.00 each = \$ \_\_\_\_\_  
(Maximum # of semester hours per year: July 1-June 30 = 6)

\_\_\_\_\_ Quarter hours approved; up to \$105.00 each = \$ \_\_\_\_\_  
(Maximum # of quarter hours per year: July 1-June 30 = 9)

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

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

Semester Hours:  
1-\$155 4-620  
2-310 5-775  
3-465 6-930

Quarter Hours:  
1-\$105 6-630  
2-210 7-735  
3-315 8-840  
4-420 9-945  
5-525

## P — REIMBURSEMENT FOR COLLEGE CREDIT

The Board agrees to compensate Members for actual cost up to a maximum of one hundred fifty-five dollars (\$155.00) per semester hour and one hundred five dollars (\$105.00) 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 fifty-five thousand dollars (\$55,000) per year. The money in the tuition reimbursement fund will be divided equally into two (2) segments. One half of the money will cover applications for the time period of July 1 — December 31 and the second half of the money will cover the time period of January 1 — June 30. Any money left from the first segment will be carried over to the second segment.
2. Application forms are available in the offices of the Principals.
3. All applications for tuition reimbursement will be approved on a first come/first served basis utilizing the date the application is submitted by the Member. Applications for reimbursement cannot be submitted more than one (1) month before the beginning of each half of the funding year—June 1 for the first half of the year and December 1 for the second half of the year. As applications are approved, the reimbursement amount shall be encumbered and a waiting list shall be developed for all applications in excess of available funds.
4. The Member shall forward the application to the Superintendent. Application for courses outside the intent of this agreement shall be accompanied with a description of the course and a brief plan as to how it will be used in classroom instruction.
5. Upon receipt, the Superintendent will review the application.
6. The Superintendent shall approve or disapprove the application based on the course work requested as such request pertains to the confines of the existing agreement. All requests, approved or disapproved, will be returned promptly to the Member.
7. Members receiving disapproval should contact the Superintendent if they have any questions regarding the decision.
8. Approval for tuition reimbursement for a specific course cannot be transferred to a different course or the same course in a different semester or quarter.
9. The Member must receive a grade of "C" or better, and/or if taking a pass/fail course, receive a passing grade, to be eligible for reimbursement.
10. Upon successful completion of the approved course or courses, evidence of transcript(s), and a receipt of the actual cost of the course or courses, reimbursement will be made within the following two (2) pay periods.

NORWALK CITY SCHOOLS  
PROFESSIONAL CONFERENCE/ALTERNATE ASSIGNMENT

Professional Conference  
Administrator's name requesting your attendance:

Alternate Assignment  
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.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Norwalk City School District Board of Education and the Norwalk Teachers Association for the purpose of extending the Joint Operations Agreements between the parties for one (1) year. Accordingly, the parties hereby agree as follows:

1. Pursuant to Part V, Section I of the Agreement between the parties, the Agreement expires on June 30, 2014. Part V, Section I shall be amended such that the duration of the Agreement shall be extended for one (1) year from July 1, 2014 through June 30, 2015.
2. All other terms and conditions of the Agreement between the parties currently in effect shall be extended and remain in full force and effect from July 1, 2014 through June 30, 2015 with the exceptions of Article M (Evaluation – Staff Appraisal), and Article Q (Entry Year Program),
3. Those additional provisions mention specifically will be changed according to a mutual agreement in the form of an MOU.
4. Article I (Duration of Agreement) shall be revised to state: “This Agreement shall be effective July 1, 2014 and remain in full force and effect through June 30, 2015.

IN WITNESS WHEREOF, the parties have ratified, adopted, and executed this Memorandum of Understanding on this 7<sup>th</sup> day of October, 2013.

Norwalk Teachers’ Association

Norwalk City Board of Education

By: \_\_\_\_\_  
Association President

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Association

By: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
Association

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

# Norwalk City School District



## Teacher Evaluation System

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

September - 2014

## I. SCOPE AND PURPOSE

### DEFINITIONS

- A. **Credentialed Third Party Evaluator (CTPE):** A person who is employed by an entity contracted by the board to conduct evaluations and who holds a license designated for being a superintendent, assistant superintendent, principal, vocational director, administrative specialist, or supervisor in any educational area issued under section 3319.22 of the Ohio Revised Code.
- B. **Electronic Teacher and Principal Evaluation System (eTPES):** The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.
- C. **Evaluation Cycle:** The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.
- D. **Evaluation Factors:** The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).
- E. **Evaluation Framework:** The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- F. **Evaluation Instrument:** The forms used by the teacher's evaluator. The (insert word either forms or instrument) are located in Appendix B to this agreement.
- G. **Evaluation Procedure:** The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- H. **Evaluation Rating:** The final summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures. Each completed evaluation shall result in the assignment of one of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.
- I. **Evidence:** Information provided 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, and student work samples.
- J. **Ohio Teacher Evaluation System (OTES):** The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
- K. **Poorly Performing Teacher:** A teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years, and who takes the written examinations required pursuant to section 3319.58 of the Ohio Revised Code, and who completes a remediation and/or improvement plan during the subsequent school year.

- L. **Remediation Plan:** A written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address any performance deficiencies cited in the evidence that is gathered during walkthroughs and formal observations.
- M. **Shared Attribution:** The practice of assigning student(s) growth results to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system.
- N. **Student Growth Measure (SGM):** a method for determining how much academic progress students are making by measuring growth between two points in time. Ohio recognizes three types: (1) value added; (2) those based on state-approved vendor assessments; and (3) locally-determined measures.
- O. **Student Learning Objective (SLO):** A measurable academic growth target that a teacher sets, and as approved by the administration, at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.
- P. **Teacher of Record:** A teacher who
  - 1. Is responsible for assigning the grade to the student, and
  - 1. Is required to have the proper certification and/or licensure to teach the particular subject/grade level for which he/she has been designated "teacher(s) of record", and
  - 2. Is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course, in a classroom setting
    - 3a. Students assigned to a tutor for home instruction through Pupil Services will be exempted from the teacher's Student Growth Measure for that year's evaluation cycles.
- A. **Teacher Performance:** The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.
- A. **Teacher-Student Data Linkage (TSDL):** The process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students' growth scores for the purpose of attributing student growth to the teacher of record.
- S. **Value-Added:** Refers to the Education Value-Added Assessment System (EVAAS) value-added model(s) provided by SAS, Inc., which calculates a measure of student growth at the district and school levels based on student scores.

## **PURPOSES**

A. The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
2. To inform instruction.
3. 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.
4. Additionally, the evaluation process is to:
  - a. Improve classroom instruction.
  - b. Clarify the performance expectations of the individual.
  - c. Establish both short and long term goals for individual staff members.
  - d. Bring about a closer working relationship between the teacher and evaluator.
  - e. Make evaluation relevant to on-going job expectations and descriptions.
  - f. Establish appropriate suggestions needed for further improvement.
  - g. If necessary, and as required by law, document valid reasons for non-renewal.

## **APPLICATION**

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

1. 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.
2. 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.
3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing student instruction in a classroom setting.
4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction in a classroom setting.
5. Certified and licensed employees who do not meet the definition of teacher shall be evaluated utilizing the previous evaluation system documents. (See appendix)

## II. STANDING JOINT COMMITTEES FOR TEACHER EVALUATION

### AUTHORITY

The association and the board agree to establish a standing joint evaluation advisory committee and student growth measures advisory committee for the purpose of reviewing the policy, procedures, and processes, including the evaluation instrument, for the evaluation of teachers in the district and to regularly review the effectiveness of said factors for the evaluation (instrument for performance and growth measures for teachers in the district). The evaluation committee will make recommendations to the association and board for approval.

### EVALUATION COMMITTEE

#### A. Committee Composition

1. The committee shall be comprised of seven association members appointed by the association president and seven members appointed by the board or its designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
2. Committee members shall serve terms that coincide with the current negotiated agreement dates.
3. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the district.

#### A. Committee Operation

1. The committee shall be chaired jointly by a committee member from the association and a committee member appointed by the board.
2. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage prior to service on the committee.
3. 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 a quarterly basis to review the needs inherent in the evaluation system.
4. Committee agendas shall be developed jointly by the co-chairpersons of the committee.
5. At the initial committee meeting, the committee shall develop the ground rules by which the committee shall operate. These ground rules shall be read aloud at the commencement of every meeting and shall be reviewed annually.
6. At each meeting, the committee shall select an individual to act as the official scribe for that meeting.

7. Members of the committee shall receive release time for committee work and training and/or be reimbursed at the member rate per negotiated contract.
8. Minutes of meetings shall be distributed to committee members, association President, and district Superintendent within five days following meetings of the committee.

## **STUDENT GROWTH MEASURES (SGMs) COMMITTEE**

The association and the board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of SGMs and providing professional development on SGMs for the employees of Norwalk City Schools.

### **A. Committee Composition**

1. The committee shall be comprised of two association members, but not more than four, per school building appointed by the association president, an administrator from each school building appointed by the superintendent, and the superintendent or his/her designee. In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
2. The members of the committee shall be representative of the elementary school, intermediate school, the middle school, the high school.
3. The terms of association members on the committee shall be for a period of no less than two (2) years unless a member leaves the district, retires, requests that the association removes him/her from the committee, is no longer able to serve due to unforeseen circumstances, or is removed by action of the association.
4. At the conclusion of the association member's term, or removal therefrom, the association shall appoint a successor.

### **B. Committee Operation**

1. The committee shall be chaired jointly by a committee member from the association and a committee member from administration.
2. Members of the committee shall receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the district approves a new vendor assessment, all committee members and the bargaining unit shall be trained on the new system and SGM application). The cost, if any, shall be borne by the board.
3. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
  - a. One task of the committee shall be to determine those conditions that likely would impact SGMs, other than those attributed to teacher performance responsibility, such

as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the new standards and/or curriculum, etc.

- b. The committee shall perform its responsibilities over the term of this agreement and shall make recommendations to inform future contract negotiations.
4. Committee agendas shall be developed jointly by the co-chairs of the committee.
1. At the initial meeting, the committee shall develop the ground rules by which the committee shall operate, review them at each meeting, and update them thereafter as needed.

## **V. EVALUATION STRUCTURE AND PROCEDURES**

### **SCHEDULE OF EVALUATION**

- A. No teacher shall be evaluated more than once annually, said evaluation shall include a minimum of two (2) observations.
- 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.
- C. 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 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. Teachers rated accomplished or skilled beginning in 2014-15 may have the following adjustments to the evaluation schedule – per board policy: teacher receiving a rating of accomplished may be evaluated every three years; a teacher receiving a rating of skilled may be evaluated every two years. In any year in which a teacher who has not been formally evaluated, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.
- E. Teachers who are on leave for 50% 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.

### **III. EVALUATORS**

#### **QUALIFICATIONS AND ROLE**

- A. An evaluator must be a full-time, credentialed contracted employee of the Norwalk City Schools or mutually agreed upon by the Association and Superintendent or his designee.
- B. 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.
- C. 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:
  - 1. An unforeseen emergency arises and a new evaluator must be chosen, with the consent of the teacher;
  - 2. The teacher requests a new evaluator based on documentation which shows the evaluator has discriminated and/or made false claims against the teacher.
  - 3. D-3 below.
- D. The person who is responsible for assessing a teacher's performance shall be:
  - 1. The teacher's immediate supervisor for those teachers with an expected level or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.
  - 2. Teachers with above expected levels of student growth shall choose their credentialed evaluator for each evaluation cycle (within building, unless approved by superintendent and union representative).
  - 3. 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.
  - 4. Any evaluator shall not be a bargaining unit member. The supervisor must be employed under a full-time contract 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.

#### **CRITERIA FOR PERFORMANCE ASSESSMENT**

- A. A teacher's performance shall be assessed based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument, Appendix B to this agreement.
- B. 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.

- C. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. No misleading, inaccurate, 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.
- E. In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices.
- F. The district will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.
- G. 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. 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 second Friday in December. The second formal observation shall be completed by second Friday in April.
2. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

### A. Observation Conference

1. All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within two working days. At the pre-observation conference teachers shall provide evidence for the work situation to be observed on the pre-observation form (Appendix B).
2. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within three working days following the formal observation. At the post-observation conference teachers shall be provided one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during this post-observation conference.
3. The evaluator shall provide the teacher with paper copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs. Any of the aforementioned documentation, which were

compiled using an electronic device, must be stored on a server owned by the Norwalk City Schools.

4. A teacher or observing party 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.
5. Formal observations shall not disrupt and/or interrupt the classroom learning environment.
6. All formal observations shall be announced.

## **WALKTHROUGHS**

- A. A walkthrough is a formative assessment process that focuses on the following components resulting in a brief written note(s) or summary:
  1. Evidence of planning;
  2. Lesson delivery;
  3. Differentiation;
  4. Resources;
  5. Classroom environment;
  6. Student engagement;
  7. Assessment; or
  8. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.
- A. The teacher shall receive electronic or written notification at least two (2) work days prior to each walkthrough that identifies the focus of the walkthrough. If the teacher is on board-approved leave during the time the evaluator sends the notification, the walkthrough shall be rescheduled.
- B. The walkthrough shall consist of at least five consecutive minutes, but not more than ten consecutive minutes in duration.
- C. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough no later than two (2) work days following the walkthrough.

- D. At the request of the teacher, a formal debriefing shall occur no later than two (2) work days after the walkthrough to discuss observations relative to the identified focus. This debriefing shall occur during the contractual work day at a mutually agreed time by the teacher and the evaluating administrator.
- E. There shall be at least two, but no more than three walkthroughs conducted in each evaluation cycle.
- F. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

### **CALCULATING TEACHER PERFORMANCE RATING**

- A. The Teacher Performance Rating used in the Final Summative Rating shall be calculated in the following manner.
  - 1. A numerical value for each category on the Teacher Performance Evaluation Rubric shall be assigned as:
    - a. One (1) for Ineffective;
    - b. Two (2) for Developing;
    - c. Three (3) for Skilled; and
    - d. Four (4) for Accomplished.
  - 2. An average shall be calculated by taking the sum of each performance criteria (PC) and dividing by the total number of performance criteria (Sum of PC ÷ N).
- B. The Teacher Performance Rating shall be assigned as follows:
  - 1. 1 – 1.4 = Ineffective Teacher Performance Rating
  - 2. Greater than 1.5 to 2.4 = Developing Teacher Performance Rating
  - 3. Greater than 2.5 to 3.4 = Skilled Teacher Performance Rating
  - 1. Greater than 3.5 = Accomplished Teacher Performance Rating

## **PERFORMANCE-DRIVEN REMEDIATION PLANS OF DEFICIENCIES IDENTIFIED DURING OBSERVATIONS AND WALKTHROUGHS**

- A. Formal observations and walkthroughs resulting in the identification of performance deficiencies in relation to the approved Standards for Ohio Educators and rubrics shall be addressed during the post-observation conference and/or the formal debriefing following a walkthrough. All performance deficiencies identified by the evaluator shall be compiled and reported in writing, and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.
- B. The evaluator involved shall make written recommendations at the post-observation conference or formal debriefing and otherwise assist the teacher for the purpose of remediation of identified performance deficiencies.
- C. The evaluator and teacher shall develop a performance-driven remediation plan of identified performance deficiencies at the post-observation conference or formal debriefing and such plan shall be reduced to writing and provided to the teacher within five working days following the post-observation conference or formal debriefing.
- D. The performance-driven remediation plan, as outlined in this section, shall detail the following:
  - 1. Issues within the performance rubric documented as deficient;
  - 2. Specific performance rubric goals;
  - 3. The allocation of financial and other resources and assistance to be provided by the district to support the remediation plan and/or professional development of the teacher;
  - 4. Sufficient, specific timelines, not less than six (6) weeks, to allow for the remediation of identified performance deficiencies; and
  - 5. The provision for a trained teacher mentor/coach as appropriate, who shall be provided release time for consultations/observations with the teacher under a remediation plan.
- A. If a performance-driven remediation plan is developed prior to March 1, the identified performance deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. For performance deficiencies that are successfully remediated during the remainder of the school year, those performance deficiencies shall be deemed remediated.
- E. If a performance-driven remediation plan is developed after March 1, the teacher shall be permitted to continue remediation into the next school year.
- F. Observed performance deficiencies regarding a teacher's failure to adhere to reasonable work rules and other documented performance deficiencies not noted during the formal observations or walkthroughs shall be put in writing and provided to the teacher within three

(3) work days after an observed performance deficiency occurs. The evaluator shall provide to the teacher a written plan for remediation of said performance deficiencies with a clear and reasonable period of time for the teacher to evidence the required remediation.

## **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
1. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed through evidence gathered during the walkthroughs and formal observations that are conducted for the current school year.
  2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
  3. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report.
  4. 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.
  5. The evaluation report shall be completed, signed by both parties, and filed with the superintendent by May 10.
  6. 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. To maintain the security and integrity of the documentation, any and all electronic information and documentation shall be stored and maintained on secure servers owned and operated by Norwalk City Schools.
  7. A teacher shall be given by the district one (1) copy of all information and documents obtained through the evaluation process, if requested.
  8. The district shall submit the final summative rating of teacher effectiveness to the Ohio Department of Education by May 30th.
  9. 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.

## **IV. COMMITMENT TO ORIENTATION AND PROFESSIONAL DEVELOPMENT**

### **ORIENTATION OF TEACHERS**

- A. 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.
- B. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

### **PROFESSIONAL DEVELOPMENT**

- A. The board shall meet the requirements of O.R.C. 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement.
- B. The board shall provide training on the teacher evaluation procedure for all credentialed evaluators and all teachers prior to the implementation of the evaluation procedure.
- C. The board / administration in collaboration with the association shall provide training on the teacher evaluation procedure, including recalibration of evaluation ratings annually and said training shall address the evaluation Standards for Ohio Educators and rubrics, tools, processes, and methodology, including the use of student growth data.
- D. Teachers / Administrators
  - 1. Each teacher / administrator shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.
  - 2. Written instructions shall be supplemented by specific group evaluation instrument training to familiarize teachers / administrators on how the evaluation instrument is designed and shall be utilized.

3. Written instructions and group evaluation instrument training shall be presented to the teachers / administrators not later than September 15, or in the case of a new teacher, not later than thirty (30) days after initial employment with the district.

#### **SCHEDULE OF EVALUATION**

- A. No teacher shall be evaluated more than once annually, said evaluation shall include a minimum of two (2) observations.
- 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.
- C. 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 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. Dates to be established by the joint committee prior to the end of the current school year for the subsequent year.

#### **STUDENT GROWTH MEASURES (SGM)**

- A. When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on its utilization.
- A. When utilizing Student Learning Objectives (SLOs) to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than the second Friday in September.
  1. The SGM committee or designees shall review and approve all submitted SLOs by the second Friday in October.
  2. Any SLO that is rejected by the SGM committee (or evaluation committee) shall be returned to the teacher/group with specific designation of deficiencies by the second Friday in October with a timeline seven working days for the resubmittal of the corrected SLO. Corrected SLOs shall be approved by the committee by the fourth Friday in October.
- C. Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.
- D. Prior to submitting the SGM results to the designated evaluator, the teacher may request that the SGM Committee review the results for the sole purpose of verifying accuracy.

- E. Teachers shall submit all SGM results to his/her evaluator by second Friday in April].
- F. Evaluators shall conduct a final meeting with individual teachers to discuss SGM scores by last Friday in April.
- A. Teacher of Record
  - 1. Each teacher shall have the opportunity to review the students for whom they are identified as teacher of record prior to the district verifying the teacher's data and SGM rating in order to ensure accuracy in reporting.
  - 2. For Category A2 teachers, the teacher shall have the opportunity to review the percentage of value-added measures, vendor assessments and/or SLOs the teacher teaches proportionate to his/her individual schedule.
  - 3. B and C teachers shall receive written notice of the SGM results for vendor assessments and the numerical ratings for the SLO prior to them being reported, as may be statutorily required.
  - 4. If requested, the teacher will be provided documents which show the above information.

#### **CRITERIA FOR SGM**

- A. The SGM portion of the evaluation shall be derived from the following:

- 1. Value added (VA) data

- a. "A1" – A1 teachers are those who instruct Value-Added courses/subjects exclusively.
- b. "A2" – A2 teachers are those who instruct Value-Added courses/subjects but not exclusively.

- 2. ODE approved student assessments (vendor assessments)

"B" – B teachers are those with Approved-Vendor Assessment data available and locally developed measures.

- 3. Menu of options determined locally such as SLOs

"C" – C teachers are those with no Teacher-Level Value-Added or Approved-Vendor Assessment data available.

If "A1" above, the evaluation will be based upon 50% classroom observations and 50% value added.

If "A2" or "B" above, the evaluation will be based upon 50% classroom observations; and value added and SLOs as determined by the building SLO committee and/or future state mandates.

If "C" above, the evaluation will be based upon 50% classroom observations and 50% SLOs.

Reference HB 487 (Safe Harbor)

This process will be re-examined by the Teacher Evaluation team at the end of the 2014-2015 school year. The reliability and validity of the new testing must be determined during this study process to determine its application on the evaluation process.

A. Electronic Teacher and Principal Evaluation System (eTPES)

The use of eTPES or any other teacher evaluation electronic reporting and/or storage system shall be part of the annual review process. The only teacher evaluation information provided to the ODE by the district shall be found in O.R.C. 3319.111(G).

1. The superintendent shall choose **Option 3** for submitting teacher evaluation data to the ODE and/or third parties for the **2014-2015** evaluation process. Rebuttal for eTPES data shall be kept in the teacher's personnel file and not placed into eTPES."
2. Bargaining unit members shall not be required to enter data into eTPES for the 2014-2015 school year.

## Appendix

### (Checklist – Teacher Evaluation System)

#### Performance Planning Checklist-Ohio Teacher Evaluation System-Norwalk City Schools

The following checklist corresponds to the **Skilled** rating of the Teacher Performance Evaluation Rubric. The checklist provides an opportunity to document evidence, in order to provide a holistic view of your teaching performance. For teachers desiring to attain an **Accomplished** rating, refer to the Teacher Performance Evaluation Rubric requirements and evidence needed to attain this rating. Evidence gathered and documented informs your evaluator during the pre- and post-observation conferences. The documentation process should be on-going--throughout the entire school year. Additionally, some of the evidence, such as in the domains of Lesson Delivery and Classroom Environment, will be gathered during the formal observation process. The checklist informs the teacher, as to the criteria your evaluator may examine.

Instructional Planning			
Instructional Planning Checklist	Evidence Provided	Evidence Gathering is In-Progress	Evidence Examples
Instruction demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with Ohio Standards. Focus for Learning (Standard 4: Instruction)			
Learning outcomes and goals are clearly communicated to students. The teacher demonstrates the importance of the goal and its appropriateness for students. Focus for Learning (Standard 4: Instruction)			
The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessment into lesson planning. Assessment Data (Standard 3: Assessment)			
Multiple methods of assessment of student learning are utilized to guide instruction. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning an delivery. Assessment Data (Standard 3: Assessment)			
Teacher connects lesson to real-life applications. Lesson content is linked to			

previous and future learning. The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within lessons. Prior Content Knowledge/Sequence/Connections (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)			
The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards. Prior Content Knowledge/Sequence/Connections (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)			
Teacher demonstrates a familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. Knowledge of Students (Standard 1: Students)			
The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences. Knowledge of Students (Standard 1: Students)			
<b>Instruction and Assessment</b>			
<b>Instruction and Planning Checklist</b>	<b>Evidence Provided</b>	<b>Evidence In-Progress</b>	<b>Evidence Examples</b>
Content presented is accurate and grade appropriate. Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. Lesson Delivery (Standard 2: Content; Standard 4: Instruction)			
The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning. Lesson Delivery (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)			
Varied instructional tools and strategies reflect student needs and learning outcomes. Differentiation (Standard 1: Students; Standard 4: Instruction)			
Instruction and lesson activities are			

accessible and challenging for students. The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group. Differentiation (Standard 1: Students; Standard 4: Instruction)			
Instructional materials and resources are aligned to instructional purposes and are appropriate for students' learning styles and needs. Resources (Standard 2: Content; Standard 4: Instruction)			
Teacher exhibits a positive rapport with students and demonstrates an interest in all students. Classroom Environment (Standard 1: Students)			
Routines support learning goals and activities. Classroom Environment (Standard 5: Learning Environment)			
Instructional time is used effectively. Classroom Environment (Standard 5: Learning Environment)			
Teacher communicates instructions and promotes two-way classroom dialogue in an efficient manner. Classroom Environment (Standard 5: Learning Environment)			
A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Classroom Environment (Standard 5: Learning Environment)			
Transitions between learning activities are efficient and smooth. Classroom Environment (Standard 6: Collaboration and Communication)			
Teacher provides students with timely and responsive feedback. Assessment of Student Learning (Standard 3: Assessment)			
The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly. Assessment of Student Learning (Standard 3: Assessment)			
The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students. Assessment of Student Learning (Standard 3: Assessment)			

<p>The teacher provides substantive, specific and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality. Assessment of Student Learning (Standard 3: Assessment)</p>			
<p><b>Professionalism</b></p>			
<p><b>Instruction and Planning Checklist</b></p>	<p><b>Evidence Provided</b></p>	<p><b>Evidence In-Progress</b></p>	<p><b>Evidence Examples</b></p>
<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies. Professional Responsibilities (Standard 6: Collaboration and Communication)</p>			
<p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations. Professional Responsibilities (Standard 7: Professional Responsibility and Growth)</p>			
<p>The teacher sets data-based short- and long-term professional goals and takes action to meet those goals. Professional Responsibilities (Standard 7: Professional Responsibility and Growth)</p>			

# Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is **not** a(n):

- Formal observation;
- “Gotcha” opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers’ summative performance rating: *ineffective, developing, proficient or accomplished*.

## Guidelines for Informal Classroom Observations

### Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

### Informally Observe As Often As You Can

The principal’s presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon*.

### Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

### Make Time to Follow Up

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to face. The evaluator may also offer resources to help teachers refine their practice.

### Teacher Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

### Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels).

Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

## Informal Observation: General Form

Teacher Name: \_\_\_\_\_ Grade(s) \_\_\_\_\_ Subject Area(s): \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

<p><b>Directions:</b> This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.</p>	
<p><b>EVALUATOR OBSERVATIONS</b></p>	
<p>___ Instruction is developmentally appropriate</p>	<p>___ Lesson content is linked to previous and future learning</p>
<p>___ Learning outcomes and goals are clearly communicated to students</p>	<p>___ Classroom learning environment is safe and conducive to learning</p>
<p>___ Varied instructional tools and strategies reflect student needs and learning objectives</p>	<p>___ Teacher provides students with timely and responsive feedback</p>
<p>___ Content presented is accurate and grade appropriate</p>	<p>___ Instructional time is used effectively</p>
<p>___ Teacher connects lesson to real-life applications</p>	<p>___ Routines support learning goals and activities</p>
<p>___ Instruction and lesson activities are accessible and challenging for students</p>	<p>Multiple methods of assessment of student learning are utilized to guide instruction</p>
<p>Other: _____</p>	<p>Other: _____</p>
<p><b>Evaluator Summary Comments:</b></p>	
<p><b>Recommendations for Focus of Informal Observations:</b></p>	

Evaluator Signature \_\_\_\_\_

\_\_\_ Photocopy or email teacher

## Focused WALK-THROUGH Observation Tool

<p><b>Directions:</b> This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not</p>
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observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

#### EVALUATOR OBSERVATIONS

	Observed	Not Observed	Additional Information
<b>Curriculum</b>			
Objectives for lesson are clearly posted.			
Lesson objectives are aligned with standards			
<b>Instruction</b>			
Instruction is differentiated to meet varied student needs			
Teacher uses a variety of instructional strategies			
Students receive timely support from teacher			
Directions and explanations are given verbally or in writing			
Students are grouped in ways that promote maximized learning			
English language learners are productively engaged in learning activities			
Students with disabilities are productively engaged in learning activities			
Teacher questioning leads to higher level thinking			
Student can explain what they are expected to do and why			
<b>Assessment</b>			
Progress monitoring assessments are used in the classroom			
Formative assessments are used by the teacher to inform instruction			

Teacher clearly monitors student work.			
<b>Supportive Learning Environment</b>			
Time is maximized for learning through the use of regular routines and procedures.			
The noise level allows students to be productive.			
Students and teacher are respectful of one another.			
The classroom appears to be hazard free			
Evidence of high-quality student work is posted in the classroom.			

Comments:

Teacher Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

### Focused WALK-THROUGH FOR MUTUAL RESPECT RUBRIC

**Directions:** This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

Issue	Present	Needed	N/A
Teacher call students by name			
Teacher uses courtesies (please, thank you, etc.)			
Students use courtesies to each other and the teacher			
Teacher calls on all students			
Teacher gets into proximity with all students (arm's reach)			
Teacher greets students at the door			
Teacher smiles at students			
Classroom has a business-like atmosphere			
Students are given tools to assess/evaluate their own work			
Student-developed questions are used as part			

of instruction			
Grading/scoring is clear and easily understood			
Students ask for help			

Teacher Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

### Focused WALK-THROUGH FOR INSTRUCTION RUBRIC

<p><b>Directions:</b> This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.</p>			
Issue	Present	Needed	N/A
Students use mental models			
Procedures are used by student to work through the lesson			
Lesson is tied to the standard			
Checks for understanding are used throughout the lesson			
Guided practice opportunities are provided for all students			
Students have tools for self-evaluation of student work (rubric, etc.)			

Student work is calibrated to grade level			
Teachers use models during instruction			
Student work/assignments are differentiated			
Students work collaboratively with teachers and peers			

Teacher Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

### Focused WALK-THROUGH FOR GENERAL PURPOSE RUBRIC

<p><b>Directions:</b> This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.</p>			
Issue	Present	Needed	N/A
Students are engaged in learning			
Instruction is linked to standards			
Students self-assess their own work			
Teacher gives feedback and correctives			

Assignments are on grade level			
Relationships between teacher and student are mutually respectful			
Time is spent on task			
Transitions are smooth and minimal			
Assignments are differentiated			
Classroom procedures are in place			
Discipline interruptions are infrequent			
Student work is displayed in the classroom			

Teacher Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Focused WALK-THROUGH FOR DISCIPLINE AND CLASSROOM MANAGEMENT RUBRIC**

<p><b>Directions:</b> This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.</p>			
Issue	Present	Needed	N/A
Attendance taken while students are working			

Procedures are in place for easily collecting assignments			
Students use practiced routines (hall passes, student planners, etc.)			
Students are seated and ready to work when the bell rings			
Students work until the bell rings to end class			
Discipline interventions are in an adult voice			
Students are busy and focused			

Teacher Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

### Focused WALK-THROUGH FOR DIFFERENTIATED INSTRUCTION RUBRIC

**Directions:** This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

Instructional Style	Check	Proof from Student that Differentiation is needed	Check
Discussion		Rubrics	
Partnered Activities		Teacher-made Tests	
Group or team work (cooperative learning)		Student-made questions	
Lab		Portfolios	
Learning Centers		Grades	
Recitation and drill		Standardized tests	
Lecture		Student work samples	
Peer Tutoring		Debate	
Role Playing		Written Response	
Computer simulation		Oral Response	
Games		Signaling (thumbs up/down)	
Independent Research		Replication	
Inquiry/problem based approach		Teacher rating scales	
Socratic dialogue		Peer evaluation	
Dramatization		Planning documents	
Computer-assisted instruction		Process documents	
Manipulative/hands on		Graphic displays	
Movement-based		Power Point Explanation	
Music-based		Electronic portfolio	
Oral call and response		Contracts	


Teacher Name \_\_\_\_\_

Date \_\_\_\_\_

**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.



# Norwalk City School District

OTES - Performance Rating

(Use after first observation)

Performance Rating based upon the Teacher Performance Rubric:

<u>Performance Standard</u>	<u>Rating</u>			
<b>1. Focus for Learning</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>2. Assessment Data</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>3. Prior Content Knowledge/Connections</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>4. Knowledge of Students</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>5. Lesson Delivery</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>6. Differentiation</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>7. Resources</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>8. Classroom Environment</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>9. Assessment of Student Learning</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>10. Professional Responsibilities</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>

Area of Strength: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Area for Growth: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

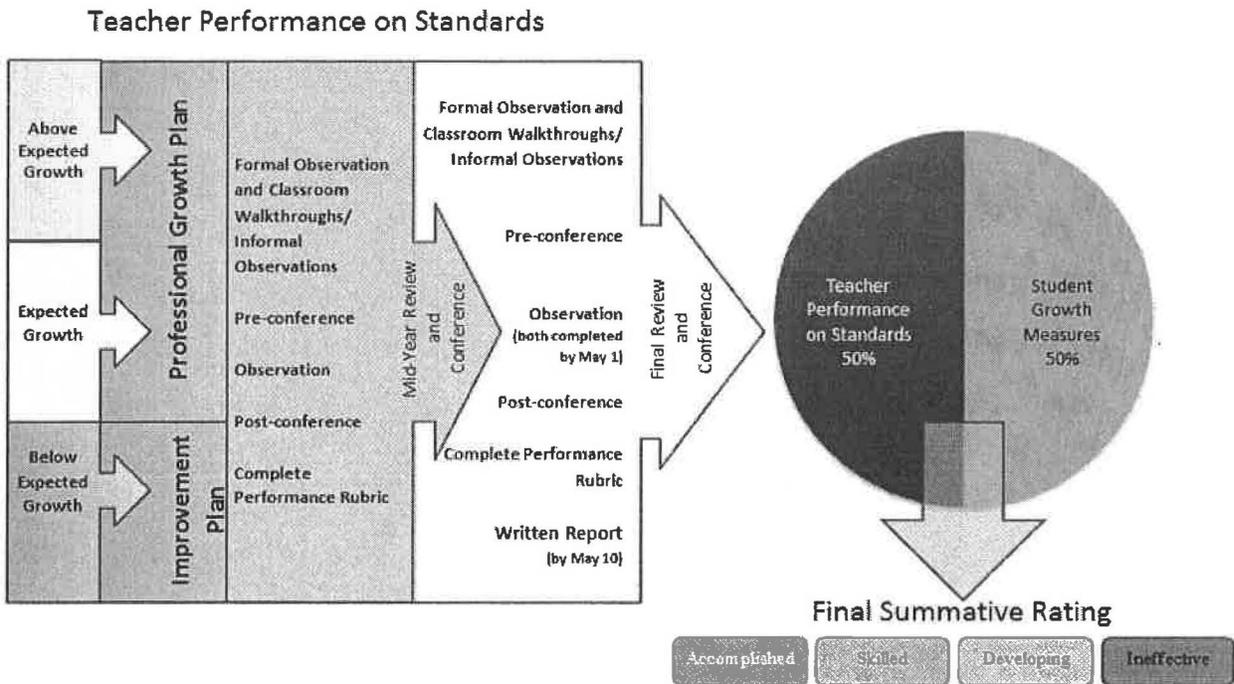
\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

*The signatures above indicate that the teacher and evaluator have discussed this performance rating  
Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form and may request a second conference with the evaluator. Any additional information will become part of the record.*

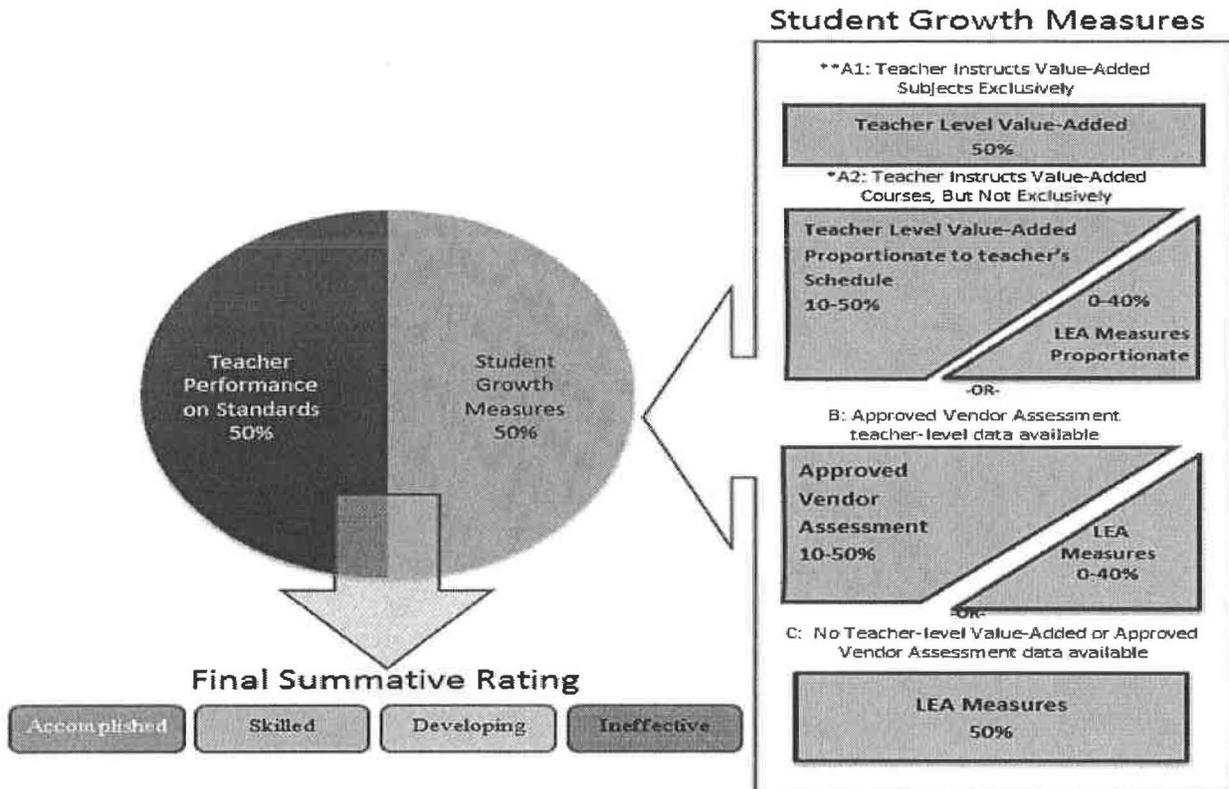
## Teacher Performance

Teacher performance is determined by using a rating rubric (*Teacher Performance Evaluation Rubric*) consisting of indicators based on the *Ohio Standards for the Teaching Profession*. The evaluation process requires the evaluator to use evidence gathered in a variety of avenues (professional growth or improvement plan, observations, walkthroughs, and conferences) to determine a teacher performance rating.



## Student Growth Measures

Student growth measures shall account for fifty percent (50%) of the teacher evaluation. For the purpose of use in the OTES model, student growth is defined as the change in student achievement for an individual student between two or more points in time.



## Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
I N S T R U C T I O N A L P L A	<b>FOCUS FOR LEARNING</b>  (Standard 4: Instruction)  <i>Sources of Evidence:</i>  <b>Pre-Conference</b>	<p>The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.</p>	<p>The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.</p>	<p>The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.</p>	<p>The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs.</p> <p>The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.</p>

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ASSESSMENT DATA  
(Standard 3: Assessment)

*Sources of Evidence:*

**Pre-Conference**

The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.

The teacher does not use or only uses one measure of student performance.

The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.

The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.

The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.

The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.

The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.

Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.

INSTRUCTIONAL PLANNING				
	Ineffective	Developing	Skilled	Accomplished

<p style="text-align: center;">I N S T R U C T I O N A L P L A N N I N G</p>	<p style="text-align: center;"><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b></p> <p style="text-align: center;">(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p style="text-align: center;"><i>Sources of Evidence:</i></p> <p style="text-align: center;">Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p>
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			The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i></p> <p><b>Analysis of Student Data</b></p> <p><b>Pre-Conference</b></p>	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.

		<p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
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Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
IN S T R U C T I O N A N D A S	<b>LESSON DELIVERY</b>  (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.
	<b>Sources of Evidence:</b>  <b>Formal Observation</b>  <b>Classroom Walkthroughs/ Informal</b>				

S E S S M E N T	<b>Observations</b>	The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
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<p><b>DIFFERENTIATION</b></p> <p>(Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i></p> <p><b>Pre-Conference</b></p> <p><b>Formal Observation</b></p> <p><b>Classroom Walkthroughs/ Informal Observations</b></p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
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<p><b>RESOURCES</b></p> <p>(Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i></p> <p>Pre-Conference</p> <p>Formal Observation</p> <p>Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
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Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
IN S T R U C T I O N A N D A S S E S S M E N T	<b>CLASSROOM ENVIRONMENT</b>  (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)  <b>Sources of Evidence:</b>  <b>Pre-Conference</b>  <b>Formal Observation</b>  <b>Classroom Walkthroughs/ Informal Observations</b>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p>

		<p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p>	<p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p>	<p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p>	<p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p>
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		<p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
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Instruction and Assessment				
	Ineffective	Developing	Skilled	Accomplished

IN S T R U C T I O N A N D A S S E S S M E N T	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><b>Sources of Evidence:</b></p> <p>Pre-Conference</p> <p>Formal Observation</p> <p>Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p>
	<p>Post-Conference</p>	<p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p>	<p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p>	<p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p>	<p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p>

		<p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
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Professionalism		Ineffective	Developing	Skilled	Accomplished
PR O F E S S I O N A L I S M	<p><b>PROFESSIONAL RESPONSIBILITIES</b></p> <p>(Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i></p> <p>Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p>

		The teacher fails to understand and follow regulations, policies, and agreements.	The teacher understands and follows district policies and state and federal regulations at a minimal level.	The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.	The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.
		The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.

## Using Evidence to Inform Holistic Performance Ratings

### Defining the Performance Ratings

In accordance with Ohio Revised Code 3319.112 the rubric describes four levels of teacher performance for each standard area. Each performance rating can also be described in more general terms, as a holistic rating of teacher performance:

<p><b>Ineffective:</b></p> <p>A rating of <i>Ineffective</i> indicates that the teacher consistently fails to demonstrate minimum competency in one or more teaching standards. There is little or no improvement over time. The teacher requires immediate assistance and needs to be placed on an improvement plan.</p>	<p><b>Developing:</b></p> <p>A rating of <i>Developing</i> indicates that the teacher demonstrates minimum competency in many of the teaching standards, but may struggle with others. The teacher is making progress but requires ongoing professional support for necessary growth to occur.</p>	<p><b>Skilled:</b></p> <p>A rating of <i>Skilled</i> indicates that the teacher consistently meets expectations for performance and fully demonstrates most or all competencies. This rating is the rigorous, expected performance level for most experienced teachers.</p>	<p><b>Accomplished:</b></p> <p>A rating of <i>Accomplished</i> indicates that the teacher is a leader and model in the classroom, school, and district, exceeding expectations for performance. The teacher consistently strives to improve his or her instructional and professional practice and contributes to the school or district through the development and mentoring of colleagues.</p>
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Teacher Evaluation relies on two key evaluation components: a rating of Teacher Performance and a rating of student academic growth, each weighted at fifty percent of each evaluation. The following guidance speaks to the Teacher Performance rating component, utilizing the state model Teacher Performance Evaluation Rubric.

*The following is suggested step-by-step guidance for evaluators to review and analyze multiple data points that inform teacher performance ratings.*

### Step 1: Gather evidence

1a. Align evidence to each standard area. **Group the evidence you have collected from time in the classroom, conferences and everyday interactions with the teacher into the ten standard areas of performance described by the Teacher Performance Evaluation Rubric.**

1b. Be consistent in gathering, recording, and sharing detailed, factual evidence. **Capture enough detail to accurately but succinctly describe the event, interaction, or behavior factually (without implied judgment or opinion in the recording).** Share the form with teachers throughout the year so that the information can be used as a basis for changes in practice.

1c. Sort the evidence by standard area to determine where more information is needed. **As the year progresses, holes in evidence coverage across standard areas may emerge. If the evidence collected is organized by standard area after each interaction, it will be automatically sorted by standard area and missing evidence will be apparent. Keep these standard areas in mind during future interactions with the teacher, since all standard areas are important for effective teaching practice.**

### Step 2: Issue a holistic performance rating

2a. Read all of the evidence collected up to that point within a standard area, looking for patterns. **For example, if a teacher talks about wanting to improve an instructional technique in a pre-conference, demonstrates that technique in the first formal classroom observation and an informal classroom “walk-through” and asks for feedback on the technique in the post-conference, that teacher is displaying a pattern of devoting attention to a particular area of practice. Note these patterns and take them into consideration when issuing a rating.**

2b. Compare the evidence and patterns to the performance descriptors. **After becoming familiar with the rubric, start by re-reading all of the Skilled performance descriptors in a standard area. Does the evidence exemplify this level of performance? Whether yes or no, look at the Accomplished or Developing performance level descriptors as well, to decide if either of them better aligns with the available evidence. If the Developing descriptor seems to be an appropriate match to the evidence, also read the Ineffective descriptor carefully to consider whether any evidence is at this level.**

2c. Repeat the process above for each standard area, and then consider patterns of performance across standard areas. **Once you determine a rating for each standard area, based on the available evidence from multiple interactions, look at the larger picture of performance across all standard areas. Although all standard areas are important for effective teacher practice, you may find it appropriate to more strongly weight patterns of behavior in one standard area over another. For example, if the teacher demonstrates a pattern of Developing behavior in the standard areas of Classroom Environment and Resources but exhibits solidly Skilled patterns of behavior in the standard area of Knowledge of Students and Lesson Delivery, you may use your knowledge of the situation to make sense of this information, finding that performance in the former two areas inhibits performance in other areas. As another example, you may find that some of the lost instructional time observed within a classroom is offset by the teacher's intense attention to individual student needs demonstrated throughout the class time and elsewhere. In a different case, however, you might observe that a pattern of classroom management issues such as lost instructional time is significant enough to overshadow the teacher's skilled performance in other categories. The key point is that no one standard area of performance should be considered in isolation, but should be analyzed in relation to all other areas of performance.**

### Step 3: Issue the end-of-year performance rating

3a. Consider all evidence from the year, paying attention to trends. **In order to issue a teacher's final performance rating for the year, return to the body of collected evidence rather than just the earlier standard area- or holistic ratings. Use the process outlined to reconsider the evidence in each standard area across the arc of the entire year, taking into account observations, all conferences, and daily interactions. During this step, it is particularly important to consider *trends* in the teacher's performance over time. Was the teacher consistent in his or her practice, did he or she improve, or did the teacher decline in one or more areas? If a pattern of evidence in a particular standard area displays a trend of behavior or practice, the evaluator may consider placing more emphasis on the area improvement or decline.**

3b. Consider minimum thresholds of competency. **Flag any instance of an Ineffective rating as you prepare to issue the final performance rating. While the example of Ineffective behavior should be examined within the entire context of the evidence collected for the teacher, consider that there are minimum thresholds of competency for each of the ten standard areas described in the Teacher Performance Evaluation Rubric. It is possible that a serious deficiency in one area can and should carry more weight than positive ratings in other areas. Rely on your professional judgment, supported by the evidence you have**

gathered, to decide if this evidence of ineffective practice is grounds to issue a final ineffective rating, taking into account how detrimental the displayed deficiency is to the teacher's classroom, colleagues and school as a whole.

3c. Issue the final performance rating, summarize the supporting evidence, and offer areas of reinforcement and refinement. **Complete the performance rating process by documenting the final teacher performance rating. Support your rating with evidence from formal and informal observations, artifacts provided by the teacher, and other appropriate evidence collected throughout the evaluation cycle. Provide succinct, targeted feedback on what professional growth needs to occur so that teachers have a clear understanding of the path to continuous growth and improvement and have concrete examples of supports that will help them improve practice.**

### **Teacher Rights**

In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, on the basis of a teacher's age, length of service, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

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.

### **Board Rights**

Nothing in this Evaluation Procedure shall be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teacher contract as provided by law and/or terms of the collective bargaining agreement between the Board and the Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this procedure. The Board reserves the right to non-renew a teacher evaluation under this procedure in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.