

STATE EMPLOYMENT
RELATIONS BOARD

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NEGOTIATED AGREEMENT

between the

**NORTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**NORTON CLASSROOM TEACHERS
ASSOCIATION**

July 1, 2016 - June 30, 2018

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	RECOGNITION STATEMENT	1
	1.01 Recognition	1
	1.02 Bargaining Unit Defined.....	1
	1.03 Employee Rights.....	1
II	NEGOTIATING PROCEDURE	1-2
	2.01 Initiating Negotiations	1
	2.02 Scope of Bargaining.....	2
	2.03 Ground Rules	2
	2.04 Dispute Resolution Procedure.....	2
	2.05 Agreement.....	2
III	GRIEVANCE PROCEDURE	3-6
	3.01 Purpose.....	3
	3.02 Definitions.....	3
	3.03 Rights of the Grievant and the Association	3
	3.04 Time Limits.....	3
	3.05 Grievance Procedure	4-5
	3.06 Selection of the Arbitrator	5
	3.07 Authority of the Arbitrator.....	5-6
	3.08 Costs of Arbitration.....	6
	3.09 Miscellaneous	6
IV	ASSOCIATION RIGHTS	6-10
	4.01 Bulletin Boards	6
	4.02 Information	6
	4.03 Agency Fee Deductions	7-9
	4.04 Use of Buildings	9
	4.05 Association Business	9
	4.06 Use of Equipment	9
	4.07 School Mail.....	9
	4.08 Announcements.....	9
	4.09 Meetings.....	10
	4.10 Professional Days.....	10
	4.11 Association President.....	10
V	INDIVIDUAL RIGHTS	10-18
	5.01 Representation Rights	10
	5.02 Contractual Status	10-11
	5.03 Termination.....	12
	5.04 Personnel Files.....	12-13
	5.05 Teacher Evaluation	13-17
	5.06 Part-Time Teachers.....	17-18

<u>Article</u>		<u>Page</u>
VI	WORKING CONDITIONS	18-25
	6.01 School Year.....	18-19
	6.02 School Day.....	19
	6.03 Preparation Time.....	20
	6.04 Faculty Council.....	21
	6.05 Professional Meetings.....	21
	6.06 Class Size/Special Service Personnel	21
	6.07 Health and Safety	21-22
	6.08 Teacher Meetings.....	22
	6.09 Student Misconduct	23
	6.10 Textbook and Instructional Material Selection.....	23-24
	6.11 Small Group/Individual Instructors	24-25
VII	VACANCY, TRANSFER, AND ASSIGNMENT	25-27
	7.01 Posting of Vacancy	25-26
	7.02 Voluntary Transfer.....	26
	7.03 Involuntary Transfer	26-27
VIII	REDUCTION IN FORCE PROVISION	27-33
	8.01 Definition of RIF.....	27
	8.02 Reasons for RIF	27-28
	8.03 Notification of Anticipated RIF.....	28
	8.04 Implementation	28-29
	8.05 Limitations	29
	8.06 Layoff Rights	29
	8.07 Recall Rights.....	30
	8.08 Seniority Defined.....	30
	8.09 Equal Seniority.....	30-31
	8.10 Superseniority	31
	8.11 Loss of Seniority.....	31
	8.12 Posting of Seniority List	31
	8.13 Correction of Inaccuracies	32
	8.14 Definition of Comparable Evaluations	32-33
IX	LEAVES OF ABSENCE	33-39
	9.01 General.....	33
	9.02 Sick Leave.....	34-35
	9.03 Personal Leave	35-36
	9.04 Unrestricted Personal Leave	36
	9.05 Assault Leave.....	36-37
	9.06 Sabbatical Leave	37
	9.07 Jury Duty.....	38
	9.08 Extended Family Illness Leave.....	38
	9.09 Parental/Custody/Adoption Leave.....	38
	9.10 Employment on Return from Leave	38-39
	9.11 Subpoenaed Witnesses.....	39

<u>Article</u>		<u>Page</u>
	9.12 Falsifying Leave of Absence Statement	39
	9.13 Family Medical Leave Act.....	39
X	INSURANCE BENEFITS	39-41
	10.01 Coverage	39
	10.02 Enrollment.....	40
	10.03 Insurance Plan.....	40
	10.04 Term Life Insurance.....	40
	10.05 Insurance for Those on Leave of Absence.....	40
	10.06 Part-Time Teachers	41
	10.07 Insurance Option.....	41
	10.08 Mental Health Parity Act	41
XI	COMPENSATION	41-50
	11.01 Salary	41
	11.02 Placement on the Schedule	42-43
	11.03 Method of Pay.....	43-44
	11.04 Expenses for Professional Meetings	44
	11.05 Payroll Deductions.....	44-45
	11.06 Supplementals.....	45-46
	11.07 Admission to School Activities	46
	11.08 Curriculum Development.....	46-48
	11.09 Spot Substitution	48
	11.10 Mileage Reimbursement	48-49
	11.11 IAT Meetings.....	49
	11.12 IEP Meetings.....	49
	11.13 Tuition Waiver for Nonresident Employees	49
	11.14 Tuition Reimbursement	49
	11.15 License Reimbursement.....	50
	11.16 Cost of Fingerprinting.....	50
XII	RETIREMENT	50-51
	12.01 Board “Pickup” of Member Contributions to STRS.....	50
	12.02 Severance Pay	51
XIII	NORTON PROFESSIONAL DEVELOPMENT COMMITTEE	51-53
	13.01 Purpose.....	51
	13.02 Term of Office	51
	13.03 Committee Composition	51
	13.04 Chairperson	52
	13.05 Decision Making.....	52
	13.06 Committee Procedures	52
	13.07 Training.....	52
	13.08 Evaluation Impact	52
	13.09 Reciprocity.....	52

<u>Article</u>	<u>Page</u>
13.10 Meetings and Compensation.....	53
13.11 Appeals Process	53
13.12 Decisions Not Grievable	53
13.13 Authority of NPDC	53
XIV EDUCATION OF STUDENTS WITH INDIVIDUAL EDUCATION PLANS	54-55
14.01 Least Restrictive Environment.....	54
14.02 IEP Meeting	54
14.03 IEP Plan	54
14.04 Training.....	54
14.05 Support Services	54
14.06 Evaluation	54
14.07 Legal Consistency.....	55
XV GENERAL PROVISIONS	55
15.01 Severability	55
15.02 Continuous Performance.....	55
15.03 Management Rights	55
XVI RESIDENT EDUCATOR PROGRAM	55-56
XVII DRUG AND ALCOHOL FREE WORKPLACE	56-57
17.01 Prohibited Conduct	56
17.02 Drug-Related Criminal Conviction.....	56
17.03 Testing.....	56
17.04 Penalties	56
17.05 Rehabilitation Option.....	57
17.06 Alcohol and other Drug Awareness Program	57
17.07 Confidentiality	57
XVIII DURATION AND OTHER EFFECTS OF THE AGREEMENT	57
18.01 Duration	57
18.02 Copies of Agreement	58
Signatures.....	58

Appendix

Page

A	Teacher Salary Schedule 2016-2017	59
D	Teacher Evaluations Forms.....	60-75
D-1	Self-Assessment Summary Tool.....	60
D-2	Professional Growth Plan	61
D-3	Improvement Plan.....	62-64
D-4	Final Summative Rating (IP/Evaluation of the Plan)	65
D-5	Teacher Performance Evaluation Review.....	66-73
D-6	Classroom Walkthroughs and Informal Observations	74-75
E-1	Written Grievance Form	76
E-2	Grievance Decisions Form.....	77
F	Supplemental Salary Schedule	78-81
G	Summary of Health Insurance Benefits	82-86
H	Wellness.....	87-89
I	Rubric for 15% alternative component for SGM.....	90-91

ARTICLE I – RECOGNITION STATEMENT

1.01 RECOGNITION

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

1.02 BARGAINING UNIT DEFINED

- A. The bargaining unit shall include all regular full-time and/or part-time certificated employees excluding management level employees, supervisory employees, confidential employees, casual substitutes, and employees in any other bargaining unit. In addition, the bargaining unit shall include small group/individual instructors (also known as L.D. Tutors) whose benefits and rights to use this Contract are limited as a result of this position being paid on an hourly, as needed, basis. The rights are set forth in Section 6.12, Small Group/Individual Instructors.
- B. Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s), teacher(s), or employee(s).

1.03 EMPLOYEE RIGHTS

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

ARTICLE II – NEGOTIATING PROCEDURE

2.01 INITIATING NEGOTIATIONS

- A. If either of the parties desires to negotiate, it shall notify the other party in writing not more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration of the Contract. Upon receipt of a written request for the opening of negotiations, the Board or the Association shall issue a Notice to Negotiate to the State Employment Relations Board (SERB) and the other party in accordance with the Ohio Revised Code (ORC) 4117.
- B. Within fifteen (15) working days of transmittal of said letter, the parties shall hold their first negotiation session. The first negotiation session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary, e.g., no further items may be added to the agenda unless mutually agreed to.

2.02 SCOPE OF BARGAINING

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

2.03 GROUND RULES

- A. The following ground rules shall be in effect unless modifications are agreed upon by both parties.
1. At any negotiation session, either party may be represented by no more than five (5) representatives, one (1) observer, and up to two (2) consultants.
 2. Before each negotiation session adjourns, the time and place for the next session shall be mutually agreed upon by the chief negotiators. Meetings shall be in executive session.
 3. Prior to and during negotiations, the parties agree to furnish, upon written request and in a reasonable time, available information as will assist the parties in the development and evaluation of proposals.
 4. Either team may call a caucus at any time. Such caucuses shall be of a reasonable length.
 5. As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No item so initialed shall be considered final until agreement has been reached on the entire package.

2.04 DISPUTE RESOLUTION PROCEDURE

- A. Sixty (60) days or more after the first meeting, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations.
- B. This dispute resolution procedure is mutually agreed to by the parties under Ohio Revised Code §4117.14(C)(1)(f) and is intended to supersede the procedures contained in the Ohio Revised Code §4117.14.

2.05 AGREEMENT

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

ARTICLE III – GRIEVANCE PROCEDURE

3.01 PURPOSE

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

3.02 DEFINITIONS

- A. “Grievance” shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language in this Contract.
- B. “Class action grievance” shall be a grievance that affects more than one employee in the bargaining unit.
- C. “Grievant” shall mean the Association or employee(s) initiating a grievance.
- D. “Appropriate supervisor,” for purposes of the grievance procedure, shall mean the lowest level Administrator having the authority to resolve the grievance.
- E. “Days” shall mean actual workdays.

3.03 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

- A. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
- B. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
- C. Grievance forms shall be exhibited in the Appendix of this Contract, and it shall be the exclusive right of the Association to issue forms to grievants.
- D. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- E. The Association shall receive copies of all communications in the processing of grievances.

3.04 TIME LIMITS

- A. The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.
- B. A grievance shall be initiated within twenty (20) days after the grievant knew, or should have known, of the event or condition upon which the grievance is based.

Failure to comply with this timeline constitutes waiver of the grievance, and it shall be deemed not to exist.

- C. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed.
- D. Failure of the employer to comply with the timelines shall result in the grievance being automatically advanced to the next step.

3.05 GRIEVANCE PROCEDURE

A. INFORMAL STEP

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

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

B. STEP ONE

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

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

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

C. STEP TWO

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

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

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

D. STEP THREE

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

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

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

E. STEP FOUR

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

3.06 SELECTION OF THE ARBITRATOR

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

3.07 AUTHORITY OF THE ARBITRATOR

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract; nor add to, subtract from, or modify the language therein arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be binding on the employer, the grievant, and the Association.

3.08 COSTS OF ARBITRATION

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

3.09 MISCELLANEOUS

- A. All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The employer shall provide the Association with copies of all communications.
- B. Proof of receipt by the employer shall be construed to be the delivery date to the appropriate Administrator's office.
- C. Proof of receipt by the Association shall be construed to be the delivery date to the designated office of the Association.
- D. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

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

- E. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
- F. A grievance may be withdrawn by the Association at any time without prejudice. Once withdrawn, the specific grievance cannot be continued.
- G. No records, documents, or communications concerning a grievance will be placed in the personnel file of any of the participants.
- H. Every effort shall be made by the parties to this Agreement to preserve the confidentiality of all records, documents, and information pertaining to alleged grievances. Said records, documents, and information will only be shared with the Board, appropriate administrators, and members of the bargaining unit on a "need-to-know" basis, subject, however, to the Public Records Law.

ARTICLE IV – ASSOCIATION RIGHTS

4.01 BULLETIN BOARDS

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

4.02 INFORMATION

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

1. SF-12 Form.
2. SM-1 and SM-2.
3. Annual Appropriations Resolution.
4. Annual Training and Experience Grids.
5. Address and names of all teachers new to the system.

This is to be done by September 20th.

6. Names, addresses, telephone, building, and teaching assignment of all teachers by October 15th.
7. The President of the Association will be permitted to pick up a copy of the agenda or have one mailed, at the same time as Board members.
8. All financial documents presented during any public session of the Board of Education meeting which are given to Board members and persons present at the public session.
9. Such other Board documents as are pertinent to the operation of the NCTA.

4.03 AGENCY FEE DEDUCTIONS

A. PAYROLL DEDUCTION OF FAIR SHARE FEE

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this Contract. No nonmember 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.

B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

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

C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

1. All Fair Share Fee Payors

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- a. sixty (60) days employment in a bargaining unit position, or
- b. January 15th.

2. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon written 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. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

D. TRANSMITTAL OF DEDUCTIONS

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.

E. PROCEDURE FOR REBATE

The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09(C) 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.

F. INDEMNIFICATION OF EMPLOYER

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision, provided:

1. The Board shall give a fifteen (15) day written notice of any claim made or action against the employer by a nonmember for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employer;

3. The Board agrees to (a) cooperate with and assist the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) to not oppose the Association or its affiliates application to file briefs amicus curiae in the action; and
4. The Board complied with the fair share fee provision of this Agreement.

4.04 USE OF BUILDINGS

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

4.05 ASSOCIATION BUSINESS

Association representatives shall be permitted to transact official business on school property provided that it shall not interfere with or interrupt normal instructional programs of the school district. All Association representatives on entering school property during the regular work day shall check in at the building's office.

4.06 USE OF EQUIPMENT

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

4.07 SCHOOL MAIL

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

4.08 ANNOUNCEMENTS

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

4.09 MEETINGS

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

4.10 PROFESSIONAL DAYS

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

4.11 ASSOCIATION PRESIDENT

The Association President shall receive one (1) day every nine (9) weeks to use for Association business.

ARTICLE V – INDIVIDUAL RIGHTS

5.01 REPRESENTATION RIGHTS

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

5.02 CONTRACTUAL STATUS

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

A. LIMITED CONTRACTS

1. Term of Limited Contracts

When employed, teachers eligible for limited contracts shall receive:

- a. One-year or multi-year limited contracts during the first three (3) years of employment; and thereafter
- b. Be eligible for contracts of from one (1) to five (5) years duration.

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

2. Extended Limited Contract

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

3. Nonrenewal of Limited Contracts

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

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

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

- 1.) On or before April 30, limited contract teachers who have been employed for one (1) or fewer years, and who were employed by the Board on or after July 1, 2011, shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.
- 2.) This nonrenewal procedure for teachers who have been employed for one (1) or fewer years supersedes all provisions of O.R.C. 3319.11 and O.R.C. 3319.111, and

such teacher shall have no right to challenge said nonrenewal pursuant to O.R.C. 3319.11 or 3319.111.

B. CONTINUING CONTRACTS

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

Any teacher who anticipates qualifying for a continuing contract in Norton City Schools must file a written notice on or before September 20th with the Superintendent stating the possibility of their being eligible for tenure the following school year.

5.03 TERMINATION

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

5.04 PERSONNEL FILES

A. OFFICIAL FILE

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

B. CONTENTS

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

C. ACCESS

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

2. A representative of a certificated staff member shall be given access to the file of said staff member upon presentation of written authorization from the staff member.
3. Members of the Administration authorized to use the personnel files shall be limited to those administrators who have responsibilities directly related to the members of the staff concerned.
4. No access to a teacher's personnel file pursuant to a public records request will be given until at least three (3) business days after the teacher has been notified of such request, unless an earlier access is required by judicial order.

D. REMOVAL OF MATERIALS

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

5.05 TEACHER EVALUATION

The evaluation procedure may be grieved for procedural processes only.

A. GENERAL PROVISIONS

1. The primary purpose of evaluation of teachers shall be to promote professional growth and improved instruction, and therefore to provide a more effective learning opportunity for students.
2. The objectives of evaluation are:
 - a. To identify outstanding job performance and reinforce areas of strength.
 - b. To identify any areas which need strengthening in the teacher's assigned area of responsibility.
 - c. To assess the performance of teachers for the purpose of recommending contract and employment status.
3. Evaluations must be completed by the principal or assistant principal of the building to which the teacher is primarily assigned, or by the employee's immediate supervisor. Only Administrators employed by the District holding Administrative licenses and OTES credentials may evaluate teachers. A teacher whose most recent rating was Accomplished may choose a qualified District Administrator for summative evaluation.

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

B. EVALUATION PROCEDURES

1. A teacher shall be evaluated on criteria set forth in the Evaluation Instrument, Appendix D-5 of this Contract.
2. Observations shall not occur the day before or after the Thanksgiving, spring, or winter breaks.
3. Peer, student, and parent surveys or evaluations cannot be used to gain evidence in this evaluation process.
4. No evidence shall be collected by electronic monitoring or recording (audio or video) devices unless mutually agreed upon.

C. EVALUATION SCHEDULE

1. The teacher shall complete the Professional Growth Plan Form by October 1st (Appendix D-2).
2. Teachers shall be formally evaluated annually through two (2) formal observations, as well as informal observations and/or walkthroughs.
3. A teacher rated Accomplished on his/her last summative evaluation shall be formally evaluated every three (3) years, as long as the Student Growth Measure remains at expected or above. A teacher rated Skilled on his/her last summative evaluation shall be formally evaluated every two (2) years, as long as the Student Growth Measure remains at expected or above.

D. OBSERVATION SCHEDULE

1. Pre-observation conferences will be held face-to-face unless mutually agreed upon. The pre-observation conference may be waived by mutual agreement of the parties.
2. Teachers shall be observed formally twice during the school year. The first formal observation shall occur no later than January 15; the second formal observation shall occur no later than May 1. Unless mutually agreed by the administrator and the teacher, observations shall occur from one (1) to five (5) days after the pre-observation conference.
3. A teacher who is under consideration for nonrenewal and with whom the Board has entered into a limited contract or extended limited contract pursuant to Section 3319.11 of the Revised Code must be formally

observed at least three (3) times using the procedures, timelines, and deadlines set forth in this Article.

4. Each formal observation shall consist of a minimum of thirty (30) minutes of classroom visitation.
5. A post-observation conference shall occur within ten (10) workdays of the formal observation. The following procedure shall be followed at the post-observation conference.
 - a. Teachers may bring additional evidence that supports the lesson observed to share with the evaluator. The evaluator shall consider additional evidence of student learning or evidence to support the teacher's performance.
 - b. Written evaluations will be signed by the teacher to acknowledge completion of the process and shall not be construed as the teacher's agreement with the evaluation. If the teacher refuses to sign the evaluation, it shall be noted by the evaluator and teacher.

E. SUMMATIVE EVALUATION

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

Ineffective
Developing
Skilled
Accomplished

F. EVALUATION FORMS

The evaluator will utilize the approved forms.

Self Assessment Summary Tool (optional) (Appendix D-1)
Professional Growth Plan (Appendix D-2)
Improvement Plan (when needed) (Appendix D-3)
IP/Evaluation of the Plan (Appendix D-4)
Teacher Performance Review (Appendix D-5)
Walkthrough (optional Administration decision) (Appendix D-6)

G. STUDENT GROWTH EVALUATION

1. Student growth measure percentages for teachers shall be as follows:

Teacher	% Value-	% Vendor	% Student	Portfolio
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Category*	Added	Assessment**	Learning Objectives (SLOs)	
A1	35%	0%	0%	15%
A2	35%	0%	0%	15%
B	0	35%	0%	15%
C	0	0	35%	15%

*Teacher Categories, A, B, and C are defined by the Ohio Department of Education.

H. COMPLETION OF SUMMATIVE EVALUATION

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

I. IMPROVEMENT PLAN SPECIFICS

1. Improvement plans will be prepared after a teacher has received a summative evaluation rating of "Ineffective."
2. The improvement plan shall include specific recommendations regarding improvements needed and the means by which the teacher may obtain assistance in making such improvements.
3. The Board agrees to pay for costs of remediation activities prescribed in the improvement plan.
4. After a teacher has been given an improvement plan, the Board will provide a reasonable amount of time for the teacher to make improvements.

J. NORTON EVALUATION COMMITTEE

1. The Committee shall consist of:
 - a. Early Childhood – one (1) teacher
 - b. Elementary – two (2) teachers
 - b. Middle School – three (3) teachers
 - c. High School – three (3) teachers

- d. Two (2) Administrators
2. One (1) person from each school shall act as chairperson for the purpose of collection of SLOs, preparation for Submission for Approval meetings, and building support for teachers.
3. SLO Committee members shall be selected by mutual agreement of the Superintendent and Association President.
4. Each teacher committee member shall receive a stipend of Five Hundred Dollars (\$500.00).
5. All recommendations for changes in the evaluation system made by the Norton Evaluation Committee shall be submitted to the Association and the Board for approval.

5.06 PART-TIME TEACHERS

- A. No full-time teacher shall be forced to take a part-time teaching position. A full-time teacher interested in going to a part-time teaching position shall initiate his/her request with his/her principal. The Administration is not obligated to honor any request for part-time status.
- B. No full-time teacher shall be coerced into accepting a part-time teaching position.
- C. While it is generally not the policy of the Board to have part-time teaching staff except where there is insufficient enrollment in a grade level or course of study for the school district to determine that a full-time teacher should be employed, the school district may consider individual requests to be placed in a part-time position.
- D. For purposes of a reduction in force (RIF), limited contract teachers who are "part-time" shall have less seniority than all full-time teachers.
- E. Part-time teachers who do not work a full day shall be compensated according to the portion of the day worked. Thus, a high school or middle school teacher shall be compensated a percentage of the appropriate salary on the salary schedule based upon a fraction, the numerator of which shall be the number of periods assigned and the denominator of which shall be the total periods in the day. Elementary teachers' compensation shall be based upon a fraction, the numerator of which shall be the number of minutes assigned and the denominator of which shall be the total number of minutes in the student day. Part-time teachers working less than a full week shall have their compensation determined by a fraction, the numerator of which shall be the number of days (and hours, if appropriate) scheduled during the week and the denominator of which shall be five (5).

- F. In the Middle School and High School, any part-time classroom teacher who teaches three (3) periods or more in a day shall receive one (1) paid planning period per day.
- G. While it may not always be possible, when part-time classroom teachers are employed in the Middle School and High School, an effort will be made to schedule them so they do not have their schedule broken by having classes both before and after the lunch period.
- H. In the Middle School and High School, any classroom teacher who teaches less than five (5) periods per day for the entire week shall be considered part time.

ARTICLE VI – WORKING CONDITIONS

6.01 **SCHOOL YEAR**

- A. The school calendar shall be adopted by the Board of Education and shall designate: (1) work days with students, and (2) work days without students.
- B. The calendar to be developed shall take into consideration the views of the professional staff. It is recognized that these views may be presented by, among others, a committee of Association members; and that this committee, in making its recommendations, may obtain the views of its members by a vote.
- C. The school calendar will include one hundred eighty-four (184) days as follows:

1.	<u>Total School Year for Students</u>	179	5-12
	178	K-4
2.	<u>Additional Teacher Days</u>		
a.	<u>K-4</u> : Two (2) days or four (4) half days for parent conferences K-4.....	2	
b.	<u>5-12</u> : One (1) day or two (2) half days for parent conferences 5-12.....	1	
c.	<u>K-12</u> : One (1) records day at the end of the first semester which shall include no more than one (1) hour curriculum meeting.....	1	
d.	Inservice at the district level.....	1	
e.	Second semester records day.....	1	
f.	Convocation day	1	

3. Professional Development Days

Up to three (3) days, at the option of the Board. Each such day to be compensated at the per diem rate for step 0 of the affected teacher's column on the Salary Schedule (Bachelor, Bachelor +150, Master, Master +15). If this option is used, these days will be beyond the one hundred eighty-four (184) days prescribed above.

4. NEOEA is a nonscheduled non-paid day.

6.02 SCHOOL DAY/SCHOOL YEAR

A. K-4

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

2. Meeting Time

The meeting times will be designated as time for:

Staff development
Common planning
IEP meetings
IAT meetings
Building or District level meetings

3. An effort will be made to avoid meetings the five (5) days prior to grades being due.

4. No elementary teacher will be asked to attend meetings in excess of ninety (90) for the school year.

B. 5-12

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

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

6.03 PREPARATION TIME/CLASS SCHEDULE/DUTIES

- A. All K-4 teachers shall have at least one (1) planning period per day of at least thirty-five (35) minutes in the student day and a minimum of one hundred ninety (190) minutes per week during the student day.
- B. Each 5th grade teacher will teach three (3) blocks or six (6) equal periods, with the one half of the fourth (4th) block to be individual planning. No 5th grade teacher shall be required to do team planning or collaboration unless time is made available during the school day.
- C. All 6-8 grade teachers shall have a modified block schedule as follows:
 - 1. Each teacher, except for related arts teachers, will teach three (3) blocks or six (6) equal periods, with the fourth (4th) block to be divided between individual and team planning. Related arts teachers will teach three (3) blocks or six (6) equal periods, with the fourth (4th) block to be divided between individual planning and a duty assigned by the Principal.
 - 2. No teacher shall have lunch duty.
 - 3. Alternative learning duty shall be assigned on a rotating basis during block planning time.
- D. A normal teaching assignment for secondary teachers (9-12) shall include one (1) thirty (30) minute duty-free lunch, and one (1) preparation period during the student day. Teachers shall be assigned either a duty period or a 6th period class. The primary consideration for teacher assignments will be in the best interest of students and the District. An effort will be made to avoid assigning a teacher a 6th academic period in consecutive school years. All reasonable effort will be made to limit additional preparations for staff members assigned to teach a 6th period within the existing seven (7) period day.
- E. The teaching assignment for secondary teachers (9-12) shall include:
 - 1. One (1) thirty (30) minute duty-free lunch.
 - 2. One (1) preparation period during the student day.
 - 3. Teachers shall be assigned either a duty period or a 6th period class. The primary consideration for teacher assignments will be in the best interest of students and the District. An effort will be made to avoid assigning a teacher a 6th academic period in consecutive school years. All reasonable effort will be made to limit additional preparations for staff members assigned to teach a 6th period within the existing seven (7) period day.
 - 4. No teacher shall have lunch duty.

6.04 FACULTY COUNCIL

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

6.05 PROFESSIONAL MEETINGS

A. APPROPRIATIONS

1. A Fourteen Thousand Dollar (\$14,000) annual appropriation [Seven Thousand Dollars (\$7,000) per semester] shall be made to cover expenses for attendance to professional meetings relating to faculty professional growth. Expenses paid to teachers accompanying students shall not be funded under this Article.
2. Appropriation need not be made under this section if it might lead to a reduction in force under Section 8.02, A.4.

B. APPLICATION

1. Requests for permission to attend professional meetings must be submitted to the Superintendent or his/her designee in writing at least two (2) weeks prior to the scheduled dates of the meeting for which attendance is being requested.
2. All expenses must be estimated on the application. Actual costs must be reasonably close to the teacher's estimate.
3. Teachers who have not attended a conference will be given priority so as to achieve a maximum percentage of faculty exposure to professional conferences. Questions regarding who has or has not attended will be resolved by the curriculum chairperson. Records of attendance will be kept for two (2) years at the central office.

6.06 CLASS SIZE/SPECIAL SERVICE PERSONNEL

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

6.07 HEALTH AND SAFETY

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

- B. The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor any bargaining unit member should file a complaint with the Ohio Department of Industrial Relations until after the Board and Administration have been notified of the complaint and have had an opportunity to resolve it.
- C. Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member, the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated or corrected.
- D. There shall be no retaliation, interference, coercion, or discrimination against an employee who in good faith files a report of an unsafe or unhealthy condition under Section 6.07 of the collective bargaining agreement or files a report or participates in any proceeding under Ohio's Public Employee Health and Safety Act (Chapter 4167).
- E. A bargaining unit member who wishes to assert a claim of retaliation or discrimination as defined in Chapter 4167 of the Revised Code shall use the grievance procedure in this agreement as the means for asserting such a claim.
- F. Adequate first-aid supplies shall be provided by the Board in each building at such location as agreed to by the building principal and the NCTA steward.

6.08 TEACHER MEETINGS

- A. Teachers are expected to carry out their professional responsibilities by attending teacher meetings which exceed the normal teacher school day unless their absence from such meeting is approved in advance by the principal. Such approval for absence shall not be unreasonably withheld. Except in the event of an emergency, teacher meetings shall be scheduled on a regular basis, e.g., the second Monday of each month.
- B. Except in emergency situations, there shall be no more than one (1) building meeting per month for teachers which extends beyond the normal school day for teachers. Except in emergency situations, no such meetings shall extend the teacher day by more than thirty (30) minutes K-4 and forty-five (45) minutes 5-12.
- C. Teachers will be provided the opportunities for state mandated training during the school year. The cost of the training will be paid by the Board and attendance at this training will be voluntary. Teachers not taking advantage of these opportunities will still be required to receive the training at their own expense and

on their own time. Professional development days for this training will not be permitted.

6.09 STUDENT MISCONDUCT

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

6.10 TEXTBOOK AND INSTRUCTIONAL MATERIAL SELECTION

A. Elementary Textbook and Materials Adoptions

1. The curriculum director (or superintendent's designee) shall select from volunteers a core committee of teachers representing each grade level and building involved in the adoption (may include tutors and special education instructors).
 - a. The core committee shall be provided release time during the school day to evaluate materials.
 - b. Arrangements will be made for credits or CEU's to be available, if possible, as part of the professional development.
2. Over the course of a year, this core committee shall decide the use of pilots, additional training, and additional personnel needed to adequately evaluate available materials.
3. This core committee will evaluate available materials according to the educational needs and will recommend the final set of choices to the staff.
4. Prior to the vote, an adequate amount of time for teachers to review and evaluate materials will be provided in each building. Possible presentations or other training opportunities will be made available if deemed valuable by the core committee.
5. The core committee will schedule opportunities outside of the student day for each grade level to provide input which would be disseminated to all grade levels involved in the adoption.
6. The materials receiving the most votes will be recommended to the superintendent by the Curriculum Director. The Superintendent will recommend the adoption to the Board of Education.

B. Middle School/High School Textbook and Materials Adoptions

1. Development of a core committee to evaluate text books for adoption will consist of subject area department's chairperson, teacher(s) currently teaching the subject(s) being considered, interested department members, or other volunteers, Curriculum Director (or Superintendent designee) and Director of Technology when appropriate.
2. The core committee would evaluate text book(s) or supplemental material to meet standards for the course selections and determine if new materials need to be adopted. The committee would also determine staff development needed and evaluation criteria used for the selection process and the implementation process after materials are purchased.
3. The committee would, by consensus, make a recommendation to the Superintendent who would in turn recommend the material's adoption to the Board of Education.

6.11 SMALL GROUP/INDIVIDUAL INSTRUCTORS

- A. Small group/individual instructors are employed on an hourly, as needed, basis and have schedules which may change as individual student IEPs change.
- B. Small group/individual instructors shall only be employed under limited contracts which set forth the hourly rate to be paid. Such contracts shall be for one-year periods during the first three (3) years of employment with the District and for two-(2) year periods thereafter. The provision shall supersede O.R.C. §3319.11.
- C. The hourly rate of pay for small group/individual instructors during the first two (2) years of service shall be Twenty Dollars and Seventy-One Cents (\$20.71) for 2013-14; Twenty Dollars and Ninety-Two Cents (\$20.92) for 2014-15; and Twenty-One Dollars and Thirteen Cents (\$21.13) for 2015-16. After completion of two (2) years of service, the rate for small group/individual instructors will be Twenty-One Dollars and Twenty Cents (\$21.20) for 2013-14; Twenty-One Dollars and Forty-Two Cents for (\$21.42) for 2014-15; and Twenty-One Dollars and Sixty-Four Cents (\$21.64) for 2015-16. In addition, they will receive 100% of the regular hourly rate for calamity days if it is a regular scheduled day, in-service day, and records day. All small group/individual instructors who work at least three (3) hours per day will be provided one (1) paid planning period per day during the student day.
- D. Small group/individual instructors shall have all rights of the Contract except Articles VII, VIII, Sections 5.02, 5.03, 5.07, 6.01, 6.02, 6.03, 9.04, 9.06, 11.01, 11.02, and 11.03.

E. VACANCIES AND TRANSFERS

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

F. REDUCTION IN FORCE

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

ARTICLE VII – VACANCY, TRANSFER, AND ASSIGNMENT

7.01 POSTING OF VACANCY

- A. Upon occurrence of a job vacancy within the school district for which a bargaining unit member is certified, a notice of such position along with its requirements and job description, if applicable, will be posted in each building and on the District website at the same time the notice is given outside the school district. Additionally, the posting will be distributed through email. The district will be considered to have met this responsibility by emailing the district list on the district email system. During vacation periods, such notice shall be accomplished by mail.
- B. In the event a vacancy occurs during the school year, the position shall be posted, and if satisfactory applicants apply, the position shall be filled with the appointment to be effective no later than the first day of the semester following the vacancy. In the event a vacancy occurs too late in the first semester to complete the timely posting and selection of a replacement prior to the first day of the next semester, the Association and the Board shall meet to determine a mutually agreeable process/timeline to be followed.
- C. In order to provide existing certificated staff with the opportunity to apply for vacancies to be filled the following school year, members of the existing certificated staff shall have five (5) working days from the date of the notice to apply for vacancies occurring during the regular school year, and two (2) weeks for vacancies occurring in the summer prior to July 9th. After July 9th, the Association President and any employee who has given written notice to the Superintendent of their desire to be notified of vacancies, shall be notified of vacancies and shall have a maximum of five (5) days to apply for said position.
- D. In filling vacancies within the bargaining unit, selection of internal candidates is not mandatory, but deference shall be given to internal candidates.
- E. Employees who have indicated in writing a desire to be considered for a vacant position and who hold the appropriate certification/licensure shall be accorded an

interview with the Superintendent or his/her designee prior to the position being filled.

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

7.02 VOLUNTARY TRANSFER

- A. Teachers may request change of assignment in accordance with this Negotiated Agreement. Changes of assignment requests shall refer to, but not be limited to, the following:
 - 1. Change of building;
 - 2. Change of grade level;
 - 3. Change of subject area or area of responsibility;
 - 4. Newly-created positions within the system.
- B. Voluntary transfers shall be initiated by members of the instructional staff, and shall be according to the following guidelines:
 - 1. The teacher shall request in writing a desire to transfer prior to April 1st on the Norton Teacher Voluntary Transfer Form.
 - 2. Request for voluntary transfers shall be filed within five (5) days of the posting of a vacancy notice.
 - 3. The requesting party shall receive within ten (10) days of the posting of a vacancy notice, a response to his/her requested transfer. Such response shall be:
 - a. Approval and date that transfer is to be effective.
 - b. Denial with oral discussion as to reasons.
 - c. Postponement of request with written reasons.
 - 4. A transfer request shall be active until it is withdrawn by the initiating party, or the beginning of the next school year, whichever occurs first.

7.03 INVOLUNTARY TRANSFER

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

1. When reduction of the number of teachers in a building is necessary, teachers displaced by such a reduction will be considered first for vacant positions elsewhere in the district for which they are certified.
2. No vacancy will be filled by means of an involuntary transfer or reassignment until any certified volunteer available to fill such position has received an interview.
3. Notice of an involuntary transfer or reassignment will be given to teachers as soon as practicable.
4. Teachers who are transferred or reassigned may resign up to August 20th without penalty.
5. When an involuntary transfer or reassignment is necessary, a teacher's area of certification, length of service in the school system, length of service in the building, grade or subject from which transfer or reassignment is contemplated and other relevant factors, including legal requirements, will be considered in determining which teacher is to be transferred or reassigned.
6. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent if said transfer or reassignment is from building to building. Involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the building principal if the transfer or reassignment is at the building level. In either of the above situations, the teacher involved will have at least forty-eight (48) hours notice of the meeting and the subject of the meeting. The teacher may, at his/her option, have a representative of the Association present at such meeting. No teacher will be transferred or reassigned arbitrarily, capriciously, or without rational basis in fact.

ARTICLE VIII – REDUCTION IN FORCE PROVISION

8.01 DEFINITION OF RIF

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

8.02 REASONS FOR RIF

A. RIF may occur only for the following reasons:

1. Decline in student enrollment during the term of this Contract.
2. Return of an employee from a leave of absence.

3. Suspension of schools or territorial changes affecting the District.
4. Finances wherein the need can be demonstrated.
5. Changes in curriculum or course offerings.

8.03 NOTIFICATION OF ANTICIPATED RIF

- A. If the employer determines a RIF may occur, the employer shall notify the Association in writing, prior to the June Board meeting, of the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the employee(s) to be affected; the date of employer action to implement the RIF; and the effective date of the RIF which shall be no later than August 15th, except a RIF because of a return from a leave of absence may occur at any time.
- B. The employer shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on the seniority list. (As established in Section 8.10 et seq.)
- C. Within ten (10) days of receipt of the notification, representatives of the employer and the Association shall meet to review the proposed RIF. If the Union disagrees with the reason(s) for or implementation of the proposed RIF, the Association may meet with the Board in executive session to present its views.
- D. Any action by the Board to enact a reduction in force other than a RIF because of a return from a leave of absence shall be taken prior to the first day of June in the year the plan is to be implemented.

8.04 IMPLEMENTATION

- A. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:
 1. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
 2. If additional reduction is necessary, part-time employee(s) holding limited contracts shall be laid off in reverse seniority order, i.e., least senior employee(s) is the first to be laid off.
 3. If additional reduction is necessary, full-time employee(s) holding limited contracts in the lowest comparable evaluation rating categories shall be laid off in reverse seniority order within the comparable evaluation rating category.
 4. If additional reduction is necessary, employee(s) holding continuing contracts in the lowest comparable evaluation rating categories shall be

laid off in reverse seniority order within the comparable evaluation rating category.

- B. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.
- C. Layoff shall occur by suspension of contract. The limited contract of an affected employee that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.

8.05 LIMITATIONS

- A. No new hire shall be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position.
- B. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of an employee on layoff status.
- C. No current, nonbargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.

8.06 LAYOFF RIGHTS

- A. An employee on layoff status shall have the following rights:
 - 1. The right to continue receipt of group insurance coverage at the employee's expense.
 - 2. The right to accumulate seniority credit during the period of layoff.
 - 3. Credit for salary placement, upon recall, for the same or similar work performed while on layoff status.
 - 4. The right to be notified by mail of all postings for bargaining unit positions.
 - 5. The unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff.
 - 6. Additional certification, license, or entry-level requirements earned or reported while on layoff status shall be recognized for recall purposes, provided such information is filed with the employer prior to recall.

8.07 RECALL RIGHTS

- A. Laid-off employees shall be recalled in reverse order of seniority in keeping with contract status, certification, license, comparable evaluation rating category, or other entry-level requirements for the bargaining unit position, i.e., most senior laid-off employee, within a comparable evaluation rating category first recalled.
- B. The employee shall be given ten (10) days to accept such offer. Refusal to accept an offer shall cause the employee to lose all recall rights and privileges under the RIF Article.
- C. This procedure shall continue until all employees on layoff status have been recalled, have retired under an Ohio state retirement system, have voluntarily resigned, or, in the case of limited contract employees, have not accepted an offer of recall within three (3) years from the effective date of layoff.

8.08 SENIORITY DEFINED

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

- A. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- B. Seniority shall accrue for all time an employee is on active pay status or is receiving Workers' Compensation benefits.
- C. Time spent on inactive pay status (unpaid leave, nonrenewal, or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority (except time prior to September 1989 shall contribute to the accrual of seniority).
- D. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Contract.
- E. Part-time employees shall accrue seniority prorated against the minimal full-time standard as defined by this Contract.
- F. No employee shall accrue more than one (1) year of seniority in any work year.

8.09 EQUAL SENIORITY

- A. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
- B. Ties in seniority shall be broken by the following method to determine the most senior employee:
 - 1. The employee with the first day worked; then

2. The employee with the earliest date of employment (date of hire); then
3. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.
4. There shall be a one-time lottery under the provisions of Section 8.09(B)(3) to break any and all existing instances of equal seniority and the position of seniority determined by said lottery shall remain in full force and effect, unless altered by other terms of the Contract, for as long as the teachers in the lottery shall remain employed by the Norton Board of Education.

8.10 SUPERSENIORITY

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

8.11 LOSS OF SENIORITY

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

8.12 POSTING OF SENIORITY LIST

- A. The seniority list shall be posted annually, by November 15th of each work year. The employer shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, the first day worked, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.
 1. The names of employees on the seniority list shall appear in seniority rank order within the areas of certification, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.
 2. The names of employees who are certified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.
 3. The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees.

8.13 CORRECTION OF INACCURACIES

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

8.14 DEFINITION OF COMPARABLE EVALUATIONS

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

1. The rating scale for comparable evaluations shall be determined by a numerical scale based upon a three (3) year weighted average.
2. Points for each evaluation rating shall be awarded based upon the following scale:
 - a. Accomplished = 4 points
 - b. Skilled = 3 points
 - c. Developing = 2 points
 - d. Ineffective = 0 points
3. The sum of the ratings over three (3) years shall be applied to the following scale to determine comparable evaluations:

A = 10-12 points

B = 6-9 points

C = 0-5 points

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

$$\begin{aligned} \text{Accomplished (4) + Accomplished (4) + Skilled (3) =} \\ 4 + 4 + 3 = 11 \end{aligned}$$

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

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

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

$$\text{Skilled (3)} \times 3 = 9$$

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

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

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

$$\begin{aligned} \text{Developing (2)} + \text{Developing (2)} &= 4 \\ 4 \times 1.5 &= 6 \end{aligned}$$

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

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

ARTICLE IX – LEAVES OF ABSENCE

9.01 GENERAL [See Article 10.05 for Insurance Benefits]

- A. The use of leaves of absence shall be contingent upon the submission of a written, signed statement. Board approved forms shall be used by the employee where applicable.
- B. Employees shall receive the following attendance incentive compensation based upon the following:

<u>Annual Compensation</u>	<u>Days of Personal and Sick Leave Absence Per Year</u>
\$400	0
\$300	1
\$200	2

This payment will be made upon completion of the appropriate form, signed by the Building Principal, and submitted to the Treasurer's Office within thirty (30) days after the end of the fiscal year.

9.02 SICK LEAVE

A. ACCUMULATION OF SICK LEAVE

1. Each teacher may earn up to fifteen (15) days sick leave per contract year, and such leave shall be credited at the rate of one and one-fourth (1-1/4) days per month. The accumulation of unused sick leave shall be two hundred fifty (250) days.
2. In September of each year, the Treasurer will present each teacher with a statement indicating the teacher's accumulated sick leave.

B. USE OF SICK LEAVE

1. An employee shall be paid for acceptable reasons for absence to the extent of his/her accumulated leave.
2. Acceptable reasons for leave with pay are personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, a doctor's appointment which cannot be scheduled except during an employee's work day, illness, injury, or death in the employee's immediate family. For purposes of illness or injury, the "immediate family" shall be interpreted to mean parents, parents-in-law, spouse, children, or other relative in the same household.
3. For purposes of death, the "immediate family" shall be interpreted to mean parents, parents-in-law, sister, brother, spouse, children, stepparent, stepchild, grandparents, grandchildren, or relative living in the same household. The "immediate family" for purposes of death shall also include persons whose relationship arises from marriage to the person listed herein.

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

C. DONATION OF SICK LEAVE

1. If a member of the bargaining unit is currently absent for thirty (30) consecutive full days or more due to a catastrophic or long-term illness or accident of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another bargaining unit member may

donate up to five (5) days of his/her accumulated Sick Leave to the absent teacher. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent.

2. No teacher may receive more than an aggregate of fifty (50) donated Sick Leave days in any one (1) school year.
3. Donation of Sick Leave days shall be initiated by a teacher on a form furnished by the Treasurer.
4. Donated Sick Leave shall be added to the accumulated Sick Leave of the absent teacher and deducted from the donating teacher.
5. A teacher requesting donated sick leave shall notify the Superintendent and the Association in writing.
6. If disability is an option, it must be pursued first, in order to qualify for the use of donated sick leave.
7. Donation of sick leave shall not impact an employee's eligibility for compensation as outlined in 9.01(B) and (C).

9.03 PERSONAL LEAVE

- A. All teachers shall be eligible for three (3) school days leave for personal business during each school year without loss of pay or deduction from sick leave. Generally, these are limited to one (1) day per occurrence. These days shall be granted for the teacher to transact personal business, which is defined as an obligation or emergency over which the employee has no control and which requires immediate attention and which cannot be discharged outside of normal school hours as follows:
 1. Personal business as defined above;
 2. Observance of religious holidays where total absence from work is required by the employee's faith;
 3. Response to a subpoena from a court or other legal authority;
 4. Attendance at graduation exercises for the teacher's spouse, child, or grandchildren;
 5. Road conditions which render it impossible despite the exercise of all reasonable effort and precautions to report to work;
 6. Attendance at the funeral of a close friend or relative not specified under a sick leave listing;

7. Marriage of a teacher or immediate family member; and
 8. Other emergency situations approved by the Superintendent.
- B. Application for personal leave shall be submitted on the prescribed form and shall indicate the reason for the leave request. The reasons listed under definitions 1 through 7 shall constitute the entire specificity of reasons required for personal leave to be granted. For reason 8, further specificity will be required. Personal business responsibilities shall not include recreational activities, social or fraternal activities, union activities, seeking full-time employment, any gainful employment, accompanying another on that person's personal business, or any responsibility which may be discharged without the physical presence of the teacher.
- C. For personal leave on the day preceding or following a school holiday, or the day of school inservice, or the first or last day of school, the Superintendent shall approve the leave, if the leave is warranted.
- D. Unused personal leave will be converted to sick leave after the end of the school year.

9.04 UNRESTRICTED PERSONAL LEAVE

- A. Of the three (3) personal leave days, one (1) day shall be granted without restrictions, except for the month of May restriction, if the following provisions are met:
1. The teacher has given one (1) week's advance notice,
- B. Additionally, for personal leave on the day preceding or following a holiday, or the day of school inservice, or the first or last day of school, the Superintendent shall approve the leave, if the leave is warranted. Also, no unrestricted personal leave may be used in May without the prior approval of the Superintendent.

9.05 ASSAULT LEAVE

- A. The maximum number of leave days with pay provided under this section shall be thirty (30) school days.
- B. Assault leave shall be granted to a unit member who is absent to accidental or intentional assault which occurs in the course of a unit member's Board employment. The unit member will be maintained on full pay status during the period of such absence under the following provisions:
1. The unit member who has been assaulted must furnish a written signed statement on forms provided by the Board to justify use of assault leave.

2. Medical attention is required, and a certificate from a licensed physician stating the nature of the disability and its duration shall be provided before assault leave can be approved for payment.
 3. The unit member must apply for Workers' Compensation. If it's determined that the injury is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide said unit member with the same income he/she was receiving at the time of his/her assault. In the event a delayed award by Workers' Compensation results in a total combined payment to the teacher which results in an amount equal to more than the unit member's normal per diem rate, the excess payment will be returned to the Board.
- C. Assault leave granted under this provision shall not be charged as sick leave or other leave.
 - D. The employee may be required to file a police report, charges against the assailant(s), and a claim with Workers' Compensation.
 - E. Any exception to the above must be approved by the Superintendent.

9.06 SABBATICAL LEAVE

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

- A. The leave shall be for the entire school year. Leaves for partial years shall not be granted. Exceptions to this rule are at the discretion of the Board, contingent on costs involved and availability of a competent substitute.
- B. The teacher must submit a detailed plan for professional growth to the Superintendent prior to the start of the leave.
- C. The teacher shall agree in writing that he/she will return to Norton City Schools for a period of not less than two (2) full school years from the date of conclusion of the leave.
- D. The teacher shall, at the end of the leave, show evidence that the plan was followed.
- E. The Board may deny such leave if an appropriate substitute is not available.
- F. The professional growth plan must provide for educational benefit to Norton City Schools.

9.07 JURY DUTY

- A. When a jury summons is received, the Superintendent or his/her designee or school should be notified promptly. If necessary, a satisfactory replacement will be secured.
- B. If an employee serves as a juror, they shall pay the school district any compensation they receive for that service minus money they received for expenses, e.g., travel, parking, and food. In return, they shall be entitled to their regular rate of pay as a teacher.

9.08 EXTENDED FAMILY ILLNESS LEAVE

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

9.09 PARENTAL/CUSTODY/ADOPTION LEAVE

- A. Leave without pay for parental/custody or adoption will be granted by the Board for up to twelve (12) consecutive months; and upon request of said teacher, the leave may be extended at the discretion of the Board.
- B. The date of departure and the date of return to work for parental/custody or adoption leave will be selected by the teacher, and said teacher will notify the Superintendent or his/her designee at least sixty (60) days or as soon as possible prior to the date on which the leave is scheduled to begin.
- C. The Superintendent will make every effort to return teachers to their former position or to a comparable assignment to that held before going on said leave.

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

- A. Upon return from leave of absence, the teacher shall resume the contract status which he/she held prior to leave, as provided by Section 3319.13 of the Revised Code. A teacher's right to reemployment upon return from leave shall be neither greater nor less than his/her right to reemployment would have been if no leave had been taken.
- B. A teacher who is employed as the only instructor in a specialized subject area, and has only that subject area on his/her teaching certificate, shall be guaranteed his/her same position upon return from leave of absence if he/she has more years of seniority than his/her replacement.
- C. If the teacher returning from leave of absence has less seniority than his/her replacement, and the teacher who replaced the teacher on leave of absence has

other teaching disciplines on his/her certificate, the replacement teacher must be transferred and the returning teacher restored to his/her original position.

- D. The seniority bumping procedure would be utilized for the teacher who replaced the teacher on leave of absence.
- E. If the teacher returning from a leave of absence has less seniority than his/her replacement, and has other teaching disciplines on his/her certificate, then restoration will be to one of the certificated teaching areas based upon seniority.
- F. An employee who has taught in the Norton City Schools for less than five (5) years and who has taken an unpaid leave of absence and elects to purchase retirement credit for such leave, must reimburse the Board the cost of its share.

9.11 SUBPOENAED WITNESSES

An employee subpoenaed to testify as a witness in a federal or state criminal or civil proceeding to which they are not a party may use personal leave, or if personal leave is exhausted, accumulated sick leave days to prevent loss of pay for such time spent in response to the subpoena. The employee will be required to reimburse the school district with any witness fee payments the employee receives when personal leave is used.

9.12 FALSIFYING LEAVE OF ABSENCE STATEMENT

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

9.13 FAMILY MEDICAL LEAVE ACT

The Board agrees to grant FMLA leave pursuant to Federal Law. Such leave may run concurrently with other leaves at the discretion of the Board.

ARTICLE X – INSURANCE BENEFITS

10.01 COVERAGE

- A. The employer shall provide for all members of the bargaining unit, the following comprehensive insurance coverage: Hospital, Surgical and Major Medical, Dental, and Prescription. All employees shall pay ten percent (10%) effective July 1, 2011 and ten percent (10%) effective July 1, 2012, per month for family or single coverage. (Appendix G)
- B. The plan shall provide an unlimited lifetime maximum.
- C. The employer shall provide single or family coverage as requested by the employee, providing they qualify for such coverage. For example, a single person can't elect family coverage if he/she doesn't have a family.

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

10.02 ENROLLMENT

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

10.03 INSURANCE PLAN

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

10.04 TERM LIFE INSURANCE

- A. The Board shall pay for twenty-five thousand dollars (\$25,000) of term life insurance coverage for each teacher which shall include accidental death and dismemberment coverage.
- B. Members shall be given the option of purchasing up to one hundred thousand dollars (\$100,000) of additional life insurance at their own expense and at the optional group rate. This amount may be eligible to increase each year for participating members.
- C. Payroll deduction shall be provided for optional life insurance coverage.

10.05 INSURANCE FOR THOSE ON LEAVE OF ABSENCE

- A. Teachers on leaves of absence of up to two (2) years may, at own expense and at the group rate, continue to participate in insurance plans provided to employees in active service.
- B. In order to qualify for Board paid insurance premiums during summer months, they must return to work the last six (6) weeks of the school year.

10.06 PART-TIME TEACHERS

- A. With respect to part-time teachers employed on or after September 1, 1980 who are regularly scheduled to work, they will be eligible for single plan insurance as prescribed in 10.06(B) below.
- B. Employees who work less than a five (5) hour day per week shall be prorated based upon the percentage of full time.

10.07 INSURANCE OPTION

- A. Regular full-time employees who elect prior to the first day of the school year to not participate in Article 10.01 who were employed on September 1st of any year and who are not covered on the District's plan, on written request to the Treasurer, will receive a stipend in lieu of insurance coverage of Five Hundred Dollars (\$500.00) to be paid on or before August 31st of any year in which the employee did not have the coverage. An additional stipend in the amount of fifty dollars (\$50.00) will be paid to employees if they don't select dental coverage.
- B. Any employee who elects this option shall document similar coverage in the same or other insurance plan. In the event his/her coverage is lost, he/she shall be able to sign up for Board-sponsored insurance providing he/she signs a statement declining the stipend.

10.08 MENTAL HEALTH PARITY ACT

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

ARTICLE XI – COMPENSATION

11.01 SALARY

- A. All employees shall be paid according to the salary index and related provisions of this Article. The salary index is contained in the salary schedule in Appendices A through C.
- B. The base rate of the salary schedule shall be the Bachelor's Degree Column, Step 0.
- C. The base rate of the BA-0 Salary shall be Thirty-five Thousand six hundred twenty-one Dollars (\$35,621) for the 2016-17 school year. Each teacher employed during the year of the step freeze shall have that step reinstated for the 2017-18 school year.

Note: The one percent (1%) actual pick-up of the employee's portion of STRS contributions has been converted to Step 28 on the Teacher Salary Schedule.

11.02 PLACEMENT ON THE SCHEDULE

- A. Employees shall be placed on the salary schedule according to their experience as follows:
1. All years of teaching service in this District, with each year consisting of one hundred twenty (120) days under a teacher's contract.
 2. All years of service in an Ohio public school and/or chartered, nonpublic school located in Ohio consisting of one hundred twenty (120) days under a teacher's contract.
 3. All years of military service up to five (5) years. (For purposes of calculation, a particular year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year.)
 4. All years of teaching service as a certified teacher in a chartered school or institution or a chartered special education program operated by the state or other local governmental unit with each year consisting of at least one hundred twenty (120) days.
 5. Years of service shall be the sum of all years of service in subparagraphs 1, 2, 3, and 4, above, except that a new teacher shall receive credit for a total of not more than eight (8) years. Exceptions to the rule are at the discretion of the Superintendent.
 6. An employee shall receive half-year credit when his/her teaching service credit excluding work as a substitute consists of no more than one hundred nineteen (119) days and no less than ninety (90) days during any given school year of employment with the Norton City Board of Education, and upon subsequent employment as a full-time regular employee. Those who qualify under this section will be placed on the salary schedule with half-year credit. Placement/credit on the salary schedule will be determined by dividing the number of days of actual paid teaching service by one hundred eighty (180). When such employment credit exceeds fifty percent (50%), the Board will grant half-year credit advancement on the current salary schedule.

Example/Salary Calculation

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

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

1. “Bachelor Degree” Lane: Teachers in the bargaining unit with a Bachelor’s Degree shall be paid on the “Bachelor’s Degree” lane of the certificated salary schedule.
2. “Bachelor’s +150 Semester Hours” Lane: Teachers in the bargaining unit with at least one hundred fifty (150) semester hours of training or the quarter hour equivalent and a Bachelor’s Degree will be paid on the “150 Semester Hours” lane of the certificated salary schedule. Hours outside the field of education, administration, guidance, the bargaining unit member’s area of certification and related areas, and other pursued areas of certification shall not be counted towards the one hundred fifty (150) hours.
3. “Master’s Degree” Lane: Teachers in the bargaining unit with a Master’s Degree from a state approved teacher training institution will be paid on the “Master’s Degree” lane of the certificated schedule.
4. “Master’s +15 Lane”: Teachers who earn fifteen (15) semester hours (or the quarter hour equivalent) after they have been awarded a Master’s Degree shall be paid on the “Master’s Degree +15” lane of the salary schedule. Hours outside the field of education, guidance, the bargaining unit member’s area of certification and related areas, and other pursued areas of certification shall not be counted towards the MA+ hours.
5. Advancement for Training: An employee shall advance horizontally on the salary schedule if additional training is acquired as per the above and if the following conditions are met:
 - a. Satisfactory evidence of such coursework is provided to the employer by September 15th or January 15th. Satisfactory evidence shall be an official transcript or a letter of coursework completion issued by the appropriate institution or program.
 - b. Payment on the new column will commence the first pay of the year, provided the employer has been provided satisfactory evidence on or before September 15th.
 - c. Payment on the new column will commence the first full pay of the second semester after the employer’s receipt of satisfactory evidence if it is received before January 15th.

11.03 METHOD OF PAY

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

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

11.04 EXPENSES FOR PROFESSIONAL MEETINGS

- A. Mileage for private car will be as defined in 11.10 A.
- B. Expenses for food not to exceed twenty dollars (\$20.00) per day shall only be paid for overnight stays or meetings more than two hundred (200) miles from Norton unless the meal is part of a conference or workshop. Exceptions to this rule may be approved by the Superintendent. Receipts are not required.
- C. Lodging bills must accompany expense sheet.
- D. Registration expenses may be included as an expense.
- E. A written summary of the meeting shall be submitted with the expense sheet.
- F. The maximum reimbursement per occurrence shall be three hundred fifty dollars (\$350). Exceptions may be approved by the Superintendent.

11.05 PAYROLL DEDUCTIONS

A. TAX SHELTERED ANNUITIES

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

1. No company will be considered unless it has five (5) or more participants. When the number of participants drops below five (5), the Treasurer may drop the company at the time of the next enrollment period if, after prior notification to all other participants in that Annuity Plan, there are no additional enrollees to raise the level to at least five (5) participants.
2. Deductions will be made biweekly in like amounts.
3. Enrollment into an Annuity Program may be made in writing at least two (2) weeks prior to the payroll period for which deductions are to be started.
4. New teachers should review the Norton plan to make sure their company meets Norton Tax Sheltered Annuity Plan requirements. This should be done before signing a contract.

B. CREDIT UNION

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

C. PROFESSIONAL DUES DEDUCTION

Professional dues will be deducted as follows:

1. Submit a list of teachers who wish payroll deductions and in an amount divisible by ten (10), by October 15th.
2. Payroll deductions will be made in equal installments over either ten (10) pay periods or fifteen (15) periods. The Association Treasurer shall notify the Board Treasurer each year prior to October 15th.
3. EPAC, according to ORC 3313.262.
4. No deduction change can be made after October 15th except for agency fee payers as specified herein.

D. UNITED FUND DEDUCTIONS

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

11.06 SUPPLEMENTALS

- A. Supplemental positions will be posted in the spring. An asterisk beside a position indicates that it will not be filled at the current time. Recommendations for the open positions must be made to the building administrator and include justification (student participation, time, competitions, etc.) The recommendation must be forwarded to the Superintendent prior to the first day of the month for Board approval, when feasible.
- B. When the Board appoints individuals to hold the extra-duty positions listed on the Supplemental Salary Schedule (Appendix F), such individuals shall be paid in accordance with that schedule. The initial supplemental percentages will be applied to the Bachelor Degree 0 Step. Teachers who are, or become, involved in other existing extracurricular functions or other existing functions incidental to their teaching duties shall not be paid. Before assigning a teacher to perform unpaid extracurricular functions, the Administration shall attempt to fill the position with a qualified volunteer.
- C. The Board reserves the right to create new supplemental positions with appropriate stipend input from the NCTA. The Board also reserves the right not to fill supplemental positions.
- D. All positions must have a job description cooperatively developed by the person assigned to the position and the Administration and approved by the Association.

- E. All positions are subject to adequate enrollment for total participation.
- F. Longevity steps shall be implemented as per Appendix F.
- G. The Board may give advanced placement based upon experience outside of Norton.
- H. If an employee moves to a higher coaching position in the same sport, the move will result in a loss of four (4) years of longevity. Same sport will not be gender specific, for example, baseball and softball will be considered the same sport.
- I. If an employee moves to a lower coaching position in the same sport, the move will not result in a loss of longevity.

11.07 ADMISSION TO SCHOOL ACTIVITIES

- A. Upon presenting a valid employee name/picture identification badge at any Norton City School District event, the bargaining unit member and up to one (1) guest may have complimentary entrance to said event.
- B. Such passes are not available and will not be issued for benefit-type functions designed to raise funds for school-related and charitable activities.

11.08 CURRICULUM DEVELOPMENT

- A. In the spring of the school year, each curriculum committee will be established and a chairperson will be recommended. In the event a committee does not recommend a chairperson, a willing party will be appointed by the Superintendent or his designee. No teacher shall be required to chair a committee in consecutive years. Curriculum chairpersons will be considered part of a core group of teachers who serve as liaison between administration and staff.

Chairperson Responsibilities

1. Provide for the dissemination of the information between the Administration and the teachers involved in the study of his/her subject area. Serve as a link between the Administration and the personnel in that curriculum area.
2. Shall coordinate the review and revision of the course of study.
3. Chair meetings of personnel involved in that curriculum area. Send a summary after each meeting to the Superintendent and/or designee.
4. Shall coordinate and work with the Textbook Adoption Committee.
5. Shall attend additional meetings with the Curriculum Director (maximum of 5).

6. Will assist in the implementation of the Board of Education adopted curriculum goals for the current school year.
- B. The membership of each committee shall reflect representation from each grade level and building K-12. In the event a committee's membership does not reflect the above representation, the Superintendent or designee may adjust the assignments to address state-mandated K-12 curriculum development.
 - C. Administrators, with no voting privileges, may serve as consultants on committees.
 - D. Curriculum committees will be provided a minimum of one (1) day of released time at the discretion of the Superintendent to perform curriculum committee work as approved by the Superintendent.

E. SCHEDULE OF DISBURSEMENTS

1. Chairperson \$200/committee of four or more people
\$100/committee of one-three people
2. Other Writing a course of study* (year long) = \$120 per course of study

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

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

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

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

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

Textbook core committee * = \$120 year long course

Textbook core committee = \$60 semester course

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

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

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

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

3. Failure to meet committee expected responsibilities will result in reduction or loss of stipend.
4. All disbursements for chairpeople will be made at the regular June Board meeting. Disbursements for courses of study will be made after final drafts have been approved by the Administration and the Board of Education.
5. For allocation purposes, the committee responsibilities begin with the spring meeting and continue for one year.

11.09 SPOT SUBSTITUTION

- A. When a teacher, other than a small group instructor, is required under 6.02 C. by Administration to give up a scheduled conference and planning period to substitute for another teacher, such teacher shall be paid Fifteen Dollars (\$15.00) per period for such substitution. A small group instructor shall be compensated at the small group instructor's normal hourly rate.
- B. A teacher will be eligible for the spot substitution pay of Fifteen Dollars (\$15.00) if another class is combined with the teachers' regularly scheduled class, (providing there is a minimum of thirty (30) students in the combined class for a minimum of thirty (30) minutes) at the request of the administration. The teacher would be eligible for an additional Fifteen Dollar (\$15.00) spot substitution pay if, after the initial thirty (30) minute period of covering the combined class, the teacher would have to cover the additional class over their planning period. Class combinations are intended to be used only when no other options are available to the administration.
- C. The Administration will make a reasonable effort to obtain qualified substitute for special subject teachers (art, music, etc.) who are absent.

11.10 MILEAGE REIMBURSEMENT

- A. Mileage reimbursement shall be paid to staff members for the use of personal vehicles for authorized school business at the Internal Revenue Service mileage rate per mile. This rate will be adjusted July 1 and January 1 to correspond to

changes in the IRS mileage rate. Payments shall be made upon completion of expense forms under procedures established by the Treasurer's office.

- B. Teachers required to travel between buildings within the school day for instructional purposes will be reimbursed at \$12.00 per day of the week traveled from the Main Campus to Middle School and \$28.00 per day of the week traveled from the Main Campus to Grill School per semester. (i.e., If a teacher is scheduled to be at Primary in the morning and travels to Grill for the afternoon on Tuesday and Thursday, the payment would be \$56.00 per semester.) Payments shall be made at the end of each semester upon completion of expense forms under procedures established by the Treasurer's office.

11.11 IAT MEETINGS

A teacher who attends IAT meetings during the teacher's scheduled lunch or outside the scheduled teacher work day shall be compensated \$10.00 for each such meeting.

11.12 IEP MEETINGS

When an IEP meeting is required to be held during the teacher's scheduled lunch or outside the teacher's work day, the teacher attending the IEP meeting shall be compensated at \$10.00 for each such meeting.

11.13 TUITION WAIVER FOR NONRESIDENT EMPLOYEES

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

11.14 TUITION REIMBURSEMENT

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

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

11.15 LICENSE REIMBURSEMENT

The Board shall reimburse unit members for one-half the cost of license renewal up to a maximum of \$150.00 within a school year. The reimbursement will occur only for the area of certification in which the unit member is currently teaching. Reimbursement shall be made following the completion of the proper form

11.16 COST OF FINGERPRINTING

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

ARTICLE XII – RETIREMENT

12.01 BOARD “PICKUP” OF MEMBER CONTRIBUTIONS TO STRS

- A. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. A member’s deferred salary shall be equal to that percentage of said member’s total annual salary or salary per pay period, which is required from time to time by the State Teachers Retirement System (STRS) to be paid as an employee contribution by said member, and shall be paid by the Board to STRS on behalf of said member as a “pickup” of the STRS employee contribution otherwise payable by said member. A member’s cash salary shall be equal to said member’s total annual salary or salary per pay period less the amount of the “pickup” for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board’s total combined expenditures for members’ total annual salaries otherwise payable under this Agreement, as amended (including “pickup” amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including “pickup.” The Board shall report for Federal and Ohio Income Tax purposes as a member’s gross income, said member’s total annual salary less the amount of the “pickup.” The Board shall report for Municipal Income Tax purposes as a member’s gross income, said member’s total annual salary, including the amount of the “pickup.” The Board shall compute income tax withholding based upon gross income as reported to the respecting taxing authorities.
- C. The “pickup” shall be included in the member’s total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

12.02 SEVERANCE PAY

- A. A teacher may elect, at the time of acceptance for retirement by the STRS, to receive severance pay if he/she has at least eight (8) years of full-time service in the Norton City School District and his/her date of retirement is within one (1) year of his/her last day of service with the District.
- B. Each teacher who qualifies shall receive thirty percent (30%) of his/her accrued but unused sick leave credit up to a maximum of two hundred ten (210) days. Payment shall be based on the daily rate of pay at the time of retirement and shall not exceed sixty-three (63) days. Payment under this provision shall eliminate all sick leave credit. No teacher shall receive more than one (1) payment.
- C. Any employee who has accumulated one hundred eighty (180) days sick leave will become eligible in the following year to accrue one (1) day of severance per year if no more than three (3) sick days are used in each year. This provision is retroactive to the 1983-1984 school year.

ARTICLE XIII – NORTON PROFESSIONAL DEVELOPMENT COMMITTEE

13.01 PURPOSE

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

13.02 TERM OF OFFICE

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

13.03 COMMITTEE COMPOSITION

- A. The NPDC shall be comprised of five (5) members each as follows:
 - 1. Three representatives selected by the Association President
 - 2. One principal or assistant principal selected by the Superintendent
 - 3. One other District employee selected by the Superintendent
- B. It is the preference of the parties that one (1) representative appointed by the Association be from the high school, one (1) from the middle school, and one (1) from an elementary. NCTA will take this preference into consideration when making the appointments.

- C. In the event of a vacancy before the expiration of term, the committee member shall be replaced in accordance with this section to fill the remainder of the vacated term.
- D. When an Administrator's Professional Development Plan is being considered, at the request of the Administrator, the Superintendent shall appoint an additional Administrator to the NPDC and one representative appointed by NCTA will not participate in the process.

13.04 CHAIRPERSON

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

13.05 DECISION MAKING

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

13.06 COMMITTEE PROCEDURES

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

13.07 TRAINING

- A. NPDC members shall be afforded the opportunity to attend training related to the performance of their duties as members of the NPDC, subject to the Superintendent's approval. When such training occurs during the regular work day, release time shall be granted. Training shall be subject to reimbursement under Section 11.04 of the Contract. The NPDC may determine whether committee training constitutes appropriate "equivalent activities" for purposes of the committee members own Individual Development Plans.
- B. New members to the NPDC shall be provided up to one day of training outside the school year at the BA-0 per diem.

13.08 EVALUATION IMPACT

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

13.09 RECIPROCITY

New hires who hold a certificate/license issued by the ODE and who have course work/activities applicable to their current renewal cycle which were approved by their

prior District's LPDC shall have completed course work/activities approved by the NPDC. Remaining hours shall be subject to the normal NPDC process.

13.10 MEETINGS AND COMPENSATION

- A. Members of the NPDC shall be compensated annually at four percent (4%) of the BA-0. To qualify for compensation, members must attend 7 of the 10 regularly scheduled meetings. This requirement may be altered by the Superintendent due to extenuating circumstances.
- B. The NPDC shall meet as often as the members deem necessary to complete their work. Meetings will be held outside the normal student day.
- C. No later than September 15th of each year, the Committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.
- D. Inability to fulfill required obligations may result in removal from the committee.

13.11 APPEALS PROCESS

- A. Decisions of the NPDC may be appealed within thirty (30) calendar days of the receipt of the decision. Any educator who disagrees with a decision of the NPDC shall first seek reconsideration from the NPDC under rules established by the Committee. The educator may amend the initial submission and submit additional documentation/rationalization to the NPDC.
- B. The decision on reconsideration may be appealed within twenty (20) calendar days of the reconsideration decision. The decision will be appealed to the Appeals Committee which shall be comprised of three members – one (1) appointed by the educator, one (1) by the NPDC chairperson and one (1) by the Superintendent. The appeal will be granted if two (2) or more members of Appeals Committee vote to grant the appeal.

13.12 DECISIONS NOT GRIEVABLE

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

13.13 AUTHORITY OF NPDC

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

**ARTICLE XIV – EDUCATION OF STUDENTS WITH
INDIVIDUAL EDUCATION PLANS**

14.01 **LEAST RESTRICTIVE ENVIRONMENT**

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

14.02 **IEP MEETING**

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

14.03 **IEP PLAN**

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

14.04 **TRAINING**

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

14.05 **SUPPORT SERVICES**

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

14.06 **EVALUATION**

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

14.07 LEGAL CONSISTENCY

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

ARTICLE XV – GENERAL PROVISIONS

15.01 SEVERABILITY

- A. This Contract supersedes and prevails over all statutes of the State of Ohio [except as specifically set forth in ORC Section 4117.10(A)], all Civil Service Rules and Regulations, Administrative Rules of the Director of State of Personnel, and all policies, rules, and regulations of the employer. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated by all other provisions of the Contract shall remain in full force and effect.
- B. At the request of either party, the parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

15.02 CONTINUOUS PERFORMANCE

- A. During the life of this Agreement, the Association and its members hereby affirm that they will not sanction, engage in, encourage, or participate in any type of strike or work stoppage which results in a reduction in the regular professional duties or employment obligations of any school district employees.
- B. This provision shall not preclude any member of the bargaining unit from taking any necessary actions to protect his/her personal health or safety or the health or safety of others.

15.03 MANAGEMENT RIGHTS

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

ARTICLE XVI – RESIDENT EDUCATOR PROGRAM

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

<u>Mentor Compensation</u>		
Coordinator	--	8% of BA-0 Base
First Year Mentors	--	3% of BA-0 Base
Second Year Mentors	--	2% of BA-0 Base
Third Year Mentors	--	1% of BA-0 Base
Fourth Year Mentors	--	<u>2% of BA-0 Base</u>

ARTICLE XVII – DRUG AND ALCOHOL FREE WORKPLACE

17.01 PROHIBITED CONDUCT

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

17.02 DRUG-RELATED CRIMINAL CONVICTION

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

17.03 TESTING

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

17.04 PENALTIES

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

17.05 REHABILITATION OPTION

The employee may elect to seek rehabilitation through an approved treatment program provided the employee is otherwise eligible for continuing employment. A Re-Entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind altering substance, must be signed by any employee election this Rehabilitation Option. Rehabilitation, whether undertaken voluntarily, or in lieu of discipline, shall be entirely at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies.

17.06 ALCOHOL AND OTHER DRUG AWARENESS PROGRAM

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

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

17.07 CONFIDENTIALITY

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

ARTICLE XVIII – DURATION AND OTHER EFFECTS OF THE AGREEMENT

18.01 DURATION

- A. This Agreement shall be effective upon ratification by the Association and adoption of the Board and shall be in effect from July 1, 2016, through June 30, 2018.
- B. If after the exhaustion of the dispute resolution procedure, the parties have not reached agreement, the NCTA may exercise its right to strike under Section 4117.14 of the ORC.

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

18.02 COPIES OF THE AGREEMENT

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ____ day of _____, 2016, by the representatives whose signatures appear below.

**NORTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

**NORTON CLASSROOM TEACHERS
ASSOCIATION**

By _____
President

By _____
President

By _____
Superintendent

By _____
Bargaining Team Member

By _____
Treasurer

By _____
Bargaining Team Member

By _____
Bargaining Team Member

By _____
OEA Labor Relations Consultant

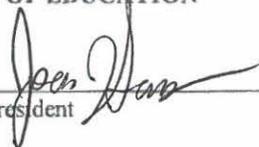
- C. The parties agree that this contract may be re-opened at the request of either party if Article X. (Insurance Benefits) is affected or comes under the jurisdiction of House Bill #66 or any other legislation.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 21 day of June, 2016, by the representatives whose signatures appear below.

**NORTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

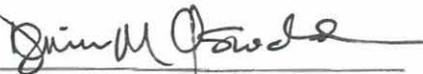
By 
President

By 
Superintendent

By 
Treasurer

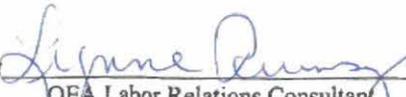
**NORTON CLASSROOM TEACHERS
ASSOCIATION**

By 
President

By 
Bargaining Team Member

By 
Bargaining Team Member

By 
Bargaining Team Member

By 
OEA Labor Relations Consultant

APPENDIX A

Norton City Schools

FY 2016-2017

1.5% Increase

Years	Non-Degree	Bachelor Degree	Bachelor + 150 Sem. Hours	Masters Degree	Master + 15 Hours
0	0.85 30,278	1.00 35,621	1.02 36,333	1.05 37,402	1.07 38,114
1	0.88 31,346	1.04 37,046	1.06 37,758	1.1 39,183	1.12 39,896
2	0.91 32,415	1.08 38,471	1.11 39,539	1.16 41,320	1.18 42,033
3	0.95 33,840	1.13 40,252	1.16 41,320	1.22 43,458	1.24 44,170
4	0.99 35,265	1.18 42,033	1.21 43,101	1.28 45,595	1.3 46,307
5	1.03 36,690	1.23 43,814	1.27 45,239	1.34 47,732	1.36 48,445
6	1.07 38,114	1.28 45,595	1.33 47,376	1.41 50,226	1.43 50,938
7	1.11 39,539	1.33 47,376	1.39 49,513	1.48 52,719	1.5 53,432
8	1.15 40,964	1.39 49,513	1.45 51,650	1.55 55,213	1.57 55,925
9	1.2 42,745	1.45 51,650	1.52 54,144	1.63 58,062	1.65 58,775
10	1.25 44,526	1.51 53,788	1.59 56,637	1.71 60,912	1.73 61,624
11	1.3 46,307	1.57 55,925	1.66 59,131	1.8 64,118	1.82 64,830
12	1.35 48,088	1.64 58,418	1.73 61,624	1.89 67,324	1.91 68,036
13	1.35 48,088	1.68 59,843	1.77 63,049	1.94 69,105	1.96 69,817
17	1.35 48,088	1.70 60,556	1.79 63,762	1.96 69,817	1.98 70,530
20	1.35 48,088	1.73 61,624	1.82 64,830	1.99 70,886	2.01 71,598
23	1.35 48,088	1.76 62,693	1.85 65,899	2.02 71,954	2.04 72,667
26	1.35 48,088	1.81 64,474	1.9 67,680	2.07 73,735	2.085 74,270
28	1.36485 48,617	1.82991 65,183	1.9209 68,424	2.09277 74,547	2.107935 75,087

Self-Assessment Summary Tool

Name _____

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

Date _____

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content-specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			
Standard 4: Instruction	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			
Standard 5: Learning Environment	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students 			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

Ohio Teacher Evaluation System

Professional Growth Plan

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p align="center"><u>Annual Focus</u></p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center"><u>Date</u> Record dates when discussed</p>	<p align="center"><u>Areas for Professional Growth</u></p> <p align="center">supports needed, resources, professional development</p> <p>Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p><i>Goal 1: Student Achievement/Outcomes for Students</i></p> <p>Goal Statement:</p> <p>Evidence Indicators:</p>		
<p><i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</i></p> <p>Goal Statement:</p> <p>Evidence Indicators:</p>		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the Ohio Standards for the Teaching Profession. Attach documentation.

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

Section 2: Desired Level of Performance - List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Specifically Describe Successful Improvement Target(s)

Ohio Teacher Evaluation System

Improvement Plan

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken

Sources of Evidence that Will Be Examined

--	--

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Ohio Teacher Evaluation System

Improvement Plan

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____
 School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

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

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

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

Teacher's Signature: _____ Date: _____
 Evaluator's Signature: _____ Date: _____

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

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/refinement:				
Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH	
Student Growth Measure of Effectiveness				
Areas of reinforcement/refinement:				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____
 Evaluator Signature _____ Date _____

The signatures above indicate that the teacher and evaluator have discussed the Summative 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 summative record. Challenges may be made according to the local contract agreement.

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
INSTRUCTIONAL PLANNING	<p>FOCUS FOR LEARNING (Standard 4: Instruction)</p> <p>Sources of Evidence: Pre-Conference</p>	<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. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.</p>
	Evidence				
INSTRUCTIONAL PLANNING	<p>ASSESSMENT DATA (Standard 5: Assessment)</p> <p>Sources of Evidence: Pre-Conference</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>The teacher purposefully plans assessments and differentiates assessment choices to watch the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.</p> <p>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.</p>
	Evidence				

APPENDIX D-5 (Continued)

INSTRUCTIONAL PLANNING	Ineffective	Developing	Skilled	Accomplished
<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1; Student; Standard 2; Content; Standard 4; Instruction) Sources of Evidence: 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 logical 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 plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the lives and contributions of families, colleagues, and other professionals to understand 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 prepare opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the proportional 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>
INSTRUCTIONAL PLANNING	Evidence			

APPENDIX D-5 (Continued)

INSTRUCTIONAL PLANNING	
<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <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 demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</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 demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</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 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> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student background/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>
<p>Evidence</p>	
INSTRUCTIONAL PLANNING	

APPENDIX D-5 (Continued)

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p>Sources of Evidence: Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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 appropriate questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>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.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-thought, individually, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>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.</p>	
<p>Evidence</p>					
<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p>Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</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 effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>	<p>The teacher teaches 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>	
<p>Evidence</p>					

INSTRUCTION AND ASSESSMENT

APPENDIX D-5 (Continued)

Instruction and Assessment	Ineffective	Developing	Skilled	Accomplished
<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p>Sources of Evidence: Pre-Conference Formal Observation 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>
<p>Evidence</p>				

APPENDIX D-5 (Continued)

Instruction and Assessment	Ineffective	Developing	Skilled	Accomplished
<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond derisively 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 late.</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>Expectations for behavior are not established or are inappropriate and/or monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is not 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 late.</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 helps in a timely manner.</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>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 hold the responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively monitors instructional time and minimizes independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active voluntary, community, and family partnerships which contribute to student learning and development.</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 assess disruptive behaviors and reinforces positive behaviors.</p>	<p>CLASSROOM ENVIRONMENT Standard 1: Students Standard 5: Learning Environment; Standard 6: Collaboration and Communication</p> <p>Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Evidence</p>

INSTRUCTION AND ASSESSMENT

APPENDIX D-5 (Continued)

Instruction and Assessment	Ineffective	Developing	Skilled	Accomplished
<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p>Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</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 uses assessments to measure student mastery, but may not differentiate instruction based on this information.</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 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 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 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>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an adjustment 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>Evidence</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 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 plans 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 learning strategies and behaviors in relation to student success.</p>

INSTRUCTION AND ASSESSMENT

APPENDIX D-5 (Continued)

Professionalism	Ineffective	Developing	Skilled	Accomplished
<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p>Sources of Evidence: 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 collaborates effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborates with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</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 meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</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> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly revisits short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
PROFESSIONALISM				
Evidence				

Informal Observation: General Form

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

Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

Directions: This form serves as a record of 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.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Evaluator Summary Comments: _____

Recommendations for Focus of Informal Observations: _____

Evaluator Signature: _____

Photocopy to Teacher

Informal Observation: Open-Ended Form

Teacher Name: _____ Grade(s)/Subject Area(s): _____ Date: _____
Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____

Photocopy to Teacher

NORTON CITY SCHOOL DISTRICT
WRITTEN GRIEVANCE FORM

Date _____

A copy is sent to the following:

Other Parties (presently involved only)

Superintendent	_____	Principal	_____
PR & R Chairman	_____	Grievant	_____
NCTA President	_____	Grievor(s)	_____

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

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

III. When did the incident occur? _____

IV. Where did the alleged violation occur? _____

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

VI. What is the relief sought? _____

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

YES _____ NO _____

If yes, what action has been taken? _____

Signature of Grievant _____

Initiating Grievance _____ Level _____

Initials of the PR&R Delivery Agent _____

**NORTON CITY SCHOOL DISTRICT
GRIEVANCE DECISIONS FORMS**

STEP I (FORMAL) DECISION _____

_____ Date Signature _____
Administrative Representative

Signature _____
Grievant and/or Association Representative

STEP II (FORMAL) DECISION _____

_____ Date Signature _____
Superintendent or Designee

Signature _____
Grievant and/or Association Representative

STEP III (FORMAL DECISION) _____

_____ Date Signature _____
Board Representative

Signature _____
Grievant and/or Association Representative

APPENDIX F

NORTON CITY SCHOOL DISTRICT
 SUPPLEMENTAL SALARY SCHEDULE
 EFFECTIVE FY 2013-2015

ACTIVITY		Initial Years - 4 Percentage	Years 5-9 Percentage	Years 10 -14 Percentage	Years 15+ Percentage
Athletics					
	Faculty Manager	20	23	26	29
	Asst. Faculty Manager	11	12.7	14.4	16.1
Bowling					
	Head Coach	8	9.2	10.4	11.6
	Junior Varsity	5	5.8	6.6	7.4
Football					
	Head Coach	17	19.6	22.2	24.8
	Coordinator	12	13.8	15.6	17.4
	Assistant	12	13.8	15.6	17.4
	9th Grade	11	12.7	14.4	16.1
	9th Grade Assistant	9	10.4	11.8	13.2
	Middle School	9	10.4	11.8	13.2
	Middle School Assistant	8	9.2	10.4	11.6
Cross Country					
	Head Coach	9	10.4	11.8	13.2
	Middle School	6	6.9	7.8	8.7
Golf					
	Head Coach	8	9.2	10.4	11.6
	Junior Varsity	5	5.8	6.6	7.4
Soccer					
	Head Coach	12	13.8	15.6	17.4
	Assistant	8	9.2	10.4	11.6
	Junior Varsity	7	8.1	9.2	10.3
Volleyball					
	Varsity	12	13.8	15.6	17.4
	Junior Varsity	8	9.2	10.4	11.6
	9th Grade	7	8.1	9.2	10.3
	8th Grade	8	9.2	10.4	11.6
	7th Grade	8	9.2	10.4	11.6
Basketball					
	Head Coach	17	19.6	22.2	24.8
	Assistant	11	12.7	14.4	16.1
	Junior Varsity	12	13.8	15.6	17.4
	9th Grade	9	10.4	11.8	13.2

ACTIVITY		Initial Years - 4 Percentage	Years 5-9 Percentage	Years 10 -14 Percentage	Years 15+ Percentage
8th Grade		8	9.2	10.4	11.6
7th Grade		8	9.2	10.4	11.6
Wrestling					
Head Coach		17	19.6	22.2	24.8
Assistant		11	12.7	14.4	16.1
Junior Varsity		12	13.8	15.6	17.4
Middle School		8	9.2	10.4	11.6
Middle School Assistant		6	6.9	7.8	8.7
Track					
Head Coach		12	13.8	15.6	17.4
Assistant		8	9.2	10.4	11.6
Middle School		8	9.2	10.4	11.6
Baseball					
Head Coach		12	13.8	15.6	17.4
Varsity Assistant		8	9.2	10.4	11.6
Junior Varsity		8	9.2	10.4	11.6
Softball					
Head Coach		12	13.8	15.6	17.4
Varsity Assistant		8	9.2	10.4	11.6
Junior Varsity		8	9.2	10.4	11.6
9th Grade Coach		7	8.1	9.2	10.3
Tennis					
Head Coach		8	9.2	10.4	11.6
Junior Varsity		5	5.8	6.6	7.4
Weight Room					
Per Season		3	3.5	4	4.5
Cheerleaders					
High School Football		5	5.8	6.6	7.4
High School Basketball		5	5.8	6.6	7.4
9th Grade		6	6.9	7.8	8.7
Middle School		5	5.8	6.6	7.4
Adult Recreation					
Men		3	3.5	4	4.5
Women		3	3.5	4	4.5
Clubs					
Academic Challenge		3.25	3.8	4.3	4.8
Academic Challenge (MS)		2.25	2.6	3	3.4

ACTIVITY	Initial Years - 4 Percentage	Years 5-9 Percentage	Years 10 -14 Percentage	Years 15+ Percentage
Ambassador Program	2.25	2.6	3	3.4
Art Club	2.25	2.6	3	3.4
Biology Honorary	2.25	2.6	3	3.4
French	2.25	2.6	3	3.4
Homecoming	0.75	0.85	0.95	1.05
Key Club	2.25	2.6	3	3.4
Latin	2.25	2.6	3	3.4
National Honor Society	2.25	2.6	3	3.4
National Junior Honor Society	2.25	2.6	3	3.4
Nortonian	Free Period	Free Period	Free Period	Free Period
PEP	2.25	2.6	3	3.4
Prom Advisor	2.25	2.6	3	3.4
SAE	2.25	2.6	3	3.4
SADD Advisor	2.25	2.6	3	3.4
Ski Club	2	2.3	2.6	2.9
Spanish	2.25	2.6	3	3.4
Student Council (High School)	2.25	2.6	3	3.4
Student Council (Middle School)	2.25	2.6	3	3.4
Tri-Hi-Y	2.25	2.6	3	3.4
Career Tech Student Organizations				
CBE	2.25	2.6	3	3.4
CBI	2.25	2.6	3	3.4
FCCLA	2.25	2.6	3	3.4
Masonry	2.25	2.6	3	3.4
Sports Medicine	2.25	2.6	3	3.4
Jr. Admin/Office Tech	2.25	2.6	3	3.4
Sr. Admin/Office Tech	2.25	2.6	3	3.4
Music				
<u>Vocal</u>				
High School	5.25	6.1	6.9	7.7
Middle School	2.2	2.6	3	3.4
Elementary Musical Advisor	2.2	2.6	3	3.4
<u>Instrumental</u>				
Band Director, Marching	16	18.4	20.8	23.2
Assistant, Marching	10.5	12.1	13.7	15.3
Winter Guard (HS)	5	5.8	6.6	7.4
Percussion (HS)	5	5.8	6.6	7.4
Pep Band	\$500	\$500	\$500	\$500

ACTIVITY	Initial Years - 4 Percentage	Years 5-9 Percentage	Years 10 -14 Percentage	Years 15+ Percentage
Forensics -- Dramatics				
Director of Speech & Drama	5.25	6.1	6.9	7.7
<u>Forensics</u>				
a. Debate	11.5	13.3	15.1	16.9
b. Individual Events	11.5	13.3	15.1	16.9
c. Mock Trial Program	2.25	2.6	3	3.4
<u>Drama Directors</u>				
a. Play - Fall	6.25	7.2	8.2	9.2
Winter	6.25	7.2	8.2	9.2
Spring	6.25	7.2	8.2	9.2
b. Musical	11.5	13.3	15.1	16.9
c. Tech Theater	6.25	7.2	8.2	9.2
d. Middle School Play Director	4.25	4.9	5.6	6.3
High School Graduation	1.2	1.4	1.6	1.8
Per person up to a maximum of three advisors to be recommended by building principal if 180-day school year with post-school year graduation implemented.				

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

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

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

APPENDIX G

**NORTON CITY SCHOOL DISTRICT
SUMMARY OF HEALTH INSURANCE BENEFITS**

MEDICAL & Rx		Norton			
		Anthem Health 4 Base		Anthem Health 3 Incentive	
<i>Upgrade / Downgrade</i>		NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
Deductible	Single	\$1,100	\$1,400	\$300	\$600
	Family	\$2,200	\$2,800	\$600	\$1,200
Coinsurance %		90%	70%	90%	70%
Coinsurance Max	Single				
	Family				
Total OOP Max	Single	\$1,900	\$2,800	\$1,100	\$2,000
	Family	\$3,800	\$5,600	\$2,200	\$4,000
Preventative Exam		100%	70%	100%	70%
Office Visit	PCP	\$30	70%	\$30	70%
	Specialist	\$40	70%	\$40	70%
Vision		Blue View Vision			
Emergency Room		\$150	\$150	\$150	\$150
Urgent Care		\$40	70%	\$40	70%
Rx:		<u>Retail</u>	<u>Mail Order</u>	<u>Retail</u>	<u>Mail Order</u>
	Rx Deductible		N/A		N/A
	Tier One	\$10	\$20	\$10	\$20
	Tier Two	\$25	\$50	\$25	\$50
	Tier Three	\$50	\$100	\$50	\$100
	Tier Four	90% max \$1500		90% max \$1500	
	Day Supply	30	90	30	90

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services and may not apply to some Behavioral Health services where coinsurance applies.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26.

- Specialist copayment is applicable to all Specialists excluding General Physicians, Internists, Pediatricians, OB/GYNs, and Geriatrics or any other Network Provider as allowed by the plan.
 - When allergy injections are rendered with a Physician's Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections.
 - No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
 - PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics, or any other Network provider as allowed by the plan.
 - SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
 - Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies including diabetic test strips.
 - Benefit period = calendar year.
 - Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
 - Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
 - Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations, and physician visits are covered.
- 1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
 - 2 We encourage you to review the Schedule of Benefits for limitations.
 - 3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
 - 5 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Exclusion Period:

We will not provide benefits for services, supplies, or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements and excludes members under age 19):

12 months after the member's enrollment date

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

NORTON CITY SCHOOL DISTRICT
SUMMARY OF DENTAL INSURANCE BENEFITS
Effective 07/01/2011

<u>Services</u>	<u>PPO Dentists (In-network)</u>	<u>Non-PPO (Out-of-network)</u>
Diagnostic and preventive <ul style="list-style-type: none"> • Oral evaluations, x-rays, Cleanings • Sealants and fluoride, Space maintainers 	NCS/No deductible	NCS/No deductible
Minor restorative <ul style="list-style-type: none"> • Emergency palliative pain treatment • Amalgam restorations (fillings), Composite restoration (fillings) • Sedative fillings 	30% after deductible	30% after deductible
Oral surgery <ul style="list-style-type: none"> • Simple extractions, Removal of impacted teeth, General anesthesia 	30% after deductible	30% after deductible
Endodontic services <ul style="list-style-type: none"> • Root Canal Therapy, Therapeutic pulpotomy, Direct pulp capping 	30% after deductible	30% after deductible
Periodontal services <ul style="list-style-type: none"> • Scaling and root planing, Gingivectomy, Osseous surgery, Soft tissue grafts 	30% after deductible	30% after deductible
Prosthetic Services <ul style="list-style-type: none"> • Crowns, Removable complete and partial dentures • Bridge repair • Implants • Missing Teeth 	40% after deductible Not Covered Covered	40% after deductible Not Covered Covered
Orthodontic Services <ul style="list-style-type: none"> • Examinations, Records • Tooth guidance, Repositioning (straightening) of the teeth 	40% / No deductible	40% / No deductible
Orthodontic Maximum	\$1,500	
Orthodontic Age Limit	Adult & Child to Age 19	

No Cost Share (NCS) means no deductible, copayment, or coinsurance up to the maximum allowable amount. However, a member may be responsible for any balance due after the plan payment, including, but not limited to, benefits that reflect No Cost Share.

International emergency dental program. If you need emergency dental care while traveling internationally, call our international service center right away. Our English speaking customer service representatives can help you find a dentist. And they can even assist with translation services when contacting the dentist's office.

Extra support for pregnant and diabetic members. To help proactively manage these conditions, our pregnant and diabetic members may be eligible for additional dental benefits. If you have diabetes or are pregnant, please contact the insurance company's customer service department to determine if you qualify and to learn more about this important program.

Limitations & Exclusions. This is not a contract. It is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms, and provisions of the dental Certificate.

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

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

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

- Experimental or investigative procedures
- Cosmetic dentistry
- Procedures requiring appliances or restorations to alter, restore, or maintain occlusion
- Harmful habit appliances
- Charges for lost or stolen dentures or appliances or for a duplicate prosthetic device or appliance
- Prescribed drugs, pre-medication or analgesia (includes nitrous oxide)
- Charges for the extraction of immature erupting third molars and nonpathologic, asymptomatic third molars
- Malignancies and neoplasms and the removal of tumors, cysts, and foreign bodies
- Charges for tobacco counseling, oral hygiene instruction, dietary planning, or behavior management
- Treatment for temporomandibular joint disorder (TMJ)

- Occlusal guards, adjustments
- Hospital costs
- Replacement of teeth missing prior to coverage under this Plan
- Services or treatments that are not medically necessary
- Charges for missed or cancelled appointments
- Prosthodontic services unless specifically included under Covered Services
- Orthodontic services unless specifically included under Covered Services

NORTON CITY SCHOOL DISTRICT

Wellness

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

The program will include the following provisions:

- (1) An annual voluntary onsite biometric screening or physician directed preventive exam will be provided at no cost to the employee. Onsite biometric screenings or physician directed examinations shall be conducted around the summer/fall of each calendar year. The screening shall provide (but not be limited in application to as determined by the District) confidential employee information in four (4) key wellness categories:
 - Non-smoker or participation in a smoking cessation program
 - Low density Li-protein (LDL)/High-density Li-protein (HDL) and Total Cholesterol
 - Body Mass Index (BMI)
 - Blood Pressure (BP)
- (2) Effective January 1, 2014, employees who voluntarily participated in the 2013 onsite biometric screening or physician directed preventive exam earn health credits applicable to the 2014 calendar year. The value of health credits in the 2014 calendar year will be issued exclusively based on the employee's participation in either the onsite biometric screening or physician directed preventive exam. Single enrollees shall earn a health credit of \$800 against their calendar year deductible. Family enrollees shall earn a health credit of \$1600 against their deductible. Deductible credits are non-transferable and are only valid against claims incurred and applicable to the deductible during the 2014 calendar year.
- (3) Effective January 1, 2015, employees who voluntarily participated in the 2014 onsite biometric screening or physician directed preventive exam will have the opportunity to earn health credits. The value of health credits in the 2015 calendar year will be based on five key biometric components. Each component shall be equal to a credit value of \$160 for single enrollees or \$320 for family enrollees. In no event will the total value of credits exceed \$800 for a single enrollee or \$1600 for a family enrollee. Deductible credits are non-transferable and are only valid against claims incurred and applicable to the deductible during the 2015 calendar year.

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

- Participation in the immediately preceding period's (i.e., fall 2014 for 2015) onsite biometrics initiative or physician directed preventive exam shall be worth \$160/single or \$320/family.
 - Employee certification of being a non-smoker or successful completion of a physician directed smoking cessation program during the year shall be worth \$160/single or \$320/family.
 - Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 240, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$160/single or \$320/family.
 - Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$160/single or \$320/family.
 - Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their blood pressure or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's blood pressure be in excess of 140/90, a 5% improvement over the prior year's blood pressure provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$160/single or \$320/family.
- (4) For each year after 2015, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician directed preventive exam will have the opportunity to earn health credits for the following calendar year. The application of credits and operation of the program will remain as outlined for the 2015 calendar year.

Modifications to the Plan

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

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

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

APPENDIX I

Rubric for 15% alternative component for SGM: Professional Growth Portfolio

Teacher: _____

School Year: 2016-2017

Score	Based on two (2) approved goals from the Professional Growth Plan or Teacher Improvement Plan
4	Teacher provides at least four artifacts* for each goal (for a total of at least 8) to demonstrate achievement of each goal.
3	Teacher provides at least three artifacts* for each goal (for a total of at least 6) to demonstrate achievement of each goal
2	Teacher provides at least two artifacts* for each goal (for a total of at least 4) to demonstrate achievement of each goal.
1	Teacher provides at least one or less artifacts* for each goal (for a total of at least 0 to 2) to demonstrate achievement of each goal.

Goal 1		
Artifact	Description	Date

Goal 2		
Artifact	Description	Date

Final Score: _____

Date: _____

Teacher Signature: _____

Evaluator Signature: _____

Rubric for 15% alternative component for SGM: Professional Growth Portfolio

Artifacts are documentative evidence that can be the following, but not limited to

1. Lesson plans
2. Log entry or entries
3. Printed emails(s)
4. Form(s)
5. Sample(s) of student work
6. Pictures, images
7. Excel sheets and graphs
8. Assessment data
9. News letters
10. Educational technology

This list is not exhaustive. Artifacts can be used more than once.

The Professional Growth Portfolio should be presented to the evaluator in an organized manner as bound (stapled, paperclipped) packet, 3-ring binder, or electronic form (google doc).

Artifacts may be given to the evaluator during the school year as they are created.