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## **MASTER AGREEMENT**

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**between the**

**WATERLOO  
BOARD OF EDUCATION**

**and the**

**WATERLOO  
EDUCATION ASSOCIATION**

**JULY 1, 2018 - JUNE 30, 2019**

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## **ARTICLE 1. RECOGNITION**

- A.** The Waterloo Local School District Board of Education (hereinafter referred to as the “Board”) recognizes the Waterloo Education Association (hereinafter collectively referred to as the “WEA” or “Association”), an affiliate of the Ohio Education Association, the National Education Association, and the North Eastern Ohio Education Association, as the exclusive representative of all bargaining unit members as defined in Section B., below.

The purpose of such recognition shall be to bargain collectively as defined in Ohio Revised Code 4117 unless the parties agree otherwise as set forth in this Collective Bargaining Contract.

All references to “teacher” or “tutor” in this Contract shall mean a member of the bargaining unit.

- B.** The bargaining unit shall include all professional employees as defined in Ohio Revised Code 4117.01(I), except casual employees, substitute teachers who are employed on a day-to-day basis, and all Supervisors and Management Level employees as defined in ORC 4117.01(F) and (K), respectively.

“Casual Employee” shall be defined as a person who is employed at uncertain times or irregular intervals.

“Supervisor and Management Level Employees” shall be defined as the Superintendent, Directors, Principals, Assistant Principals, Certified/licensed District Supervisors, Administrative Coordinators, or any other certified/licensed employee who has authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other certified/licensed employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment, provided; however, certified/licensed employees who are Department Chairpersons or consulting teachers shall not be deemed Supervisors, but shall be members of the Association’s bargaining unit.

No teacher, as defined in Ohio Revised Code Section 3319.09, shall be designated as a Supervisor or a Management Level employee, unless he/she is employed under a contract governed by Ohio Revised Code Section 3319.01, 3319.011, 3319.02, or 3319.03.

- C.** Recognition of the Association as the exclusive representative of members of the above-defined bargaining unit shall be for the term of this written Contract, without challenge, as provided for in Ohio Revised Code 4117; and will continue thereafter until a challenging employee organization is legally successful in gaining exclusive representation rights as provided for and in strict compliance with provisions set forth in Ohio Revised Code 4117.

## **ARTICLE 2. NEGOTIATIONS PROCEDURE**

### **A. ORGANIZATIONAL STRUCTURE**

1. The negotiating teams shall consist of no more than five (5) persons each.
2. Any team member or observer, including the spokesperson, may be changed at any time so long as team size does not exceed five (5) persons.

### **B. NEGOTIATIONS SCHEDULE**

1. Negotiations for a Successor Contract shall open between February 1 and April 1 of the last year of this Contract.
2. Either party shall open negotiations by notifying, in writing, the other party and the State Employment Relations Board (SERB) that it is calling for the opening of negotiations. The official representative of each party shall establish a date, time, and place for the first session.
3. At the first session, each party shall submit complete written proposals. No new item shall be submitted by either party after the opening session, except by mutual consent.
4. As negotiated items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by a representative of each party.

### **C. AGREEMENT**

1. When tentative agreement is reached on all items being negotiated, a final written copy shall be submitted to the Association for ratification and then to the Board at its next regular or special Board meeting for adoption.
2. There shall be two (2) signed copies of any final Contract. One (1) copy shall be retained by the Board, and one (1) by the Association. The Association shall compile and print the Contract. Each teacher shall be provided with a printed copy of the Contract. The Association and the Board shall each be provided with fifty (50) extra copies of the printed Contract. The Board and the Association shall split the cost for the printing of the Contract.

### **D. DISAGREEMENT**

1. If agreement is not reached within forty-five (45) days of the expiration of the existing contract, either party may request the assistance of the Federal Mediation and Conciliation Service (FMCS) for the purpose of supplying a mediator. The parties shall meet at the request of the mediator. The mediator shall have no authority to bind either party to an agreement.



The foregoing mediation procedure is exclusive. It shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under Ohio Revised Code Chapter 4117.

**ARTICLE 3. EMPLOYEE WELFARE AND WORKING CONDITIONS**

**A. CITIZENSHIP AND PERSONAL FREEDOM**

1. The full legal rights of citizenship shall be enjoyed by all members of the teaching staff with no discrimination exercised due to religious, political, or personal reasons.

**B. ACADEMIC FREEDOM**

1. The parties recognize the faculty and students' rights concerning academic freedom. The teacher is recognized as an expert in the classroom and has the right to vary preparations and presentations so long as the course of study guidelines, as determined by the Administration, are followed.

- C.** All other duties other than normal classroom duties and paid supplemental duties shall be fairly assigned except that no teacher shall be assigned separate duties, the performance of which overlap in time. It is recognized that some teachers may have more non-classroom duties than others.

- D.** Granting or denial of field trips shall be based solely upon cost and educational need.

- E.** Teachers will be provided the opportunity to submit in writing to the Building Principals, by May 1 of each school year, requests for teaching aids, material and equipment necessary to help improve the performance of instructional tasks. A committee of teachers selected by WEA shall meet with the Administration; and the WEA may recommend within sixty (60) days following September 1 of each year, a uniform set of procedures for ordering, approving, and fairly distributing materials and supplies throughout the District. The amount of monies available in the budget categories shall be made known to any teacher upon request.

- F.** The WEA shall be consulted on changes in disciplinary policy with sufficient time for input to the administration prior to Board adoption.

**G. SPECIALIZED HEALTH CARE PROCEDURES**

Bargaining unit members other than certified/licensed school nurses and MH teachers shall not be required to perform any medical procedure on or dispense medication to any student except in emergency situations, nor shall they be required to provide custodial care.

## **ARTICLE 4. TEACHER RESPONSIBILITIES**

### **A. REGULAR**

1. It is recognized that all teachers contracted by the Board of Education have certain common responsibilities. The following are considered common to all teachers:
  - a. All teachers must arrive in their assigned building at the designated time. All teachers must remain in their assigned building until the designated time of departure.
  - b. All teachers must uphold Board policy in the performance of their duties.
  - c. All teachers must complete and return all the reports requested by the Administration.
  - d. All teachers must be punctual in their everyday conduction of classroom duties.
  - e. All teachers must uphold the discipline program of their assigned building.
  - f. All teachers are expected to attend the necessary functions of their grade level or subject area, but attendance is not mandatory. Required administratively-called staff meetings before or after the working day shall not extend beyond sixty (60) cumulative minutes per month, except in demonstrated emergencies.

Teachers will be expected to attend any Open House in that teacher's building, unless excused by the Building Principal.
  - g. Responsibility to Students: The teacher is responsible for providing the best educational atmosphere within his/her capabilities.
  - h. Responsibilities to Community: A teacher of the Waterloo School District is expected to uphold the standards of the school community.
  - i. Responsibilities to Peers: In relation to other teachers, an individual is expected to be cooperative in providing a good educational atmosphere. It is essential that a teacher be congenial and considerate with his/her peers, thus an appropriate working atmosphere will be maintained. In an effort to succeed, all teachers should show respect to each other. In this way, they will set an example to their students of proper human behavior.
  - j. Commitment to the Student: In fulfilling his/her obligation to the student, the educator:

- (1) SHALL NOT, without just cause, restrain the student from independent action in his/her pursuit of learning; and SHALL NOT, without just cause, deny the student access to varying points of view.
  - (2) SHALL NOT deliberately suppress or distort subject matter for which he/she bears responsibility.
  - (3) SHALL NOT on the basis of race, color, creed, or national origin exclude any student from participation in, or deny him/her benefits under any program, nor grant any discriminatory consideration or advantage.
  - (4) SHALL NOT use professional relationships with students for private advantage.
  - (5) SHALL keep in confidence information that has been obtained in the course of professional services, unless disclosure serves professional purposes or is required by law.
- k. Commitment to the Public: In fulfilling his/her obligation to the public, the educator:
- (1) SHALL NOT misrepresent an institution or organization with which he/she is affiliated; and shall take adequate precautions to distinguish between his/her personal and institutional or organizational views.
  - (2) SHALL NOT knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
- l. Commitment to the Profession: In fulfilling his/her obligation to the profession, the educator:
- (1) SHALL accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
  - (2) SHALL NOT use coercive means or promise special treatment in order to influence professional decisions of colleagues.
  - (3) SHALL NOT refuse to participate in a professional inquiry when requested by an appropriate professional association.
- m. Commitment to Professional Employment Practices: In fulfilling his/her obligation to professional employment practices, the educator:

- (1) SHALL give prompt notice to the employing agency of any change in availability of service; the employing agency shall give prompt notice of change in availability or nature of a position.
- (2) SHALL adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.
- (3) SHALL conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
- (4) SHALL NOT delegate assigned tasks to unqualified personnel.
- (5) SHALL use time granted for the purpose for which it is intended.

n. Commitment to Professional Growth

- (1) In an effort to provide their students with the greatest possible educational opportunity, teachers should make an effort to become as knowledgeable as possible in their respective fields. In addition, teachers should make an effort to involve themselves in such professional activities as to increase their potential for educating students. In addition, teachers should become involved in such activities that will provide personal growth and advancement, thus improving their own professional character.

**B. EXTRA**

1. All teachers must conduct extracurricular activities with the same professional attitude as they would their regular classroom activities, if on supplemental contract.
2. Any extra duties for which a supplemental contract is not issued and paid, shall be voluntary.

**C. TECHNOLOGY USE**

1. Bargaining unit members shall take reasonable efforts to monitor student internet usage in class to assure students are adhering to the usage agreement signed by parents and students.
2. Each staff member will sign a network privacy agreement/acceptable use policy prior to use of school technology.
3. The Administration will monitor e-mail/use of internet only for cause.

**D. Both parties are required to live up to this Master Agreement.**

## **ARTICLE 5. SUPERVISING TEACHER/STUDENT TEACHER**

- A.** The Waterloo Education Association offers its full support to the Student Teacher Program; and will attempt, upon request, to aid in the implementation or in finding solutions to any unanticipated problems connected with this program.
- B.** Policies established by the cooperating university, unless they are in conflict with this Master Agreement, shall be followed in the implementation of the Student Teacher Program.
- C.** No Student Teacher shall be assigned to a first-year teacher. A Supervising Teacher shall have no more than one (1) Student Teacher per school year.
- D.** No Student Teacher shall be assigned to any Supervising Teacher without his/her prior consent.
- E.** If there should be a conflict of personalities, or for other reasons as determined by the Supervising Teacher, between the Supervising Teacher and Student Teacher, the Supervising Teacher through the Superintendent may recommend to the cooperating university that the Student Teacher be transferred. Such a recommendation shall in no way be used in adverse evaluation of the teacher.
- F.** The Student Teacher shall not be used as a substitute teacher.
- G.** Since the services rendered by the Supervising Teacher are above and beyond the duties and responsibilities of a regular teacher, the Supervising Teacher shall be paid by the district the amount received from the college/university for those services rendered. The District will treat the payment to the Supervising Teacher as a stipend where all deductions according to law are withheld and dispersed accordingly.

## **ARTICLE 6. CLASS SIZE/WORKLOAD**

- A.** We believe that the academic staff should be large enough to meet the demands imposed by the enrollment, the curriculum and the specific needs of the pupils and the community; and adequate to provide each staff member the opportunity for intellectual and professional growth.
- B.** The Board shall continue to strive to maintain a minimum class size suitable to subject area, with special consideration for children, teachers, class space, educational aides, and funding available.
- C.** The ratio of teacher to pupils on a District-wide basis shall be at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with the state minimum standards for kindergarten through twelfth grade.

The ratio of teachers to pupils in Kindergarten through Fourth Grade on a District-wide basis shall be at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with the state minimum standards for kindergarten through twelfth grade.

- D. A minimum of five (5) full-time equivalent Educational Service Personnel (ESP) shall be employed on a District-wide basis for each one thousand (1,000) pupils in average daily membership.

Educational Service Personnel shall be assigned to at least five (5) of nine (9) areas: Dean of Students, Counselor, Librarian, School Nurse, Visiting Teacher, Social Worker, and Elementary Art, Music and Physical Education. Educational Service Personnel assigned to Elementary Art, Music, and Physical Education shall hold the Special Teaching Certificate/License in the subject assigned.

E. **ELEMENTARY BUILDING RECESS DUTY (LUNCH TIME)**

- 1. Elementary building teachers will not be responsible for supervising lunch time recess (inside or outside).

- F. All special education teachers and speech/language pathologists shall receive one (1) day of release time per year to work on IEPs.

**ARTICLE 7. TRANSFER OR REASSIGNMENT**

- A. Authority to initiate and to accomplish the reassignment or transfer of certificated/licensed personnel is specifically vested in the Superintendent, to whom all certificated/licensed personnel and responsible Administrators may address written requests for transfer or reassignment. Requests must be accompanied by supportive data and reasons. Efforts shall be made to protect the personal preferences and wishes of the individual. The Principal or other personnel in supervisory or advisory capacities will be consulted, and the interests of the school will be considered; however, public interest must supersede the privileges of the District employees, and the requirements of the District must supersede those of a specific school.

B. **ASSIGNMENT**

- 1. A teacher desiring a different assignment shall submit to the Superintendent with a copy to the Principal a letter of interest during the month of April or before.
- 2. By May 1, the Board will announce anticipated vacancies for the upcoming school year in conspicuous locations for ten (10) days, during which time additional letters of interest may be submitted in accordance with Section 1, above. Thereafter, during the month of May, the request of a teacher licensed in the area of need shall be granted and the teacher will be assigned the position. Should two teachers request the same position, seniority will be considered by the Superintendent in determining who will get the assignment. Should no qualified teacher request

transfer to the position, filling the position may be accomplished by means of involuntary transfer, or deferred to the posting procedure set forth in Section C., below, as determined by the Superintendent.

3. Vacancies that occur subsequently will be filled in accordance with Section C., below. A teacher previously assigned involuntarily to a vacancy is free to bid on subsequent vacancies as posted.

**C. VACANCY AND POSTING**

1. A “vacancy” shall be defined as a teaching position which is either newly created or which is unfilled for the following school year because of death, retirement, resignation, termination, or non-renewal; and which the Board intends to fill.
2. Administrative or management level positions will be posted as a matter of information, although they do not fall within the terms of this Agreement.
3. All vacancies that are covered by this Agreement shall be posted in at least one (1) conspicuous location at each school for ten (10) days. Summer posting shall be included with the next pay check; or if requested in writing, mailed. Summer posting deadlines shall be coordinated with pay days.

When a vacancy exists, the Board will attempt to select the most qualified teacher based on experience, specific qualifications, certification/licensure, and seniority. If the qualifications of two or more internal applicants are relatively equal, the qualified full-time teacher with the greatest seniority should normally be awarded the position as determined by the Superintendent. A teacher must meet certification/licensure standards set by the State Department of Education in order to be deemed minimally qualified.

**D. INVOLUNTARY TRANSFER**

In the event the needs of the District require a teacher to be involuntarily transferred, the qualified teacher with the least system-wide seniority should normally be required to make the transfer as determined by the Superintendent.

**ARTICLE 8. REDUCTION IN STAFF**

**A. CAUSE(S)**

1. When by reason of decreased enrollment of pupils, financial reasons, return to duty of regular teachers after leaves of absence, changing course offerings and selections, or suspension of schools or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of teachers, it may, within policies governing the Waterloo School District, make a reasonable, substantiated reduction.

**B. ATTRITION**

1. The number of persons affected by a Reduction In Staff will be kept to a minimum by not employing replacements for employees who die, retire or resign or whose limited contracts are not renewed on the basis of performance. The employment of replacements for some positions may be necessary in the event that employees in the system do not possess the necessary certification.

**C. SUSPENSION OF CONTRACTS**

1. Reductions under this procedure, when unavoidable, will be effectuated at the beginning of the following school year; and shall be accomplished through the suspension of a teacher's contract. Notice will be given on or before April 30.

**D. NOTIFICATION**

1. At least thirty (30) days prior to the notice in C.1., above, the Board shall give written notice to the Association, through its President, of its intent to effect a Reduction in Staff. Such notice shall contain the reason for the Reduction in Staff and the positions affected in each building.

**E. ORDER OF REDUCTION**

1. To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contracts within areas of certification/license.
  - a. Limited contract teachers shall be reduced first utilizing the following order:
    - Certification/Licensure within the affected teaching field.
    - Comparable evaluations as defined in this Agreement.
    - When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
  - b. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
    - Certification/Licensure within the affected teaching field.
    - Comparable evaluations as defined in this Agreement.



- When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.
2. During the term of this Contract, classroom teachers with a Final Summative Rating of Teacher Effectiveness of Accomplished shall be considered to have “comparable” evaluation results. Classroom teachers with a Final Summative Rating of Teacher Effectiveness of Skilled shall be considered to have “comparable” evaluation results. Classroom teachers with a Final Summative Rating of Teacher Effectiveness of Developing shall be considered to have “comparable” evaluations. Classroom teachers with a Final Summative Rating of Teacher Effectiveness of Ineffective shall be considered to have “comparable” evaluation results.

**F. PROCEDURE**

1. On or before November 1 of each school year, the Superintendent shall provide each teacher with a seniority list of all teachers in the system in their areas of certification/licensure. Teachers shall be placed on all lists for which they are certified/licensed. The Association will provide clerical assistance in developing the list. A teacher may appeal his/her seniority listing by filing a grievance within thirty (30) working days of the publication of the seniority list.
2. On or before November 1 of each school year, the Superintendent shall provide each tutor with a seniority list of all tutors in the system. The Association will provide clerical assistance in developing the list. A tutor may appeal his/her seniority listing by filing a grievance within thirty (30) working days of the publication of the seniority list.
3. Seniority shall be determined by the length of service in the District. If two (2) or more teachers have the same length of service, then seniority will be determined by:
  - a. Date of the Board meeting at which the teacher was hired; and then by
  - b. Date on which the teacher submitted a completed job application. Length of continuous service will not be interrupted or affected by authorized leaves of absence.
  - c. In the event all of the above are equal, the Superintendent will determine the order.
4. Teachers selected for Reduction in Staff shall immediately be placed on a Reduction In Staff list. Teachers released for performance reasons shall not appear on this list.

5. The Board shall notify every affected teacher and the President of the WEA of those teachers being released and the recall order. As each person is reemployed, the Board shall notify the Association.
6. A teacher whose contract was suspended because of staff reduction shall, if he/she desires, be placed on the substitute list.
7. A teacher slated for Reduction in Staff with comparable Teacher Evaluation Performance Ratings and higher seniority ranking may “bump” a teacher with comparable Teacher Evaluation Performance Ratings and with less seniority ranking, if certification/licensure is proper and correct.

**G. RECALL**

1. Any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certified/licensed.
2. A suspended limited contract teacher shall remain on the recall list for twenty-five (25) months from the end of the compensation year (normally, August 31). During that time, if there are suspended teachers of the District who are unemployed as a result of Reduction in Staff and who possess the proper certification/licensure to fill a vacancy which may arise, no new teacher(s) shall be hired for such vacancy(ies).
3. The Board shall give written notice of recall by registered or certified letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.
4. Within ten (10) work days of the returned certificate of receipt of offer to return to employment, the teacher shall accept the position by replying in writing or by phone, or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on leave who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Article. It is the teacher’s responsibility to keep his/her address current with the Treasurer’s Office.
5. Teachers returning to employment after a Reduction in Staff shall resume their previous contract status, seniority, salary and fringe benefits held at the time their contracts were suspended.

**ARTICLE 9. EMPLOYMENT OUTSIDE OF SCHOOL HOURS**

No teacher will accept additional remunerated employment during the school day. The nature of outside work must be such as not to interfere with the demands of District duties during the workday, as determined through the classroom observation and evaluation process (Article 12).

## **ARTICLE 10. PERSONNEL FILE**

- A.** The only personnel file, with an inventory sheet, for each certificated/licensed employee, shall be maintained in the Superintendent's Office. Each employee shall be responsible for providing the following information to be included in each personnel file:
1. Completed Application Form.
  2. Copy of current Teaching Certificates/Licenses.
  3. Complete current Official Transcript.
  4. Only new employees will have in their personnel file proof of Tuberculosis X-Ray card or Negative Skin Test results, for only the first year of employment.
  5. Official record of previous years of teaching or administrative experience.
  6. Official copy of discharge from military service, where applicable.
- B.** Except for the items in A. (above), teachers shall be given a copy of any new material that is placed in their personnel file that is not teacher initiated. All teachers have the right, upon twenty-four (24) hour notice, to view the materials in their personnel file with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file, the staff member shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.
- C.** All documents included in a teacher's file shall be dated and identifiable as to source.
- D.** A teacher may request and shall receive one (1) copy of any item in his/her personnel file, exclusive of confidential letters of recommendation or reference.
- E.** Any document in the personnel file that cannot be documented to the satisfaction of the Board as to source, accuracy, relevance, completeness, or timeliness shall be deleted from the file by the Superintendent acting for the Board, and no reference shall be made.
- However, no document shall be removed from a teacher's file without the teacher first being notified in writing.
- F.** The personnel file is to be reviewed in the Administration Office.
- G.** The following items will be kept by the Board Treasurer and will be placed in the personnel file of an employee upon the employee's cessation of employment with the Board.
1. Latest withholding for Federal/State Income Tax.
  2. Latest Insurance Status.
  3. Latest record of Accumulated Sick Leave.

- H.** A teacher will be notified when his/her files are to be examined by anyone other than the Board, the Administration, or their secretaries or agents in the normal conduct of their work, or officers of government-regulating agencies who have access by virtue of their position.
- I.** A teacher may at any time request that obsolete, inaccurate, irrelevant, incomplete, untimely, and/or inappropriate materials be removed from the file. Such request will be reviewed by the Superintendent, and the Superintendent will determine whether to remove the materials.
- J.** Materials in the personnel file for three (3) years shall be removed at the teacher's request, providing there has been no discipline for similar incidents.
- K.** Personnel records of teachers will be maintained in accordance with all applicable State and Federal laws.

## **ARTICLE 11. SCHOOL CALENDAR**

### **A. NUMBER OF DAYS IN SCHOOL YEAR**

1. Consistent with RC 3313.48, and the CBA, the school year for all teaching personnel who are returning employees of the Waterloo Local School District shall be the number of hours submitted to and approved by the Ohio Department of education. In no event shall the number exceed one hundred eighty (180) days multiplied by seven (7) hours and ten (10) minutes for a total of one thousand two hundred ninety (1,290) hours. In addition to these hours, the school year shall also include:
  - a. In-service Day of seven (7) hours and ten (10) minutes the day before school begins.
  - b. In-service Day of seven (7) hours and ten (10) minutes the day after school ends.

The school year for teachers new to the Waterloo Local School District shall be one (1) additional day of seven (7) hours and ten (10) minutes beyond the returning teachers' school year.

2. On NEOEA Day and Martin Luther King Day, schools shall be closed for students and teachers.
- B.** The WEA shall be consulted on the school calendar within sufficient time for input to the Administration, prior to Board adoption.
  - C.** The school day for full-time teachers shall not be longer than seven (7) hours and ten (10) minutes, including travel time from one job site to another, excluding paid supplemental duties. This day shall include a thirty (30) minute duty-free lunch, and uninterrupted

planning periods during the entire week, a total of two hundred twenty-five (225) minutes per week.

- D. The school day for half-time teachers shall not be longer than three (3) hours and thirty-five (35) minutes, including travel time from one job site to another, excluding paid supplemental duties.
- E. Calamity Days: Should the number of days exceed six (6), teachers shall be expected to report to their building from 11:25 – 2:55 to attend to classroom lesson development.

## **ARTICLE 12. EVALUATION OF CERTIFICATED/LICENSED PERSONNEL**

### **A. Purposes**

1. The improvement of instruction.
2. To help the teacher to achieve greater effectiveness in teaching.
3. Provide definite written records of a teacher's performance to be used:
  - a. as evidence of a teacher's performance;
  - b. in advance of position and awarding of continued employment;
  - c. as reference material (for recommendation to other systems);
  - d. on-going plan for improvement of instruction.

### **B. Evaluation Instrument/Instrument Orientation:**

1. The Waterloo Evaluation System shall be the process and forms outlined in Article 12 and in Appendix A.
2. For the 2013-14 school year, no later than September 15, or in the case of a new/reassigned teacher no later than thirty (30) days after initial/reassignment employment within the district, the employer shall provide an orientation that ensures awareness of and an understanding of all processes, procedures, tools, and forms used in the evaluation system.

### **C. Who Will be Evaluated:**

1. The evaluation system covered in Article 12 shall apply to any person employed under a teacher's license or a professional or permanent teacher's certificate in accordance with law, or a permit issued under O.R.C. 3319.301.
  - a. Dean of Students, speech and language pathologists, school psychologists, school nurses, technology coordinator shall have their evaluation

instruments developed through the Waterloo Evaluation System Committee (WESC);

- b. Licensed/certified staff members assigned to work with students less than fifty percent (50%) of the employee's time will be evaluated based only upon the Teacher Performance Evaluation Rubric.
- c. Licensed/certified staff members who spend at least fifty percent (50%) of his/her time providing content-related student instruction will be evaluated using the Teacher Performance Evaluation Rubric and the Student Growth Measures.
- d. School Counselors shall be evaluated by utilizing the Ohio School Counselor Evaluation System ("OSCES").

**D. Evaluators:**

Evaluators shall be contracted non-bargaining unit employees of the Waterloo Local School District. The evaluator must be credentialed as follows:

1. has completed all state-sponsored mandatory evaluation training;
2. and has passed all state-mandated evaluation assessments and received Evaluation Certification through the State of Ohio.

**E. Evaluation Timeline and Requirements:**

1. Observations
  - a. Except as provided in Article 12(E)(3) and 12(E)(4), each evaluation shall include two (2) formal observations of at least thirty (30) minutes each. The week prior to a formal observation the teacher will be notified and a pre-conference for a teacher rated ineffective will be scheduled. Should an emergency occur and the observation and/or pre-conference is not able to be completed as scheduled the above process will be used to reschedule the observation and pre-conference.
  - b. The first formal observation shall occur no later than January 15<sup>th</sup>. The second shall be completed by May 1<sup>st</sup>, and each teacher subject to this System shall be provided with a written copy of the evaluation results by May 10<sup>th</sup>.
  - c. Nothing in this system shall restrict the administration from entering the classroom.

2. Walkthroughs
  - a. Each evaluation shall also include at least two (2) unannounced classroom walkthroughs by the evaluator. All walkthroughs shall occur during the teacher's contractual day. A walkthrough shall be less than thirty (30) minutes.
  - b. Any data collected during the walkthrough that will be used as evidence on the rubric must be placed on the Informal Observation General Form in Appendix A.
  - c. The completed form must be shared with the teacher within five (5) workdays.
  - d. Teachers may provide evidence that to refute any deficiencies identified on the Informal Observation General Form.
3. For those teachers who are on limited or extended limited contracts pursuant to O.R.C. §3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three (3) formal observations must be conducted annually by May 1. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by May 10.
4. Exceptions to Annual Evaluations:
  - a. Accomplished Teacher Effectiveness Rating
    - i. So long as the teacher's student academic growth measure, for the most recent school year of which data is available, is average or higher, a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this System shall be evaluated once every three years. In years that a teacher is not formally evaluated, an individual qualified to conduct an evaluation shall conduct at least one observation of the teacher and hold at least one conference with the teacher.
  - b. Skilled Teacher Effectiveness Rating
    - i. So long as the teacher's student academic growth measure, for the most recent school year of which data is available, is average or higher, a teacher receiving an effectiveness rating of "Skilled" on the teacher's most recent evaluation conducted pursuant to this System shall be evaluated once every two years. In years that a teacher is not formally evaluated, an individual qualified to conduct an evaluation

shall conduct at least one observation of the teacher and hold at least one conference with the teacher.

- c. For years in which a teacher designated as Accomplished or Skilled is not evaluated, observations conducted will be memorialized by utilizing the “Informal Observation: General Form” included on page 73 of the CBA.
  - d. The week prior to the observation the teacher will be notified. Should an emergency occur and the observation is not able to be completed as scheduled the above process will be used to reschedule the observation.
5. Post-Observation Conferences
- a. Within ten (10) working days following the observation a post-observation conference between the evaluator and the teacher will occur. At the post observation conference:
    - i. All observation instruments will be discussed.
    - ii. Upon completion of the conference, the observation instruments shall be signed by both parties. The teacher’s signature shall not be evidence that the teacher agrees with the contents of the observation instruments.
    - iii. The teacher shall have the right to make a written response to the observation results and to have his/her response attached to the observation instruments.
    - iv. One copy of all observation instruments shall be retained by the Building Administrator and one copy by the teacher.
    - v. If the evaluator notes areas of refinement that could result in an ineffective rating, then suggestions will be given by the evaluator to encourage improvement.
6. Peer, student, and parent surveys or evaluations cannot be used to gain evidence in this evaluation process.
7. No evidence shall be collected by electronic monitoring or recording (audio or video) devices during any classroom observation and/or walkthrough.
8. Ineffective Teacher Evaluation Ratings Pre-Observation Conference:
- a. Each formal observation for teachers rated Ineffective shall include a pre-observation conference.
  - b. The purpose of the pre-observation conference is to provide the evaluator and the teacher with an opportunity to discuss the following:



- i. The written lesson plan and unit objective(s);
  - ii. Evidence that supports the Teacher Performance Rubric;
- c. Due to the fluidity of lesson plans and classroom timing, should lesson plans need to be adjusted prior to the actual observation, the teacher shall inform the evaluator and supply new written plans and unit objectives.

**F. Calculating Student Growth Measures**

1. In determining student growth measures, the parties agree to use the Ohio Department of Education’s Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time.
2. The Student Growth Measures component of the summative rating shall only be considered for high stakes employment decisions after three (3) consecutive years of data have been collected.
3. The student growth measure percentages for teachers for the 2013-14 school year shall be as follows:

Elementary/Middle School/High School:

Teacher Category*	% Value-Added	% Vendor Assessment	% SLO’s
A1	50%	0%	0%
A2	10%	0%	40%
B	0%	10%	40%
C	0%	0%	50%

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

4. All teachers and evaluators shall receive an orientation on each vendor assessment used in the evaluation system to measure student growth.

**G. Determining a Summative Effectiveness Rating**

1. Each evaluation will result in a summative effectiveness rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” A summative effectiveness rating is based on the following two categories:
  - a. Fifty percent (50%) of the evaluation will be attributed to Teacher Performance
  - b. Fifty percent (50%) will be attributed to multiple measures of Student Growth.
2. All applicable documents and forms shall be signed by the evaluator and the employee. The employee's signature shall not be evidence that the employee agrees with the contents of the evaluation report of the Final Summative Rating of Teacher Effectiveness Form.
3. The employee shall have the right to make a written response to the Final Summative Rating of Teacher Effectiveness Form and to have his or her response attached to the Final Summative Rating of Teacher Effectiveness Form placed in the employee's personnel file.

**H. Improvement Plans**

1. For the life of this contract, Improvement Plans shall be developed for a teacher by the evaluator in response to an overall Ineffective Rating on the Teacher Performance Evaluation Rubric. The Improvement Plan shall include the components of Appendix A.
2. Resources necessary to implement the Improvement Plan shall be provided by the District.
3. A minimum of six (6) work weeks will be given to the teacher to meet the requirements including target dates and review dates established in the plan.

**I.** An employee shall be entitled to Union representation at any conference held during the evaluation process.

**J.** A teacher may not grieve the substance of an evaluation.

**K. Waterloo Evaluation System Committee (WESC)**

1. Committee Authority
  - a. The Association and the Board agree to create a joint WESC whose charge will be to create and revise, as necessary, the policy, procedures, instrument and forms for the teacher evaluation system.

- b. All recommendations for changes in the evaluation system made by the WESC shall be submitted to the Association and Board for ratification.
- c. In the event of legislative action by the Ohio General Assembly that significantly impacts the provisions found in this article, the Association and the Board agree to reconvene bargaining to determine whether adjustments are appropriate.

2. Composition

The Committee shall be comprised of three (3) Association members appointed by the Association president and three (3) members appointed by the Board or its designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings. Committee members serve one (1) year; however, for the sake of continuity, proper development and revision of the evaluation system, members may be asked to serve more than one year.

3. Operational Procedures

- a. The Committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
- b. The Committee will establish by mutual agreement a meeting calendar and timeline for work completion.
- c. Committee agendas will be developed jointly by the co-chairpersons of the Committee.
- d. All attempts will be made to make decisions by consensus.
- e. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. The ground rules will be reviewed annually.
- f. At each committee meeting the group will select an individual to act as the recording secretary for that meeting.
- g. The Committee will review Student Learning Objectives (SLO's).
- h. Committee members will receive a \$1500.00 stipend each year.

**L. NONRENEWAL**

1. Upon the intent of nonrenewal of any teacher, the Board shall furnish that teacher a written notice by June 1<sup>st</sup>, signed by the Treasurer, stating the reasons for such actions. If said teacher, within ten (10) working days after the receipt of notice from the Treasurer of the Board, requests in writing to the Treasurer a private hearing before the Board, the Board shall provide such a hearing. The teacher(s) so affected shall have the right to be represented by counsel or by a representative of his/her employee organization at this hearing.

- M.** In order to calculate the Final Summative Rating, the Board shall utilize “Option 3” and manually enter performance ratings and all student growth measure data into the eTPES system.

**ARTICLE 13. TEACHER CONTRACTS**

- A.** Contracts for the employment of teachers shall be of two types: Limited Contracts and Continuing Contracts.

1. Limited Contracts

- a. Upon employment, a teacher being ineligible for a continuing contract shall be issued limited contracts in the following order: no more than three (3) one-year limited contracts; three (3) two-year limited contracts; three (3) three-year limited contracts; and thereafter, three (3) year limited contract until eligible for a continuing contract, or a multi-year contract would exceed the retirement age as stated in Ohio Revised Code Section 3307.37.

Any staff now receiving more than a three (3) year contract shall receive, upon the expiration of the current contract, a contract of no less length than the current contract.

2. Continuing Contracts

- a. A continuing contract is a contract which shall remain in effect until the teacher resigns, elects to retire, or until it is terminated or suspended; and shall be granted only to teachers qualified, as described below, holding Professional, Permanent or Life Certificates or a Professional Educator License. The certificates must be in the field being taught.

Holders of a Professional Educator License must also meet either of the following:

- (1) If a masters degree was held at the time of initially receiving a certificate or license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or

- (2) If no masters degree was held at the time of initially receiving a certificate or license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.
- b. The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.
  - (1) The teacher holds a professional educator license, senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.
  - (2) The teacher has held an educator license for at least seven (7) years.
  - (3) The teacher has completed the applicable one of the following:
    - i. If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
    - ii. If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.
- c. Teachers eligible for continuing service status shall be those teachers qualified as to certification/licensure, who within the last five (5) years have taught for at least three (3) years in the Waterloo Local School District.
- d. The Superintendent may recommend reemployment of such teacher under a limited contract for not to exceed two (2) more years, provided that written notice of the intention to make such recommendation has been given to the teacher, with reasons directed at the professional improvement of the teacher, on or before the thirtieth (30th) day of April; and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the teacher, on or before the thirtieth (30th) day of April; but, upon subsequent reemployment, only a continuing contract may be entered into.
- e. A teacher eligible for continuing contract status, employed under an additional limited contract for not to exceed two (2) years, pursuant to written notice from the Superintendent of his/her intention to make such recommendation, is, at the expiration of such limited contract, deemed reemployed under a continuing contract at the same salary plus any

increment granted by the salary schedule; unless the Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy him/her on or before the thirtieth (30th) day of April. (ORC 3319.03 and 3319.11)

- f. When a teacher holding a continuing contract in another Ohio District is employed, State law shall be followed in offering a continuing contract after two (2) years of successful teaching in the Waterloo Local Schools. The two (2) years shall be considered the probationary period. (ORC 3319.11)
- g. If an employee becomes eligible for a continuing contract during a multi-year limited contract, that employee may request, in writing, to be considered for a continuing contract. Within ten (10) days of the receipt of that request, the Superintendent shall respond, in writing. The Board may grant a continuing contract prior to the end of a multi-year limited contract upon recommendation of the Superintendent.

**B. SUPPLEMENTAL CONTRACTS**

- 1. A supplemental contract shall be issued for any extra duty in addition to regular teaching duties. Each supplemental contract shall state the following: "ALL SUPPLEMENTAL CONTRACTS SHALL AUTOMATICALLY EXPIRE AT THE END OF EACH SAID CONTRACT. THE BOARD SHALL NOT BE REQUIRED TO NONRENEW AND PROVIDE NOTICE REQUIREMENTS UNDER OHIO REVISED CODE 3319.11 FOR SUPPLEMENTAL CONTRACTS."
- 2. Except for head coaching positions and the Athletic Director, if the Board agrees more than one person may share a supplemental contract, a separate contract shall be issued to each person and each shall be paid a separate but equal share of the supplemental salary for the position.

C. Limited, Continuing, and Supplemental Contract Forms, and the Salary Notice Form are attached as Appendices B, C, D, and E.

**ARTICLE 14. PAID LEAVES**

**A. SICK LEAVE**

- 1. All teachers shall be entitled to one and one-fourth (1 ¼) Sick Leave days for each month of service [fifteen (15) days per year], cumulative without limit.
- 2. All teachers shall be entitled to an advancement of five (5) Sick Leave days, if the number of days used exceeds the number accumulated. So long as the teacher remains in the employment of the Board, the teacher is required to earn back any advance Sick Leave days, so no loss in pay results. Should the teacher leave the

employment of the Board, be placed on unpaid leave of absence, or die, any remaining advanced sick days will be deducted from the final adjusted pay or estate.

3. Sick Leave days may be used for the following reasons:
  - a. Personal Illness (including medical or dental appointments).
  - b. Personal Injury
  - c. Exposure to contagious disease which could be communicated to others.
  - d. Pregnancy
  - e. Illness, Injury, or Death in the teacher's immediate family. (Immediate Family includes: any resident in the teacher's home, spouse, brother, sister, child, father, mother, grandparents, father or mother-in-law, foster parents, son or daughter-in-law, brother or sister-in-law, stepparents, and foster and stepchildren.)
  - f. Death of a grandchild.
  
4. Procedures for Use of Sick Leave
  - a. All teachers in the District will use the Absence Management System accessed through the Employee Kiosk System to report and process absences. Absences will be reported before 7:00 A.M. Absences reported after 7:00 A.M. must be made to the respective building principal. Certified staff will call their respective building principal should they not have access to a computer network at the time of reporting an absence.
  - b. On the first in-service day teachers will be updated as needed in the proper procedures for reporting absences. All newly-hired staff will be trained upon hire.
  - c. Certified staff will have the ability to submit a 'Favorite Substitutes' list – realizing that having said list does not guarantee only those substitutes will be in their classroom. Teachers wishing to update their favorites list need to submit this, in writing, to the Board secretary.
  - d. It is further agreed that no substitutes will use, complete, or issue any type of evaluative report through the Absence Management System.
  
5. Absences must be processed through the Absence Management System as accessed through the Employee Kiosk System.

**B. ASSAULT LEAVE**

1. Any staff member who is assaulted while performing assigned duties will be granted paid leave of absence for the period so designated by the employee's physician up to thirty (30) working days, and said days will not be deducted from Sick Leave.

2. Absences must be processed through the Absence Management System as accessed through the Employee Kiosk System.

**C. PERSONAL LEAVE**

1. Certified/licensed employees are permitted three (3) Personal Leave days per school year, not accumulative, under the following guidelines:
  - a. Personal days approved shall not be deducted from Sick Leave days. Any unused personal days will convert to sick days at the end of the school year.
  - b. A request for a Personal Leave day must be processed through the Kiosk system and approved by the Building Principal and the Superintendent.
  - c. A request for a Personal Leave day must be submitted at least five (5) days in advance; however, exceptions to this rule may be made in emergency situations by the Superintendent.
  - d. Personal Leave days shall not be approved for the day before or after a legal holiday; however, exceptions may be made for emergency situations.
  - e. Personal Leave days shall not be approved for the day before or after a vacation period; however, exceptions may be made in emergency situations. Personal Leave shall not be used for gainful employment.
  - f. The Superintendent may grant additional Personal Leave days for any reason.
2. Absences must be processed through the Absence Management System as accessed through the Employee Kiosk System.

**D. COMPULSORY LEAVE**

1. Released time shall be granted for subpoenaed appearances by the Court or arbitration hearing. Witness fees and any other compensation received, if any, shall be forwarded to the Board within thirty (30) days of receipt by the employee in order to get regular pay for time released. Where such appearance involves the Association, the parties agree to work to schedule required appearances that will not negatively impact on the delivery of educational services at the Waterloo Local School District.
2. Absences must be processed through the Absence Management System as accessed through the Employee Kiosk System.

**E. JURY DUTY LEAVE**



1. Teachers will be granted leave for jury duty upon request. All jury duty pay shall be remitted to the Board within thirty (30) days of receipt.
2. Absences must be processed through the Absence Management System as accessed through the Employee Kiosk System.

**F. PROFESSIONAL MEETINGS LEAVE**

1. Professional Meetings Leave may be granted to a teacher for the purpose of attending professional conferences, workshops, or conventions, and for visiting other schools. This leave shall be granted upon recommendation of the Principal and the Superintendent and approval of the Board. The Professional Leave days shall not be deducted from accumulated Sick Leave days.

The Board of Education recognizes that professional meetings are important in teacher development.

2. Requests for Professional Meetings Leave must be submitted to the Superintendent at least ten (10) working days in advance of the next regularly scheduled Board meeting.
3. Requests for Professional Meetings Leave shall include, in writing, the total cost to the Board for professional day or days requested by the employee. Total costs, as established by the Board, shall include travel, lodging, meals, registration fees, and the cost of the substitute employee, if a substitute is required.
4. A one-page summary of the conference shall be submitted to the Superintendent, to be forwarded to the Board, within fifteen (15) working days following the use of Professional Leave. This summary will be for informational purposes only.
5. Absences must be processed through the Absence Management System as accessed through the Employee Kiosk System.

**G. CONVERSION FROM PAID LEAVE**

1. Once a paid leave is exhausted, or when a teacher chooses to switch to an unpaid leave of absence, refer to Article 15 (UNPAID/PARTIAL-PAID LEAVES) for the appropriate leave.

- H.** Absences must be processed by the teacher through the Absence Management System as accessed through the Employee Kiosk System within thirty (30) calendar days or else the Board may withhold payment until such time it is completed.

**ARTICLE 15. UNPAID/PARTIAL-PAID LEAVES**

**A. SABBATICAL LEAVE**

1. Any teacher who has completed six (6) consecutive years of teaching in the Waterloo Local School District may be granted a Sabbatical Leave of Absence with one-half (1/2) pay for professional improvement for one (1) quarter [twelve (12) weeks] or one (1) semester, and up to one (1) full school year [thirty-six (36) weeks].
2. Application for Sabbatical Leave for professional study, research, or professional improvement must be made at least sixty (60) days prior to the beginning of such requested leave. The applicant must be notified by the Board of the disposition within thirty (30) days of the receipt of the request. The application for such Sabbatical Leave must be accompanied by an outline of the program of study or research to be pursued, or the proposals for the professional improvement.
  - a. Application will be made to the Superintendent. The applicant will submit plans for use of Sabbatical Leave, and will meet all other requirements as established by a Sabbatical Leave Committee.
  - b. The bargaining unit President shall appoint three (3) members of the bargaining unit (1-Primary, 1-Middle, 1-High School) to serve with two (2) Administrators, or the Superintendent shall appoint two (2) members, on a Sabbatical Leave Committee for final selection.
3. Generally, it is intended that study and other proposals for improvement will include a full graduate load, and will lead to completion of a degree in the member's field or area of professional service if such degree, either undergraduate or graduate, is not already held. Application for leave for travel will outline, in detail, the scope and nature of the travel; will make provision for an itinerary covering a minimum of four (4) months or eight (8) months; will clearly show how such travel will contribute directly to improve classroom instruction, or to improve professional services by the member; and shall give reasons why such travel may not be accomplished when schools are not in session, or when the member is not on duty.
4. Sabbatical Leave for professional improvement will not be granted to any employee more often than one (1) full year of every five (5) consecutive years of service; nor will leave be granted a second time to the same employee when other members of the staff, in sufficient number to fill the quota for the period, have filed a request for and are awaiting such leave. The number of teachers on Sabbatical Leave in any one (1) year will be limited to one (1) for each level -- Primary, Middle, and High School.
5. The amount of partial pay which an employee will receive while on leave, under the provisions of this Section, will equal one-half (1/2) of his/her contract salary for the year and one-half (1/2) benefits effective in September, and will be paid every two (2) weeks.

6. Upon his/her return from Sabbatical Leave, a member's salary and fringe benefits will be the same as he/she would have received had the period of his/her leave been spent in the Waterloo Local School System; and he/she will be returned to the same position if available, or one comparable to it at the same level.
7. All members will, as a condition of approval for Sabbatical Leave for professional growth, sign a written agreement to return to service in the Waterloo Local Schools for a period of at least one (1) year immediately following the satisfactory completion of the program for professional improvement within the specified period, or to refund to the Board all of the partial pay received during the period of leave. The refund requirement will not apply in case of the death of the member while on leave; in cases of illness or injury, the obligation will be deferred until the member can resume his/her employment.
  - a. Refund of pay received on leave may also be required if the Sabbatical Leave Committee judges that the member fails to complete the program of professional improvement, unless such failure was beyond the control of the member.
  - b. If the member terminates service before the end of the one (1) year minimum, a salary refund to the Board will be due proportional to the amount of service not actually rendered.
8. Any recommendation made by the Committee on Sabbatical Leave (see 2.b. above) would be given to the Superintendent, who would in turn make the recommendation to the Board.

**B. MATERNITY LEAVE**

1. Any staff member may use Sick Leave or advancements thereof, for absence due to disability caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom (hereafter collectively referred to as "pregnancy"). Maternity Leave may be used in lieu of Sick Leave after the period of disability, as verified in writing by the physician. A staff member who is pregnant or adopting a child less than one (1) year of age may request and shall be entitled to, a leave of absence, without pay, for maternity or child care reasons, to begin any time during pregnancy; or, in the case of adoption, the receipt of custody; or up to one (1) year for child care after the child is born or adopted. Such leave shall be up to the remainder of the current semester and two (2) additional semesters, or three (3) semesters if leave commences during the first semester. Up to five (5) work days of sick leave shall be granted at the request of a member after adoption of a child prior to unpaid leave being utilized.
2. Application for Leave: Application for Maternity Leave shall be filed on the Leave of Absence Form; and shall contain a statement on the expected date of birth; or, in the case of adoption, the date of obtaining custody; the date on which the leave of absence is to commence, and the term of the leave. In the case of miscarriage or

abortion, the professional staff member shall be entitled to reinstatement at the beginning of the next grading period.

3. The staff member shall present a letter signed by her physician to the Superintendent, verifying the period of time of the disability due to the pregnancy if different from the physician's statement given in Paragraph B.1., above. Thirty (30) calendar days prior to her return to active teaching assignment, the Superintendent shall inform the teacher on maternity leave that she must submit a letter to the Superintendent's Office. The staff member shall submit, in writing to the Superintendent, notification of her intent to return to teaching at least fifteen (15) calendar days prior to her return. The staff member shall be entitled to reinstatement at the expiration of the leave to the general level training assignment held immediately prior to the leave, unless shifts in pupil enrollment dictate, or the job is combined or eliminated.
4. Paternity Leave, up to five (5) work days of sick leave, shall be granted at the request of a teacher who has fathered or adopted a child in accordance with the above provisions.

**C. MILITARY LEAVE**

1. Military leave shall be granted pursuant to O.R.C. §3319.14 and/or 5923.05. Copies of active orders shall be provided to the Superintendent.
2. Military Leave shall not be deducted from accumulated Sick Leave.

**D. OTHER UNPAID LEAVES**

1. Upon recommendation of the Superintendent, the Board may authorize leaves of absence for teachers when it deems such leaves to be reasonable and for good cause.
2. Leaves of absence shall be limited to a period not to exceed two (2) years, and shall be granted only after a written request and full study of each situation.
3. If the leave of absence is granted, all rights of tenure, retirement, accrued leave with pay, salary increments, and other benefits held by the teacher at the time the leave commenced shall be presented and available to the applicant upon return from his/her leave of absence.
4. The Superintendent may recommend to the Board the granting of a leave of absence, without pay, providing the Principal of the school approves, and further provided that the employee has completed three (3) or more years in the District. Conditions for considering a leave of absence are:
  - a. Personal Illness, excepting cases of Disability Retirement; OR
  - b. Official designation as a candidate for an advanced degree; OR

- c. Completion of a minimum of twenty-seven (27) quarter hours at the end of the year's leave of absence.
- d. Other reasonable good and just cause.

**E. NO-PAY-EARN DAYS**

- 1. Once paid leave is exhausted, or a teacher chooses to take day(s) of absence without pay, the teacher must complete the Leave of Absence Form requesting said day(s) on a No-Pay-Earn basis; and may take said day(s) with the Superintendent's approval.

**F. INSURANCE BENEFIT RIGHTS**

- 1. Any staff member on an approved Unpaid/Partial-Paid Leave shall be entitled to request in writing to the Board Treasurer, and receive the right, to be covered by any or all insurances selected by the staff member, provided the staff member pays to the Board Treasurer, in advance each month, the full amount of the monthly group plan premium rate for such selected coverage(s). Any overpayment of premium shall be refunded to the staff member upon termination of leave.

**G. FAMILY MEDICAL LEAVE**

- 1. Upon written application, eligible bargaining unit employees are entitled to a total of twelve (12) weeks of unpaid leave during any fiscal year in accordance with the federal Family and Medical Leave Act (FMLA) for any of the following five (5) reasons: the birth of a child and to care for the newborn child; placement with the employee of a child for adoption or for foster care; serious health condition of the employee's spouse, child, or parent; for a serious health condition of the employee that makes him/her unable to perform the functions of his/her job; or because of any qualifying, exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member of the U.S. Armed Forces and is on covered active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member is entitled to a combined total of twenty-six (26) work weeks of unpaid FMLA leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. During this twelve (12) month period, the eligible employee is entitled to a combined total of twenty-six (26) work weeks of unpaid leave for any of the reasons set forth above. The employee may be required to use any available paid leave concurrently with his/her Family Medical Leave.
- 2. The Board will continue the group health plan including hospitalization and major medical, dental, prescription card, and life insurance coverage during the family leave. The employee will be responsible for the employee's share of the premium, if any.

3. The Board will reinstate the employee to the same position upon return from the Family Medical Leave when the leave originates and terminates within the same school year.

If the leave extends beyond the school year, the employee shall be returned to the same or similar position as held before taking leave. In the event that the same or similar position is not available, the employee shall be assigned to any position for which the employee is certified/licensed.

4. Other benefits accrued prior to the leave will be maintained.

5. Intermittent Leave and Reduced Leave.

- a. Intermittent Leave is taken in separate blocks of time due to a single illness or injury and may include leave of periods as short as those used by the District for sick and personal leave, up to several weeks. Examples include leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of six months, such as for chemotherapy.

- b. Reduced Leave is a leave that reduces an employee's usual number of working hours per work week or hours per work day. Reduced leave is a change in the work schedule for a period of time. The Board reserves the right to transfer the employee to a different schedule that better accommodates the leave and work duties during the period of Reduced Leave.

- c. Only the amount of the leave actually taken may be counted toward the twelve (12) weeks of FMLA Leave to which an eligible employee is entitled.

- (1) The employee must make reasonable efforts to schedule treatments to minimize disruptions.

- (2) The employee must provide reasonable advance notice.

- d. Unless agreeable to the Board, intermittent leaves and reduced schedules are not available for the birth of a child and to care for the newborn child or placement with the employee of a child for adoption or foster care.

6. If both spouses are employed by the Board, the combined entitlement is limited to twelve (12) weeks when the leave is for the birth of a child, care of a newborn child, placement with the employee of a child for adoption or foster care, or the care of the employee's parent with a serious health condition, and twenty-six (26) weeks if the leave is taken for the purpose of caring for a covered service member. The combined entitlement is not limited to twelve (12) weeks when the leave is for the serious health condition of a spouse or child, or the serious health condition of the employee.

7. Leaves for the birth of a child, care of a newborn child, placement with the employee of a child for adoption and/or foster care must be concluded within one year of the date of birth or date of placement or adoption, and must be requested thirty (30) days or as soon as possible in advance of the requested start of the leave.
8. As used in this Article, parent(s), son(s), daughter(s), includes biological, step, adopted or foster, and serious health condition includes both mental and physical conditions.  
  
The Board may request medical verification and certification of the need to be off; including second and in some cases a third medical opinion. The second and third opinion would be at Board expense.
9. The Board may request periodic assurances regarding the employee's intent to return to work while the employee is on leave and/or certification that the employee can resume duties upon return to work.
10. The Board may recover the cost of insurance premiums if the employee does not return to work, unless continued serious health condition, the death of the employee or other circumstances beyond the employee's control prevent the employee from returning.
11. Each party shall retain all other rights accorded to them by the Family Medical Leave Act.

**ARTICLE 16. TUTORS**

<b>A.</b>	<b><u>TUTOR'S INDEX</u></b>		22.94	
	YEARS:	0	1.000	22.94
		1	1.045	23.97
		2	1.090	25.00
		3	1.135	26.04
		4	1.180	27.07
		5	1.225	28.10
		6	1.270	29.13
		7	1.315	30.17
		8	1.360	31.20
		9	1.405	32.23

- B.** Beginning September 1, 1989, all currently employed tutors will be placed at Step 1 and advance, thereafter, one (1) step for each year of service.

- C. The tutor base rate for the 2018-19 school year shall be \$22.94.
- D. Tutors shall be issued limited or continuing teacher contracts as provided under Article 13 of this Agreement.
- E. Tutors shall not be eligible for provisions under Article 15, Section A. (Sabbatical Leave.)
- F. For purposes of compiling the seniority list required by Article 8, Section F.1. of the Master Agreement, tutors shall be considered a separate and distinct area of certification/licensure.
- G. Individuals listed on the seniority list as tutors shall not have the right to displace any teacher.
- H. Teachers will not have the right to displace a tutor.
- I. Auxiliary tutors shall be compensated in accordance with the tutor salary schedule set forth in Article 16 of the Master Agreement.
- J. Experience as a tutor shall not be recognized as service credit for purposes of placement on the teacher's salary schedule if a tutor is employed to fill a regular teaching position.

#### **ARTICLE 17. PARENTAL COMPLAINT PROCEDURE**

- A. At such time a complaint is of such a nature that it could adversely affect the appraisal of a teacher's performance, copies of this complaint will be forwarded to the teacher. No rule or procedure as referred to in this Article shall prohibit a teacher from legal representation, Association representation, or other remedy of law.

#### **B. INFORMAL PROCEDURE**

- 1. Communication between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between the teacher, pupil, parent, Principal and other appropriate staff personnel, including Central Office, should be pursued before using the Formal Procedure outlined below.

#### **C. FORMAL PROCEDURE**

- 1. If such conferences do not lead to understanding and resolution of the problems involved, a parent may pursue further action by submitting a complaint against the employee, which must be in writing to the Principal or Immediate Supervisor; and such a complaint must be filed by the complainant, or the matter shall be considered closed. The Principal or Immediate Supervisor shall give a copy of the request to the teacher.



2. If requested by the complainant or the employee, a meeting involving the employee, the Principal or Immediate Supervisor, and the complainant will be arranged at a mutually convenient time to discuss the complaint.
3. If it is not resolved at that level, it may be appealed to the Superintendent.
4. If it is still not resolved, it may be appealed to the Board of Education, in a closed meeting, by written request to the President of the Board.

**D. WRITTEN COMPLAINTS**

1. Written statements from parents should clearly and concisely state the problem which has arisen; and a copy of all written parental complaints shall be forwarded to the affected teacher(s).

**E.** Any anonymous complaints shall be disregarded and not be used.

**ARTICLE 18. SUBSTITUTING**

**A.** Substitute teachers, duly certificated/licensed, will be provided for each staff member to whom entire class responsibilities are assigned. In the event of a duly certificated/ licensed substitute being unavailable, the following steps will be taken in the order listed.

1. A substitute teacher certificated/licensed at a different level will be assigned.
2. Teachers as Substitutes
  - a. Classes will be divided among other teachers at the same level, if the regular teacher agrees. The Building Principal will ask the teachers to volunteer in the most educationally feasible way.
  - b. Teachers who are asked to substitute during their work day shall have the option of accepting or rejecting such a request, except in cases of emergency. Rejection of a request to substitute during a work day shall not be held against that teacher.
  - c. The rate of any teacher (or group of teachers, if the class is split) who accepts a request by the Administration to cover or split a class of an absent teacher shall be Twenty Dollars (\$20.00) for each class period covered. Sending a class to Study Hall or the Library will only be used as a last resort and the teacher will be paid for each class.
  - d. Payment shall be made at a regularly scheduled pay period, within thirty (30) days. Each building principal shall complete the proper payment form with a copy to the teacher.

- e. Teachers who have been assigned a Student Teacher shall not be asked to leave the Student Teacher with a class of students for the purpose of substituting.
3. The Building Principal will teach the class.
- B.** In cases where a regular teacher is going to be absent for longer than three (3) consecutive days, the same substitute will be retained to teach that class if at all possible. The rationale for this is that we recognize the need to provide continuity, consistency, and good programming for the students in the class.

**ARTICLE 19. INSURANCE**

- A.** The Board of Education shall provide Single or Family Comprehensive Major Medical Insurance coverage. The Board shall pay ninety percent (90%) of the rate for Single or Family coverage.
- B.** The level of benefits of all the Insurance Plans shall remain at least at the level referenced in the Portage Area Schools Consortium, Waterloo Local Schools, Certified Employees Employment Benefit Plans Booklet, effective May 31, 2012.

Beginning July 1, 2018, the Portage Area Schools Consortium Plan Design as outlined in Appendix G, Medical Only Option 1 (\$150 Plan) and Rx Only Opt. 1 (Rx B) shall be in effect.

- C.** Maximum calendar year benefits for in-patient treatment shall be \$50,000 and out-patient shall be \$5,000 per participant for psychiatric, alcoholism, mental, drug-related, and emotional disorders.
- D.** The Board of Education shall have the right to include the following Cost Containment items in its insurance program.
- 1. Voluntary second surgical opinion.
  - 2. Pre-certification and pre-admission testing for in-patient confinements.
  - 3. The pre-existing limitation shall apply to the Comprehensive Major Medical Benefits for newly hired or newly eligible employees AND THEIR DEPENDENTS.
  - 4. A condition is deemed pre-existing if treatment was received or expense incurred during the three (3) months immediately preceding the effective date, except for pregnancy.

The pre-existing limitation of the contract is satisfied after three (3) consecutive months without treatment or twelve (12) consecutive months have expired while covered under the plan.

5. No weekend hospital admission except in emergencies.

Nothing in this provision shall apply to emergency admissions recommended by a licensed practitioner.

- E.** As part of this program, the employees are responsible for co-payments and out-of-pocket expenses as per the benefit plan.
- F.** The Board of Education shall provide Prescription Drug Insurance coverage and shall pay ninety percent (90%) of the rate for Single or Family Coverage.
- G.** The Board of Education shall provide and pay the premium for Fifty Thousand Dollars (\$50,000) of Term Life Insurance for each teacher.
- H.** The Board of Education shall provide Single or Family Dental Insurance coverage for each teacher. The specifications shall be no less than the current Plan, with the addition of an Adult Orthodonture Provision. The Board shall pay ninety percent (90%) of the rate for Single or Family coverage. The Board shall also provide vision insurance benefits for each teacher and pay ninety percent (90%) of the rate for single or family coverage.
- I.** The Board of Education has the right to change insurance carriers after providing for input from the Association, so long as coverage benefits and specifications are not reduced.
- J.** Fringe benefits are provided on a twelve (12) month basis; and teachers under contract on the last work day shall have the benefits, as provided in this Agreement, in full force until the expiration of the twelve (12) month period.
- K.** Employees regularly employed less than full-time or the minimum number of hours required by the Affordable Health Care Act (or other future state/federal legislation) shall be eligible to purchase insurances provided under A., F., G., and H. above, at the group rates at their own expense. Employees shall enroll prior to September 15 of each school year. Such employees must maintain purchased coverage(s) for a minimum of twelve (12) months from the date of enrollment and shall be subject to the same limitations on pre-existing conditions as full-time teachers. In the event the employee or spouse is covered under another insurance plan through retirement, that plan shall be deemed primary.
- L.** Effective January 1, 1993, employees who have alternate health insurance available to them outside the Plan offered by the Waterloo Local Schools may waive participation in any or all health insurance plans offered by the Waterloo Local Schools, provided, however, the alternate health insurance coverage is outside the Portage County School Consortium's Health and Welfare Trust. The following provisions shall apply:
  1. Employees who waive insurance, and do not enroll in the coverage waived under the Comprehensive Major Medical Insurance Plans offered by the Waterloo Local Schools during the policy year shall be paid the sum of One Thousand Dollars (\$1,000.00) at the end of the policy year (January 1 through December 31).

2. Employees who waive insurance and do not enroll in the coverage waived of under the Comprehensive Major Medical, Dental and Prescription Insurance Plans offered by the Waterloo Local Schools during the policy year shall be paid the sum of One Thousand Five Hundred Dollars (\$1,500.00) at the end of the policy year (January 1 through December 31).
3. No later than January 1, 2007, the Board shall establish a Section 125 premium only plan, which shall include the insurance incentives set forth in Section M.1. and 2. of this Article.
4. New employees may also participate in this waiver if hired January 1 or later and be paid on a prorata basis.
5. Prorata payment of insurance bonuses first year of contract.

For purposes of Article 19, the policy year is January 1 through December 31.

#### **ARTICLE 20. SEVERANCE PAY**

- A. The Board will grant a teacher who has a minimum of eight (8) years of service in the Waterloo Local School District and who is retiring from active service with the district through any approved State Retirement System (STRS, OPERS, etc.), Severance Pay equal to the teacher's unused accumulated Sick Leave at the teacher's per diem rate of pay as determined by the employee's final base salary divided by the number of contract days in the school year.
- B. Payment of Severance Pay shall eliminate all accrued Sick Leave days.
- C. The formula for calculating Severance Pay shall be forty percent (40%) of the person's accumulated Sick Leave multiplied by the person's per diem rate of pay, up to a maximum of ninety (90) days.
- D. A teacher shall be paid within thirty (30) days of proof of retirement from any approved State Retirement System.
- E. If a bargaining unit member, who has officially notified the Board of his/her pending retirement, dies prior to the actual receipt of Severance Pay, then the Severance Pay shall be paid to his/her estate.
- F. Upon the death of a bargaining unit member, the district shall pay to the bargaining unit member's beneficiary an amount equal to forty percent (40%) of the employee's accumulated sick leave, up to a maximum of ninety (90) days.

#### **ARTICLE 21. SUPPLEMENTAL SALARY**

- A. **CO-CURRICULAR JOB DESCRIPTIONS**

1. Job descriptions for Athletic Supplementals shall be maintained, reviewed and updated by the Superintendent and the Athletic Director, annually.
2. Job descriptions for Non-Athletic Supplementals shall be maintained, reviewed and updated by the Superintendent, with input from the Administration and the WEA, annually.
3. The current job descriptions shall be on file in the Superintendent's Office.
4. A job description for a position shall not be changed, except with the consent of the individual, during the sports season as defined by the O.H.S.A.A., or for Non-Athletic Supplementals during the school year.

**B. PROCEDURE FOR FILLING SUPPLEMENTAL POSITIONS**

1. By April 1 of each year, a list of supplemental positions that the Board intends to fill will be posted. The order for filling these positions will be: (a) qualified teachers within the District; (b) other qualified teachers; (c) other qualified persons. The Board of Education will act upon those applications at the May Board meeting, except Track/Baseball and Softball. Additional positions will be posted, as needed.

**C. ADDITIONAL POSITIONS NOT ON THE SCHEDULE:**

1. Curriculum Development -- Twenty Dollars (\$20.00) per hour, excluding those persons on extended time during the time when they are still working.
2. All classes taught outside the regular school day and/or during the Summer- Twenty Dollars (\$20.00) per hour.

**D. MILEAGE REIMBURSEMENT**

1. Reimbursement at IRS adopted rate for approved travel.

**E. POSITION DEFINITIONS**

- (1) ATHLETIC DIRECTOR
  
- II. 15%
  - (1) HEAD FOOTBALL
  - (1) HEAD BASKETBALL-Boys
  - (1) BAND DIRECTOR
  - (1) HEAD BASKETBALL-Girls
  
- III. 14%
  - (1) HEAD TRACK BOYS/GIRLS
  
- IV. 12%
  - (1) HEAD WRESTLING
  
- V. 10%
  - (4) ASSISTANT FOOTBALL
  - (1) ASSISTANT BASKETBALL-Boys
  - (1) ASSISTANT BASKETBALL-Girls
  - (1) HEAD VOLLEYBALL
  - (1) ASSISTANT BAND DIRECTOR
  - (1) HEAD BASEBALL
  - (1) ASSISTANT ATHLETIC DIRECTOR
  - (1) HEAD SOFTBALL
  - (1) HEAD SOCCER COACH-Boys
  - (1) HEAD SOCCER COACH-Girls
  - (1) HEAD CROSS COUNTRY
  - (1) HEAD GOLF
  
- VI. 9%
  - (1) ASSISTANT WRESTLING
  
- VII. 8%
  - (1) FRESHMAN BASKETBALL-Boys
  - (1) FRESHMAN FOOTBALL
  - (1) DRAMA
  - (1) FRESHMAN GIRLS BASKETBALL COACH
  
- VIII. 7%
  - [1-3] ASSISTANT FOOTBALL MS
  - [1 or 2] ASSISTANT BASKETBALL-Girls MS
  - [1 or 2] ASSISTANT BASKETBALL-Boys MS
  - (1) YEARBOOK ADVISOR
  
- IX. 6%
  - (3) ASSISTANT TRACK-Boys/Girls
  - (1) ASSISTANT BASEBALL

- (1) ASSISTANT VOLLEYBALL
- [2 or 3] CHEERLEADER ADVISOR HS
- [1 or 2] CHEERLEADER ADVISOR MS
- (1) ASSISTANT SOFTBALL COACH
- (1) ASSISTANT SOCCER COACH
- (1) ASSISTANT GOLF COACH
  
- X. 5%
  - (1) ASSISTANT TRACK-Boys MS
  - (1) ASSISTANT TRACK-Girls MS
  - (1) ASSISTANT WRESTLING MS
  - (1-2) ASSISTANT VOLLEYBALL MS
  - (1) PEP CLUB
  - (1-3) DETENTION DUTY
  - (1) ASSISTANT CROSS COUNTRY MS
  - (1-3) JUNIOR CLASS ADVISOR
  - (1-3) SENIOR CLASS ADVISOR
  
- XI. 4%
  - (1) STUDENT COUNCIL HS
  - (2) ASSISTANT BASKETBALL- B/G, ELEM
  - (10) DEPT/GRADE LEVEL CHAIRS
  - (1) ACADEMIC CHALLENGE/QUIZ BOWL
  
- XII. 3%
  - (1-3) HEAD TEACHER
  - (1) SOPHOMORE CLASS ADVISOR
  - (1) FRESHMAN CLASS ADVISOR
  - (1) MIDDLE SCHOOL YEARBOOK
  - (1) FLAGS ADVISOR
  
- XIII. 2%
  - (1) MS STUDENT COUNCIL
  - (1) NATIONAL HONOR SOCIETY
  - (1) BETA CLUB
  - (1) VIKING LOG
  - (1) LITERARY MAGAZINE
  - (1) SKI CLUB
  - (1) CHESS CLUB
  - (1) MS NEWSPAPER
  - (1) MAJORETTE ADVISOR
  - (1) HIGH FLYERS
  - (1) HONORS CHOIR (ELEM)

1. The number in parenthesis indicates the potential number of paid positions annually.
2. The Board shall continue to have the absolute right to fill or not to fill a supplemental position, but a teacher will be paid if a teacher is requested to perform the duty.
3. Effective September 1, 2003, ten (10) Department/Grade Level Chairperson supplemental positions shall be offered as follows:

K-5                    4 positions  
 6-12                  4 positions by department (science, math, social studies, language arts)  
 K-12                  2 positions (all other areas)

Each of the ten (10) positions shall be paid a four percent (4%) stipend under Section E, Category XI, of this Article. Positions shall begin at “0” years’ experience, except when the position is offered to an incumbent. An incumbent shall retain credit for years of experience. Department Chair positions may be filled or not filled at Board discretion.

A part of the responsibilities of Department/Grade Level Chairpersons will be to participate on Education Committees.

4. Employees holding a year-long supplemental contract or stipend shall receive half the supplemental amount the second pay in January. The cheerleading supplemental (if for 2 seasons) shall be paid one-half of the supplemental at the end of each season.

**F. SUPPLEMENTAL ACTIVITY PAY SCHEDULE (% of BA-0 Base Salary)**

**\$33,945.00 – EFFECTIVE 2018-2019**

YEARS	LEVEL INDEX	(1) 18%	(2) 15%	(3) 14%	(4) 12%	(5) 10%	(6) 9%	(7) 8%	(8) 7%	(9) 6%	(10) 5%	(11) 4%	(12) 3%	(13) 2%
0	1.000	\$6,110	\$5,092	\$4,752	\$4,073	\$3,395	\$3,055	\$2,716	\$2,376	\$2,037	\$1,697	\$1,358	\$1,018	\$679
1	1.080	\$6,599	\$5,499	\$5,132	\$4,399	\$3,666	\$3,299	\$2,933	\$2,566	\$2,200	\$1,833	\$1,466	\$1,100	\$733
2	1.160	\$7,088	\$5,906	\$5,513	\$4,725	\$3,938	\$3,544	\$3,150	\$2,756	\$2,363	\$1,969	\$1,575	\$1,181	\$788
3	1.240	\$7,577	\$6,314	\$5,893	\$5,051	\$4,209	\$3,788	\$3,367	\$2,946	\$2,526	\$2,105	\$1,684	\$1,263	\$842
4	1.320	\$8,065	\$6,721	\$6,273	\$5,377	\$4,481	\$4,033	\$3,585	\$3,137	\$2,688	\$2,240	\$1,792	\$1,344	\$896
5	1.400	\$8,554	\$7,128	\$6,653	\$5,703	\$4,752	\$4,277	\$3,802	\$3,327	\$2,851	\$2,376	\$1,901	\$1,426	\$950

## **ARTICLE 22. SALARY**

- A.** Payment of salaries shall be made over a twelve (12) month period. The total salary shall be paid in twenty-six (26) equal payments, commencing September of each school year and ending in August of each school year. Notification of any Board-instituted changes in payroll deductions will be made, and an explanation of such changes will be made with the paycheck.
- B.** All employees will be required to complete the forms requested by the Board Treasurer prior to receiving the initial check, at the beginning of each school year.
- C.** During the summer, paychecks will be sent to one (1) address of the employee's choosing at Board expense.
- D.** Teachers may receive remaining paychecks from their yearly salary by making a written request to the Board Treasurer by April 15. The amount of money due the employee will be paid in a lump sum on the next regular paycheck following the last work day of the individual. This privilege shall be extended to up to ten percent (10%) of the staff annually.
- E.** Deductions from salary for days docked will be prorated over the remaining pay periods in a school year, if the deductions would exceed forty percent (40%) of a paycheck.
- F.** **ADDITIONAL TRAINING**
  - 1. Staff may move horizontally twice during the school year (at the beginning of the school year or at the beginning of the second semester), provided:
    - a. Academic work is completed satisfactorily.
    - b. Academic work provides sufficient hours to qualify for the next column on the salary schedule.
    - c. Satisfactory evidence of application for the official transcript has been received at the Board Office no more than fourteen (14) calendar days after the beginning of the first or the second semester.
    - d. Above criteria are based on the receipt of the official transcript within sixty (60) days of completion of the course. The intent is not to penalize the teacher because of delays by the university.
    - e. It is understood that second semester raises will only apply to the remaining days of the school year, and may not be retroactive.
- G.** Each paycheck stub will indicate year-to-date totals of cumulative earnings and deductions if, and when, the Board of Education purchases its own computer capable of providing this data.



**H. TEACHERS' SALARY INDEX**

<u>YEARS</u>	<u>NON D</u>	<u>BA/BS</u>	<u>B + 15</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA + 20</u>
STEP 0	0.865	1.000	1.020	1.045	1.090	1.145
STEP 1	0.900	1.045	1.065	1.095	1.145	1.200
STEP 2	0.935	1.090	1.110	1.145	1.200	1.255
STEP 3	0.970	1.135	1.155	1.195	1.255	1.310
STEP 4	1.005	1.180	1.200	1.245	1.310	1.365
STEP 5	1.040	1.225	1.245	1.295	1.365	1.420
STEP 6	1.075	1.270	1.290	1.345	1.420	1.475
STEP 7	1.110	1.315	1.335	1.395	1.475	1.530
STEP 8	1.145	1.360	1.380	1.445	1.530	1.585
STEP 9	1.180	1.405	1.425	1.495	1.585	1.640
STEP 10	1.215	1.450	1.470	1.545	1.640	1.695
STEP 11	1.250	1.495	1.515	1.595	1.695	1.750
STEP 12	1.285	1.540	1.560	1.645	1.750	1.805
STEP 13	1.320	1.585	1.605	1.695	1.805	1.860
STEP 14	1.355	1.630	1.650	1.745	1.860	1.915
STEP 16	1.365	1.645	1.665	1.780	1.895	1.950
STEP 18	1.375	1.660	1.680	1.795	1.915	1.970
STEP 20	1.390	1.675	1.695	1.815	1.935	1.990
STEP 22	1.400	1.695	1.710	1.830	1.950	2.005
STEP 24	1.410	1.705	1.725	1.845	1.970	2.025
STEP 26	1.425	1.720	1.740	1.865	1.990	2.045
STEP 28	1.440	1.740	1.760	1.890	2.015	2.070
STEP 30	1.460	1.765	1.785	1.915	2.045	2.100

**I. WATERLOO SALARY SCHEDULE - EFFECTIVE AUGUST 1, 2018**

B.A. BASE \$31,984

Each teacher will be made whole on their steps; teachers will receive the pay that is indexed on the salary schedule for their current step and will not recoup monies lost during the last two (2) years of step/pay freezes.

WATERLOO SALARY SCHEDULE - EFFECTIVE AUGUST 1, 2018  
 B.A. BASE \$33,945.00

YEARS	NON DEGREE	BA/BS	BA+15 HRS	BA+150 HRS	MAST	MA+20
STEP 0	\$29,362	\$33,945	\$34,624	\$35,473	\$37,000	\$38,867
STEP 1	\$30,551	\$35,473	\$36,151	\$37,170	\$38,867	\$40,734
STEP 2	\$31,739	\$37,000	\$37,679	\$38,867	\$40,734	\$42,601
STEP 3	\$32,927	\$38,528	\$39,206	\$40,564	\$42,601	\$44,468
STEP 4	\$34,115	\$40,055	\$40,734	\$42,262	\$44,468	\$46,335
STEP 5	\$35,303	\$41,583	\$42,262	\$43,959	\$46,335	\$48,202
STEP 6	\$36,491	\$43,110	\$43,789	\$45,656	\$48,202	\$50,069
STEP 7	\$37,679	\$44,638	\$45,317	\$47,353	\$50,069	\$51,936
STEP 8	\$38,867	\$46,165	\$46,844	\$49,051	\$51,936	\$53,803
STEP 9	\$40,055	\$47,693	\$48,372	\$50,748	\$53,803	\$55,670
STEP 10	\$41,243	\$49,220	\$49,899	\$52,445	\$55,670	\$57,537
STEP 11	\$42,431	\$50,748	\$51,427	\$54,142	\$57,537	\$59,404
STEP 12	\$43,619	\$52,275	\$52,954	\$55,840	\$59,404	\$61,271
STEP 13	\$44,807	\$53,803	\$54,482	\$57,537	\$61,271	\$63,138
STEP 14	\$45,995	\$55,330	\$56,009	\$59,234	\$63,138	\$65,005
STEP 15	\$45,995	\$55,330	\$56,009	\$59,234	\$63,138	\$65,005
STEP 16	\$46,335	\$55,840	\$56,518	\$60,422	\$64,326	\$66,193
STEP 17	\$46,335	\$55,840	\$56,518	\$60,422	\$64,326	\$66,193
STEP 18	\$46,674	\$56,349	\$57,028	\$60,931	\$65,005	\$66,872
STEP 19	\$46,674	\$56,349	\$57,028	\$60,931	\$65,005	\$66,872
STEP 20	\$47,184	\$56,858	\$57,537	\$61,610	\$65,684	\$67,551
STEP 21	\$47,184	\$56,858	\$57,537	\$61,610	\$65,684	\$67,551
STEP 22	\$47,523	\$57,537	\$58,046	\$62,119	\$66,193	\$68,060
STEP 23	\$47,523	\$57,537	\$58,046	\$62,119	\$66,193	\$68,060
STEP 24	\$47,862	\$57,876	\$58,555	\$62,629	\$66,872	\$68,739
STEP 25	\$47,862	\$57,876	\$58,555	\$62,629	\$66,872	\$68,739
STEP 26	\$48,372	\$58,385	\$59,064	\$63,307	\$67,551	\$69,418
STEP 27	\$48,372	\$58,385	\$59,064	\$63,307	\$67,551	\$69,418
STEP 28	\$48,881	\$59,064	\$59,743	\$64,156	\$68,399	\$70,266
STEP 29	\$48,881	\$59,064	\$59,743	\$64,156	\$68,399	\$70,266
STEP 30	\$49,560	\$59,913	\$60,592	\$65,005	\$69,418	\$71,285

- J. There shall be parity for all employee group raises.

### **ARTICLE 23. DEDUCTIONS**

- A. **VOLUNTARY DEDUCTIONS:** Certificated/Licensed personnel may request the following payroll deductions, upon completion of the proper forms submitted to the Board Treasurer prior to September 15 of each school year. Employees shall be permitted to change the amounts of their deductions two (2) times per year by October 1, or May 1.

1. Hospitalization Insurance
2. Major Medical Insurance
3. Life Insurance
4. Tax-Sheltered Annuities
5. Educators Mutual
6. United Way
7. United States Savings Bonds
8. Fund for Children & Public Education (FCPE)
9. Association Dues
10. Fair Share Fees
11. Credit Union

B. **ASSOCIATION DUES/FAIR SHARE FEE**

1. Association Dues
  - a. The Board will deduct, beginning on the second pay in September, from the pay of each bargaining unit employee who in writing so authorizes it to do so, the required amount of fees for the payment of Association Annual Unified dues twice per month. Corresponding deductions shall be made beginning on the first pay after employment for those teachers who join the Association in mid-year. Deductions shall be made with no cost to the employee or the Association.
  - b. Dues rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining the amounts to be payroll-deducted.
  - c. All monies from Association memberships shall be direct deposited to the WEA Account within ten (10) days from when the deduction was made and each transmittal shall include the name of each employee for whom the deduction was made and the amount each employee paid.

2. Fair Share Fee: The Waterloo Local School District Board of Education agrees, as a condition of employment, for the payment to the WEA of a Fair Share Fee by each teacher who elects not to become or remain a member of the Association.

Payroll deduction of such Fair Share Fee shall start the first pay period on or after January 15<sup>th</sup>. The first deduction shall include a one-time catch up amount that is proportional to the amount of fees collected from Association members prior to January 15<sup>th</sup>. All monies from Fair Share Fees shall be direct deposited to the WEA Account within ten (10) days from when the deduction was made, and each transmittal shall include the name of each employee for whom the deduction was made and the amount each employee paid.

- a. Fair Share Fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining the amounts to be payroll-deducted.
- b. Upon timely demand, nonmembers may appeal to the Association the payment of the Fair Share Fee pursuant to the Internal Rebate Procedure adopted by the Association, or such nonmembers may submit such appeals as provided by law.
- c. The Internal Rebate Procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the employee organizations in the realm of collective bargaining.
- d. The Union hereby indemnifies the Board against any and all claims, demands, and any and all other forms of liability which may arise by reason of the Board's actions in deducting and forwarding Union dues, initiation fees, assessments, and/or fair share fees pursuant to this provision.

- C. All deductions shall be paid twice per month to the appropriate institution or company.

## **ARTICLE 24. ASSOCIATION RIGHTS**

### **A. GENERAL ASSOCIATION RIGHTS**

1. So that the Association, through a designated spokesperson, shall have the right at all regularly scheduled or special meetings of the Board to speak to any issue which might affect members of the bargaining unit, the Board meeting agenda shall have a place on the agenda, prior to Board action, to recognize visitors, including the Association, if a written request is presented to the Treasurer prior to the meeting.

2. The Association President shall be provided with one (1) copy of the Board meeting agenda prior to each Board meeting, and other such materials as are provided to the Board.
3. The Association, or its representatives, shall participate in Initial Orientation for New Teachers. The Association shall be given notice of orientation meetings.
4. Names and addresses of newly-employed teaching staff shall be provided to the Association as early as practical following Board approval of their contract.
5. The Association President shall receive from the Board, a Directory listing the names, classifications, and location on the record of all employees of the Board. This Directory will be provided on or before October 1 of each year.
6. The Board, recognizing the importance of a well-informed teaching staff and an active representative Association of the certificated/licensed staff, does, therefore, grant ten (10) days of Released Time from teacher duties for the Association as representative of the certificated/licensed staff. These days shall serve as payment in full to the Association for its job as liaison between the Board and all its certificated/licensed staff. Minimum use will be in one-half (1/2) day blocks. (The form will be attached as Appendix F.) A minimum of three (3) working days' advance notice shall be given to the Principal and the Superintendent. Less notice may be given if approved by the Superintendent. For the benefit of children, attempts will be made not to have more than one (1) Association member on Association Leave at the same time from the same building.
7. The Association, or any committee thereof, shall have the right to use school buildings and facilities, without charge, for professional meetings at times when a custodian is normally on duty. A request will be submitted to the Building Principal at least twenty-four (24) hours in advance of the meeting. In emergencies, the Superintendent will be notified and will grant approval prior to the meeting.
8. The Board agrees that the Association shall have the right to meet during school time for a maximum of two (2) meetings per year, to be conducted during teacher inservice days. Each of these meetings shall be no longer than one and one-half (1½) hours, and shall be first arranged with the Superintendent at least ten (10) working days prior to such meeting. All other meetings shall be conducted after school hours, or at such times as not to interfere with job responsibilities.
9. The delegate and alternate to the OEA/NEA Convention shall be released under Professional Meetings Leave. The Board's sole responsibility is providing the paid Release Day and the substitute teacher, if necessary. Further, any other payment provided by Professional Meetings Leave shall not be the responsibility of the Board of Education.

10. If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be offered, but not required, the opportunity to have a representative of the Association present in any meeting with the Board of Education or its agents.

**B. ASSOCIATION BUILDING RIGHTS**

1. Use of bulletin boards within the school office and teacher lounges.
  2. Use of Public Address System for brief announcements.
  3. Right to make announcements at faculty meetings.
  4. The Association, or committee thereof, shall have the right to use the following school-owned equipment without charge when not in use for other school business: typewriters, copy machines, duplicating machines, duplicating equipment, audio-visual equipment, email, and fax machines. Use of such equipment off school premises must be approved in advance by the Principal or other person in charge of the equipment, at least twenty-four (24) hours in advance of the requested use, except in emergencies. The Association shall reimburse the Board for supplies used, and shall assume the financial responsibility for loss or damage to said equipment while in use by the Association.
  5. The Association, or its representatives, may communicate with individual teachers during the individual teacher's preparation period or lunch. The conduct of such business shall be such as not to interfere with instruction. If the representative is from outside the building, then that representative shall check in with the Principal's Office upon entering the building.
  6. The Association may use the internal mail system of the school and place Association communication in the mailboxes provided each teacher in the school system.
- C. The Association agrees to live up to this Master Agreement.

**ARTICLE 25. FACULTY ADVISORY BOARD**

- A. For each building, a Faculty Advisory Board, consisting of the Principal and four (4) staff members elected by their peers, shall be included for recommendations in decisions directly affecting noncurriculum teaching duties and Building Policies in that building.
1. A chairperson for this Faculty Advisory Board shall be elected by, and from, the four (4) faculty members.
  2. A Recorder shall be chosen from this Faculty Advisory Board whose function shall be to keep topical records of the meetings and recommendations made, and to

inform the staff members in that building in writing of the proceedings of such meetings.

- B.** The Faculty Advisory Board shall be elected in September, for a term of one (1) year. The election shall be conducted by a committee made up of the members of the Faculty Advisory Board from the previous year. Nominations for members of this Faculty Advisory Board shall be in writing and given to any member of this committee during the first two (2) weeks of school. A meeting, at normal faculty meeting times, of the entire certificated/licensed staff, shall be called some time in the third or fourth week of school for the purpose of holding an election of these offices. This election shall be conducted by secret ballot. The ballots shall be counted at the meeting by all members of the committee not seeking reelection, and the results of the election shall be announced to the staff at that time.
- C.** One further function of the Faculty Advisory Board shall be to be present when any ballot count, other than this election, is made in that building.
- D.** Regular meetings shall be held once during the first week of each grading period. All minutes and specific recommendations shall be forwarded to the Superintendent and the WEA President.
- E.** The chairperson shall call special meetings as the need arises.
- F.** All meetings shall be conducted at any time other than during teaching times and at such times as is mutually agreed to by all members of the Faculty Advisory Board.
- G.** It is understood that there will be no supplemental contracts and no remuneration for members of this Faculty Advisory Board.
- H.** **PROCEDURE FOR AGENDA AND MEETINGS**
  - 1. The chairperson shall accept, from the teaching staff, items to be included on the agenda. Said items shall include name of the complainant, details surrounding the issue, and a proposed solution.
  - 2. The Principal may add any item he/she wishes to this agenda, as long as he/she notifies the chairperson prior to the meeting.
  - 3. At the meetings, items will be discussed fully and a resolution of apparent problems will be attempted.
- I.** The Faculty Advisory Board shall not deal with teacher discipline matters or with any interpretation or modification of this Contract.



## **ARTICLE 26. PROFESSIONAL DEVELOPMENT PROGRAM**

- A.** The Board of Education shall appropriate for each fiscal year, a sum sufficient to provide Eighteen Thousand Dollars (\$18,000), to provide reimbursement to teachers/tutors for earned college credit, subject to the following conditions:
1. The teacher/tutor shall have taught in the Waterloo Local Schools for a minimum of three (3) years.
  2. The college course must be taken in Education, in or toward an area or additional area(s) of any certification/licensure permitted by the State Department of Education, or in the specific discipline as currently certified.
  3. The unused portion of the sum appropriated above shall be paid to qualifying teachers for courses taken during summer sessions.
  4. Available monies shall be provided to reimburse qualified teachers/tutors on a first-come/first-served basis.
  5. Upon approval through LPDC, courses through an accredited college or university shall be approved for reimbursement.
  6. The teacher/tutor shall submit written proof in the form of an official transcript of completed credit at an accredited university, with a passing grade, to the Superintendent, at the conclusion of the quarter in which the previously approved course was taken.
  7. A teacher/tutor qualified for such reimbursement shall be reimbursed for the cost of courses approved in accordance with the procedures established herein, at the rate of Two Hundred Dollars (\$200.00) for each quarter hour [Three Hundred Dollars (\$300.00) per semester hour] successfully completed not to exceed nine (9) quarter hours [six (6) semester hours] annually (September 1 – August 31) per teacher, provided the preceding provisions of this Section have been met. No teacher/tutor shall be reimbursed for more than his/her actual cost.
  8. The reimbursement is to be payable as a single sum in the next salary check following presentation of satisfactory evidence that the course work has been successfully completed.
  9. Each teacher/tutor receiving reimbursement under this Section, prior to his/her receipt of such reimbursement, shall agree that he/she will teach in this District for at least one (1) full school year following receipt of such reimbursement. If such teacher fails to teach in the District for the required period, the amount of such reimbursement received during the prior school year shall be deducted from said teacher's final pay.

10. Bargaining unit members not required to seek approval through LPDC shall receive reimbursement for courses related to their field of employment upon approval of the Superintendent.

**B.** Preference shall be given to those members of the bargaining unit who are required by the New Certification/Licensure Standards to take Continuing Education.

**C. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

1. Purpose. The Local Professional Development Committee (LPDC) shall be established to oversee and review coursework, continuing education units, and/or other equivalent activities that a district educator proposes to complete meets the standards adopted by the State Board of Education for the renewal of educator licenses.

2. Term of Office. The term of office for members serving on the Committee shall be two (2) years.

3. Committee Composition and Selection.

a. The Committee shall be comprised of five (5) members as follows: three (3) teachers, one (1) principal, and one (1) other district employee.

b. The three (3) teacher members shall be appointed by the WEA President. The principal and other district employee members shall be appointed by the Superintendent.

c. In the event of a vacancy, the Committee member shall be replaced in accordance with 3.b. above.

4. Chairperson. The Committee chairperson shall be determined by majority vote of the committee members.

5. Decision Making. Decisions shall be made by majority vote of the Committee members present and voting. Four (4) members present shall constitute a quorum.

6. Training.

a. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.

b. If the available training is during work hours, the Committee members shall be given paid release time to attend. Committee members may apply for professional leave, subject to approval of the district, for training that occurs outside the regular workday or work year.

- c. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.
7. Meetings and Compensation.
  - a. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year, the Committee shall post in each building its meeting schedule. Additional meetings may be scheduled as necessary.
  - b. Committee members shall be paid a stipend of One Thousand Five Hundred Dollars (\$1,500.00) per year for Committee work performed outside the regular workday or work year.
8. Appeals Process. The appeals process utilized shall be as adopted by the LPDC and included within its by-laws.

## **ARTICLE 27. GRIEVANCE PROCEDURE**

### **A. DEFINITION OF TERMS**

1. A “grievance” shall be defined as: A condition resulting from an alleged violation, misapplication, or misinterpretation of this Master Contract.
2. A teacher may file a grievance. A grievance that affects more than one (1) teacher may be filed by one (1) teacher, a group of teachers, or the Association on behalf of all others similarly affected.
3. “Days” shall refer to working days when school is in session as part of the adopted calendar.
4. Continuing violations may be grieved, but the grievant may only go back thirty (30) days for relief in a continuing violation.

### **B. GENERAL PRACTICES**

1. Time limits may be altered by mutual agreement, in writing.
2. A grievance may be withdrawn at any level without prejudice or record. Failure of Management to act within the time limits permits the grievance to be appealed to the next step.
3. Copies of all written decisions or communications shall be sent to all parties and the Association.

4. Reprisals shall not be taken against any involved parties for participating in the Grievance Procedure.
5. Management and the Association shall be permitted to maintain a grievance file. Management's file shall be kept separate from personnel records.
6. A grievant shall be entitled to Association representation at all formal steps of the Grievance Procedure.

**C. INFORMAL PROCEDURE**

1. The Informal Procedure shall consist of informal communication between the teacher and his/her Building Principal in an effort to resolve the problem. This meeting will take place within five (5) days of the employee's request to the Building Principal.
2. It is expected that this Informal Step will resolve most problems and further action will be unnecessary. An answer, as to the resolution of the matter from the Building Principal, will be submitted in writing within five (5) days following the Informal Procedure to the aggrieved.
3. A grievant may choose not to use the Informal Procedure.

**D. FORMAL PROCEDURE (See form - Appendix G)**

1. **LEVEL ONE:** If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's Building Principal. If such grievance is not lodged within thirty (30) days following the act or condition which is the basis of said grievance, said grievance shall no longer exist. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of facts upon which the grievance is based, and a reference to the specific breach of the Contract. A copy of such grievance shall be filed with the Superintendent. The employee shall have a right to request a hearing before the Building Principal. Such hearing shall be conducted within five (5) working days after the receipt of such request. The aggrieved employee shall be advised in writing of the time, place, and date of such hearing reasonably in advance, and shall have the right to be represented at such hearing by counsel or by a representative of his/her employee organization. The Building Principal shall take action on the written grievance within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Association, and the Superintendent.
2. **LEVEL TWO**

- a. If the action taken by the Building Principal does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such appeal within five (5) working days from the receipt of the written memorandum of the Principal's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request. The aggrieved employee shall have the right to be represented at such hearing by counsel or by a representative of his/her employee organization.
- b. The Superintendent shall take action on the appeal of the grievance within five (5) working days after the receipt of the appeal or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Association and the Building Principal.

3. **LEVEL THREE**

- a. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee and the Association, such employee may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Board Treasurer. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance, shall be deemed a waiver of the right to appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board, with at least seven (7) days notice, to meet in Executive Session. The aggrieved employee shall have the right to be represented at such meeting by counsel or by a representative of his/her employee organization.
- b. The Board shall act upon such appeal no later than its next regular meeting. Copies of the final action shall be sent to the employee, the Superintendent, the Building Principal, and the Association.

4. **LEVEL FOUR**

- a. If the action taken by the Board does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal the decision to arbitration within ten (10) days of the Board's decision. The demand for arbitration shall be filed with the Superintendent and the American Arbitration Association (AAA). The arbitrator shall be selected and the hearing conducted in accordance with the rules of the AAA or by alternate strike, if agreed upon. Any list shall include at least three (3) residents in Ohio.

- b. Nothing in this Section prevents the parties from agreeing to expedited arbitration, mutual selection of the arbitrator, or mutually naming a permanent arbitrator.
- c. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Contract.
- d. The arbitrator shall be empowered to base the decision upon grievances as defined in Section A.1.a. above, and shall have no power to add to, subtract from, or modify any of the terms of this Contract. If either party feels the arbitrator has exceeded his/her authority according to the Contract and Ohio Statutory/Case Law, that party may appeal the decision to the appropriate Court.
- e. The decision of the arbitrator shall be final and binding upon the parties to this Contract for the duration of its terms. The decision is to be rendered in writing, with copies to the grievant, the Association, and the Superintendent.
- f. The cost of the arbitrator shall be equally borne by the Board and the grievant.
- g. If either party to the grievance views the arbitrator's decision as violating law, the decision may be appealed to the appropriate Court.

**ARTICLE 28. ENTRY YEAR PROGRAM**

The Board of Education will continue to provide an Entry Year/Mentor Program. The Board will provide mentors with a stipend of Eight Hundred Dollars (\$800.00) each year in which they actually serve as a mentor.

**ARTICLE 29. STRS "PICK-UP"**

The Waterloo Board of Education herewith agrees to "pick-up" (assume and pay) contributions to the State Teachers Retirement System (STRS) upon behalf of the employees in the bargaining unit on the following terms and conditions:

- A. The amount to be "picked-up" and paid on behalf of each employee shall equal the amount he/she is required by STRS to pay into his/her account. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" and paid by the Board of Education.
- B. The "pick-up" percentage shall apply uniformly to all members of the bargaining unit.

- C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Employer “pick-up.”
- D. The “pick-up” shall become effective the first day of the 1984-1985 school year and shall apply to all compensation including supplemental earnings thereafter.
- E. It is anticipated that the Internal Revenue Service will treat this contribution “pick-up” by the Employer as Employer contributions for annuity contracts. In the event, however, the Internal Revenue Service requires payment of taxes on the amount paid by the Employer on behalf of the employee, the responsibility for payment of the taxes shall rest with the individual employee.

### **ARTICLE 30. VIKING DIGITAL ACADEMY**

- A. The Viking Digital Academy has been created as an extension of the public education options offered by the Waterloo Local School District. The courses offered through the Viking Digital Academy are aligned with the State of Ohio Academic Content Standards and Waterloo Local School District course offerings. Students enrolled in the Viking Digital Academy are considered Waterloo Local School District students, and as such, all district policies and rules, as found in building student handbooks, apply.
- B. All teachers who participate in the Viking Digital Academy must first complete the training provided by ACE staff.
- C. Students will be assigned a teacher for each course. All efforts will be made to assign a Waterloo Local School District teacher for each course. In the event that a Waterloo Local School District teacher is not available, or is not permitted through ACE to teach a certain course, the student will be assigned a teacher through the ACE Digital Academy.
- D. Only Waterloo teachers who have expressed an interest in teaching in the Viking Digital Academy and who have the proper certification/licensure and HQT status will be assigned students. In the event that multiple Waterloo teachers are available for a subject area, students will be assigned to a teacher based upon seniority, with no teacher receiving two (2) students until all teachers in the subject area have received one (1) student. At the elementary and middle school level, where teachers are able to teach multiple subjects within a grade level, students will be assigned a teacher based upon seniority, with no teacher receiving a student in more than one subject area until all eligible teachers have been afforded the opportunity to receive a student in a subject area. The notification for an opportunity to be assigned a student will be sent to the teacher in an e-mail, the teacher will have five calendar (5) days to respond via e-mail of his/her acceptance/denial of the student.
- E. Waterloo teachers will be paid the teacher fee that otherwise would be sent to ACE Digital Academy. The teacher fee is as follows: \$200 for a full-year class; \$100 for a semester class. When a special education student is enrolled in the Viking Digital Academy and

Waterloo teachers are assigned to the student, a special education teacher will be assigned to the student in addition to the teachers of the course. The special education teachers will be responsible for monitoring compliance with the students IEP. The special education teacher will be paid \$200 per student.

- F. If a student withdraws within the first thirty (30) days of his/her participation in the Viking Digital Academy, payment to the teacher will be prorated on the number of days the student was enrolled. After thirty (30) days, full payment will be made to the teacher upon completion of the student's course or his/her withdrawal, in accordance with the provisions outlined in the Master Agreement detailing the payment of stipends.
- G. Teachers are responsible for entering student grades for interim reports and report cards, just as they would for traditional Waterloo students. The Waterloo Local School District calendar will be followed.
- H. Teachers are encouraged to log in at least once every school day to check if any work needs their attention. If they notice that one of their students is not completing his/her work and/or not logging in daily as required they need to contact him/her. If after they have attempted to contact the student on two (2) separate occasions that student is still not responding, they need to let the student's guidance counsel know right away.

### **ARTICLE 31. TECHNOLOGY USE**

- A. Bargaining unit members shall take reasonable efforts to monitor student internet usage in class to assure students are adhering to the usage agreement signed by parents and students.
- B. Each staff member will sign a network privacy agreement/acceptable use policy prior to use of school technology.
- C. The Administration will monitor e-mail/use of internet only for cause.

### **ARTICLE 32. DURATION AND INTENT OF AGREEMENT**

- A. There shall be no negotiations between the parties except as provided by this Master Agreement.
- B. If any provision of the Total Agreement or any application of the Total Agreement shall be found contrary to the law, the parties shall meet within ten (10) working days of a request



by either party to determine the extent, if any, to which changes must be made. All other provisions of the Master Contract shall remain in force and effect.

- C. Both parties and their constituents agree to comply with the provisions of this Master Contract. This Master Contract supersedes and prevails over all other law, rules, policies and regulations unless contrary to state or federal law.
- D. The Agreement has been negotiated in good faith by the above-mentioned parties, and has been fully explained to the Waterloo Board of Education and the Waterloo Education Association; and, upon their approval, shall become effective July 1, 2018, and shall run through June 30, 2019.
- E. “Days” as used in this Agreement, unless otherwise provided, shall be school calendar days.
- F. This Master Agreement supersedes the Master Agreement dated July 1, 2013, through June 30, 2016.

This Master Agreement and Appendices were accepted by the Waterloo Education Association on \_\_\_\_\_, 2018.

This Master Agreement and Appendices were accepted by the Waterloo Board of Education at the meeting of \_\_\_\_\_, 2018.

**SIGNATURES TO AGREEMENT**

**FOR THE BOARD OF EDUCATION**

**FOR THE ASSOCIATION**

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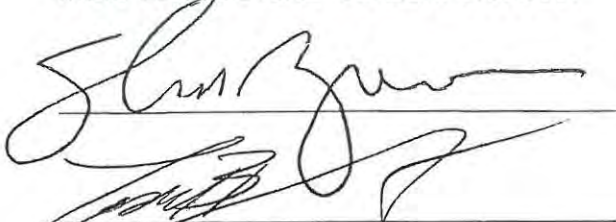
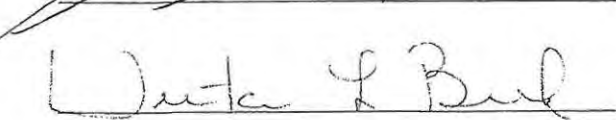
This Master Agreement and Appendices were accepted by the Waterloo Education Association on May 31st, 2018.

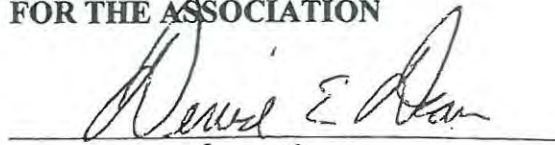

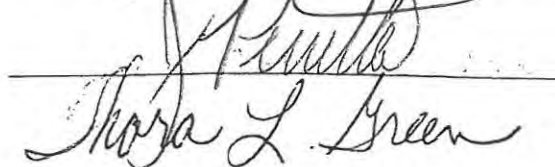
This Master Agreement and Appendices were accepted by the Waterloo Board of Education at the meeting of June 14, 2018.

**SIGNATURES TO AGREEMENT**

**FOR THE BOARD OF EDUCATION**

**FOR THE ASSOCIATION**

  
\_\_\_\_\_  
  
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Walter L. Buel

  
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\_\_\_\_\_  
Thora L. Green

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

**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.*

**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 Proficient level or above.

**Pre-Observation Planning and Lesson Reflection Resource Questions**

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

## INSTRUCTIONAL PLANNING

### **FOCUS (Standard 4: Instruction)**

- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

### **ASSESSMENT DATA (Standard 3: Assessment)**

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

### **PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS**

#### **(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)**

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

### **KNOWLEDGE OF STUDENTS (Standard 1: Students)**

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

## INSTRUCTION AND ASSESSMENT

### **LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)**

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

### **DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)**

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

### **RESOURCES (Standard 2: Content / Standard 4: Instruction)**

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

### **CLASSROOM ENVIRONMENT**

#### **(Standard 1: Students / Standard 5: Learning Environment)**

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

### **ASSESSMENT OF STUDENT LEARNING**

#### **(Standard 3: Assessment)**

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning / achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

## PROFESSIONAL RESPONSIBILITIES

### **COLLABORATION AND COMMUNICATION (Standard 6)**

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

### **PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)**

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

## 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	<b>FOCUS FOR LEARNING (Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference	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.	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.	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.	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.
	Evidence				
	<b>ASSESSMENT DATA (Standard 3: Assessment)</b>  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.



INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
		The teacher does not use or only uses one measure of student performance.	The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher 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.	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.
	<b>Evidence</b>				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
<b>INSTRUCTIONAL PLANNING</b>	<b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b> (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)  <i>Sources of Evidence:</i> Pre-Conference	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.          The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.          The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
	<b>Evidence</b>				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p><b>KNOWLEDGE OF STUDENTS (Standard 1: Students)</b></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 backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	<p><b>Evidence</b></p>				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> 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 purposeful 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-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</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>
	Evidence				
	<p><b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> 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 matches strategies, materials, and/or pacing to students’ individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
	<b>Evidence</b>				
	<b>RESOURCES (Standard 2: Content; Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	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.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	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.
	<b>Evidence</b>				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>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 no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>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 all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	<b>Evidence</b>				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p align="center"><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p align="center"><i>Sources of Evidence:</i> 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 persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher 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 gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher 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 gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>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 explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				
Professionalism					

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
		Ineffective	Developing	Skilled	Accomplished
<b>PROFESSIONALISM</b>	<p><b>PROFESSIONAL RESPONSIBILITIES</b> (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher 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 collaborate 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 modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	<b>Evidence</b>				

## 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



## Post Conference Planning

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.
  - 1.
  - 2.
  - 3.
- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.
  - 1.
  - 2.
  - 3.

## Four Key Elements of the Instructional Post-Conference

Conducting the Post-Conference: To be discussed at Day 3 Training prior to conducting the post-conference

1. Introduction/Greeting/Establish Length
  - Review Conference Process
  - General Impression Question- “How do you think the lesson went?”
2. Reinforcing the Teacher
  - Identify an area of Reinforcement (ONLY one area)
  - Ask Self-Analysis Question
  - Provide evidence from notes
3. Refining the Teacher’s Skill:
  - Identify an area of Refinement (ONLY one area)
  - Ask Self-Analysis Question
  - Provide evidence from notes

- Give a recommendation for future practice

4. Present evidence and rating connected to the rubric

## Final Summative Rating of Teacher Effectiveness

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

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'S CONTRACT – LIMITED  
O.R.C. 3319.07-3319.08

AN AGREEMENT entered into between \_\_\_\_\_ PARTY OF THE FIRST PART, and the Board Of Education of the Waterloo Local Schools of Portage county, Ohio, PARTY OF THE SECOND PART.

**PARTY OF THE FIRST PART AGREES:**

- (A) To teach in the public schools of said District for a period of \_\_\_\_\_, the \_\_\_\_\_ school year.
- (B) To abide by and maintain the written policies and rules adopted by said Board; abide by and to maintain the Master Agreement between the Waterloo Education Association and the Board; and to carry out the educational programs of the County Superintendent and the Local School Superintendent.
- (C) To give up his/her position, only with the consent of said Board, after the tenth (10<sup>th</sup>) day of July prior to the school year for which he/she has been employed. (See Ohio Revised Code Section 3319.15)

IN CONSIDERATION of the above service, PARTY OF THE SECOND PART AGREES to pay PARTY OF THE FIRST PART the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_) biweekly, payable in twenty-six installments.

ENTERED INTO at Atwater, Ohio, the \_\_\_\_\_.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Treasurer

On contracts for more than one (1) year, the provisions of ORC Section 3319.12 as to Salary Notices Apply.



TEACHER’S CONTRACT – CONTINUING

SECTIONS 3319.01-.07-.08-.11-.12 O.R.C.

AN AGREEMENT entered into between \_\_\_\_\_ and the Board of Education of the Waterloo Local School District in Portage County, Ohio; the said \_\_\_\_\_ hereby agrees to teach in the public schools of said district from the date of this contract until she/he resigns, elects to retire, is retired pursuant to Section 3307.37 of the Revised Code, or until said contract is terminated or suspended as provided by law.

Said \_\_\_\_\_ further agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of the schools of said District; and to abide by and to maintain the Master Agreement between the Waterloo Education Association and the Board of Education.

IN CONSIDERATION of, and for such services, the said Board of Education agrees to pay, at the Office of its Treasurer, to the said \_\_\_\_\_ the sum of \_\_\_\_\_ annually. Said sum to be payable in a specified number of monthly installments as shall be indicated in notices to be sent annually, as provided by law.

Entered into at Atwater, Ohio, this \_\_th day of \_\_\_\_\_, \_\_\_\_ \_\_.

Degree Status:  
Yrs. Service Credit:

\_\_\_\_\_  
Teacher

Waterloo Local Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
Treasurer

**WATERLOO LOCAL BOARD OF EDUCATION  
SUPPLEMENTAL CONTRACT**

THIS LIMITED CONTRACT entered into between \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_ Ohio, hereinafter referred to as "Teacher", and the  
Waterloo Local Board of Education of Portage County, Ohio, hereinafter referred to as  
"Board", WITNESSETH:

IN ADDITION to Teacher's regular teaching duties, said Teacher does hereby  
promise and agree to perform duties for and in behalf of the said Board: \_\_\_\_\_;  
and further agrees to abide by and maintain the rules and regulations adopted by such  
Board; and abide by/maintain the Master Agreement between the Waterloo Education  
Association and the Board. Such additional duties shall be performed by Teacher during  
the \_\_\_\_\_ school year beginning July \_\_\_\_\_, and ending June \_\_\_\_\_.

IN CONSIDERATION of the duties to be performed by said Teacher, the Board  
promises and agrees to pay the Teacher the sum of \_\_\_\_\_ payable as follows: See  
applicable contract language per the negotiated agreement.

THIS LIMITED CONTRACT entered into at Atwater, Ohio, this \_\_\_\_\_ day of  
\_\_\_\_\_.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Treasurer

**\*"ALL SUPPLEMENTAL CONTRACTS SHALL AUTOMATICALLY EXPIRE AT  
THE END OF EACH SAID CONTRACT. THE BOARD SHALL NOT BE  
REQUIRED TO NON-RENEW AND PROVIDE NOTICE REQUIREMENTS UNDER  
OHIO REVISED CODE 3319.11 FOR SUPPLEMENTAL CONTRACTS".**

**\*\*ALL SPORTS' SUPPLEMENTALS ARE DEPENDENT UPON PROPER SPORTS  
MEDICINE CERTIFICATION.**

**WATERLOO LOCAL SCHOOL DISTRICT  
PORTAGE COUNTY, OHIO  
SALARY NOTIFICATION**

TO:

DATE:

In accordance with O.R.C. 3319.12, you are hereby notified that your salary for the school year \_\_\_\_\_, will be \_\_\_\_\_ dollars, \_\_\_\_\_ each pay, beginning \_\_\_\_\_, and ending \_\_\_\_\_.

**BASIS OF COMPUTATION**

Degree Status:

Regular Service Credit:

**THE BOARD OF EDUCATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Treasurer



GRIEVANCE FORM (LEVEL \_\_\_\_\_)

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

ALLEGED VIOLATIONS, MISINTERPRETATIONS, OR MISAPPLICATIONS OF MASTER  
CONTRACT \_\_\_\_\_ POLICY \_\_\_\_\_, RULE OR REGULATION \_\_\_\_\_.

STATEMENT OF GRIEVANCE (including pertinent provisions of Contract, Policy, Rule or Regulation;  
and be concise): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REMEDY REQUESTED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Aggrieved

Date

DISPOSITION RENDERED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Person Rendering Disposition

Date

**APPENDIX G**

**WATERLOO SCHOOLS  
RX Revised 03/22/11**

Lifetime Max	\$2,000,000*
Deductible	
In Network	\$150/\$300
Out of Network	\$300/\$600
Coinsurance	
In Network	90% to \$4,000
Out of Network	70% to \$3,500
Out of Pocket (incl. ded.)	
In Network	\$550/\$1,100
Out of Network	\$1,200/\$2,400
Copays	
Primary Care	N/A
Specialist	N/A
Emergency Room	N/A
Retail RX Copays	\$5/\$15/\$25
Generic Mandatory	
Mail Order	\$6/\$20/\$40

\*Due to Health Care Reform, at some point, the Lifetime will become unlimited.

