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# **MASTER CONTRACT**

**BETWEEN THE  
WAYNE TRACE BOARD OF EDUCATION  
AND THE  
WAYNE TRACE EDUCATION ASSOCIATION**

**September 1, 2021– August 31, 2024**

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## ARTICLE I

### RECOGNITION

#### PROFESSIONAL NEGOTIATION PROCEDURE AND ASSOCIATION RIGHTS

##### A. ASSOCIATION RECOGNITION

The Wayne Trace Board of Education (hereinafter referred to as the Board), recognizes the Wayne Trace Education Association OEA/NEA (hereinafter referred to as the Association) as the sole and exclusive representative for the purposes and exercises of such rights as defined and set forth in ORC 4117 for all staff members in the employee bargaining unit as set forth in the following paragraphs.

##### B. BARGAINING UNIT

The bargaining unit will be defined as all personnel employed by the Board whether on leave, on per diem basis, or otherwise employed, or any other persons performing or to perform any work normally performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers (K-12, adult, special, vocational), guidance counselors, librarians, school nurses, director of student and staff services, athletic directors, tutors, secretaries, food service personnel, instruction aides, maintenance/custodial staff, bus mechanic and bus drivers. Substitutes employed for ten (10) or more consecutive days shall also be members of the bargaining unit. The Superintendent of schools, assistant Superintendent, if any, principals, assistant principals, Treasurer of the Board, secretary to the Treasurer, Superintendent's secretary, Director of Transportation/Maintenance Supervisor, Curriculum/Testing Coordinator, Director of Food Services, and District Technology Coordinators shall not be members of the bargaining unit.

Wherever the term(s) "professional staff member", "staff member", "staff", "classified employee", "employee", "teacher", "custodian", "sweeper", "secretary", "bus driver", "teacher's aide", "monitor", "cashier", or "cook" appear in this Agreement, they shall be taken to mean a member of the bargaining unit covered by this Agreement.

Fulltime: An employee who is employed to perform a full day's work for the affected classification or assigned position as defined by this Contract for a minimum of 120 days or more in a work year.

Part-time: An employee who works less than a full day in the affected classification or assigned position as defined by this Contract and/or less than the minimal standard of 120 work days.

All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified herein or as may be distinguished by the respective job classification.

Association representation will include any newly created position unless such employment position is among those excluded and noted above.

The Association President or his/her designee will submit a list of the names and addresses of the elected officers of the Association to the Superintendent.

### **C. RIGHTS OF THE ASSOCIATION**

The Association shall be granted the following sole and exclusive organizational rights as the bargaining agent of the instructional staff:

1. Use of all faculty bulletin boards provided for instructional staff information.
2. Payroll deduction of professional dues including Association, Ohio Education Association, and National Education Association. Deductions will be made in twenty-two (22) equal payments beginning with the first check in October.
3. To make Association announcements at general faculty meetings, building and total staff.
4. Use of building public address system for Association announcements in keeping with normal building procedures. All oral communications must be approved by the acting building principal.
5. Use of buildings with prior approval of the building principal.
6. Use of school mail for distribution of Association material.
7. To be a regular part of the Board meeting agenda for rights to speak at such meetings.
8. Use of individual school machines and equipment at reasonable times and when equipment is not in use otherwise. All consumable supplies will be reimbursed to the Board at invoice cost.
9. The Association shall be permitted to transact its official business on school property during the school day as long as it does not interfere with the teaching responsibilities of a teacher or attempt to interrupt normal school activities. The principal has the right to halt any activities which will interrupt normal school activities.

The President of the Association and/or designee and/or Labor Relations Consultant for the Association shall have the right to visit schools and individual teachers so long as such visits will not interfere with the normal teaching duties of the professional staff member to be contacted. Upon arrival at a building, the Labor Relations Consultant will first check with the building principal or his designee prior to making any visitation.

#### 10. Professional Association Leave

- a. Professional Association leave amounting to two (2) days shall be extended to the WTEA President or an assigned alternate for the purpose of attending OEA meetings or conferences.
- b. Professional organizational leave amounting to two (2) days shall be granted to one (1) faculty member delegate for attendance at the annual OEA Convention.
- c. The Superintendent shall receive notification of the dates of the convention and the names of the delegates at least two (2) weeks prior to the days of absence. The

WTEA President or his alternate shall observe a similar notification period concerning the use of the days associated with the President's position.

- d. The Board's obligation toward expenses shall be limited to payment of substitute teachers.

#### 11. Association Membership

Association membership is on an annual basis with the membership year beginning September 1 through August 31. Once a member enrolls, each membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership. A membership list will be provided by the Association to the Board Treasurer by September 15<sup>th</sup> annually.

Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the cancellation period; however, such members shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any right specifically reserved to members of the Association.

In the event an employee severs employment or cancels their membership outside of the cancellation period defined above, the District Treasurer shall deduct all owed and remaining dues from the employees next check immediately following such notification from the Association.

Unless otherwise specified herein, the Board agrees to automatic payroll deduction of an amount equal to the total dues and assessments of the Association from the pay of all bargaining unit members.

In the case of bargaining until employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date following notification from the Association.

- D. FAIR SHARE FEE** – If permitted by law (the two parties will agree to meet to negotiate if necessary)

Fair Share Fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.

Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount not to exceed 100% of the total dues of the Association from the pay of all employees who elect not to become members of the Association or from those who elect not to remain members of the Association.

Payroll deduction of such annual fair share fees for all regularly employed non-Association members shall commence with the first payday that occurs on or after January 15 annually and continue through all remaining pay periods over which Association membership dues and assessments are deducted. Any staff member who plans on paying their Fair Share Fee in a lump sum instead of having payroll deduction will notify the WTEA Treasurer and the district Treasurer's office by September 30<sup>th</sup> of each year.



In the case of employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date on or after the later of:

- (i) Sixty days of employment in a bargaining unit position (which shall be the required probationary period) or
- (ii) January 15th.

Any substitute employed for sixty (60) consecutive days who does not choose to become a member of the Association will be subject to such annual fair share fees retroactive to the first day of employment. Such substitutes working one-half time or less than that of the regular full-time employee shall be subject to fair share fees of one-half (1/2) of the full annual amount withheld from each full-time employment fee payer.

Beginning with the first paycheck after the ninetieth consecutive day of employment or whenever the salary of a one-half (1/2) rate fair share fee payer substitute(s) exceeds one-half of the salary paid to a regular full-time employee, whichever comes first, such substitutes shall be subject to the full annual amount of the fair share fees retroactive to the first day of employment.

Upon notification from the Association that an employee has terminated Association membership, the Treasurer of the Board shall commence the check-off of the annual fair share fee with respect to such former member. The amount of the fee to be deducted by such check-off shall be the total of the annual dues and assessments of the Association less the amount previously paid through employee authorized payroll deduction. The deduction of the amount to be deducted shall commence on the first payday occurring on or after forty-five (45) days from the termination of membership.

Association dues and assessment rates and annual fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll deducted. The Board will promptly transmit all amounts so deducted to the Association.

The Board will accompany each such transmittal with a list of the names of employees for whom all such deductions were made, the period covered, and the amounts deducted for each.

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

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

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

The Association agrees to indemnify the Board of Education for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the Board;
3. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

## **E. PROFESSIONAL NEGOTIATIONS**

### **1. Scope of Bargaining**

Issues of bargaining are recognized as matters of concern to the Board or Association affecting wages, hours, terms, and conditions of employment.

### **2. Definitions**

- a. Day or days shall consist of school days or week days other than Saturday or Sunday.
- b. "Good Faith" bargaining shall be to present proposals, consider proposals, offer counter-proposals, make considerations and concessions and provide positions on behalf of the party represented with the purpose of reaching agreement on issues being discussed.

### **3. Bargaining Teams**

The bargaining procedures shall be conducted between representatives of the Board and Association. These representatives shall be known as the bargaining teams. Each team may consist of no more than five (5) members. Each party represented in the bargaining procedure shall determine who will be its bargaining team representative but shall not select members of the other party involved in the bargaining procedure. Parties will make every reasonable attempt to retain the same team members throughout the negotiations process. Bargaining team members shall be authorized to bargain in good faith.

### **4. Bargaining in Executive Session**

All bargaining sessions shall be in executive session, meaning: only members of the bargaining teams, consultants as provided for in this procedure, and others as

mutually agreed to between the bargaining teams shall be in the room in which the bargaining sessions is being held.

#### **5. Length of the Bargaining Period**

The bargaining period shall be sixty (60) days from the first bargaining session.

#### **6. Consultants**

Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.

#### **7. Initiation of the Bargaining Procedure**

The bargaining procedure may be initiated either by a letter from the Association President to the Board or the local Superintendent. Bargaining must be initiated at least ninety (90) days prior to the expiration of this Agreement. The letter to initiate the bargaining procedure shall include the following:

- a. Date of the writing
- b. Statement that the purpose is to initiate the bargaining procedure.
- c. The name of the representative of the requesting party to be contacted to make arrangements for establishing the initial bargaining session.
- d. Signature and position of the sender of the letter.

Upon receipt of the letter to initiate the bargaining procedure, the receiving party president shall respond with a letter to the representative of the sending party within (5) days of receipt of said letter including the following:

- a. Date of writing
- b. Acknowledgment of receipt of letter to initiate the bargaining procedure.
- c. The name of the representative of the receiving party to contact concerning arrangements for the establishing of initial bargaining session.
- d. Signature and position of the sender of the letter.

#### **8. The Initial Bargaining Session**

Except as may be otherwise agreed, the initial bargaining session shall be arranged within ten (10) days of the date on the letter to initiate the bargaining procedure. The first item of business shall be to establish an agenda, meaning: Arranging the order of issues to be discussed during the bargaining period. No item shall be added to the agenda unless mutually agreed to by both teams.

The initial session, and all future sessions shall not adjourn until a time, place, and date have been established for the next bargaining session, until all matters submitted for bargaining have been agreed to or otherwise resolved.

#### **9. General Provision**

- a. Caucus - Either bargaining team may call for a caucus for a period of a reasonable duration during a bargaining session.

- b. Recess - A recess in the bargaining session may be called for by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place, and date have been established for the next session, which shall not be longer than three (3) days from present session or a mutually agreed upon date.
- c. Ad Hoc Committee - Ad Hoc Committee may be created by the bargaining teams to study a given area and make a report at a specified time as directed by the teams.
- d. Exchange of Information - The Board and Association agree to provide the other, upon request, pertinent information to areas that may be discussed during the bargaining period.
  - 1. Submission of information of mutual concern: The Board and the Association shall exchange information that will be of mutual concern and benefit to each party. Privacy of individuals and individual concerns shall always be respected by both parties. Mutually exchanged information shall be shared with any third parties, except as provided by Ohio Revised Code.
- e. Progress Reports - Each bargaining team shall be responsible to make a periodic progress report to the respective parties they represent during the bargaining period.
- f. Tentative Agreement - As items are discussed and agreement reached, said items shall be reduced to writing and initialed by a representative of each team.
- g. All issues submitted to the bargaining procedure shall be agreed to or otherwise resolved prior to the submission of the issues to the agreement provisions of this procedure.

## **10. Agreement**

- a. Preparing issues for presentation to the Association and Board for approval - When agreement has been obtained on all issues submitted to the bargaining process, or issues have otherwise been resolved, the issues tentatively agreed to shall be reduced to writing and presented to the Association for its approval within five (5) days of the final bargaining session.

Each issue shall include the following provisions in writing:

- 1. Provisions of Agreement
- 2. Date that said provisions are to be implemented

Once the issues have been approved by the Association they shall be submitted to the Board for approval at its next regular or special Board meeting.

When approved by both parties, four copies of the entire Agreement shall be signed by the president of the Association and the president of the Board. Thereupon, the items agreed to shall constitute a revision of, or addition to school district regulations. When applicable, provisions will be reflected in the individual contract or statement of conditions of service as submitted to employees.

- b. Dissemination of Agreement - The Board and Association agree to share the cost of producing and distributing a copy of this Agreement to each member of the bargaining unit.

## **11. Impasse**

- a. Mutually Agreed Alternate Dispute Resolution Procedure:

The impasse resolution procedures herein shall supersede the dispute settlement procedures for mediation and fact finding set forth under ORC 4117.14 as specified.

- b. Responsibilities:

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

- c. Mediation:

If agreement is not reached on matters being negotiated at the end of the negotiating period or not later than thirty (30) calendar days prior to the expiration date of this Agreement, either party may declare an impasse and request that an impartial mediator be appointed. The mediator shall be requested from Federal Mediation and Conciliation Services.

Both parties hereby agree to give, upon request, such information as the mediator deems necessary.

Except by mutual written consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of the declaration of impasse. The parties shall be permitted to postpone or extend the mediation process. All such extensions shall be for a specified period of time. The cost of securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

## **F. LABOR MANAGEMENT COMMITTEE**

At the request of either party, the Labor Management Committee shall convene to discuss matters of concern for either of the parties. Except in cases of emergency or timeliness, such meetings will generally be limited to not more than one per month. The Superintendent and Association President shall be members of the committee and may select not more than four additional persons annually to participate on the committee.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. PURPOSES

The Board, the Administration, and the Association have a mutual concern which recognizes that a well-conceived procedure for grievance adjudication which will resolve the dissatisfactions and redress the legitimate grievance of staff members is essential to the efficient and harmonious operations of the school district.

#### B. DEFINITIONS

**Grievance** - a claim that there has been a violation, misinterpretation or misapplication of:

1. Established Board policy
2. The negotiated agreement

**Days** - the term "days" shall mean all school days when students are in session. The number of days indicated at each step shall be considered a maximum and every effort shall be made to expedite the process.

**Grievant** - Any member of the bargaining unit, any group of members acting as a class, the Association itself acting on behalf of itself or for any member or group of members of the bargaining unit.

**Representation or Representative** - Any member of the Association or its affiliates, any consultant or employee of the affiliate, or legal counsel of the Association or its affiliates.

#### C. GENERAL PROVISIONS

The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

All written documentation as called for in the procedure shall be sent to the receiving party by certified letter or personal service at each step of the procedure. If the service is personal service, the individual making such service shall indicate the time and date of service and the person receiving same shall affix his signature thereto. Email is considered an acceptable tool in communications.

The grievant may be represented at all stages of the grievance procedure by any representative as defined above.

When the grievant is not represented by the Association, the Association shall be notified by the Administration that a grievance has been filed and have the right to have its representative present.

The president of the Association or his designee and the grievant shall receive prior notice at least twenty-four (24) hours in advance of each meeting/hearing held with a grievant after the grievance has been formally filed.

The procedures contained in this Article constitute the sole and exclusive method for redressing any grievance which could be brought pursuant to this Article.

No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.

If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members of the Association, it may be submitted at Step II described herein and the processing of such grievance shall commence at Step II. Class grievances involving more than one supervisor and/or grievances involving the administrator, above the building level, may be filed by the Association at Step II. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II. In addition, the parties may mutually agree to expedite grievance arbitration and advance the grievance directly to arbitration.

When employees schedules permit, grievances shall be presented and handled during regular working hours. Other times for hearings and meetings shall be set by mutual agreement of the parties. No reduction in compensation shall occur for any employees as a result of participation in any grievance proceeding.

The Board, the Administration, and the Association will cooperate with the investigation of any grievance and further, the parties will furnish each other any requested documents required for processing the grievance.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled or required to be present to attend. Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded to both sides. Each hearing shall be provisions for: initial presentation of the grievant's case, presentation of the administration's response/case, cross-examination and/or questioning of witnesses or representatives, and final summaries, with either party having the right at its option to waive any or all of the foregoing.

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. The Association shall have the exclusive right to determine whether any grievance is appealed to arbitration.

If either party misses any of the timelines contained in this Article, the grievance will automatically move to the next step. If either party fails to appear for a scheduled arbitration hearing, the grievance shall be resolved in favor of the party that was present.

A grievance may be withdrawn at any level without prejudice or record.

#### **D. PROCEDURE**

The Board, the Administration, and the Association acknowledge that it is usually most desirable for a staff member and the Administration to resolve problems through free and informal communications. However, should such informal processes fail to satisfy the grievant, and then a grievance may be processed according to the following formal procedures.

## **STEP I**

No later than twenty (20) days after the grievant knew or could have reasonably been expected to have known about the occurrence of the alleged violation giving rise to the grievance, the grievant may, through the Association, submit to the proper immediate administrator who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance form. Said administrator will acknowledge receipt of the grievance form by initialing such completed form. Once the form has been initialed, a copy of the completed form shall be given to the grievant and to the Association representative. Within five (5) days of receipt of the grievance form, the administrator shall contact the Association and schedule a mutually agreeable time to meet to discuss said grievance. Within five (5) days of said meeting, the administrator shall indicate his/her disposition of the grievance in writing and forward a copy thereof to the grievant and the Association.

## **STEP II**

If the grievant or the Association is not satisfied with the disposition of the grievance at STEP I, the Association may initiate STEP II by completing a written Grievance Report form STEP II and submitting it to the Superintendent within five (5) days of receipt of the STEP I response. Within five (5) days after the receipt of the completed said form, the Superintendent and/or his designated representative shall schedule to meet with the grievant and his/her Association representative for the purpose of resolving the grievance. Within five (5) days of such meeting, the Superintendent shall indicate his/her disposition of the grievance in writing, and forward a copy thereof to the grievant, the Association, and Administrator(s) involved.

## **STEP III**

If the grievant or the Association is not satisfied with the disposition made by the Superintendent, the Association may initiate STEP III by completing a proper Grievance Report Form and submitting it to the Board by filing a copy with the Treasurer of the Board and the Superintendent within five (5) days of receipt of the STEP II response. At the next regularly scheduled Board meeting, the Board shall meet with the grievant, the Association representative and the Superintendent or his designee, to review the grievance and attempt to resolve same. Within seven (7) days of such meeting, the Board shall reduce its disposition of the grievance to writing and forward a copy thereof to the grievant, the Association and the Superintendent. Upon mutual agreement of the parties to the grievance, the grievance may be submitted to STEP IV without a hearing before the Board.

## **STEP IV**

If the grievant or the Association is not satisfied with the disposition of the grievance by the party at the previous step, the Association may submit the grievance to an impartial arbitrator by filing a request for arbitration with the Treasurer of the Board and the Superintendent within five (5) days of receipt of the STEP III response. Within three (3) days after the submission of the request, the Association representative and the Superintendent shall meet to select the arbitrator. If no arbitrator is selected within seven (7) days, the demand for arbitration and the request for an arbitrator shall be submitted to the American Arbitration Association in accordance with its rules, which rules [(1) the American Arbitration Association rules for voluntary labor arbitration or (2) the American



Arbitration Association rules for expedited labor arbitration] shall likewise govern the arbitration proceeding. Both parties may be represented at the arbitration hearing.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be limited to the interpretation of the written provisions of the Agreement and Board policy. The arbitrator shall have no power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement or Board policy.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In his/her decision, the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

The arbitrator will render his/her decision in writing within thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted. His/her decision will be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

The fees and expenses for the services of the arbitrator will be borne equally by the Board and the Association.

## **ARTICLE III**

### **EMPLOYMENT PRACTICES**

#### **A. FILING AND MAINTENANCE OF CERTIFICATES**

Except as otherwise expressly provided herein all members of the bargaining unit shall maintain such teaching certificates or licenses as are relevant and necessary for their current assignment. It shall be the responsibility of each member to apply and qualify for the renewal of any such certificate and to file such certificate with the Treasurer of the Board before school starts, if possible, or as soon thereafter as possible, but in any event, not later than October 1 of the school year. Except as noted below, failure to timely file such certificates shall result in the withholding of pay until the certificate is received.

In cases where the failure to file such certificate is not the result of teacher negligence or where the teacher is otherwise fully certified but assigned to an area where they are not fully certified, pay shall not be withheld.

#### **B. SENIORITY**

Seniority Defined

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

Seniority shall begin to accrue from the first day worked in a bargaining unit position.

Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.

Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

Job classification seniority shall be defined as the length of continuous employment of an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. However, prior job classification seniority shall not be forfeited or broken during the period of job training and/or the probationary period when an employee changes job classification.

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.

Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract.

Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time or employees subject to the terms of this Agreement. Only full-time or regular part-time employees shall accumulate seniority.

No employee shall accrue more than one (1) year of seniority in any work year.

## **Seniority Changes for Classified Employees**

As a classified employee moves from one job classification to another, he/she will be able to take all of their seniority with them for the purposes of layoffs.

He/she will receive up to ten (10) years of seniority for the purposes of establishing the proper position on the salary schedule.

## **Equal Seniority**

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above.

Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee who has the greatest number of accumulated days of substitute or part-time service in the district not previously counted as continuous employment, and then;

The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired, and then the order of hire at the Board Meeting where the employee was initially hired and then;

If a tie still remains;

By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated association representative.

## **Superseniority**

For layoff purposes only, certified/licensed employees employed under continuing contract shall have greater seniority than certified/licensed employees employed under limited contract.

For layoff purposes only, the Association president shall be the most senior employee in the bargaining unit.

## **Loss of Seniority**

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Employer.

## **Posting of Seniority List**

In addition to the posting provisions required under the reduction in force provisions, the seniority list shall be posted once annually, by January 15th of each work year. The Employer shall prepare and submit to the Association President a seniority list indicating,

by area of certification, license, or job classification the first day worked<sup>1</sup>, the date of Employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.

The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.

The names of part-time employees shall appear on the seniority list but shall be distinguished from the names of full-time employees by the listing of the extent of their part-time service.

### **Correction of Inaccuracies**

After posting of the seniority list, each employee shall be responsible for advising the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and submit the updated list as noted above. No protest shall be considered after May 10th of the posting of the seniority list and the list shall be considered as final until the next posting.

## **C. JOB DESCRIPTIONS/ASSIGNMENTS**

The Board of Education and Wayne Trace Education Association shall, through committee, develop and write job descriptions for all positions in the district. All new job descriptions must be completed within one month and revisions to existing job descriptions must be completed within two weeks, although extensions may be mutually agreed upon. Once completed, the Board and Association shall coordinate the ratification procedures. Changes to completed job descriptions shall be initiated by the Association or Superintendent. Reviews of completed job descriptions shall be initiated on an as-needed basis. Both the Board and Association agree to modify this agreement, Board policy, and WTEA Bylaws when and if necessary to implement these provisions.

All job descriptions will be reduced to writing with a copy provided to each affected employee as well as copies of all job descriptions being maintained in the central and building offices. As revisions are made in such job descriptions, copies will be provided to each affected employee within five (5) days of any change adoption.

Evaluation forms for certified/classified staff will correspond with job descriptions.

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<sup>1</sup> For current staff, where past Board records do not indicate the first day of employment and where other documentation is not available so as to substantiate the first day of employment the month and year only will be used.

## **D. VACANCIES, TRANSFERS, AND PROMOTIONS**

A vacancy shall be defined as a newly created position or a present position that is not filled. A position needing to be filled due to a large class enrollment advancing from one grade level to the next within a building is considered a vacancy which needs to be posted.

On the first teacher workday the principal and staff shall jointly decide where postings and notices are to be placed for the current school year. All staff members in the building or traveling staff in the district shall be notified of the location in each building. Said posting shall contain the following information:

- a. Type of work/position(s) available
- b. Location of work
- c. Starting date
- d. Rate of pay
- e. Hours to be worked
- f. Classification
- g. Minimum requirements
- h. Deadline for application

All vacancies will be posted internally for five (5) working days to all employees of the school district.

The employer shall notify bargaining unit members of vacancies occurring when school is not in session through use of the electronic messaging system. The process for expedited job postings when school is not in session shall then be followed.

In emergency situations only, the superintendent may request a waiver of the five (5) day posting from the Association President. If the waiver is granted by the Association President, the superintendent may temporarily hire and later post if the Association President deems it necessary.

Vacancies in classified positions shall be filled with the most senior qualified applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by the most qualified applicant from other classifications. If two or more applicants are equally qualified, seniority will be the deciding factor. Based on the job description to be filled, the Superintendent will determine the most qualified applicant.

The filling of vacancies among certified staff positions within the bargaining unit shall be made by the Superintendent on the basis of the following criteria in no particular order:

- a. Instructional/vacant position requirements.
- b. The qualifications of the staff member.
- c. The contribution which the staff member could make to student and to the school system in the new position.
- d. Seniority within the school system as set forth herein.

If two candidates are otherwise equally qualified, the vacancy shall be filled on the basis of seniority and experience within the school system.

Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

When an applicant is not selected for a posted position in the bargaining unit, the Superintendent or designee shall notify the staff member(s) they were not approved for the transfer. The notification to the employee shall be made in person, writing, or by phone.

Bargaining unit members shall not be placed on a lower step (salary schedule, wage scale) due to involuntary transfers.

Any classified bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate of pay for those duties pursuant to the adopted salary schedule for their experience in that assignment, or their regular rate of pay, whichever is greater.

When school is in session, no administrator shall take action to interview any individual until the close of the posting of written notice of a vacancy or newly-created position. During the summer, actions to interview may convene seven (7) days following the initial posting.

The Superintendent may make temporary assignment of personnel into positions in which a vacancy exists. Such appointments shall extend until selection procedures are completed, but not beyond the current school year and not to exceed sixty (60) days, whichever is shorter unless a replacement willing to accept such vacancy cannot be found.

If two candidates are otherwise equally qualified and one applicant can offer a needed extra service to students, such as supervision of extra activities or coaching, consideration will be given to them.

### **Expedited Job Postings Summer Months**

Interested employees shall apply in writing to the Superintendent by 4:00 p.m. of the fifth (5th) calendar day following the notice until July 10 of each year.

For vacancies occurring after July 10 in any year, the posting and application procedures shall be as follows:

- a. All vacancy notices will be posted.
- b. Employees wishing to apply for such vacancies shall give oral or written notification of application to the Superintendent's office no later than 48 hours after the posting.

If the Superintendent is not in receipt of any application within the specified time, or in the event none of the applicants are qualified and appropriate for the position, he may then consider applications from outside the school system.

**Summer school vacancies** - the Superintendent shall prepare a list of all summer positions no later than April 20th of the current school year. A copy of this list shall be sent to each school and posted as set forth above. The list shall include the following information:

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

The Bargaining Unit Member who last held the summer school position(s) shall be given preference over all candidates each year summer school is held. Should the person who last held the summer school position decline the position, the position shall be posted and awarded to the most senior and qualified applicant. If the summer school position remains open after the previous steps are followed, the Board of Education may hire any qualified applicant outside the bargaining unit.

If a non-Bargaining Unit Member last held the summer school position, the Superintendent shall offer the position to the last Bargaining Unit Member to hold the position before following the procedure as outlined in the above paragraph.

The Bargaining Unit Member who last held the summer school position shall notify their immediate supervisor of their desire to be rehired for the position by February 1.

Otherwise, summer school vacancies shall be filled on the basis of seniority, experience and qualifications, in the school system. Professional staff members shall be notified within five (5) days following the May Board meeting that:

- a. They have been hired.
- b. They have not been hired.

#### **Voluntary Transfers:**

Voluntary transfer shall be defined as any transfer where affected staff have made application for such transfer or where such affected staff have agreed to such transfer.

Staff may, at any time, request a transfer to another position for which they are qualified by submitting a request on a form provided by the Superintendent. All such requests shall expire annually on September 30th each year. All such requests shall be considered as applications for any vacancies for which the affected applicant is qualified.

When two or more people, with administrative approval, agree to voluntarily transfer from their position(s), those positions are now vacancies and shall be posted and awarded according to the procedures of the contract.

#### **Involuntary Transfers:**

Involuntary transfers shall be defined as any transfer that is not voluntary.

The parties agree that involuntary transfers of bargaining unit members are to be effected only when there are no qualified voluntary applicants, only for reasonable and just cause, shall not be initiated for disciplinary reasons, and shall be in inverse order of seniority except in such cases where the Superintendent can justify a non-seniority transfer with clear and compelling or for just cause reasons.

## **E. REHIRING RETIRED EMPLOYEES**

### **CERTIFIED EMPLOYEES:**

If certified/licensed employees from the Wayne Trace School District wish to be considered for reemployment, they must indicate this to the superintendent, prior to May 1 of the year of their potential retirement. Their request must include a letter of resignation that states that their resignation is contingent upon being reemployed with the district.

The resignation letter requested under this provision must be received by the superintendent 5 working days prior to the upcoming announced board meeting. If the request is received within 5 working days of a board meeting, the request may be tabled until the next scheduled board meeting. The superintendent will notify the certified employee of the board's decision on reemployment within 2 days of the board meeting.

If a certified/licensed employee is rehired, retired certified employees will be placed at step 10 on the column at the level of experience on the salary schedule, provided they were past this step at the time of being rehired. If the employee was not past this level on the salary schedule, they will be placed at the last level occupied. Rehired retired certified employees will progress on the salary schedule each year following their initial placement.

Except as provided for under this agreement, all provisions of the contract will be maintained; however, a rehired retired certified/licensed employee will not be entitled to severance pay a second time.

Rehired retired certified employees will NOT accrue seniority for the purposes of reduction in force.

At their option, rehired retired certified/licensed employees will be eligible for board-provided single employee health insurance coverage at the contracted premium rate. Those rehired retired teachers electing not to take such coverage shall be eligible for an annuity as per contract provisions for certified employees under the single plan.

Rehired retired certified/licensed employees from the Wayne Trace School District will start out at up to 15 days sick leave, provided they had extra days accumulated that were not paid for as part of the severance package.

Prior employment in the district is no guarantee of post-retirement employment or a particular assignment if reemployed with the district.

Rehired retired certified/licensed employees shall be issued a one-year limited contract that shall automatically non-renew on each April 30<sup>th</sup>. The superintendent must notify each rehired retired certified/licensed employee prior to April 30<sup>th</sup> if he/she intends to renew the limited contract.

A retired certified/licensed individual from outside the district, who wishes to be employed by the Wayne Trace Board of Education, shall adhere to all provisions of this agreement with the exception of paragraph one and two above.

For any employee who is less than full-time, the provisions for annuities and insurance will be pro-rated by the Board.



## **CLASSIFIED EMPLOYEES:**

If classified employees from the Wayne Trace School District wish to be considered for reemployment, they must indicate this to the superintendent, prior to May 1, of the year of their potential retirement. Their request must include a letter of resignation that states that their resignation is contingent upon being reemployed with the district.

The resignation letter requested under this provision must be received by the superintendent 5 working days prior to the upcoming announced board meeting. If the request is received within 5 working days of a board meeting, the request may be tabled until the next scheduled board meeting. The superintendent will notify the classified employee of the board's decision on reemployment within 2 days of the board meeting.

If a classified employee is rehired, retired classified employees will be placed at step 7 on the appropriate classified employee salary schedule. If the employee was not past this level on the salary schedule, they will be placed at the last level occupied. Rehired retired classified employees will progress on the salary schedule each year following their initial placement.

Except as provided for under this agreement, all provisions of the contract will be maintained; however, a rehired retired classified employee will not be entitled to severance pay a second time.

Rehired retired classified employees will NOT accrue seniority for the purposes of reduction in force.

At their option, rehired retired classified employees will be eligible for board-provided single employee health insurance coverage at the contracted premium rate. Those rehired retired classified employees electing not to take such coverage shall be eligible for an annuity as per contract provisions for classified employees under the single plan.

Rehired retired classified employees from the Wayne Trace School District will start out at up to 15 days sick leave, provided they had extra days accumulated that were not paid for as part of the severance package.

Prior employment in the district is no guarantee of post-retirement employment or a particular assignment if reemployed with the district.

Rehired retired classified employees shall be issued a one-year limited contract that shall automatically non-renew on each April 30<sup>th</sup>. The superintendent must notify each rehired retired classified employee prior to April 30<sup>th</sup> if he/she intends to renew the limited contract. Evaluations, as otherwise provided for under this contract, shall not be required for retired classified employee rehired under this agreement.

A retired classified individual from outside the district, who wishes to be employed by the Wayne Trace Board of Education, shall adhere to all provisions of this agreement with the exception of paragraph one and two above.

For any employee who is less than full-time, the provisions for annuities and insurance will be pro-rated by the Board.

## **F. EVALUATION ALL BARGAINING UNIT MEMBERS**

### **Purposes:**

The purpose of evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school district.
2. Inform instruction.
3. Assist teachers and administrators in identifying, implementing, and supporting best educational practices that will provide the greatest opportunity for student learning and growth.

To help the employee achieve greater effectiveness in the performance of their work assignment or to assist in the improvement of an employee's performance;

To constitute the basis for personnel decisions regarding promotions, reassignments, continuing contract status, contract renewal, contract non-renewal, or contract termination.

### **PERFORMANCE EXPECTATIONS**

At the beginning of each school year or four weeks before the first formal thirty (30) minute observation, the Administration shall designate a full time Wayne Trace evaluator for each bargaining unit member subject to this Article. This designated administrator will fulfill the role as evaluator and become solely responsible for the evaluation of the staff member. However, only for good and just cause may the supervisor/evaluator change during the school year. The staff member shall be notified, in writing, of the change of their supervisor one week prior to the administration making such a change. All staff members new to the district shall be given direction on where to find a copy of all instruments used in the evaluation process and a written copy of the evaluation procedures.

The staff member shall have the right to be represented by the Association, of their choosing during conferences.

All evaluators performing evaluations of staff members shall be properly certificated and properly trained to evaluate non-certificated employees. All evaluators shall be full time employees of the Wayne Trace School District.

### **FAIR CONSIDERATION OF WORK EFFORT**

No staff member shall be evaluated on their work performance except after fair and reasonable observations of the staff member's assigned work by the evaluator charged with the responsibility of evaluating that staff member.

The evaluation shall be limited to the specific criteria related to the staff members assigned job duties.

The evaluator and staff member shall be in agreement before any electric recording equipment can be used for evaluative purposes.

Formal observations or evaluations shall not be conducted on the day before or after a holiday recess, the day after an extended absence (5 or more days), days of scheduled

shortened classes of less than thirty (30) minutes, the first or last day of a grading period, the first two weeks or last two weeks of the school year unless it is necessary to do so to meet contractual deadlines.

Each formal observation shall not be for less than thirty (30) minutes in length. The evaluation shall consist of two (2) observations per evaluation, unless the teacher is under consideration for non-renewal, in which case the evaluation shall consist of three (3) observations per evaluation. No employee shall be subject to more than one (1) evaluation cycle per year.

## **RIGHT TO REVIEW AND RESPOND**

A staff member shall have the right to review and respond, orally or in writing, to any observation/evaluation material prior to it becoming a matter of record. Upon the request of the staff member, such written responses shall be attached to the observation/evaluation report.

## **EMPLOYEE SIGNATURE ON EVALUATION FORMS**

The evaluated staff member will sign all appropriate observation/evaluation forms after a conference between the evaluator and staff member is conducted. Signing the form does not signify agreement or disagreement with the substance of such forms. The staff member shall be provided with a copy of the final observation/evaluation reports after all appropriate documents have been signed. Staff members, at their request, shall have the right to be represented at this conference by a person of their choice. No staff member will be required to sign a blank or incomplete form.

## **FREQUENCY OF EVALUATIONS**

All evaluations will be completed by May 1 of each year.

Teachers who are on leave from the school district for fifty percent (50%) or more of the school year will not be required to be evaluated.

Teachers who qualify for OTES but will be retiring will not be evaluated provided the teacher has submitted notice of retirement and that notice has been accepted by the board not later than in the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

Administration will be required to perform evaluations on all applicable teachers at least once a year with the following exceptions as stated in ORC 3319.111:

1. The administration may evaluate each teacher who received a rating of "Accomplished" on the teacher's most recent evaluation, once every three (3) years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on the plan.
2. The administration may evaluate each teacher who received a rating of "Skilled" on the teacher's most recent evaluation once every two (2) years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations

and evaluation and the evaluator determines that the teacher is making progress on that plan.

3. During any year(s) teachers are not formally evaluated, as a result of receiving a rating of accomplished or skilled on the teacher's most recent evaluation, the following are required: one (1) observation and one (1) conference.

Teachers who are participating in the teacher residency program for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the State Board of Education for resident educators, will not be subject to an OTES evaluation.

Formal observations shall not disrupt and/or interrupt the learning environment in the classroom.

All formal observations shall be announced.

Employees shall be given a copy of any class visit, observation, or evaluation report prepared by the credentialed evaluator.

## **OTES/OSCES EVALUATION**

Definitions:

1. Ohio Teacher Evaluation System (OTES)/Ohio School Counselors Evaluation System (OSCES): The teacher/counselor evaluation system that is codified under sections 3319.111, 3319.112, and 3319.113 of the Ohio Revised Code.
2. Evaluation Procedure: The evaluation procedure will be the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 and 3319.113 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers/counselors developed under section 3319.112 and 3319.113 of the Ohio Revised Code.
3. Evaluation Factors for Teachers: Walkthrough(s), observation(s), and evidence used in the teacher evaluation procedure.

Evaluation Factors for Counselors: The two factors, which are required by law and weighted equally are student metric outcomes at fifty (50) percent and counselor performance at fifty (50) percent.

4. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed which provides evidence of student learning that can be directly attributed to the teacher being evaluated.
5. Evaluation Rating: The final, holistic rating assigned to a teacher based on each completed evaluation will result in the assignment of one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.
6. Evaluation Instrument: The forms used by the teacher's evaluator. The evaluation tools are located in Appendix T of this agreement.

7. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate summative teacher/counselor evaluation ratings to the ODE.
8. Teacher(s) of Record
  - a. Is/Are responsible for assigning the grade to the student
  - b. Is/Are required to have the proper credentials to teach the particular subject for which he/she has been designated “teacher(s)of record(s)”
  - c. Is/Are responsible for a significant portion of a student’s instructional time within a given subject or course:
    1. Minimum of 51% co-teaching;
    2. Minimum of 31% team teaching (classroom teacher(s));
    3. Minimum of 31% interventionist(s) (example: Title One and special education)
9. Linkage: The process of connecting the teacher (s) of record [based upon above definition] to a student's and/or defined group of students' achievement scores.
10. Metric of Student Outcomes: A measurable long term growth target that a counselor may set at the beginning of the year for students or for subgroups of students over a given interval of time.
11. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

## **APPLICATION**

The teacher evaluation procedure contained in this agreement applies to the following employees of the District: any person who is employed under a teacher license issued under Chapter 3319 of the Ohio Revised Code, or under a professional or permanent teacher’s certificate issued under the former section 3319.222 of the Revised Code, and who spends at least 50% of the time employed providing student instruction.

The OSCES Plan procedure contained in this agreement applies to all school counselors employed by the Board of Education. The OSCES procedures will follow the OTES Plan procedures unless otherwise designated.

1. Principals will utilize the ODE Rubric Form for Counselors located in Appendix T-3.
2. Counselors will be evaluated only on the duties they perform for the district.
3. If portfolios are used or required in the process of the evaluation for OTES, the Counselors may choose not to utilize this procedure as it may not apply.
4. Student Growth Measures will not be used as a part of evaluation process for Counselors.

## **CRITERIA FOR PERFORMANCE ASSESSMENT**

1. A teacher’s performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument.

2. Teachers shall be evaluated on his or her work performance based on evidence provided by the teacher, on the observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.
3. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
4. No misleading, inaccurate, hear-say, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.
5. In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by electronic devices without the consent of the teacher.

## **EVALUATORS**

1. The district will select the evaluators for all teachers with a final holistic rating of ineffective.
2. The district will select the evaluators for all teachers with a final holistic rating of developing.
3. The district may allow teachers with a final holistic rating of skilled or accomplished to select the credentialed evaluator.
4. The evaluator shall not be a bargaining unit member. The evaluator must be employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate/license named under division (E), (F), (H), (J), or (L) of section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.
5. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

## **EVALUATION PROCESS**

1. For all teachers who do not have Value Added Measures: These teachers must have a minimum of two (2) sources of HQSD.

When applicable to the grade level or subject area taught, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning.

2. The Formal Observation shall include a pre-observation in-person conference between the teacher and the evaluating administrator. This will take place prior to each observation in order for the teacher to explain plans and objectives for the work situation to be observed.

3. The Formal Observation shall include a post-observation in-person conference and will take place between the teacher and the evaluating administrator after each observation at which time the administrator will review the observation. This conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.
4. Teachers shall be given the opportunity to provide evidence to support all aspects of the evaluation process.
5. If no written documentation is created by the evaluator, then no documentation shall be reported to the teacher. Furthermore, any information used by the evaluator as part of the formal observation shall be written down ahead of time and shared with the teacher before appearing in a formal evaluation. A conference date and time, when necessary, to discuss the formal observation report will be scheduled during the school day/before or after school, at the teacher's discretion within 5 school days and completed no later than May 1. However, the written summative evaluation is to be completed within 10 working days following the second formal observation but received prior to May 10. All observations must be completed by May 1.
6. A teacher may request a formal observation at any time in addition to those required by this procedure. Such request shall be agreed upon mutually by both parties in order to occur.
7. The written evaluation shall include recommendations that are specifically clear on what is to be done to improve in the event the credentialed evaluator finds need for improvement from a teacher. The credentialed evaluator involved in the evaluation shall assist the teacher by providing suggestions and a timeline for improvement. If the recommendations included in the evaluation are not clear to the teacher, the teacher shall request, in writing, clarification from the credentialed evaluator. In turn the credentialed evaluator shall respond, in writing, to the request for clarification.
8. The teachers will be granted at least one month to correct deficiencies prior to the next observation. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted. The teacher will be granted at least one month to correct deficiencies following the second and third observations.
9. In the event a third observation is deemed necessary as stated in this agreement, another written report shall be completed following the third observation designating all improvements and continued deficiencies if any.
10. No teacher will be required to sign a blank or incomplete form.
11. Each staff member shall submit to their evaluator a professional growth plan no later than the first Friday of October each year unless the staff member has an improvement plan. These plans shall follow the outline of the templates located in Appendix T – Evaluation Tools.

12. Teachers who meet the state mandated requirements to be evaluated under the Ohio Teacher Evaluation System and have an approved job sharing arrangement may be allowed to use the same HQSD.
13. Teachers who meet the state mandated requirements to be evaluated under the Ohio Teacher Evaluation System and have an approved co-teaching arrangement may be allowed to use the same HQSD score for the individual teachers in the co-teaching arrangement.
14. All forms as well as the aforementioned procedures shall be changed only by mutual consent of the Board and Association stated in writing and ratified by both parties.
15. If the above procedures are not followed, the teacher or teachers being evaluated shall automatically be reemployed.

## **WALKTHROUGHS**

1. One (1) or more walkthrough(s) shall be used for enhancement of the formal observation as collecting evidence that may focus on focus areas including, but not limited to:
  - a. Evidence of planning;
  - b. Lesson delivery;
  - c. Differentiation;
  - d. Resources;
  - e. Classroom environment;
  - f. Student engagement; and,
  - g. Assessment.
2. Walkthroughs may or may not be announced. If the teacher is on Board approved leave during the time the Evaluator sends the notification, the walkthrough shall be re-scheduled.
3. The walkthrough shall be at least 1 minute, but not more than 20 consecutive minutes in duration.
4. An in-person debriefing shall occur no later than two work days after the walkthrough to discuss observations relative to the identified focus if requested by the teacher.
5. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough.
6. No more than 2 walkthroughs shall be conducted each year unless otherwise requested by the teacher.
7. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.



## **FINALIZATION OF REPORT**

1. Completion of Evaluation Cycle
  - a. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as specific growth focus areas and performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report.

## **PROFESSIONAL DEVELOPMENT**

1. Professional growth plans shall be developed for teachers with final holistic ratings of accomplished, skilled, and developing as follows:
  - a. Teachers with a final holistic rating of accomplished shall submit a self-directed professional growth plan to the teacher's evaluator.
  - b. Teachers with a final holistic rating of skilled shall jointly develop a professional growth plan with the credentialed evaluator.
  - c. Teachers with final holistic rating of developing shall develop a professional growth plan that is guided by the assigned credentialed evaluator.
  - d. Professional growth for a school year may be developed not later than October 15 of each school year.
  - e. The Board will provide professional development and support to promote the success of the teachers covered by this contract.

## **DUE PROCESS**

1. Teachers who disagree with the rating of performance and/or the summative, or overall, evaluation rating shall be allowed to request a different evaluator and such request may be honored by the District.

These statutory evaluation procedures and all related contractual language must be observed, or the teacher will be entitled to reinstatement with back pay.

2. A teacher shall be entitled to Union representation at any conference held during this procedure.
3. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

## **IMPROVEMENT PLAN**

1. A professional improvement plan is a clearly articulated assistance program for a teacher. A written improvement plan is to be developed when an educator has a Final Domain of Ineffective. The notice requirements for being placed on an

Improvement Plan, the components of the plan and the implementation process for the plan are subject to the terms of a collective bargaining agreement.

2. The District shall make recommendations and otherwise assist the teacher for the purpose of improvement of professional growth focus areas.
3. The improvement plan, as outlined in this section, shall detail:
  - a. Performance issues documented as areas of growth;
  - b. Specific performance expectations;
  - c. The allocation of assistance to be provided by the District to support professional development of the teacher;
  - d. Sufficient, specific timelines, not less than one month, as to allow for the improvement of identified deficiencies.
4. If an improvement plan is developed and has identified areas for growth, these areas shall be evaluated as part of the performance assessment process. An improvement plan for professional growth areas, that in the judgement of the evaluator are successfully remediated during the school year shall be deemed completed.
5. No teacher shall be placed on an improvement plan and a professional growth plan (PGP) at the same time. Improvement plans will be mutually developed at the end of the evaluation cycle (2 observations and completed walkthroughs). An improvement plan may be developed for any teacher who has an overall ineffective domain. The improvement plan will be in effect for the following school year which will replace the PGP.
6. The improvement plan form shall be used as negotiated in Appendix T-6.

#### **MENTOR TEACHER (COACH) FOR TEACHERS ON AN IMPROVEMENT PLAN**

1. The District will provide teachers under an improvement plan with a mutually agreed upon skilled or accomplished mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher. The mentor teacher will be compensated at a rate of \$25.00 per hour, outside the regularly contracted school day, but not to exceed \$400.00 for one school year. The above rate applies for each teacher mentored. The mentor shall use the overtime report (Appendix L) to document his/her hours.
2. Role of the Mentor Teacher
  - a. The mentor teacher must hold a valid teaching certificate/license and may be assigned to teachers with the same area of certification/license.
  - b. The mentor teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

- c. The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.
3. Protections:
- a. The teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
  - b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
  - c. No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions unless otherwise obligated by law.
  - d. All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.
  - e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised once a year by the mentor teacher or the teacher. See Appendix V for request to change form.
  - f. Should a change in mentor occur, combined wages of all mentors for one mentee shall not exceed \$400.00.

### **INTENT TO NON-RENEW**

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

### **NON-OTES EVALUATIONS (Appendix H)**

Teachers on a limited contract in a year where their contract is up for renewal shall be evaluated according to the same exact procedures as those new to the district.

Teachers on a limited contract in a year their contract is not up for renewal may or may not be evaluated, subject to the discretion of the evaluating administrator. The administrator shall inform all staff members in this grouping by November 1 if they intend to conduct an evaluation of the staff member before the end of the school year. All applicable observations of certified staff in this status must be completed by May 1 with the written evaluation due to the teacher no later than May 10.

Teachers on continuing contracts shall be evaluated at least once every three years with only one written evaluation of two (2) thirty (30) minute observations being done. The staff member shall be notified by November 1 if they will be evaluated during the school year. No evaluation shall be completed until the staff member has been notified. All applicable observations of certified staff on continuing contract status must be completed by May 1 with the written evaluation due to the teacher no later than May 10.

Evaluating administrators may conduct more evaluations than the contract indicates, and the staff member may request more observations/evaluations than are required by the contract.

Supplemental contracts are specifically excluded from these evaluation procedures and requirements.

### **NON-TEACHING STAFF**

The evaluation of non-teaching staff employed on limited contracts shall include at least two formal observations.

Each observation shall be followed by a conference with the first such observation completed by December 16th and the second by March 16th.

Staff on a continuing contract shall be formally observed/evaluated at least once every three years followed by the written evaluation by May 1.

Staff members under this section of the evaluation procedure shall be evaluated based upon job descriptions developed to date and adopted by the Association and Wayne Trace Board.

### **G. ACADEMIC FREEDOM**

It is recognized that the Board and the teaching staff seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for professional staff member and student is encouraged.

The teacher, as a recognized professional, shall have the right and responsibility to choose those instructional methods, issues and/or materials within the accepted curriculum guidelines and good taste he or she deems to be appropriate and effective with a given group of students. Choice of such methods, issues or materials within the curriculum guidelines shall not be considered an appropriate area for criticism in evaluation unless the evaluator can provide a reasonable basis for such criticism.

Before introducing materials, methods and/or issues, of a known or potentially controversial nature, the teacher shall consult with the principal as to the advisability of such materials and/or issues and together they will develop plans to minimize any possible negative reactions to the introduction and use of said controversial materials, methods and/or issues. The principal may request that such materials be submitted to a review committee prior to introduction to students. The review committee shall be composed of the affected teacher, the principal, and some other staff member likely to be familiar with

the materials or the anticipated sensitivity and reaction to the introduction of the materials subject to review. If a teacher disagrees with the principal's decision, the grievance procedure shall be used to resolve the disagreement.

No staff member shall be criticized or otherwise threatened in the evaluation procedure on the basis of that staff member's verbal expression of dissent in regard to the evaluator's academic, administrative or professional decisions, provided the staff member's verbal dissent has been expressed in an ethical and professional manner. Likewise, an evaluator shall have the right to express dissent regarding the staff member's professional and academic decisions provided the dissent is expressed in an ethical and professional manner.

## **H. PERSONNEL RECORDS**

A personnel file of all staff members shall be maintained in the office of the Board. This shall be considered a confidential file and the only official file of recorded information of staff members maintained by the Board and Administration.

Individual staff members shall have access to their personnel file upon request. Requests of staff members to have access to their personnel files shall be handled by the Superintendent or his designated representative.

Members of the Administration authorized to use personnel files of staff members shall be limited to the Superintendent, building principal(s), and supervisor(s) and county office personnel who are directly related to supervision of that staff member.

All materials placed in the personnel file of the staff member shall include the following:

1. The date the item was placed in the file.
2. Signature(s) and dates of the staff member in whose file the entry is being made and the signature(s) of the administrator placing information in the file.

Both the signature and date signify acknowledgement that the document will be placed in the staff member's personnel file.

These personnel records shall include:

- \*1. Application for employment, including those nonconfidential<sup>2</sup> references.
2. Copy of the latest contract, properly signed.
3. Copy of latest salary notice upon conclusion of negotiations. (See salary notice herein for waiver provisions.)
4. Health history card, if any.
5. Ohio teaching certificate\*/license/Federal Commercial Driver's License\*/Boiler License.
6. Transcript of college credits showing the official record of the degree granted, original or certified copy.

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<sup>2</sup> Confidential information for which the employee has specifically signed a waiver may not be revealed.

7. Record of military service, if any.

8. Other documentation which has been properly placed in the file.

\* On file in county office

A staff member shall be notified of the intent of the administration to place in his/her personnel file any material which may be considered critical or complimentary of the conduct, performance, character or personality of the staff member and shall be provided the opportunity to read any such material at the time it is placed in such personnel file. In addition such staff members will have the opportunity to appeal the placement of any such material placed in the personnel file. The staff member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed (as indicated earlier in item #2). If the staff member refuses to sign, such refusal shall be noted on the material and it may be filed. Signature of a staff member shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the staff member. The staff member shall also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be presented to the building principal/appropriate supervisor, who shall affix his/her signature thereto, acknowledging that said material has been read. Such signature shall not indicate agreement by the principal/supervisor with the content of the reply.

Staff members shall be informed of any complaint by a parent and/or student which is directed toward them if such will become a matter of record. The provisions above shall be applicable to such complaints.

Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record.

A staff member shall be entitled to a copy of any material in his/her personnel file.

A staff member may periodically review his/her personnel file including personnel files maintained by building principals, and shall be entitled to a copy of any material in that file. A third party selected by the staff member at the option of the staff member may be present during such review. A representative of the administration, at the option of the administration, may also be present during such review.

At no time nor under any circumstances will the confidential files of any staff member be opened to the public.

Any materials entered into a staff member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If any file material or record is found to lack in any of the aforementioned, said record/material shall be removed from the staff member's file.

Personnel records shall be expunged of all disciplinary notes if after five (5) years there have been no repeated offenses of a similar nature. The staff member shall file a request for expungement with the superintendent or the Board's statutory designated keeper of the records.

## I. SEQUENCE OF CONTRACTS

In accordance with the Ohio Revised Code, all contracts shall be in writing and signed by the employee, the treasurer, and the president of the Board.

Upon initial employment, the contract of employment shall be for a term of one (1) year; if reemployed at the conclusion of each contract, the subsequent contract shall be as follows:

Classified

- a. Second, Third, Fourth contract – 2 years
- b. Fifth – Continuing

Certified

- a. Second contract \* - 2 years
  - \* Exception: Alternate Educators licensed employees shall be granted two one-year contracts. Following the successful completion of the two-year program, said employee will then continue with the regular contract sequencing.
- b. Third contract - 3 year
- c. Subsequent limited contracts for teaching staff shall be for three years duration except as specified in (a.) below.

All teachers presently on a multi-year contract shall be granted a subsequent contract of equal or greater duration unless given a one (1) year contract under the provisions below or non-renewed.

Staff members new to the system with previous experience outside the district may be offered an initial contract of up to two (2) years duration at the discretion of the Superintendent. Subsequent contracts to such staff members shall follow the contract sequence noted above.

Where a certified staff member is not on a continuing contract, upon the recommendation of the Superintendent, the Board may grant a one (1) year contract on the following conditions:

- a. The Superintendent shall notify the affected staff member in writing, on or before the 30th of March of his/her intent to recommend such contract, with reasons directed at the improvement as stated in the evaluation process of the affected staff member. Any staff member so notified shall be entitled to a conference with the Superintendent and afforded the opportunity to respond to the reasons listed in said notification. The conference shall be held within ten (10) school days of the request for same. The Board shall so notify each affected staff member on or before April 30 of its action upon the Superintendent's recommendation.
- b. A contract of lesser duration can be awarded at the request of the employee.

Continuing contract shall be issued as provided by the Ohio Revised Code. Any teacher who is eligible or expects to be eligible for a continuing contract the next school year must give written notice of eligibility to the Superintendent by October 1.

No continuing contract shall be issued or deemed to be in existence unless a teacher has complied with the requirements of the above paragraph.

See Appendix U for form.

## **J. JUST CAUSE: CERTIFIED AND NON-CERTIFIED**

No staff member of this school district shall be disciplined, reduced in rank or compensation, demoted, terminated, non-renewed or otherwise deprived of any advantage without just cause and in compliance with applicable provisions of this contract.

### **PROGRESSIVE DISCIPLINE**

No bargaining unit member shall be disciplined, suspended, or discharged without just cause. The administration shall comply with the following progressive discipline procedure:

1. Verbal warning with written documentation -- 1st offense with written documentation (of date and topic only)
2. Written warning -- 2nd offense
3. 1-3 day suspension with or without pay -- 3rd offense
4. Possible termination of the Bargaining Unit Member -- 4th offense

Certain severe circumstances may warrant deviation from this procedure. The sequence shall be followed in order for the progressive discipline in all other cases. The discipline shall only be accumulative for same type, same offense.

## **K. TERMINATION**

When the Board of Education shall take action to terminate a certificated employee's contract, such termination shall be in accordance with ORC Section 3319.16.

## **L. NON-RENEWAL OF LIMITED CONTRACT**

When the Board of Education shall take action to non-renew a teacher's contract, such non-renewals shall be in accordance with the provisions of this contract and ORC 3319.11. The non-renewal of a teacher's limited contract (not applicable to supplementals) shall only be for good and just cause.

Non-teaching/support staff shall be considered for renewal of their contracts pursuant to ORC 3319.081 and 3319.083 and/or any other applicable provisions of law except that such employees shall be evaluated pursuant to the evaluation procedure herein.

Staff employed on a limited contract may reasonably expect continued employment in the ensuing school year within the district as follows:

1. Non-renewal of a staff member's limited contract(s) shall be for reasons of a lack of or low degree of competency based on the evaluations of the staff member's performance as set forth in the evaluation article or for other good and just cause.
2. Staff on limited contracts who after evaluation have noted deficiencies must show evidence of positive efforts to correct said deficiencies. If sufficient progress is evident, upon the recommendation of the evaluating supervisor, a one-year contract may be issued. Further evidence of improvement must be noted during the second



observation, or the staff member will not be re-employed pursuant to the evaluation section of this Agreement. At any time during the school year that the situation warrants protection of the students, the Superintendent may suspend the staff member from the classroom or their assignment pending termination of contract proceedings. If, after being suspended, an employee is reinstated to duty, said employee shall receive full salary for the period of suspension.

3. Staff on limited contracts who after evaluations have no noted deficiencies or have corrected all areas of deficiency will be placed on the regular contract sequence.
4. Right to a fair and impartial hearing - Any alleged misinterpretation of these provisions may be submitted to the grievance procedure by the affected staff member and/or representative of the Association.

If it is determined that any provision of this article or the evaluation procedures have been violated and the arbitrator determines that reinstatement is warranted, the affected staff member will be deemed re-employed (reinstated pursuant to the contract sequence article herein).

## **M. REDUCTION IN FORCE**

### **Definition of Reduction in Force**

A reduction in force (RIF) shall have occurred when the Employer reduces or eliminates a position in accordance with this Article.

### **Attrition**

To the extent possible, the number of employees affected and/or adversely affected by a reduction in force and/or the extent such effect(s) will be kept to a minimum by not employing replacements for employees who retire, resign, go on leave of absence or whose limited contracts are not renewed for reasons other than reduction in force.

### **Reasons for Reductions**

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons other than reduction in force, and when by reason of decreased enrollment of pupils in the specific grade level or course of study, return to duty of regular staff after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, or for financial reasons, which shall be defined as the failure of two (2) operating levies of sufficient proportion as to avoid layoff of staff, the Board of Education decides that it will be necessary to reduce the number of staff, it may make a reasonable reduction in accordance with the provisions below.

Suspension of staff contracts pursuant to the provisions below for purposes of staff reduction shall occur only in the period between the end of one school year and the start of the succeeding school year.

For the purposes of this Article, all evaluations are comparable.

## **Suspension - Renewal Suspension**

If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

Reductions shall be made by suspension of existing limited contracts and/or renewal/suspension of expiring limited contracts and/or, if necessary, suspension of continuing contracts. Those contracts to be suspended and/or renewed suspended will be selected as follows:

### **Least Senior Reduced and Displacement**

Reductions in any bargaining unit field, or assignment, or job classification will be made by selecting the person lowest on the seniority list for that job classification who is currently assigned to such a position. Persons selected for reduction under this article shall be notified by certified letter, and by telephone, if possible. A staff member so affected may elect to displace any less senior staff member or portion of that staff member's assignment for any area of certification/licensure or job classification for which the more senior staff member is also certified or qualified.

Affected staff members electing such displacement shall notify the Superintendent, orally or in writing, of his/her election within three (3) weekdays of the receipt of oral or written notification of contract suspension.

Staff subject to or affected by such suspensions will be assigned top open positions for which they are not fully certified provided: (1) they give written notification of willingness to complete necessary course work; (2) they enroll in such necessary course work prior to the end of the first semester; and (3) they must be fully certified prior to the beginning of the following school year. The Superintendent has the discretion to grant an additional year if the member cannot complete his/her certification during that school year due to unavailability of the requisite classes. Failure to enroll in or complete such course work shall subject the affected staff member to immediate layoff after the first semester.

### **Work Hour Reduction**

In the event of a reduction in the work hours in a job classification, affected bargaining unit members with the greatest classification seniority may maintain his/her normal hours of work by displacing bargaining unit members with less classification seniority on the work schedule. In no case shall reduction of any bargaining unit member's work hours take effect unless the notification provision herein has been fully met and the appeals, if any, as provided herein have been exhausted.

If a staff member has been required to obtain a temporary certificate to meet the requirements of the current assignment and also holds provisional or higher certification in other fields, that staff member shall be placed with the appropriate contract status group according to seniority and provisional or higher certification areas and shall have displacement rights within those groups.

### **Notice of Intent to Reduce Staff/Conference/Hearing**

When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension and/or renewal-suspension of contracts to all staff so affected

and to the Association President at the earliest practicable time, but not later than May 15 or thirty (30) days prior to Board action to reduce staff. In the case of some catastrophic event in which the Administration or Board feels it necessary to effectuate a reduction in force for any of the reasons set forth above after the May 15 notification date, the Board and Association shall meet within ten (10) days of request for such meeting from the Board or the Administration for the purpose of discussing such contemplated reduction. In the event of a disagreement, either party shall have the right to appeal to expedited arbitration on any alleged violation of this procedure.

The Association and each affected staff member whose contract is to be suspended (or renewed-suspended) under provisions of this section shall receive a copy of the entire seniority list at the time of notification of suspension or renewal suspension.

Each staff member so notified shall, upon request, be entitled to a conference with the Superintendent or his designated representative as to the reasons for such reduction. Such conference will be scheduled within five (5) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board. Each such staff member may be accompanied or represented by an Association Representative.

Within ten (10) days of receipt of the notification, representatives of the Employer and the Association shall meet to review the proposed RIF. If the Association disagrees with the reason(s) for or implementation of the proposed RIF, the Association may demand the matter be submitted to expedited arbitration, in accordance with the Expedited Rules of the American Arbitration Association.

### **Employee and Association Rights**

Any of the above sections shall not diminish or void any right or privileges provided staff members in any state or federal law.

The Board shall not contract out any work previously performed by staff member(s) in the bargaining unit unless where mutually agreed upon by the parties after due notice and negotiations with the Association.

Staff members whose contracts are suspended (or renewed-suspended) under the terms of this section are to be considered as being on layoff status and awaiting recall and not as being terminated with the system.

Staff on the recall list will have the following rights:

Staff member(s) on layoff are to be recalled in the following order when vacancies become available for which they are or have become qualified.

1. First recall shall be qualified/properly certified/licensed continuing contract staff in order of their seniority.
2. If vacancies cannot be filled by such certified/licensed/continuing contract staff, then qualified/properly certified limited contract staff shall be recalled in order of their seniority.
3. The recall list for those staff on limited contracts shall be maintained for a period equal to the total length of service in the local school district, or up to sixty (60) months,

whichever is less. Thereafter, a limited contract employee on layoff shall lose his/her right to recall.

4. So long as any employees remain on layoff status:

No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position;

No substitute staff member(s) or any other person new to the system will be hired, except where:

- a. There is no staff member(s) on layoff qualified to fill a vacant position or who has become qualified by retraining, or
- b. All qualified staff member(s) on layoff decline the offer to fill the vacancy.

5. Qualifications for a bargaining unit position shall not be upgraded or otherwise restructured so as to prevent the recall of a laid-off employee. (The burden of proof for a violation of this provision shall rest with the Association.)

6. Reduced staff members may, for the duration of their recall eligibility or for that period required by law, whichever is greater, elect to continue participation in any or all of the group insurance plans available to regular employees by remitting the premiums to the Treasurer of the Board of Education. Such employees will be informed of the premium due date.

Each individual who is eligible to elect continuation of fringe benefits under COBRA with the provisions of this Agreement must make such application within the time prescribed by law and the applicable regulations.

7. Each affected staff member shall have the unchallenged right to unemployment compensation benefits when during layoff, that employee has not been offered an equivalent bargaining unit position in this school district or any other within the restraints of the regulations of the Bureau of Employment Services.

A staff member awaiting recall who retrains may not displace, by virtue of such training, any actively employed member of the staff regardless of seniority.

**8. Notification of Recall**

It shall be the responsibility of each staff member to notify the Board of any change of address or change in certification.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association President or his designee and to all qualified said staff member at their last known address. Such notification shall also contain the seniority list for the areas of certification being recalled. Any senior eligible staff member that fails to accept the offer of re-employment in writing within ten (10) days, excluding Saturdays, Sundays, and holidays, or within five (5) calendar days if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the staff member, shall be considered to have rejected said offer, and shall be removed from the recall list. The most senior of those responding will be given the vacant position.

## **9. Status Upon Recall**

A staff member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority as he/she enjoyed at the time of layoff. Such staff member shall be credited with additional sick leave, if any, and be placed on the salary schedule in accordance with their respective training and experience at the time of recall.

## **Transfers Due to Reduction in Force**

- a. When personnel must be transferred as a result of reduction in enrollment at the particular grade level or class or classification, the Superintendent shall publish a list of the necessary reductions by position/classification, grade level and building. This will be posted on the bulletin board of the school(s) concerned and available to all staff members therein.
- b. Every attempt will be made to encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the staff members of the department(s) or grade level(s), or classifications affected by the enrollment shall be transferred on the basis of seniority in the school system. The least senior staff member shall be transferred first.
- c. Except in unusual and/or emergency circumstances, the staff member(s) to be transferred involuntarily shall be informed in a conference with the principal/immediate supervisor on or before June 1st of each year.
- d. The staff member(s) to be transferred may schedule a conference concerning the transfer with the Superintendent at any time.
- e. Any staff member subject to involuntary transfer due to a reduction in force who does not wish to be transferred, shall have the option of being placed on the recall list or being transferred. When during such reduction in force, more individuals select voluntary recall than would be required for appropriate staffing purposes, those with greatest seniority shall have first option at selecting voluntary recall.

If any provision of the reduction in force procedure, herein, is found to have been violated, misinterpreted, or misapplied resulting in the layoff or partial layoff of a member of the bargaining unit, such affected member of the bargaining unit will be reinstated with full back pay and any other emoluments and/or benefits so as to be made whole.

## **N. ALTERNATE EDUCATORS LICENSE**

It is the intention of the Board to find and hire persons that have already acquired a teaching certificate to fill vacancies that occur. In the case this is not possible, the Board will then consider the Alternate Educators License program.

A person wishing employment under the Alternate Educators License provision may be hired after the successful completion of state requirements to obtain the Alternate Educators License. Upon employment, the employee shall demonstrate some progress toward the provisional certificate within the first year of employment.

Following the first year of employment, the employee will demonstrate successful completion of all state requirements in order to be granted the next contract in sequence (see Article III, Section I).

Employees with an Alternate Educators License will be placed at Step 0 of the salary schedule the first year and Step 1 on the salary schedule the second year. However, if the employee was a full-time substitute with a substitute or temporary license, and had already been placed on the salary schedule, said employee will then be placed on the salary schedule in accordance with their teaching or military experience (not to exceed 5 years) for the first year of the program and move one step the second year.

The Association and Board will request to negotiate the wages, hours, or terms and other conditions of employment such as, but not limited to: placement on the salary schedule following the initial two-year non-renewable certification period and the mentor program required during the first two years.

No employee shall utilize the tuition fund in acquiring the Alternate Educators License. Likewise, no employee shall utilize the tuition fund in acquiring his or her provisional license while in the Alternate Educators License program.

#### **O. SUMMER SCHOOL INTERVENTION**

Summer school intervention teachers shall hold a valid teacher's license or certificate and shall be compensated at a rate of twenty-five (\$25.00) per hour. Teaching assistants or aides may be hired on an as needed basis and will be compensated as per base rate on the index.

Those teachers who taught summer school during the summer of 1999 may not be compensated at a rate less than their per diem. Teachers employed in this capacity during the summer of 1999 must provide and/or maintain consecutive years of summer school intervention services to the district unless enrollment does not warrant the hiring of these same teachers. If at any time a teacher should choose not to be employed in consecutive summers of providing intervention services, the \$25.00 per hour compensation rate shall apply to said teachers as well.

Vacancies shall be filled based on seniority and experience, subject to the Superintendent finding the person(s) qualified and suitable to perform the duties required by the positions.

The positions will be posted for a period of ten (10) days unless expedited by summer job posting provisions.

The job description already adopted by the Board and the Association shall serve as the summer school teacher's job description unless otherwise modified; a summer school teacher's aide job description very similar to the existing teacher aide job description would need to be developed and/or adopted if aides are hired as part of this summer program.

If a pupil-teacher ratio of more than 16 to 1 is ever exceeded in any summer remediation session, based on the enrollment which actually attends the first day of classes, the Superintendent must submit to the Association President a plan which attempts to affect a lower pupil-teacher ratio in classes where the ratio is exceeded. If the Association President believes that the Superintendent has not demonstrated an acceptable regard for pupil-teacher ratio, then this issue becomes a grievable matter which can be taken before the Board and beyond for an acceptable resolution.

## ARTICLE IV

### LEAVES

#### A. SICK LEAVE

1. Pursuant to state law, all employees of the Board shall accrue sick leave at the rate of 1 1/4 days per month of service with sick leave accumulating to an unlimited number of days.
2. Each newly hired staff member of the Board who has no accumulated sick leave, or any staff member who has exhausted their sick leave, will be advanced an accumulation of sick leave of up to five (5) days. Staff who resign, retire, or otherwise leave the system with a deficit of accumulated sick leave will have the per diem rate of pay or appropriate fraction thereof corresponding to such deficit withheld from their final paycheck. Each professional staff member under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.
3. Those regularly employed staff who render part-time, seasonal, intermittent, per diem, or hourly service, will be entitled to sick leave in proportion to the time actually worked. Substitutes after sixty (60) days of consecutive employment in the same assignment shall be entitled to sick leave in proportion to the time worked thereafter.
4. Upon submission of appropriate record of accumulated sick leave, any professional staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.
5. Upon submission of appropriate record of accumulated sick leave, a professional staff member reemployed by the Board who, since leaving the employ of the Board, has been employed by another board(s) of education or by state, county, or municipal government(s) in Ohio, will receive full credit for sick leave accumulated while in the prior employ of the Board and/or other agencies of the State of Ohio.
6. Upon submission of appropriate record of accumulated sick leave, any professional staff member being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit for the sick leave accumulated in this previous employment.
7. Professional staff members absent for purposes of sick leave when school is canceled and when staff are relieved of their regular teaching duties for that day, will not be charged with sick leave.
8. Professional staff members should notify their immediate superior of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.



9. Sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family or for other reasons deemed adequate by the Superintendent.

- a. Injury, illness and quarantine in the immediate family:

For purposes of injury, illness or quarantine in one's immediate family, immediate family will be interpreted as husband, wife, child, parent, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, or other member of the family unit living in the same household no matter what degree of relationship.

- b. Death in family:

In the event of death in the employee's family, immediate family shall be defined as spouse, child, parent, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, spouse of an employee's child, or any other member of the family unit living in the same household no matter what degree of relationship.

A staff member may use one day of sick leave per occurrence to attend the funeral of a person not listed in this section. Any additional days, if needed, by the staff member shall be personal days or approved sick days as granted by the Superintendent.

#### 10. Sick Leave Donations

If a bargaining unit member requires sick leave over and above accumulated sick days due to a catastrophic medical situation (affecting the employee or their immediate family as defined by FMLA) that could qualify for FMLA, the member can access additional sick days from other bargaining unit members to avoid a negative balance in sick leave by providing a doctor's note explaining the medical necessity for an extended absence. Before being able to receive sick days from other bargaining unit members, an employee must have used all sick leave days, and all sick leave days advanced up to a maximum of five (5) days.

Bargaining unit members may donate a maximum of three (3) unused sick days to an individual per school year. Bargaining unit members may donate additional days upon approval by the Superintendent. Donated sick days will be awarded based on the duration of leave a doctor's note specifies but no more than a maximum of sixty (60) days can be awarded to the individual.

To determine eligibility, the individual must submit a request to the WTEA committee which shall consist of three (3) WTEA representatives with appropriate FMLA documentation. Upon approval, the committee will inform the Superintendent.

### **B. PERSONAL LEAVE**

Each staff member shall be authorized up to three (3) days annually, without loss of salary, to transact personal business or attend to affairs of a personal nature which cannot reasonably be conducted outside the regular school day. For all employees hired after the start of the contractual year, personal days granted to employees will be figured using the following formula. The three (3) personal days will be divided by the months in the

contract to give a per month calculation. Per month calculation will then be multiplied by the number of months remaining in the contract (from the 1<sup>st</sup> day of the next month after the hire date). Totals will be rounded to the closest half.

Such leave shall be authorized upon notification given to the principal or immediate supervisor seventy-two (72) hours in advance unless circumstances make it impossible to comply therewith; in such event, the employee shall notify the Superintendent at the earliest possible time. These days of absence shall not be deducted from sick leave nor any other leave other than personal leave.

Except as specifically set forth below, these days shall be unrestricted, and the applicant for such leave shall be required to sign an approved form stating only that the reason for taking such leave is personal business.

1. Prior to May 15 of each school year, each staff member shall be entitled to three (3) such days of unrestricted personal leave, and the applicant for such leave shall be required to sign an approved form stating only that the reason for taking such leave is personal business which cannot reasonably be conducted outside of the school day.
2. After May 14, the balance of any unused, unrestricted personal leave shall be authorized for the following:
  - a. Accidents or catastrophe involving family property.
  - b. Court appearance (other than jury duty).
  - c. Attendance at a graduation exercise or other ceremony honoring the employee or member of the employee's immediate family.
  - d. Visiting members of the immediate family in the armed forces.
  - e. Illness or death of persons not within the immediate family. (May be used day before or after holiday as necessary.)
  - f. Arranging for the purchase or sale of the employee's residence.
  - g. Appointment with attorney, accountant, architect or other similar professional when such appointment cannot be made at times other than the regular school day.
  - h. Extremely urgent personal problems of members of immediate family.
  - i. Emergencies, natural or personal, for the employee.
  - j. To enroll or perform an act required for enrollment in a college or university.
  - k. Other reasons deemed valid by the Superintendent that cannot be taken care of outside regular school hours.

For each of the days as defined in Section 2 above, the applicant shall be required to specifically identify on approved forms which of the above listed authorized purposes is the basis of such leave.

Upon certification by the staff member that the purpose of such leave is one which has been authorized pursuant to this policy, the Superintendent shall approve the application. Personal leave forms shall be available from each building principal.

Past practices for absences for short periods of time, especially where minimal or no student supervision is required and which would otherwise be regarded and charged as personal leave, shall be continued.

Personal leave may not be used for the purpose of working at another job. The only exceptions are for farming at an employee's own farm, or for handling an emergency situation at an employee's own business. Employees may also use personal leave to work the Polls for an election as long as no more than five percent (5%) of the bargaining unit has been approved. An employee who violates this provision may be docked for the day and/or disciplined. Before an employee is docked or disciplined pursuant to this section, the employee will be given the opportunity to present his/her side of the story to the Superintendent. If the employee disagrees with the Superintendent's decision, he/she may file a grievance.

- a. At the end of each year, employees have 3 options concerning unused days of personal leave.
  - i. Option 1 – At the end of each year, two personal leave days may rollover to the next school year for a maximum of 5 personal days. If these days are rolled over, employees may not be compensated for payout on rollover days the following year. Rollover days must be used first when taking a personal leave.
  - ii. Option II – Any unused personal leave day can be automatically added to accumulated sick leave. Rollover days may be added to sick leave accumulation.
  - iii. Option III – The employee may request compensation for personal leave days. No compensation will be granted to rollover personal leave days.

\*If an employee has been awarded advance sick leave, any unused personal leave will first be applied toward their advance sick leave balance.

- b. Employees must complete the non-use of personal leave form (Appendix I) no later than the last day of the school year and submit to the treasurer's office of their desire.
- c. If no designation is made, all personal leave days will automatically transfer to sick leave.
- d. Said notification must be done on an annual basis with the proper form located in the building principal's office.
- e. Payment will be by the last pay of each contracted year.
- f. If more than three days are to be taken consecutively, two weeks advance notice must be provided.
- g. If days are rolled over, then the bonus provision shall apply as follows:
  - i. If 1 personal day is used, reimbursement of 2 days is allowed

- ii. If 2 personal days are used, reimbursement of 1 day is allowed
- iii. If 3 personal days are used, no reimbursement will be allowed
- iv. An additional bonus will be granted for non-use of sick leave as per Appendix I

### **C. PROFESSIONAL LEAVE**

Each staff member will be permitted professional leave. The approval shall be governed by the following:

1. The Immediate Supervisor or Superintendent of schools shall approve or disallow each request. The request shall be completed electronically by the staff member giving such basic information as who, when, where and why such leave is being requested as well as all Board reimbursable costs involved.

The staff member will be notified by email if their request has been approved or denied.

2. Advance notification for professional leave should be made to the Immediate Supervisor or Superintendent two (2) weeks in advance, when possible, prior to such leave.
3. The reason for taking such leave must be related to one's present teaching area, job assignment, extra-curricular assignment and/or with the approval of the Superintendent.
4. Unused professional leave shall not accumulate from one year to another.
5. The Board shall provide a fund for reimbursement of certificated employees' expenses for registration fees, mileage at universal IRS rate, lodging, and meals.

Meal reimbursement shall be limited to \$50.00 total per day. All requests for meal reimbursement shall have an itemized receipt to be allowed.

Reimbursed meals on non-overnight trips are taxable income and will be run through payroll.

Lodging will be paid for by the Board at the rate that is set for the conference or meeting that is being attended. If there is no lodging designated for the conference or meeting that is being attended, a reasonable rate not to exceed \$150.00 per night will be allowed. Each staff member shall use the school's credit card to pay for lodging and utilize tax exemption where available.

6. The Board shall provide for the payment of substitute teachers for those individuals on approved professional leave.

### **D. OTHER LEAVES**

1. Travel difficulties. In event of absence resulting from travel difficulties, the Superintendent may waive salary deduction if the travel difficulties rise from floods, storms, or other conditions beyond the control of the employee, and if in the judgment of the Superintendent, the employee has made every reasonable effort to get to his place of employment.

2. Appearance in court. Staff members will be permitted a leave of absence with pay for the actual number of days of required appearance in response to a subpoena in a court case or administrative hearing in which the employee is not a party. There shall be deducted from the regular salary of the affected employee the amount, and only the amount, of any witness fee or other compensation not to exceed the per diem rate of regular salary for each such day of absence exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate, signed by the employee, and stating the amount of such fee or other compensation, if any, must be submitted by the employee, and the full salary for the period of absence shall be deducted. In case of absence from duty for any court proceeding or administrative hearing in which the employee is a party, no salary shall be paid to the employee for the period of absence, exceeding unused personal leave. If the suit arises out of and is related to the employee's employment, no salary deduction will be made for the absence.

#### **E. UNPAID LEAVES OF ABSENCE**

1. An employee of the Board shall be granted a leave of absence for the following reasons:
  - a. Disability/Extended Illness
  - b. Childcare
  - c. Enlistment in the Armed Forces of the United States
  - d. Education of the professional purposes
2. Disability and Extended Illness shall conform to the ORC 3319.13.
3. Leaves of absence for childcare shall be granted for one year at a time, but not more than two consecutive calendar years. Such leaves, except in the case of adoption or where prior notice cannot be given, may begin after not less than 30 days prior notice. An employee who is adopting a child shall be entitled to an unpaid leave under this section and subject to these same conditions.
4. Any employee who leaves a position in the Wayne Trace Local School System to serve in the armed forces, or auxiliary thereof organized to serve during a period of war declared by Congress, and/or national emergency, upon being honorably discharged from such service, shall resume the contract status held prior to entering military service, subject to passing satisfactorily a physical examination. Such contract status shall be resumed at the first of the school semester of the beginning of the school year following return from the armed services. The term "Armed Services" shall be construed according the definition thereof as provided in Section 468-16 of the General Code.
5. Educational or professional leave, not to exceed one year at a time, shall be granted after approval of the purposes for which the leave is sought.
6. **Rights While on Leave** -- Staff members on unpaid leave shall continue to be recognized as full-time staff members and treated as such in every way except for purposes of salary and fringe benefits.

Staff members on unpaid leave or child care leave shall be entitled to continue to be covered by insurance for hospitalization, surgical benefits and major medical providing

the staff member pays the Treasurer of the Board, in advance, each month, the full amount of the monthly group plan premium of such coverages. Any overpayment of premium shall be refunded to the staff member upon termination of leave.

7. **Reinstatement Provisions** -- Upon expiration of any leave a staff member shall resume the contract status held prior to such leave. Staff members shall be entitled to reinstatement at the end of the period of leave. Where appropriate vacancies exist, such reinstatement shall be to the same class assignment, or position, or teaching assignment, and building assignment as held immediately prior to leave. Any staff member on leave of absence who intends to return the ensuing school year shall give notification to the Board by March 15.

## **F. FAMILY MEDICAL LEAVE ACT**

1. An employee desiring to use family leave shall notify the Superintendent in writing at least 30 days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave.
2. During the leave, for up to 12 weeks per year, (defined year begins July 1 and ends June 30 of each year for purposes of this Act); the Board shall continue to pay fringe benefits without interruption and the contribution it makes for an employee on the active payroll to continue participation in the health insurance programs, provided the employee pays his/her portion of the premiums to the Treasurer at least five (5) days prior to the beginning of the month that is being covered. If the employee does not pay his or her contribution to the premium cost by the deadline date, then the Board will not be obligated to contribute its share in order to maintain the coverage.
3. Full salary and position will be restored upon the employee's return, the same as if uninterrupted during FMLA leave.
4. The dates requested constitute consecutive leave unless otherwise indicated, with the exception that requested leave may be terminated prematurely if mutually agreed to by both parties.
5. All employees have the right to have all the benefits of this leave fully explained to them by making an appointment with the superintendent of schools.
6. FMLA form must be filled out any time an absence of more than one week is desired and/or anticipated for any one of the qualifying reasons listed on the form.
7. The FMLA form is for district planning purposes, and the information provided to the district may change if in accordance with law.
8. A copy of the FMLA form shall be returned to the employee within 5 working days of the request, once received by the Superintendent with the Superintendent's signature of approval or denial with the reasons for denial.
9. Any employee may choose to use FMLA leave concurrent with accrued sick time up to 12 weeks in a period year.

10. An employee may opt to take unpaid leave under either the Family Medical Leave Act or under the contractual unpaid leave section, but may not use both provisions for the same incident.

## **G. VACATIONS**

### **Eligibility**

Bargaining unit members employed on a 12-month basis shall receive paid vacation time. Said vacation time may be used by eligible bargaining unit members at times of the bargaining unit member's own choosing subject only to the condition where more than one bargaining unit member requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting bargaining unit members from being absent at the requested times. In such instances, the affected bargaining unit member having the greatest seniority shall be granted his/her preferred vacation date(s). Said vacation will be scheduled with administration at least two (2) weeks in advance, if possible, when students are not in attendance.

Unless there are extreme extenuating circumstances no 260 day employee may take vacation time the week before school starts.

### **Amounts**

#### **1. New Staff**

New 12-month staff employees shall accrue vacation at the rate of five/sixths of a day per month for a maximum of ten (10) days per year. Vacation credit is accrued from the first day of service.

#### **2. Other Staff**

12-month staff are entitled to vacations as follows:

One (1) complete year -- 10 days with pay

Beginning the 4th year (with a continuing contract) -- 11 days with pay

Beginning the 6th year -- 15 days with pay and one day additional for each year of service thereafter to a maximum of twenty-five (25) days (beginning the twelfth year of service).

#### **3. Use**

Employees eligible for vacation shall be permitted to accrue such vacation and carry forward such vacation days to the next year. The maximum accrued vacation which may be carried from one year to the next shall be ten (10) days.

Since the maximum accrued vacation which may be carried from one year to the next is ten (10) days, when a person is separated from employment from the school district, he is entitled to up to ten (10) days pay from the previous year (whatever the employee has carried over) plus the prorated portion for the current year of all earned but unused vacation time. Compensation for this vacation time shall be based on the member's then current rate of pay. Vacation time shall be computed as of each bargaining unit member's beginning and ending contract dates for the current and previous year.

#### **4. Prior Service Credit**

A 12-month support staff employee may combine prior service with the state or any of its political subdivision with service in the district to determine the number of weeks paid vacation to which they are entitled.

#### **5. Payment of Accumulated Vacation Leave Upon Separation**

Payment for vacation leave accrued or unused must be paid within thirty (30) days of separation, termination, or resignation of employment. If retirement is effective December 31 or January 1, vacation payment shall be made subsequent to January 1 but within thirty (30) days.



## ARTICLE V

### COMPENSATION/PAYROLL PRACTICES/FRINGE BENEFITS

#### A. SALARY

The basic salary or hourly rate of each member of the bargaining unit covered by this Agreement will be adjusted to reflect the rates set forth in the applicable basic salary schedule as found in Appendixes B through G.

#### B. SALARY SCHEDULE PLACEMENT

##### CERTIFICATED/LICENSED STAFF

The maximum years of credit for teaching and/or credit experience outside the Wayne Trace Local School system shall be ten (10) years. Years of service for the teaching salary schedule placement purposes shall be credited according to the following:<sup>3</sup>

1. All years of teacher service in the District regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
2. All years of teaching service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the O.R.C., or in another public school regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
3. All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program, or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 of the O.R.C. regardless of training level with each year consisting of at least one hundred twenty (120) days.
4. All years of active military service in the armed forces of the United States as defined in Section 3307.22 of the O.R.C. to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight continuous months or more in the armed forces shall be counted as full years.

##### SUPPORT SERVICE STAFF

Each member of the bargaining unit employed by the Board in a support service classification shall be given credit for up to five (5) years of public service outside the district, or for up to five (5) years of military service in the Armed Forces of the United States or any combination of both not to exceed five (5) years of service for proper placement on the salary schedule.

If prior public service is to be granted, a copy of the public retirement statement showing years of credit granted by the retirement system shall be furnished to the Board Treasurer. Prior service credit will only be granted for those years that are full years, not calculating multiple years to earn one (1) year of credit.

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<sup>3</sup> See also - Filing & Maintenance of Certificates

If armed forces credit is to be granted, a copy of discharge or separation form 214 shall be furnished to the Board Treasurer.

Proof of prior service credit must be submitted to the Treasurer's office no later than 90 days after the first date of work. Proof will be the submission of statements from the appropriate retirement system.

**C. ADVANCEMENT ON SALARY - ADDITIONAL TRAINING**

A staff member may advance to a higher level on the salary schedule by fulfilling the following:

1. The Bargaining Unit Member shall provide documentation of completed additional undergraduate/graduate hours from an accredited college or university to move to the B.A. 9 or B.A. 21 columns. Such hours shall have been earned after the date of the degree being awarded.
2. The Bargaining Unit Member shall provide documentation of completed graduate hours to move from the M.A. column to the M.A. 15 column. These additional hours do not have to have been earned prior to the awarding of a Master's degree.
3. It is the employee's responsibility to verify by transcript or letter from the college or university where the course work was completed. Coursework submitted by October 1 will be effective the first day of the new contract. Coursework submitted after October 1 through February 1 will be effective January 1. Any coursework submitted after February 1 will be effective with the next contract year.

**D. PAY PERIODS**

All employees will be paid every two weeks, beginning when the individual's contract begins, which varies, as indicated below. The employees will be paid in twenty-six (26) equal installments to be dictated by the individual's contracts and commitments.

Current staff may continue to receive paper checks or elect for direct deposit of their pay checks to the bank of their choice. Said election is permanent and may not be reversed except for special circumstances where the decision of the Treasurer is final.

All new employees and substitute employees are required to have their checks direct deposited to a bank of their choice.

When the pay date falls on a holiday, checks will be delivered the day before the scheduled pay date. When schools are not in session, checks will be forwarded at the option of the employee by:

1. Special mailing, with postage paid by the Board and mailed so as to arrive on the scheduled pay date.
2. Held for the staff member to pick up at the office.

When employees experience a three (3) week gap in pay, the Treasurer's office will notify employees six (6) months in advance.

Any staff members who needs to turn in payment requests for activity runs, Saturday school dates, overtime pay or any other pay, must have the proper paperwork turned in to the Treasurer's office by 9:00 a.m. Monday of payroll week.

## **DEDUCTIONS**

Deductions from pay may be made for the following items:

1. Unauthorized or unpaid absence
2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer.
3. Retirement, dues, and contributions.
4. Annuities
5. Insurance
6. U.S. Savings Bonds
7. Political Contributions
8. Credit Union
9. Association Dues and Assessments
10. Indiana income tax

A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. Such authorizations should be submitted before school starts, if possible, or as soon thereafter as possible, but in any event no later than October 1st of each year. Except where minimums are otherwise required by the company or other government agencies, a minimum withholding shall be at least \$1.00.

## **CONTINUOUS PAYROLL DEDUCTION OF ASSOCIATION DUES**

The Employer agrees to deduct from the wages of any employee-member of the Union, the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any employee-member of the Union. All monies deducted for such purposes shall be paid promptly to the Union.

Deductions will be made in twenty-two (22) equal installments during the school year. Deductions shall begin with the first pay period in October.

The Employer, on a monthly basis, shall transmit to the union a single check in the amount of all dues so deducted.

In the event an employee severs employment the Treasurer shall deduct all owed and remaining dues from that employee's last check.

Should any employee resign or drop their membership from the district in midyear, the board shall deduct remaining annual dues from the employee's last paycheck.

Continuous payroll deduction of WTEA/OEA/NEA dues shall carry from one year to the next unless the bargaining unit member notifies the Treasurer and Association President in writing by September 15 of each school year.

Except for Association dues withholding as otherwise provided herein, said deduction(s) shall commence with the first check of the next quarter following submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

Authorized withholding may be increased or decreased or halted, but such adjustment may be made only once during the course of the school year.

**E. CONSOLIDATION OF DUE DATES AND CENTRAL OFFICE LIMITATIONS INVOLVING:**

- A. Payroll Deductions
- B. Filing of Certificates
- C. Changes in Pay Status/Additional Education and Training/Adv. on Salary
- D. Section 125 Plan
- E. Method of Payment for Association Dues
- F. Annuity Limitations
- G. Direct Deposit Limitations

Changes in pay status and certain payments cannot be made to employees unless proper verification materials have been submitted to the central office. All elective deductions to payroll or any documentation or material which might effect a change in pay status should be turned in to the central office before school starts, if possible, (or as soon thereafter as possible) but no later than October 1 of each school year. Those items involving an October 1 deadline include: (1) submission of certificates necessary for employment and payment of wages; (2) changes in pay status; or (3) other changes which might affect the amount of one's pay. Employees failing to meet the October 1 deadline could waive their rights to make such changes for that school year.

Employees will have the opportunity to join or participate in the Section 125 Plan at the time of initial employment and then each year during open enrollment.

Continuous payroll deduction of WTEA/OEA/NEA dues shall carry from one year to the next unless the bargaining unit member notifies the Treasurer and Association President in writing by September 15 of each school year.

Employees may make contributions to a tax-sheltered annuity. Each employee can elect to tax shelter a part of their salary up to the allowable IRS amounts at any time during their employment. It is the employee's responsibility to notify the treasurer what annuity company they wish to purchase from. Only the annuity companies with which the Board currently transacts business shall be used with no new annuity companies being introduced to the district unless six (6) or more employees request from the treasurer enrollment with a new company. No existing annuity companies will be dropped if they are among the existing; however, new annuity companies added subsequent to this date must maintain a minimum of six (6) district enrollees at all times, or the treasurer reserves the right to discontinue doing business with such a company.

The number of direct deposits the central office agrees to administer to employees shall be limited to two (2) financial institutions and no more than two (2) separate accounts at each of these institutions or one financial institution with a maximum of four accounts. If direct deposit is chosen, deductions must equal 100% of pay.

**F. DAILY OR PER DIEM RATE DEFINED:**

1. In computing deductions for those absences of salaried employees for which a deduction in pay is to be made, the basis shall be called the daily or per diem rate. The daily rate shall be calculated by dividing the number of work days in the adopted

school calendar applicable to the affected assignment and/or job classification into the salary of the individual.

2. Salaries of persons working less than a complete school year shall be calculated on the number of actual days worked times the daily rate.
3. Salaries of personnel employed on an hourly basis shall be subject to approved deductions computed on an hourly basis.

#### **G. WAIVER OF SALARY NOTIFICATION**

The Treasurer shall notify all employees of their current salary status by July 1 of each year. The notification shall be in accordance with ORC 3319.082 and 3319.12. The Association agrees to waive this notice if the salary has not been established due to negotiations.

#### **H. COMPENSATORY TIME**

Compensatory time shall be defined as time worked beyond forty (40) hours by a non-salaried or non-teaching employee with this same employee requesting time and one-half off in place of monetary compensation at this same rate (time and one-half).

##### **Less Than 12 Month Employees:**

Compensatory time shall be limited to a total accumulation of twenty-four (24) hours in a six (6) month period. As time is used, it can be replaced but is not to exceed twenty-four (24) hours accumulation at any one time.

The six (6) month periods shall be defined from September 1 to February 28 and from March 1 to August 31 of each year. At the end of each six (6) month period (February 28 and August 31), each employee shall at the employees discretion, either be paid compensatory time accumulated but unused (maximum of 24 hours cumulative) or carry unused compensatory time over to the next 6 months. The treasurer shall conduct an inservice on record keeping regarding this provision upon initial employment.

All accumulation of compensatory time shall be approved by the appropriate building supervisor or superintendent. Members receiving compensatory time must submit bi-weekly payroll records/record-keeping reports until such time that all available compensatory hours have either been paid for or used. If compensatory time is not submitted with bi-weekly payroll information, the hours shall be treated as overtime and compensated as such. The amount still available to the employee shall be verified on the form devised for this purpose.

Use of compensatory time shall be scheduled with the administration at least two weeks in advance, if possible, and when students are not in attendance to minimize use of substitutes.

##### **12 Month Employees:**

Compensatory time shall be limited to a total accumulation of forty (40) hours in a six (6) month period. As time is used, it can be replaced but is not to exceed forty (40) hours accumulation at any one time.

The six (6) month periods shall be defined from September 1 to February 28 and from March 1 to August 31 of each year. At the end of each six (6) month period (February 28 and August 31), each employee shall at the employees discretion, either be paid compensatory time accumulated but unused (maximum of 40 hours cumulative) or carry unused compensatory time over to the next 6 months. The treasurer shall conduct an inservice on record keeping regarding this provision upon initial employment.

All accumulation of compensatory time shall be approved by the appropriate building supervisor or superintendent. Members receiving compensatory time must submit bi-weekly payroll records/record-keeping reports until such time that all available compensatory hours have either been paid for or used. If compensatory time is not submitted with bi-weekly payroll information, the hours shall be treated as overtime and compensated as such. The amount still available to the employee shall be verified on the form devised for this purpose.

Use of compensatory time shall be scheduled with the administration at least two weeks in advance, if possible, and when students are not in attendance to minimize use of substitutes.

**I. FLEX TIME**

For purposes of this agreement, flex time shall be defined as time which can be adjusted within the regular work week by the employee requesting and by mutual agreement between the non-certified employee and the appropriate building principal or superintendent. Flex time will be defined on the basis of straight time--one hour of regular hours worked traded for one hour worked outside regularly scheduled work times.

Non-salaried or non-teaching members of the support staff who are required to report early or stay beyond their regularly scheduled hours shall, in coordination with the appropriate building principal, be provided with the opportunity to adjust their regular work week hours for the remaining portion of the work week.

**J. SUBDIVISION OF BARGAINING UNIT**

There shall be no division of bargaining unit work into half time or other multiple fractional positions where a full-time employee could fill such position except where current employees only desire part-time employment and the employer is, therefore, compelled to complete the assignment or position by hiring yet another part-time employee.

**K. PAY FOR TRAINING / MILEAGE RATE (CLASSIFIED STAFF)**

Any employee in the bargaining unit who is required by law, the Board, or Superintendent to secure additional training in the classification to which they are currently assigned shall be reimbursed for the expenses including but not necessarily limited to registration, books, course or training fees and mileage to and from the site of training at the rate of the universal IRS rate.

## **L. OVERTIME AND CALL BACK/PREMIUM PAY/MISCELLANEOUS**

### **CLASSIFIED STAFF**

Scheduled hours worked in excess of forty (40) hours in a work week and not compensated through the comp time/flex time provisions above shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

During the heating season routine overtime for the maintenance of the heating plant will be scheduled. Each custodian will record and report the hours of such time as is necessary to insure that each building is maintained throughout the entire week (7 days).

If any classified staff member is called back to work at a time when he/she is not regularly scheduled to work, the Board shall pay for not less than two (2) hour of work at a rate of time and one-half or its equivalent in compensatory time off. Aside from the call back premium above, the rate of pay for call back duty or extra duty work up to a total forty (40) work hours for all assigned duties including regular duty assignment work hours shall be the regular rate of pay pursuant to the salary schedule herein.

Except in cases of emergency, any employee asked to work overtime will be notified of same at least four hours prior to such overtime.

### **CERTIFIED/LICENSED STAFF**

Where certificated staff are required to report for duty or perform professional services such as, but not necessarily limited to, attend committee meetings, draft curriculum/course of study, participate in school county wide text selection committee in addition to regularly assigned duties, shall be compensated for all such "extra duty". Such compensation shall be the staff member's per diem rate pro-rated on an hourly basis for each hour or major fraction thereof of such service required.

## **M. STRS, SERS PICK-UP**

The Board will pick-up (assume and pay) contributions to the State Teachers Retirement System, or State Employees Retirement System whichever is applicable, upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the full amount of the employee's contribution toward STRS, or SERS. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage otherwise required for all members of the bargaining unit contributing to STRS, or SERS shall apply uniformly to all such members of the bargaining unit.
3. 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.

The Board Treasurer will prepare and distribute an addendum to each employee's contract which states:

1. That the employee's contract salary consists of:
  - a. A cash salary component and
  - b. A pick-up component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee;
2. That the Board will contribute to STRS, or SERS an amount equal to the employee's otherwise required contribution to STRS, or SERS for the account of each employee; and
3. That sick leave, severance, vacation, supplemental, extended service pay, insurance benefits or any other pay or benefit which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

All subsequent contracts and salary notices for those affected employees will include the provisions of the above addendum.

#### **N. SUBSTITUTE PAY SCHEDULE**

1. The Board shall pay a substitute teacher at a board approved rate.
2. The Board shall pay for hours served in the various positions: Elementary Library Aide; High School Library Aide; Study Hall Monitor and Secretary at a board approved amount.
3. The Board reserves the right to offer competitive compensation for substitute positions at rates set annually by the Board.

(for substitute Working Conditions, see page 82,83)

#### **CERTIFIED/LICENSED**

A substitute teacher, after sixty (60) consecutive days of service, shall be paid a salary commensurate with his/her training and experience according to the adopted teacher salary schedule.

Checks for substitutes shall be issued at the same intervals as the regular payroll but information on days worked must be to the treasurer by the Monday prior to the payroll being issued.

#### **CLASSIFIED**

A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for their experience level at the temporary assignment for those duties where the full responsibility and/or duties are required.



## **O. SUPPLEMENTAL DUTIES**

### **Definition**

Service(s) by members of the bargaining unit which extend before or after such member's regular duty(s) and/or is (are) not a part of the member's regular duties shall be deemed supplemental duties and shall be set forth in a limited contract of one year.

Such supplemental contract shall specify the duty(s) to be performed, the compensation to be paid, and the duration of the supplemental contract.

Unless otherwise set forth herein, such contract shall specify when and how compensation for supplemental duties will be paid.

The employee's performance of contracted supplemental duties will not adversely affect personnel decisions regarding the employee's regular employment.

Supplemental positions shall be posted and bid in accordance with the same procedures utilized for regular positions.

All supplemental contracts automatically non-renew at the end of each school year.

A member of the bargaining unit offered a supplemental contract pursuant to this provision shall execute and return such contract to the Treasurer of the Board before the first payment of the supplemental contract is to be paid. Failure to execute and timely return such supplemental contract as required herein shall constitute a rejection of such offer of employment.

Participation in and emphasis on extra-curricular activities may vary from year to year. The Board reserves the right to not fill, to delete, or to add new positions.

## **P. PAY FOR SUPPLEMENTALS**

All supplemental contracts will have a ten percent (10%) bonus figured into the total amount of the supplemental.

1. The amount awarded to the individual will first be figured by using the supplemental pay schedule so that the appropriate percentage and years of experience are taken into account.
2. Once the supplemental amount has been calculated; a 10% bonus will be figured into and added to the total.
3. The supplemental will be paid following normal guidelines.

The salaries for the following positions have been determined by considering the responsibility of the position and the time involved. Each "group" has three (3) increments for experience.

The experience, whether continuous or non-continuous, attained within the district's supplemental/extra-curricular system within a specific category (i.e. Football, Basketball, Volleyball), will be counted for purposes of placement on the supplemental/extra-curricular

salary schedule. Those newly employed from outside the district for supplemental/extra-curricular positions will be credited for up to five (5) years of appropriate experience. Non-sport experience in extra-curricular assignments, whether continuous or non-continuous, will be credited within each specific area or assignment only.

The salary for a position shall be calculated by multiplying the percent associated with the sport or activity at the experience level of the individual by the adopted salary base in effect on September 1 of that school year.

If an activity does not last the entire year, the sponsor or coach shall be paid in three equal parts, two during the activity and a final payment when the activity is complete. A list of the pay periods shall be included in the extra-curricular packet the coach/advisor receives each year. (Must have one week before pay check goes out.) The first two pay periods for all sports occurring during the same time of the year shall be the same.

Contingent upon the respective season being held during the school year as permitted by the OHSAA, State of Ohio, and the district. Employment is specifically conditioned on subject to the activity/season occurring, with a proration in the event of partial performance the employee will receive their first 1/3 payment after the first practice of the season is played. The remaining two (2) payments will be pro-rated based on the length of the supplemental position.

**GROUPS**

<b>YRS Of EXP.</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>
0-3	15	10	9	8	7	6	4	3	2	1.8
4-6	16	11	10	9	8	7	5	4	3	2
7+	17	12	11	10	9	8	6	5	4	2.5
10+	18	13	12	11	10	9	7	6	5	4

**INTERSCHOLASTIC ATHLETICS**

**GROUP**

Athletic Director  
Weight Room Supervisor

I plus 1.5%  
VI

**Fall**

Football (45-49 members is at discretion of Superintendent for additional coach. 50+ members for additional coach)

Head Jr./Sr. High School Boys and District	I
Assistant	II
Assistant	II
Assistant	II
Head Jr. Hi. and Early Asst. at High School	V
Assistant Jr. Hi.	VI

Volleyball

High School Girls	II
High School Assistant/JV	III
Freshman Girls	IV
7th grade Girls	V
8th grade Girls	V

Golf

Head High School Boys	II
Head High School Girls	II

Cross Country

High School	II
Jr. Hi. School	VII

Cheerleader

High School/Fall	II
High School Winter	II
Jr. Hi.	V

## **Winter**

### **Basketball**

Head High School Boys and District Assistant	I
Assistant #2 Boys	VI
Freshman Boys	IV
8th Jr. Hi. Boys,	V
7th Jr. Hi. Boys	V
Head High School Girls and District Assistant	I
Assistant #2 Girls	VI
Freshman Girls	IV
8th Jr. Hi. Girls	V
7th Jr. Hi. Girls	V

### **Wrestling**

High School Boys	II
Assistant & Jr. Hi. Boys	III

## **Spring**

### **Baseball**

Head High School	II
Assistant/JV	III

### **Softball**

Head High School	II
Assistant/JV	III

Track (45-49 members is at discretion of Superintendent for additional coach. 50+ members for additional coach)

Head High School Boys & Girls	II
Assistant (boys)	III
Assistant (girls)	III
Jr. Hi. Head Boys & Girls	V
Assistant	VI
Assistant	VI

### **Student Activities**

Scholastic Bowl Advisor	V
National Honor Society Advisor	IX
High School Student Council Advisor	V
Jr. High School Student Council Advisor	X
Payne Elementary Student Council Advisor	$\frac{1}{2}$ of X
Grover Hill Elementary Student Council Advisor	$\frac{1}{2}$ of X
Drama Club Advisor (1 major production or 1 musical)	VI
Drama Club Tech Assistant	VIII
Boys Faculty Manager	VII
Girls Faculty Manager	VII
Marching Band, Concerts, Contests (Music)	
Lessons, Pep Band	II
Marching Band Assistant	V
Band and Choir Assistant	V

Washington DC Trip Advisor	IX
Yearbook Advisor	III
Class Advisors	
Senior	IX
Junior Class Prom Advisor	VI
High School Concessions Manager	IV
Junior High Concessions Manager	V
Sophomore	IX
Freshman	X
Approved Clubs	
Spanish	X
Art	X
Robotics	X
District Information Specialist	II

Summer School (not including summer school intervention teachers) Per diem of staff member's annual salary prorated to the hour for each hour of service.

Summer School Intervention \$25.00/hr. (Reference page 30)

Non-grant funded 21 <sup>st</sup> Century Site Coordinator and Certified Tutors	\$25.00/hr.
Non-grant funded 21 <sup>st</sup> Century Certified Mentors	\$20.00/hr.
Non-grant funded 21 <sup>st</sup> Century Non-Certified Tutors and Mentors	\$20.00/hr.

Saturday School - \$15.00 per hour

Home Tutoring - Formula based on zero step of the base, Bachelor's column, divided by 182 days, divided by 7 hours.

In-School Tutor - Sub pay divided by hours worked

Local Professional Development Committee - \$25.00/hour

Resident Educator Mentor (per mentee) 1<sup>st</sup> and 2<sup>nd</sup> year: \$1000 each year. 3<sup>rd</sup> and 4<sup>th</sup> year: \$500 each year.

Adjunct professor stipend \$250 per class taught per year.

Event Coverage – Staff members interested in assisting with coverage of events shall contact the Athletic Director each year by June 1 to be trained for the next school year. Those staff members who are interested will be selected for coverage on a rotational basis. Preferences will be given by job classification.

**EXTENDED TIME  
BEFORE SCHOOL YEAR/AFTER SCHOOL YEAR**

Athletic Director	5/5
Vocational Agriculture	60 days
Assistant Instrumental	15 TBA
Director-Instrumental Music/Choral Director	20 TBA

Library	5/5
Guidance - Sr. High School	10/10
Guidance - Jr. High School; Elementary	5/5

**Q. SEVERANCE PAY**

At the time of retirement from active service with the Wayne Trace Local School District, an employee is to be paid in cash for 25% (1/4) of the value of his/her accrued unused sick leave credit. The rate of pay for all such accumulated days shall be the per diem rate of the annual salary as determined by the salary schedule and any supplemental or other salary in effect at the time of last service. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which shall be made under this policy shall be sixty (60) days maximum 240 total plus the following incentive.

If an employee submits their letter of resignation for the purposes of retirement no later than November 1, he/she will receive fifteen percent (15%) of their final average salary as computed by SERS/STRS as a bonus. If an employee submits their letter of resignation for the purposes of retirement no later than January 5, he/she will receive ten percent (10%) of their final average salary as computed by SERS/STRS as a bonus. The criteria to receive the severance bonus is as follows: (1) the employee must be SERS/STRS eligible; and (2) the employee has been with the Wayne Trace School District for 10 years or more.

Reimbursement will occur after July 1 but before December 31. If the employee wants reimbursement by December 31, the employee must comply with current STRS/SERS rules in order to collect the incentive pay. When retirement occurs other than in the spring, reimbursement will occur in a timely manner (within 6 months after retirement) upon submission of the proper paperwork.

The treasurer shall have 30 days after submission of proof to reimburse the employee but not be required to reimburse prior to July 1.

Any employee who meets the service requirements of the above division and who dies while in the employ of the school district, shall on the day of death, be deemed to have terminated employment by means other than retirement, and payment of all severance pay shall be made in the manner prescribed in 2113.04 ORC.

**R. INSURANCE**

**General Provisions**

For those that choose any of the insurance coverages provided herein, the Board shall provide full twelve-month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on all other leaves of absence (unpaid) including but not necessarily limited to those on child care leave, disability leave, sabbatical leave, etc., may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary,

premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Upon separation from employment, the employees shall have the right to assume coverage through Cobra at his/her own expense.

**Hospital Surgical Major Medical**

For those staff electing to participate in the hospital Surgical, Major Medical or any combination thereof, the Board shall purchase from Anthem or other carrier licensed by the State of Ohio, basic, hospital-surgical major medical insurance coverage for each certificated employee now or hereafter employed.

The Board's share of the annual cost of the above insurance coverage and any increases thereof for the duration of this Agreement shall be as follows:

**Certified Staff/10-12 Month Classified**

	<u>Board Contribution</u>	<u>Employee Contribution</u>
<u>For Year 2022</u>		
a. Single Health Insurance	96%	4%
b. Family Health Insurance	85%	15%
<u>For Year 2023</u>		
a. Single Health Insurance	95%	5%
b. Family Health Insurance	84%	16%
<u>For Year 2024</u>		
a. Single Health Insurance	94%	6%
b. Family Health Insurance	83%	17%

If both spouses are employed as certified staff, the Board shall pay the full cost of one family plan.

**All Other Classified Employees:**

<u>Single Health Insurance</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
For 2022	76%	24%
For 2023	78%	22%
For 2024	80%	20%

If both spouses are employed as classified staff, the Board shall pay the equivalent of one single plan towards a family plan. Employees electing any of the above insurance plans not fully paid by the Board shall pay the cost difference between the premium contributions made by the Board and cost of such insurance by payroll deduction. Such deductions will be made uniformly over each of the pay periods for which such insurance coverage is applicable.

The level of coverage provided for either family or single plans shall meet or exceed the current level of benefits in effect as of October 1, 2016.

"FAMILY" means and consists of:

- a. The employee;
- b. The employee's spouse;
- c. The coverage will include all eligible family members as identified in the Affordable Care Act (ACA) as of June 1, 2014. Should ACA change, we will revert back to original contract language dated 2012 pending our insurance carrier will still cover what was in our previous contract. As necessary the parties will re-negotiate this provision.

The Employee shall be required to complete enrollment forms indicating the desired coverage and to meet the enrollment requirements of the policy in effect.

### **Spousal Waiver**

All current employees must have their spouse take insurance with their respective employer as long as the spouse's employer pays 70% of that company's policy cost. The effect will take place July 1, 2009.

All new employees, beginning July 1, 2008, must have their spouse take insurance with their respective employer as long as the spouse's employer pays 70% of that company's policy cost.

If at any time, the spousal insurance benefit paid by their employer is less than 70% of the policy cost, the spouse may return to the insurance policy offered by Wayne Trace with no limitations.

### **HOSPITALIZATION COVERAGE**

**See Appendix Q**

### **HOME HEALTH CARE SERVICES**

**See Appendix Q**

### **PROFESSIONAL SERVICES**

**See Appendix Q**

### **SUPPLEMENTAL MAJOR MEDICAL**

**See Appendix Q**

### **HIGH DEDUCTIBLE HEALTH PLAN (HDHP) SUMMARY OF BENEFITS**

**See Appendix Q (page 114-116)**



## **CARRYOVER PROVISIONS**

Any covered expenses incurred in the three months prior to a new insurance year and which are applied toward an unmet deductible in that year, will be carried over and used toward satisfying the deductible for the following calendar year. This only applies to our PPO Plan.

## **LIFE INSURANCE**

For those certified staff that elect to participate in this plan, the Board shall purchase from any carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit now or hereafter employed in the school system in a dollar amount of \$20,000. Such insurance shall include provisions for double indemnity in the case of accidental death, disability coverage benefit, and conversion privilege, with guaranteed insurability, continuance of insurance with waiver of premium during total disability.

Individual members of the bargaining unit may purchase additional amounts of life insurance coverage through an approved company. The policy amounts may be taken out through payroll deduction provided the employees electing to take advantage of this opportunity adequately meet the requirements of the insuring company.

## **DENTAL INSURANCE**

### **See Appendix R**

The Board shall purchase from Anthem or any carrier licensed by the State of Ohio, employee and family dental insurance protection equal to or exceeding the specifications listed in Appendix R for each certificated employee now or hereinafter employed who is a member of the bargaining unit.

The full cost of this program up to a \$38.51 per month limit shall be paid by the Board.

Classified employees are eligible to purchase dental insurance at their own cost at the currently applicable rate.

## **CARRYOVER PROVISIONS**

Any dental expenses incurred in October, November or December of a year which are applied toward a deductible in that year, will be carried over and used toward satisfying the deductible for the following calendar year.

## **FAMILY SECURITY**

Upon an employee's death, a surviving spouse or dependents are eligible to continue dental coverage through Cobra at their own expense.

## **VISION INSURANCE (Appendix S)**

The Board will pay, in full, the monthly policy cost for the vision insurance for the employee only.

The employee may elect to add additional family members onto the policy, but the employee will pay for those added individuals. The monthly amount the employee will owe for vision insurance, due to adding family members, will be calculated by taking the total cost of the monthly policy and subtracting the cost of the employee's monthly policy cost (which is paid by the Board of Education). The balance will be paid by the employee.

## **DEPENDENT**

Eligible Dependents Include:

Spouse - an individual who is recognized as a spouse by the state, District of Columbia, U.S. territory or a foreign country in which you were married (includes same sex spouse).

Child – your Child will be eligible for coverage under the Plan until the end of the month that they turn 26. Your Child is defined to include your biological children, adopted children (including children legal placed with you for adoption), and children for which there is a court order providing for legal guardianship. (also includes step-children)

Disabled Dependent – your unmarried Child who is permanently and continuously incapable of self-sustaining support by reason of mental or physical handicap existing prior to the Child's attainment of age 26 and for who you are the main source of support and maintenance. The Plan Administrator must receive proof within 31 days of the date the Child is eligible for coverage under the Plan and as required periodically.

## **INSURANCE REVIEW COMMITTEE**

The Association and Board of Education shall jointly form and participate in a study committee with the responsibility of developing and presenting to the Board and to all staff in the bargaining unit the potential alternatives and impact--that is, the cost vs. increased ramification of such alternatives, including, but not limited to:

1. Comprehensive Co-pay
2. Increased initial deductible
3. Differences in coverage between/among plans
4. Change of carrier/3rd party administrator
5. Differences in rates and employee/employer pick up
6. Increasing the size of the consortium
7. Joining another consortium
8. Recommendations for any savings resulting from a change

The Association shall select four representatives to serve and the Board shall select four representatives to serve on this committee. A chairperson shall be selected by the committee. The committee shall report its findings to the Board and the Association upon completion of the work. The Board and Association shall vote within seven days as to the acceptance or rejection of the committee's recommendation concerning their findings.

## **S. SECTION 125 PLAN**

The Board shall implement a flexible spending plan in accordance with Section 125 of the Internal Revenue Code to permit the employees contribution for insurance to be deducted prior to the deduction of federal income tax so long as there is no administrative cost to the Board or employee. Employers will have the opportunity to join or participate in the Section 125 Plan. At the time of employment and then every year at open enrollment.

## **T. TAX SHELTERED ANNUITY**

A tax sheltered annuity plan is established under sections 403(b) and 457 of the Internal Revenue Code. To contribute to the Plans, an employee must enter into a Salary Reduction Agreement with the School District authorizing the School Board to make contributions to the Plan from the employee's pay. When an employee first becomes eligible to be a participant of the Plan, the employee must specify the specific dollar amount of the employee's pay to be contributed. The amount the employee elects will be deducted and contributed bi-monthly within three (3) working days of the first and second pay date of each month until changed or cancelled by the employee. If a month contains a third pay date, no deduction and contribution will be made on such third pay date.

Employees may make contributions to a tax sheltered annuity. Each employee can elect to tax shelter a part of their salary up to the allowable IRS amounts at any time during their employment. It is the employee's responsibility to notify the treasurer what annuity company they wish to purchase from. Effective September 1, 2005, only the annuity companies with which the Board currently transacts business shall be used with no new annuity companies being introduced to the district unless six (6) or more employees request from the treasurer enrollment with a new company. No existing annuity companies will be dropped if they are among the ones existing as of September 1, 2005 unless all employees cease to use a company. Once there is no employee transacting business with a given company that company will be dropped. Further, new annuity companies added subsequent to this date must maintain a minimum of six (6) district enrollees at all times, or the treasurer reserves the right to discontinue doing business with such a company.

## **U. INSURANCE OPT-OUT INCENTIVE PAYMENT**

Any member of the staff bargaining unit member who is enrolled in the single plan for Hospital Surgical Major Medical Insurance as provided herein, or who elects not to enroll, shall be eligible for a Board paid insurance opt-out payment in accordance with Appendix X.

## **V. STIPEND FOR INTERNAL PROFESSIONAL DEVELOPMENT**

Professional Development, completed by internal personnel, shall be paid in the following way.

1. The professional development will be approved by the Superintendent, and the number of hours of compensation for at home preparation time, will be agreed upon prior to the preparation taking place.
2. The person will be paid at a rate of \$25.00 per hour.

## **W. EMPLOYEE BACKGROUND CHECKS**

Pursuant to Ohio Revised Code 3319.291 and 3319.39, all employees are required to complete a background check for licensure.

All eligible bargaining unit members will be reimbursed for a background check retroactive to January 1, 2008 with presentation of documentation.

All employees are eligible for reimbursement one time per five (5) years for said background check.

## **X. TUITION FUND FOR STAFF COURSEWORK**

The Board shall create a pool of \$14,000 per year to reimburse employees for graduate level classes' tuition and Praxis III testing. In order to qualify, the employee must obtain a "B" level grade or better or a Pass in pass/fail graded. Employees must submit application on forms obtained from the Treasurer's office between April 1 and May 15. Funds will be paid out no later than June 30 of each year according to the following formula:

The total amount spent by all employees submitting, divided by the total amount of the pool equals a percentage.

The employee will be paid a percentage obtained by the formula of the actual amount he/she spent. Each year the total amount of the pool shall be dispersed for the purpose of this section.

The Board shall only be responsible for maintaining a total of \$14,000 at the start of each school year with one exception. In the event the state disperses funds for Praxis III testing or tuition reimbursement, this amount shall be added to the total pool unless otherwise restricted.

Employees must submit to the treasurer proof of the actual amount spent plus proof of a passing grade no later than May 15. In the event the course or learning institution prevents the submission by May 15, the employee may submit the following year.

If the state requires the district to pay for a percentage of testing, the percentage amount will not come from the tuition reimbursement fund. The employee cannot submit for testing cost if the employee has not incurred any loss.

Employees on an Alternate Educator License may not utilize the tuition fund until they have obtained their provisional certification.

## ARTICLE VI

### WORKING CONDITIONS

#### A. WORK YEAR

The length of the school year for staff shall be as follows:	<u>Total Work Days</u>
Certified Staff not on extended service contracts	182 days
Food Service personnel (cooks/cashiers)	181 <sup>45</sup> days
Head Cook	190 days + 90 hours
Bus drivers (includes 1 inservice day)	181 <sup>4</sup> days
Teacher aides/Elementary Buildings	182 <sup>4</sup> days
Library Aides/Elementary Buildings (Five days before the school year and five days after the school year)	192 <sup>4</sup> days
Study Hall Monitor	182 <sup>4</sup> days
<u>Secretaries:</u>	
Principal's Secretary Jr./Sr. High School	198 <sup>4</sup> days
Payne	198 <sup>4</sup> days
Grover Hill	198 <sup>4</sup> days
EMIS/Jr./Sr. High School Guidance Secretary (Extra days as needed)	207 <sup>4</sup> days
Maintenance/Custodial Staff/Bus Mechanic	253 <sup>4</sup> days
<u>Sweepers:</u>	
Payne	190 <sup>4</sup> days
Jr./Sr. High School	190 <sup>4</sup> days
Grover Hill	190 <sup>4</sup> days
Day Sweeper Jr. High	177 <sup>4</sup> days

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<sup>4</sup> Work days not including paid holidays

<sup>5</sup> Includes 1 inservice, 1 pre-clean up food preparation, 1 post clean-up

## **B. WORK WEEK**

The normal work week for all bargaining unit members shall be Monday through Sunday with the exception of night maintenance work. Summer hours begin with the first Monday following the end of the regular school year and end the last Sunday preceding the start of the next school year.

## **C. WORK DAY**

### **Certificated Staff**

The normal length of the school day for certificated staff shall be 7 hours.

### **Faculty Meetings**

Certified staff may be required to report early or to remain after the end of their workday without additional compensation not more than one (1) day each month to attend faculty or other professional meetings or not more than sixty (60) minutes duration. All after school meetings shall begin no later than fifteen (15) minutes after student dismissal time. When extenuating or special circumstances arise, a special meeting may be called.

All faculty members will arrange their schedules so as to attend unless excused by the building principal.

The principals will notify staff at least one week in advance of a faculty meeting unless the nature of the meeting precludes an otherwise timely notification. In such cases the principal will give as much advance notification as is possible.

### **Classified Staff**

The normal work day<sup>6</sup> for support staff bargaining unit members is as follows:

1. Secretaries: Elem./Jr./Sr. High School - 7.5 hours for entire contract.
2. Maintenance-Custodial Staff: Jr./Sr. High School/and Elementary: 40 hours per week, 8 hours/day. Such employees shall have a 30 minutes duty-free unpaid lunch and/or dinner where applicable. In the event that maintenance staff are routinely required to work during their regular lunch period, lunch will be provided.
3. Sweepers: Jr./Sr. High School - 40 hours/week, 8 hours/day  
Payne - 40 hours/week, 8 hours/day  
Grover Hill - 40 hours/week, 8 hours/day

Such employees shall have a 30 minute duty-free unpaid lunch and/or dinner where applicable.

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<sup>6</sup> Represents only the minimum number of hours/day – Some staff may be assigned additional hours as part of their regular schedule.

4. Food Service Personnel
- High School:
- |                    |  |
|--------------------|--|
| Head Cook:         | 6.5 working hours/6.5 hours on holidays + 90 hours |
| Cook/Cashier:      | 6.5 working hours/6.5 hours on holidays            |
| Head Cashier/Cook: | 6.5 working hours/6.5 hours on holidays            |
- Elementary School:
- |                    |  |
|--------------------|--|
| Head Cook:         | 6.0 working hours/6 hours on holidays + 90 hours |
| Cook/Cashier:      | 6.0 working hours/6 hours on holidays            |
| Head Cashier/Cook: | 5.0 working hours/5 hours on holidays            |
5. Instructional Aides:
- |                                 |  |
|---------------------------------|--|
| Library (Elem.)                 | 7.5 hours plus 1/2 hour duty-free unpaid lunch         |
| Kindergarten,<br>Teacher's aide | 6.5 working hours plus 1/2 hour unpaid duty-free lunch |
| Music Aide (HS/JH)              | 6 hours  |
| Study Hall Monitor              | 6.5 hours plus 1/2 hour unpaid duty-free lunch.        |

Any additional time worked shall be turned in on regular bi-weekly payroll timesheets.

**D. CHANGES IN WORK DAY**

Normal working hours will not be changed without the express consent of the affected employee(s) and the Association.

**E. RELIEF TIME**

All classified staff bargaining unit members scheduled to work continuously for 2 1/2 or more hours will be entitled to two (2) fifteen (15) minute relief times, (one relief period prior to lunch and one following lunch), except that bargaining unit members working overtime hours will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked.

All cafeteria personnel will be permitted the equivalent of the appropriate break time to be taken as their cooking/serving schedules permit and may leave early by an amount not to exceed 15 minutes when such breaks and/or lunch cannot be taken during the course of the work day.

The head cook, at the high school building, will be given a substitute for the whole day to work the school lunch line while the head cook oversees the senior citizen luncheon.

**F. CALENDAR DEVELOPMENT AND ADOPTION**

**Step 1**

The Superintendent and Association President meet in September of each year to discuss parameters for the upcoming school year's calendar. Typically, these parameters must be taken into consideration: Vantage students' attendance days, a calendar which ends

without makeup prior to June 1, and a calendar which meets the standards on special days for minimum school day and minimum school year.

### **Step 2**

The Association President or delegate polls classified and certified staff to determine how they wish to handle teacher in-service days and parent-teacher conference days.

### **Step 3**

The Association President or delegate puts together 2 or 3 calendar options which show concern for the parameters discussed with the Superintendent. In September, prior to submitting such calendars to a vote by the association, the association president shall arrange for a meeting with the superintendent, to ensure the proposed calendars meet with parameters established. At that meeting, all shall also ensure that the number of days scheduled will meet contractual obligations.

### **Step 4**

All calendars developed by the Association are voted upon until one calendar receives majority preference by Association members.

### **Step 5**

If the parameters are met, the Association submits its number one choice to the Board for acceptance.

### **Step 6**

The Board either accepts the calendar or rejects it, giving its reasons to the Association President in writing if the calendar is rejected.

### **Step 7**

The calendar for the upcoming year must be adopted by the Board no later than the March Board meeting.

### **Parent-Teacher Conference**

A minimum of one (1) day per school year shall be scheduled for the purposes of parent-teacher conferences in grades K-12. Such days are to be credited as school days in the calendar.

Certificated bargaining unit staff shall be compensated with an equivalent amount of time off for time spent beyond the school day.

### **Teacher In-Service**

Each year, no less than four (4) days will be utilized for teacher work days and in-service for professional development purposes.



Early-in days may begin as early as 7:00 A.M. at the high school/junior high school and both elementary schools, but it is the principal's responsibility to ensure that the minimum school day standard of at least 5 hours of in-service is scheduled for in-service days.

**G. PLANNING TIME**

The schedule for each full-time equivalent certified staff shall include at least two hundred (200) minutes per week for instructional planning, grading and/or evaluation conferences.

The term "preparation and conference time" shall mean work time during the teacher work day, exclusive of the professional staff member's daily duty-free lunch period. This time is generally used by a professional staff member for any school-related duties.

The professional staff member (K-12) shall be provided with a daily preparation period. Such preparation shall be the same length as a regular class period, but not less than forty (40) minutes in length.

**H. LESSON PLANS**

Professional staff members shall be responsible for the preparation of lesson plans where such staff has a teaching assignment. Such lesson plans will be prepared for daily lessons not less than three (3) days in advance. All daily lesson plans will be available/accessible within each assigned classroom or assigned teaching area at a location designated by the building principal. All such plans will be consistent with current adopted course objectives and the curriculum guides. Special lesson plans may be submitted by staff for use by substitutes.

**I. SUPPLY/MATERIAL PURCHASE & BUDGETING**

The District will provide the necessary supplies and materials. The principal will inform each staff member of their annual budget.

**J. CLEANING SUPPLIES & TOOLS**

The School District will provide all of the cleaning supplies and tools necessary to clean the work area, kitchen, bus, classroom (especially elementary), etc. Such supplies shall be readily accessible at the primary work location applicable to the job classification. (kitchen, bus garage, custodial storage closet) Access to cleaning supplies and tools for some shall be made available to certified staff who request same.

Tools that are the property of the bus mechanic or maintenance department used in their daily duties that are damaged will be replaced by the district upon approval from the supervisor. The purchases will follow the district's purchase policy.

**K. SPECIAL PROVISIONS RELATED TO BUS DRIVERS AND TRANSPORTATION**

**1. Posting and Bidding of Bus Routes**

Routine runs or trips added or organized and anticipated to operate on regular schedules for a period of more than twenty-five (25) days shall be posted to be claimed by the most senior driver requesting the run or trip if the run or trip does not interfere with regular or normal A.M. and/ or P.M. routes and shall be considered part

of that route or run. Initial bidding of bus routes shall begin no less than 5 days before school starts.

- a. The above rule shall not apply if and when such addition to a route would require excessive additional miles to transport the bus to and/or from the point of origin and/or conclusion.
- b. A routine run or trip described above, awarded and then terminated at a later date because of a change that originally caused the run or trip to be created, shall not be considered grounds for bumping as described in the preceding paragraph even when such change requires a re-timing and adjustment in compensation for the driver.

## **2. Procedure for Awarding Bus Routes**

To the extent possible, bus runs will be equalized according to the following criteria:

- a. The number and names of pupils;
- b. Capacity of the bus; and
- c. Total length of time required to complete the entire run of all assigned stops.

All vacant or new bus runs shall then be posted for a period of not less than ten (10) work days. Such posting shall contain (a) a description of the run and list of pupils on route; (b) the approximate number of students; (c) the bus to be used for the run; and (d) the approximate time of route based on transportation software. All postings and notices shall be placed in the Payne bus garage and the Grover Hill office in a location accessible to the drivers and other employees.

Each such run shall be awarded to the most senior bidding employee for that run. All runs shall be effective beginning the first day of school. In the event of a permanent vacancy, due to a driver leaving employment with the Board in the middle of the school year, his/her run shall be posted for a period of five (5) working days and bid upon in accordance with the above enumerated bid procedures. Openings resulting from runs vacated due to the bid procedure shall be bid upon according to the initial bidding procedures above.

When school bus runs are reorganized or whenever there is (are) a change(s) that results in more than 15 minutes in working conditions or overall pay to a senior bus driver, that driver shall be permitted to bid (bump) into any other route or assignment of runs driven by a less senior bus driver.

### **BUS ROUTE TIMING FORMULA**

Bus drivers will be paid based on the following formula.

Timed routes for each bus driver shall be calculated using the transportation computer software, utilizing all stops with all students and the appropriate parameters to simulate actual driving conditions (at bargaining time set at 44 mph maximum speed) plus thirty (30) minutes added for contingency and pre-trip.

In the event the employee or employer believes a bus route is inaccurately timed, either party has the right to notify the other party in writing of such discrepancies. The

transportation director and a representative from the Association shall ride the bus, if necessary, in order to arrive at a more accurate timed route.

The route will be estimated in the summer for the purposes of bidding. This will be the base upon which the total pay is calculated (187 days).

The total pay is divided by twenty-six (26) pays to determine the amount of pay per paycheck. This will be the amount of the first pay.

The transportation director will retime the route on or near the 3rd Friday of school, and this timing will become the established route. The base salary will be adjusted accordingly and the remaining pay amounts will be calculated.

All sick days, personal days, inservice, snow and holidays will remain the same.

### **3. Awarding of Field Trips and Extracurricular / Athletic Trips:**

Except in cases of emergency, field trips, extracurricular activities, and/or athletic trips will be posted to the drivers. Such extra trip runs notice will indicate whether or not the regular afternoon bus run can be completed. Such trips will be awarded on a rotation basis by seniority from the posted list of drivers who have signed for extra runs as follows:

- a. At the beginning of each school year, bus drivers will be given a form upon which they will indicate their intention to be placed on the rotation list as well as their interest in other activity and field trip runs. All of the names of interested drivers will be placed on the list in order of seniority. Bus drivers will also be asked to indicate on this form if they are or are not willing to chaperon the students they might transport on field trips. Bus drivers will not be required to serve as chaperons to students on field trips, but they may volunteer to do so if requested.
- b. As a driver is offered an available trip, his/her name is to be checked off, indicating acceptance or rejection of the trip.
- c. If a signed driver does not desire extra trips or shuttle runs, he/she shall have the option of withdrawing his/her name from the rotation list. If a driver accepts a trip and then for any reason must decline the trip, the driver's name will still be at the bottom of the list.
- d. A driver may decline such extra service but will retain his/her position on the list for extra runs until he/she accepts offered work.
- e. Such runs will be offered in sequence from those highest on the list toward those lowest on the list.
- f. As soon as a trip is awarded to a driver, the driver accepting the work will be moved to the bottom of the list.
- g. All scheduled extra runs will be taken. If the driver selected for the run becomes unavailable, regular drivers will be asked first, then substitute drivers may be asked to make the trip. If no substitute is available, the most junior driver(s) who is/are available on the seniority list will cover the scheduled trip(s).

- h. The cost of admission, if any, to park the bus or gain entry of bus to the event or location, meals and lodging, where applicable, will be provided by the employer.
- i. Trips will be posted by the transportation supervisor to the drivers no later than the 15<sup>th</sup> of each month. Drivers will return trip requests no later than the 20<sup>th</sup> of each month to the transportation supervisor. Transportation supervisor will issue trip tickets for awarded trips to the driver no later than the 1<sup>st</sup> of each month. If previous mentioned dates do not match work days, the deadlines will be adjusted accordingly.
- j. Once a driver has been awarded a trip, if the time changes and it conflicts with their regular bus route they have the option to keep the trip and get docked for their regular bus route as long as a sub is available to drive their regular bus route.

#### **4. Awarding of Shuttle Runs**

Shuttle runs are scheduled runs that occur from one educational facility to another educational facility. Shuttle runs may occur before or after the driver's regularly scheduled hours, or during the school day.

Routine shuttle runs may be scheduled and included as a part of a regular bus route. Non-routine shuttle runs (new), which are not scheduled and included as part of a regular bus route must be posted according to the procedures for the posting and bidding of bus routes.

If a shuttle run becomes necessary in connection with the alternative School, the terms and conditions of this shuttle run shall be negotiated with the Association.

#### **5. Bus Driver Compensation**

- a. All field trips, extra curricular events and extra shuttle runs will be paid at the rate shown in the compensation provisions herein for the current school year.
- b. When Regular Route Cannot Be Run and Extracurricular Trips, Field Trips, or Shuttles Are Cancelled Within an Hour of Departure Time - Bus driver will be compensated a minimum of two (2) hours of pay or their regular route pay, whichever is greater, even if such trip is canceled, when such cancellation occurs so late that the driver cannot run his/her regular route.
- c. When Field Trip is Scheduled on a Non-School Day and the Trip or Shuttle is Cancelled Within an Hour of Pick-up or Departure Time - Bus driver shall be compensated for 2 hours of pay.
- d. For Trips Taking More Than 2 Hours Which Do Not Fall Between the Drivers Regular Morning and Afternoon Runs - Bus driver shall be compensated for clean up for an additional 15 minutes.
- e. Staff Driving Buses to or from Their Own Extracurricular Activities or Field Trips - Staff members driving bus and concurrently working in another capacity shall be paid for driving time only.

- f. For Classified Staff Assigned Away from Regular Duty Due to Bus Driver Unavailability - Such staff shall receive the greater amount of pay between the two positions.
- g. For Training Activities in Which the Board (Or Its Representative) Request or Require Bus Drivers to Participate Or Where Bus Drivers Serve as Trainers - Bus driver will be paid at their regular rate of pay for any training activities in which they are requested or required to participate or where they are the trainer.
- h. For Bus Fueling, Clean Up, Breakdowns, and Other Special Situations as Per Current Practices - Bus drivers shall be compensated at their regular rate of pay for additional time beyond the regular bus run to which the affected individual(s) is assigned. Breakdown / downtime shall be defined as any mechanical failure or the inability of the bus to move during the course of a route or bus run due to weather conditions, detainment of the driver by a law enforcement agency, or for any other reason beyond the control of the driver.

## **6. Physical Examinations/Commercial Driver's License/Drug Testing**

The employer will pay for any annual physical examination required for the maintenance of licensure or which may otherwise be required annually. The employer shall select the physician from which to secure the physical examination.

- a. Both the Association and the Board recognize illegal drug usage and impairment due to alcohol are threats to the safety of our employees, students, and the public. The goal of the drug and alcohol testing program is prevention of abuse, the dangers arising therefrom, and where possible, rehabilitation.
- b. Effective January 1, 1995, employees required to hold a commercial driver's license (CDL) will be required to submit to a drug test and an alcohol test where the employee is involved in an accident, has caused a serious injury to the public, the employee, or fellow employees, or where the employee's supervisor or another administrator has a reasonable suspicion, based on specific, contemporaneous and articulable observation of the employee, that the employee may be under the influence of alcohol or drugs. "Under the influence" means that the employee has alcohol or mood altering drugs in his/her system and is affected by such alcohol or drug in any detectable manner, including but not limited to impaired performance of job duties and responsibilities. Further, in accordance with Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations (the "Act"), employees or applicants holding CDL's may be subject to pre-employment, return to duty and random drug and alcohol testing in accordance with the Act and its regulations.
- c. The Board's contractor will preserve any specimen collected for at least three (3) months in order that the employee may at Board expense have the sample sent to another laboratory agreed to by the Board and the Association for further analysis. Should a second test produce a result different from the first, a third test will be conducted by a third laboratory agreed to by the Board and the Association, on the same sample, using a methodology selected by the third laboratory.
- d. Prior to testing, an employee may reveal any prescription drug and shall supply a physician statement in connection with that prescription drug within 72 hours. The

employee will receive due consideration in the determination of potential work violation(s) if the drug is properly prescribed and administered.

- e. An employee who is required to take a test for suspected drug or alcohol abuse or following an accident or injury will be permitted to have an Association representative present during testing provided, however, that the testing will not be unreasonably delayed (more than one hour) to allow the attendance of the Association representative.
- f. The laboratory selected to conduct the analysis, including the Board's primary contractor and any lab used for confirming tests at the request of the employee, Association or Board under the Act or this provision, must be experienced and capable in the areas of quality control, documentation, chain of custody, technical expertise, and have a demonstrated proficiency in testing. All tests will be conducted using chain-of-custody procedures whereby all specimen samples are sealed, labeled and checked against the identity of the person being tested. All testing will be done in accordance with Federal regulations.
- g. All testing will be paid for by the Board. All employee testing scheduled during work hours shall be paid at the employee's regular rate of pay. All employee testing scheduled outside the work hours shall be paid for one hour at the employee's regular rate of pay.
- h. All information regarding drug or alcohol testing results will be kept confidential. Only Board personnel who need to know the information will be informed of the results.
- i. Employees who are subject to discipline, including termination, as a result of drug or alcohol use are entitled to contest the discipline through the grievance procedure of the contract, provided reinstatement, if ordered, shall be in accordance with federal law and upon the approval of the substance abuse professional.
- j. Mileage paid based on worksite to testing site and return trip. Employee shall submit appropriate documentation of the actual mileage. Mileage paid per contractual language.

## **7. Miscellaneous Rights/Privileges Granted to Wayne Trace Bus Drivers**

- a. Bus drivers will be permitted to take their buses home between the morning and afternoon runs, but will be responsible for the delivery of the bus to the service area during this time of the day or whenever their bus requires routine service or maintenance. Bus drivers shall not be required to operate any vehicle which is unsafe or unclean where the bus driver(s) has not had responsibility or the control for the cleaning of said bus.
- b. The Transportation Supervisor or designee will keep a record of all extra runs. Such record(s) will be made available to the Association bus transportation representative upon request.
- c. The school district will provide a bus driver's operations manual to each full-time, part-time or substitute bus driver. Such operations manual will include emergency

procedures especially as such procedures relate to injured children or children with special health problems that may require immediate medical attention.

- d. The school district will provide a list of children with special medical problems that may require immediate medical attention. Appropriate training to those bus drivers required to transport such children will be provided so as to enable the bus driver to reasonably handle such emergencies. Based on the staff needs, at the beginning of each school year, emergency drill training/EMT training will be provided to each of the bus drivers and substitutes.
- e. All buses will be equipped with the following: replacement windshield wipers will be of the heavy duty no freeze-up windshield type; all new buses will be ordered with heaters of sufficient size to assure comfortable levels of heat in the winter for both the bus driver and the students or the maximum heating capacity available.

#### **8. Awarding Payment for Taking a Sports Team to State/Overnight Trips**

If a team is traveling to a State competition, the bus driver will be paid in the following manner.

- a. The bus driver is paid for the drive time only to and from the city of the tournament.
- b. The bus driver is awarded professional days for his/her route for those days they are traveling to State competition if they can't drive their regular route; with the proper paperwork completed and approved by his/her supervisor and superintendent.
- c. The bus driver is paid for eight (8) hours of pay per day at his/her hourly rate of pay for the duration of the trip. Proper paperwork must be completed and approved by his/her supervisor.

#### **L. EXTRA DUTY**

"Extra duty" shall be divided among bargaining unit members within each job classification as follows:

Extra duty time shall first be offered to the bargaining unit member who is qualified to do the activity having the greatest seniority. If all bargaining unit members within the affected job classification refuse the extra duty time following such initial offer, the least senior bargaining unit member, who is qualified to perform the work, may then be required by the Board to perform the extra duty work.

Compensation for extra duty - See Overtime and Call back herein.

#### **M. SUBSTITUTES**

##### **Classified staff**

The Board shall provide substitutes as required by the absence of a regular bargaining unit member. Regular employee schedules permitting, substitutes shall not be employed to perform the work of an absent bargaining unit member until other bargaining unit members regularly assigned to the same or similar, if any, tasks have been offered the work. Unless a clear and compelling reason exists that would prevent the work being

offered to a bargaining unit member, the designated supervisor may hire a substitute for that day(s).

A substitute shall only perform the work in a bargaining unit position that remains vacant after regular bargaining unit members have been offered such work where possible of an absent bargaining unit member.

A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for their experience level at the temporary assignment for those duties where the full responsibility and/or duties are required. Substitutes shall be used to perform bargaining unit work only during instances of absence by regular bargaining unit members or when an unfilled temporary vacancy exists.

### **Substitute Teachers**

A teacher finding it necessary to be absent must notify the Superintendent or principal not later than 7:00 a.m. of the day of absence. Substitutes may be called for no less than half-day duty.

It is the teacher's responsibility to make all possible preparations to facilitate the work of the substitute, including lesson plans, seating charts, and other pertinent details.

Substitutes will have responsibility for adequate classroom planning during an extended assignment.

When substitutes are asked to fulfill year-end duties, they shall be paid until such duties are complete, even if students are no longer in attendance.

The Wayne Trace Education Association and the Wayne Trace Board of Education agree to compensate teachers who volunteer to substitute teach during their planning periods the sum of twenty dollars (\$20.00) per period in which such duties are performed. It is understood by both parties that Wayne Trace teachers would be asked to substitute only as a last resort and a teacher's willingness to substitute in such circumstances would be strictly voluntary.

## **N. CALAMITY DAYS / MAKE-UP DAYS**

Nothing in this Agreement shall require the Board to keep offices and buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or an event that causes the closing of schools. Bargaining unit members, who would ordinarily report to work prior to the delay or cancellation of school, shall not be penalized for failure to report to work on time if the weather conditions prevent it. Please reference requirements below:

1. Group 1 - Teachers, teachers aides, bus drivers, cooks, sweepers and secretaries are excused on calamity days but must serve on make up days or extended year days to meet their contractual obligations. If asked to come in on calamity days, flex time arrangements must be made with the principal. No employee in this group shall be required to report to work if he/she believes weather conditions do not permit safe travel to the work site. Employees must be paid for days beyond their contractual obligations at their hourly rate.



2. Group 2 - 260-day employees are not given calamity days. If these employees wish to stay home, their options are: flex time, personal day, vacation day, or dock in pay. Bargaining unit members may be required to report for work due to emergencies, such as snow removal, heating system repair, etc., during such inclement weather conditions providing the weather conditions do not pose an undue hazard in reporting to work. At the time of request, the employee must convey to the employer whether or not an undue hazard exists for the employee to report.
3. We may miss five (5) days without making up days.

Once the sixth and seventh day are missed, these will be made up using President's Day and/or adding days to the end of the school calendar. Once these seven (7) days have been missed, then further days that are canceled will be counted by the staff being required to report once the two (2)-hour delay is over. They will be required to stay for five (5) hours working at their building. Any staff reporting before the delay may leave once their five (5) hours are complete. Any staff not reporting will be required to use a personal day. If personal days have been exhausted, the staff member will be docked. When the amount of hours missed approaches the state minimum hours required for students, the parties will meet to negotiate a plan to make up time with students present.

4. If Wayne Trace has missed more than five (5) days or below the state mandated hours prior to President's Day, then President's Day will be used automatically as a make-up day. Two weeks' notice will be given prior to using President's Day.

#### **O. THREE (3) HOUR DELAY**

A three (3) hour delay will be implemented on a case-by-case basis. The following procedure has been adopted.

1. A two (2) hour delay will always be called first.
2. A three (3) hour delay will be announced and used on a case by case basis.

#### **P. HOLIDAYS**

##### **Days**

Except as identified below, all classified staff bargaining unit members (whose employment schedule encompasses any of the listed holidays) shall have such days off with pay:

1. Labor Day
2. Thanksgiving
3. Christmas Day
4. New Year's Day
5. Martin Luther King Jr.'s Birthday
6. Memorial Day

In addition, support staff employees on annual contracts will have Independence Day, with pay.

In the event a holiday falls on a Saturday, the preceding Friday shall be regarded as the paid holiday. All affected staff shall be paid on those days at the regular pay. In the event a holiday falls on a Sunday, the subsequent Monday shall be regarded as the paid holiday, or affected staff shall be paid for those days at the regular rate of pay.

### **Compensation for Holiday Work**

Pay for work required on holidays shall be for the regularly scheduled hours for each bargaining unit member required to work. Holiday work or comp time, if offered, shall be at the discretion of the employee and compensation for such holiday work shall be two (2) times the regular rate.

## **Q. HEALTH AND SAFETY**

### **General**

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. No employee shall be required to use any equipment which is in an unsafe condition to the extent that it would be reasonably likely to cause injury to any person. All employees shall be required to use safety equipment at all times where such equipment is provided by the Board. No employee shall be required to work in any area where friable asbestos is present. The requirements of OSHA and UL shall be strictly enforced and any violation thereof shall constitute a grievable item. Personal safety of employees in any area of the school and at any time when they are assigned to work shall be the responsibility of the Board. Lighting of buildings, stairways, halls, parking lots and sidewalks shall conform to proper safety standards and lack thereof shall constitute a grievable item. All laboratories and other areas where machinery or hazardous materials are used shall have protection systems, guards and/or masks to protect the employee against injury or illness. Employees assigned to work on video display terminals shall be provided an additional fifteen (15) minute break after each two (2) hours work. In case of injury to an employee, it shall be the responsibility of the Board to obtain immediate medical aid. With the exception of custodians whose jobs regularly require outdoor work, no bargaining unit member shall be required to work out-of-doors when the wind-chill factor reaches 15 degrees below F. or lower. Bargaining unit members shall not be required to remain at work when the temperature of the work place is less than 60 degrees F. or greater than 100 degrees F. The Board shall provide adequate rest areas, lounges and restrooms for the use of bargaining unit members.

### **Students**

The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the assigned work areas of employees. The Board or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator or another student from attack, physical abuse, or injury, or to prevent damage to school property.

## **Medication/Medical Procedures**

No bargaining unit members shall be required to dispense or administer medication. Employees shall be held legally harmless in the event of injury to students or other employees in their area of assignment providing the employee is/has acted in good faith within his/her scope of responsibility.

No bargaining unit member shall be required to perform medical procedures or custodial care, i.e., catheterization, IV's, tube feeding, unless the Bargaining Unit Member agrees to perform such duties and only after the Board of Education has provided complete training and support services. Training shall be at Board expense and whenever possible during the scheduled work day.

Refer to Neola Policy 5330 will use Form 5330F page 1-3 will be sent home with students and added to Appendix W.

## **Supervision**

A bargaining unit member shall be responsible to only one supervisor, said supervisor to be designated by the Board at the beginning of each school year with written notification provided to each employee. In the absence of a building supervisor, or designee, bargaining unit members shall be held accountable only for those areas of the building where such staff has responsibility for the oversight of students and/or activities and/or are assigned to students supervision. All work rules established by the Board shall be in writing and communicated to all employees and the Association. Work rules shall not conflict directly or indirectly with any provisions of this Agreement. Any employee, or the Association, shall have the right to grieve over unreasonable work rules or an unreasonable application of reasonable work rules. Any new or unanticipated classifications and/or working conditions in the work areas and assignments encompassed by the bargaining unit during the term of this Agreement shall be negotiated between the parties with respect to rates of pay and other terms and conditions of employment.

## **Safety Equipment**

The Board shall provide without cost to the bargaining unit member the following:

1. Approved first aid kits in all labs, kitchens, main office, custodial office/supply area, each bus, gymnasium/coaching office, and nurses office and materials in all work areas;
2. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hardhats, and auditory protection devices and glasses where applicable and requested.

## **R. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)**

1. The Wayne Trace School District shall, either through the joint county-wide consortium, or within the local district as listed in exceptions below, establish a Local Professional Development Committee in compliance with appropriate provisions of Ohio Revised Code, to develop policies, procedures, and criteria for the LPDC activities.

2. The mission of the LPDC is to insure quality staff development for certified employees of Wayne Trace School District. The committee's responsibilities shall include, but not be limited to: approval of all individual professional development plans for all certified/licensed employees; development and approval of all district or building professional development activities; approval of all C.E.U.'s, coursework, workshops, inservice; and the submission and processing of all paperwork related to teacher certificate/license renewals, upgrades, etc. or any activity that could be used for professional growth credit.
3. Committee composition and selection shall be designated by the joint county-wide consortium or the local Association with the following exceptions:  
  
In the event the Wayne Trace Education Association no longer belongs to the consortium, a local professional development committee shall be formed between the Wayne Trace Education Association and the Wayne Trace Board of Education in compliance with the appropriate provisions of the Ohio Revised Code insofar as bargaining unit members are concerned.
4. The Wayne Trace Board of Education shall compensate the LPDC members of the Wayne Trace School District at the rate of \$25.00 per hour (not to exceed \$6,000) unless additional compensation is approved by the Wayne Trace Board of Education for LPDC activities.
5. If membership fees are required to join the LPDC consortium, the Wayne Trace Board of Education shall provide for funding related to membership of the consortium, separate from the \$6,000.
6. Individual Professional Development Plans and any other activities related to certification/licensure shall not be related to teacher evaluations.
7. Teachers agreeing to serve on this committee may be granted half-days to perform the duties of this committee as required and as approved by the Superintendent.
8. Employees who come from another district(s) will automatically be granted approval of what was approved by their former LPDC with proper verification and documentation or as designated by the consortium.
9. The final approval for professional leave still rests with the Superintendent.

**S. SUPERINTENDENT INTERVIEW COMMITTEE**

1. The Wayne Trace Education Association and the Wayne Trace Board of Education will form a Superintendent Interview Committee to assist in the selection of a Superintendent.
2. The Superintendent Interview Committee will be represented by a maximum of three (3) Association members (one from each building), in addition to the Board representatives.
3. Upon notice of a vacancy of a Superintendent, a Board representative will notify the President of the Wayne Trace Education Association, or designee, to establish tentative time lines for the interview process.

4. The Superintendent Interview Committee will become involved at the final interview process for the purposes of input.
5. The Board has the final decision on the hiring of the Superintendent.
6. All information will be kept strictly confidential.

#### **T. BUILDING PRINCIPAL INTERVIEW COMMITTEE**

1. The Wayne Trace Education Association and the Wayne Trace Board of Education will form a Building Principal Interview Committee to assist in the selection of a new building principal.
2. The Building Principal Interview Committee will be composed of a maximum of 6 members, with the Association having up to 3 members, and the Board having up to 3 members. No quorum will be needed for the Building Principal Interview Committee to function.
3. Upon notice of a vacancy of a Building Principal, the Superintendent will notify the President of the Wayne Trace Education Association, or designee, to establish tentative time lines for the interview process.
4. The Building Principal Interview Committee will become involved at the initial interview process with both parties given time to actively participate.
5. The Building Principal Interview Committee will recommend a list of finalists to the Wayne Trace Board of Education to be considered for the opening.
6. The final interview committee will consist of at least one (1) Board member, Superintendent, at least one (1) representative of the building Principal Interview Committee, and any other designees deemed necessary.
7. The Superintendent will make the final recommendation to the Board.
8. All information will be kept strictly confidential.

#### **U. PARENTAL OR CITIZEN COMPLAINTS**

Parental or citizen complaints of any nature shall be brought to the attention of the staff member immediately, but no later than 48 hours after being received by an administrator or their designee. If the staff member desires to meet with the individual making the complaint, the administration shall, at the staff member's request, set up a meeting with the complainant. An administrator shall be present during this meeting, if requested, by the staff member. The teacher may request a representative of the Association at this meeting.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

#### A. MAINTENANCE OF BENEFITS

All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, preparation periods, leaves, and general working conditions, shall be maintained at not less than the highest minimum standards in effect in the system at the time this Contract is signed except as otherwise specifically addressed in this Contract. This Contract shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed, unless expressly stated herein.

No existing Board policies, instructions, or handbooks shall in any way limit the rights granted teachers in this Contract. Any portion of the existing documents that is inconsistent with this Contract shall be ineffective.

#### B. SEVERABILITY

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the terms of this Agreement shall prevail as to that provision except as may otherwise be provided by ORC 4117.10(A).

All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party.

#### C. CONSULTING TEACHER PROGRAM

Teachers who are selected to be mentors shall be paid in accordance with the standards set by the county office for the administration of grant monies. In the event that grant money is no longer available to fund teacher mentors, the issue of whether mentoring will continue and whether it will be paid for, will be addressed by the administration and Association. The parties will come to an agreement as it relates to wages, hours, terms and other conditions of employment.

**D. ESSA**

As issues of ESSA present themselves, the Board and Association agree to negotiate these issues as they arise.

**E. AMENDMENTS**

This Agreement may be altered, deleted from, added to, or otherwise modified only through voluntary mutual consent of both parties in a written signed amendment to this Agreement except that the Association may, by request, open negotiations whenever there has been a change that affects wages, hours, or terms and conditions of employment. All requests for amendment and subsequent negotiations following mutual agreement to amend this Agreement shall be conducted in accordance with the terms of this Agreement except that requests for amendment may be made at any time by either party. All such amendments shall be considered finalized upon ratification by the Board and the Association.

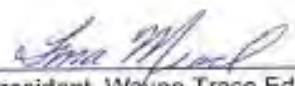
**F. DURATION OF AGREEMENT**


This Agreement shall become effective as of September 1, 2021 and remain in effect until August 31, 2024. This Agreement shall be the base from which future negotiations shall proceed. If any item in this Agreement is not changed through future negotiations, it shall be carried forward, automatically, in writing, into each successor agreement.

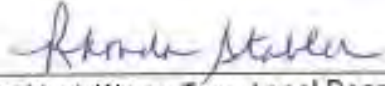
The parties jointly waive any and all claims to negotiations of any other terms or conditions of this duration agreement for the extended period except memorandums of understanding or agreements, and declare their intent that this duration agreement is in compliance with Ohio Revised Code 4117.09(E).

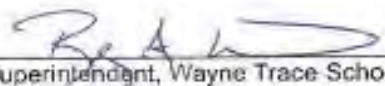
This agreement supersedes and cancels all previous agreements, between the Board and Association, and constitutes the entire written agreement between the parties.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by the negotiating chairperson and superintendent.

  
\_\_\_\_\_  
President, Wayne Trace Education Association  
Date 2/14/2022

  
\_\_\_\_\_  
Negotiations Chairperson  
Wayne Trace Education Association  
Date 2/14/2022

  
\_\_\_\_\_  
President, Wayne Trace Local Board of Education  
Date 2/14/2022

  
\_\_\_\_\_  
Superintendent, Wayne Trace School District  
Date 2/14/2022





**STEP II**

A. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_

B. Date and Time Received by Superintendent \_\_\_\_\_

C. Disposition of Superintendent \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Disposition received by Grievant \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP III**

A. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Date and Time Received by Treasurer of Board \_\_\_\_\_

C. Disposition by Board \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Disposition received by Grievant \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP IV**

A. Position of Grievant \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Date Arbitration filed with Treasurer of Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date of Decision

\_\_\_\_\_  
Signature of Arbitrator

Disposition received by Grievant \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WAYNE TRACE LOCAL SCHOOL DISTRICT INDEX AND SALARY SCHEDULE  
2021-2022**

<b>3.00%</b>	<b>BS OR BA</b>	<b>BA +9</b>	<b>150 SEM HRS</b>	<b>BA +21</b>	<b>MASTERS</b>	<b>MASTERS +15</b>
Step 0	\$37,851.48	\$38,570.66	\$39,289.84	\$40,368.60	\$41,447.37	\$42,526.14
	1.0000	1.0190	1.0380	1.0665	1.0950	1.1235
Step 1	\$39,289.84	\$40,103.64	\$40,917.45	\$42,090.85	\$43,264.24	\$44,437.64
	1.038	1.0595	1.081	1.112	1.143	1.174
Step 2	\$40,728.19	\$41,636.63	\$42,545.06	\$43,813.09	\$45,081.11	\$46,349.14
	1.076	1.1	1.124	1.1575	1.191	1.2245
Step 3	\$42,166.55	\$43,169.61	\$44,172.68	\$45,535.33	\$46,897.98	\$48,260.64
	1.114	1.1405	1.167	1.203	1.239	1.275
Step 4	\$43,604.90	\$44,702.60	\$45,800.29	\$47,257.57	\$48,714.85	\$50,172.14
	1.152	1.181	1.21	1.2485	1.287	1.3255
Step 5	\$45,043.26	\$46,235.58	\$47,427.90	\$48,979.82	\$50,531.73	\$52,083.64
	1.19	1.2215	1.253	1.294	1.335	1.376
Step 6	\$46,481.62	\$47,768.57	\$49,055.52	\$50,702.06	\$52,348.60	\$53,995.14
	1.228	1.262	1.296	1.3395	1.383	1.4265
Step 7	\$47,919.97	\$49,301.55	\$50,683.13	\$52,424.30	\$54,165.47	\$55,906.64
	1.266	1.3025	1.339	1.385	1.431	1.477
Step 8	\$49,358.33	\$50,834.54	\$52,310.75	\$54,146.54	\$55,982.34	\$57,818.14
	1.304	1.343	1.382	1.4305	1.479	1.5275
Step 9	\$50,796.69	\$52,367.52	\$53,938.36	\$55,868.78	\$57,799.21	\$59,729.64
	1.342	1.3835	1.425	1.476	1.527	1.578
Step 10	\$52,235.04	\$53,900.51	\$55,565.97	\$57,591.03	\$59,616.08	\$61,641.14
	1.38	1.424	1.468	1.5215	1.575	1.6285
Step 11	\$53,673.40	\$55,433.49	\$57,193.59	\$59,313.27	\$61,432.95	\$63,552.63
	1.418	1.4645	1.511	1.567	1.623	1.679
Step 12		\$56,966.48	\$58,821.20	\$61,035.51	\$63,249.82	\$65,464.13
		1.505	1.554	1.6125	1.671	1.7295
Step 13			\$60,448.81	\$62,757.75	\$65,066.69	\$67,375.63
			1.597	1.658	1.719	1.78
Step 14					\$66,883.57	\$69,287.13
					1.767	1.8305
Step 17	\$54,055.70	\$57,348.78	\$60,831.11	\$63,140.05	\$67,265.87	\$69,669.43
	1.4281	1.5151	1.6071	1.6681	1.7771	1.8406
Step 20	\$54,816.51	\$58,109.59	\$61,591.93	\$63,900.87	\$68,026.68	\$70,430.25
	1.4482	1.5352	1.6272	1.6882	1.7972	1.8607
Step 23	\$55,581.11	\$58,874.19	\$62,356.53	\$64,665.47	\$68,791.28	\$71,194.85
	1.4684	1.5554	1.6474	1.7084	1.8174	1.8809
Step 27	\$56,724.23	\$60,017.31	\$63,499.64	\$65,808.58	\$69,934.39	\$72,337.96
	1.4986	1.5856	1.6776	1.7386	1.8476	1.9111
Step 29	\$57,295.79	\$60,588.86	\$64,071.20	\$66,380.14	\$70,505.95	\$72,909.52
	1.5137	1.6007	1.6927	1.7537	1.8627	1.9262

**WAYNE TRACE LOCAL SCHOOL DISTRICT INDEX AND SALARY SCHEDULE  
2022-2023**

<b>3.00%</b>	<b>BS OR BA</b>	<b>BA +9</b>	<b>150 SEM HRS</b>	<b>BA +21</b>	<b>MASTERS</b>	<b>MASTERS +15</b>
Step 0	\$38,987.02	\$39,727.77	\$40,468.53	\$41,579.66	\$42,690.79	\$43,801.92
	1.0000	1.0190	1.0380	1.0665	1.0950	1.1235
Step 1	\$40,468.53	\$41,306.75	\$42,144.97	\$43,353.57	\$44,562.16	\$45,770.76
	1.038	1.0595	1.081	1.112	1.143	1.174
Step 2	\$41,950.03	\$42,885.72	\$43,821.41	\$45,127.48	\$46,433.54	\$47,739.61
	1.076	1.1	1.124	1.1575	1.191	1.2245
Step 3	\$43,431.54	\$44,464.70	\$45,497.85	\$46,901.39	\$48,304.92	\$49,708.45
	1.114	1.1405	1.167	1.203	1.239	1.275
Step 4	\$44,913.05	\$46,043.67	\$47,174.29	\$48,675.29	\$50,176.29	\$51,677.30
	1.152	1.181	1.21	1.2485	1.287	1.3255
Step 5	\$46,394.55	\$47,622.64	\$48,850.74	\$50,449.20	\$52,047.67	\$53,646.14
	1.19	1.2215	1.253	1.294	1.335	1.376
Step 6	\$47,876.06	\$49,201.62	\$50,527.18	\$52,223.11	\$53,919.05	\$55,614.98
	1.228	1.262	1.296	1.3395	1.383	1.4265
Step 7	\$49,357.57	\$50,780.59	\$52,203.62	\$53,997.02	\$55,790.43	\$57,583.83
	1.266	1.3025	1.339	1.385	1.431	1.477
Step 8	\$50,839.07	\$52,359.57	\$53,880.06	\$55,770.93	\$57,661.80	\$59,552.67
	1.304	1.343	1.382	1.4305	1.479	1.5275
Step 9	\$52,320.58	\$53,938.54	\$55,556.50	\$57,544.84	\$59,533.18	\$61,521.52
	1.342	1.3835	1.425	1.476	1.527	1.578
Step 10	\$53,802.09	\$55,517.52	\$57,232.95	\$59,318.75	\$61,404.56	\$63,490.36
	1.38	1.424	1.468	1.5215	1.575	1.6285
Step 11	\$55,283.59	\$57,096.49	\$58,909.39	\$61,092.66	\$63,275.93	\$65,459.21
	1.418	1.4645	1.511	1.567	1.623	1.679
Step 12		\$58,675.47	\$60,585.83	\$62,866.57	\$65,147.31	\$67,428.05
		1.505	1.554	1.6125	1.671	1.7295
Step 13			\$62,262.27	\$64,640.48	\$67,018.69	\$69,396.90
			1.597	1.658	1.719	1.78
Step 14					\$68,890.06	\$71,365.74
					1.767	1.8305
Step 17	\$55,677.36	\$59,069.23	\$62,656.04	\$65,034.25	\$69,283.83	\$71,759.51
	1.4281	1.5151	1.6071	1.6681	1.7771	1.8406
Step 20	\$56,461.00	\$59,852.87	\$63,439.68	\$65,817.89	\$70,067.47	\$72,543.15
	1.4482	1.5352	1.6272	1.6882	1.7972	1.8607
Step 23	\$57,248.54	\$60,640.41	\$64,227.22	\$66,605.42	\$70,855.01	\$73,330.69
	1.4684	1.5554	1.6474	1.7084	1.8174	1.8809
Step 27	\$58,425.95	\$61,817.82	\$65,404.62	\$67,782.83	\$72,032.42	\$74,508.09
	1.4986	1.5856	1.6776	1.7386	1.8476	1.9111
Step 29	\$59,014.65	\$62,406.52	\$65,993.33	\$68,371.54	\$72,621.12	\$75,096.80
	1.5137	1.6007	1.6927	1.7537	1.8627	1.9262

WAYNE TRACE LOCAL SCHOOL DISTRICT INDEX AND SALARY SCHEDULE  
2023-2024

3.00%	BS OR BA	BA +9	150 SEM HRS	BA +21	MASTERS	MASTERS +15
Step 0	\$40,156.63	\$40,919.61	\$41,682.58	\$42,827.05	\$43,971.51	\$45,115.97
	1.0000	1.0190	1.0380	1.0665	1.0950	1.1235
Step 1	\$41,682.58	\$42,545.95	\$43,409.32	\$44,654.17	\$45,899.03	\$47,143.88
	1.038	1.0595	1.081	1.112	1.143	1.174
Step 2	\$43,208.53	\$44,172.29	\$45,136.05	\$46,481.30	\$47,826.55	\$49,171.79
	1.076	1.1	1.124	1.1575	1.191	1.2245
Step 3	\$44,734.49	\$45,798.64	\$46,862.79	\$48,308.43	\$49,754.06	\$51,199.70
	1.114	1.1405	1.167	1.203	1.239	1.275
Step 4	\$46,260.44	\$47,424.98	\$48,589.52	\$50,135.55	\$51,681.58	\$53,227.61
	1.152	1.181	1.21	1.2485	1.287	1.3255
Step 5	\$47,786.39	\$49,051.32	\$50,316.26	\$51,962.68	\$53,609.10	\$55,255.52
	1.19	1.2215	1.253	1.294	1.335	1.376
Step 6	\$49,312.34	\$50,677.67	\$52,042.99	\$53,789.81	\$55,536.62	\$57,283.43
	1.228	1.262	1.296	1.3395	1.383	1.4265
Step 7	\$50,838.29	\$52,304.01	\$53,769.73	\$55,616.93	\$57,464.14	\$59,311.34
	1.266	1.3025	1.339	1.385	1.431	1.477
Step 8	\$52,364.25	\$53,930.35	\$55,496.46	\$57,444.06	\$59,391.66	\$61,339.25
	1.304	1.343	1.382	1.4305	1.479	1.5275
Step 9	\$53,890.20	\$55,556.70	\$57,223.20	\$59,271.19	\$61,319.17	\$63,367.16
	1.342	1.3835	1.425	1.476	1.527	1.578
Step 10	\$55,416.15	\$57,183.04	\$58,949.93	\$61,098.31	\$63,246.69	\$65,395.07
	1.38	1.424	1.468	1.5215	1.575	1.6285
Step 11	\$56,942.10	\$58,809.38	\$60,676.67	\$62,925.44	\$65,174.21	\$67,422.98
	1.418	1.4645	1.511	1.567	1.623	1.679
Step 12		\$60,435.73	\$62,403.40	\$64,752.57	\$67,101.73	\$69,450.89
		1.505	1.554	1.6125	1.671	1.7295
Step 13			\$64,130.14	\$66,579.69	\$69,029.25	\$71,478.80
			1.597	1.658	1.719	1.78
Step 14					\$70,956.77	\$73,506.71
					1.767	1.8305
Step 17	\$57,347.68	\$60,841.31	\$64,535.72	\$66,985.27	\$71,362.35	\$73,912.29
	1.4281	1.5151	1.6071	1.6681	1.7771	1.8406
Step 20	\$58,154.83	\$61,648.46	\$65,342.87	\$67,792.42	\$72,169.50	\$74,719.44
	1.4482	1.5352	1.6272	1.6882	1.7972	1.8607
Step 23	\$58,966.00	\$62,459.62	\$66,154.03	\$68,603.59	\$72,980.66	\$75,530.61
	1.4684	1.5554	1.6474	1.7084	1.8174	1.8809
Step 27	\$60,178.73	\$63,672.35	\$67,366.76	\$69,816.32	\$74,193.39	\$76,743.34
	1.4986	1.5856	1.6776	1.7386	1.8476	1.9111
Step 29	\$60,785.09	\$64,278.72	\$67,973.13	\$70,422.68	\$74,799.75	\$77,349.70
	1.5137	1.6007	1.6927	1.7537	1.8627	1.9262

APPENDIX E

WAYNE TRACE LOCAL EDUCATIONAL SUPPORT PERSONNEL  
SALARY SCHEDULE 2021-2022

3.00%	Food Service	Bus Driver	Teacher Aide	Elem Lib Aide	Secretary	Custodian	Study Hall
Step 0	\$11.78	\$18.04	\$12.85	\$14.50	\$16.09	\$17.39	\$14.49
	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Step 1	\$12.67	\$19.51	\$13.42	\$15.27	\$16.88	\$18.73	\$15.08
	1.0755	1.0815	1.044	1.053	1.049	1.077	1.041
Step 2	\$13.58	\$20.99	\$13.95	\$16.09	\$17.64	\$20.03	\$15.72
	1.072	1.076	1.04	1.0535	1.045	1.0695	1.042
Step 3	\$14.49	\$21.36	\$14.45	\$16.87	\$18.44	\$20.34	\$16.30
	1.067	1.0175	1.036	1.049	1.0455	1.0156	1.037
Step 4	\$15.39	\$21.71	\$14.60	\$17.63	\$19.22	\$20.60	\$16.52
	1.062	1.0165	1.0101	1.045	1.0425	1.0127	1.0137
Step 5	\$15.85	\$22.09	\$14.78	\$18.44	\$19.46	\$20.86	\$16.74
	1.0298	1.0175	1.0123	1.0455	1.0123	1.0125	1.013
Step 6	\$16.30	\$22.46	\$14.97	\$19.22	\$19.76	\$21.12	\$16.91
	1.0286	1.0167	1.0129	1.0425	1.0155	1.01245	1.0105
Step 8	\$17.25	\$23.97	\$15.48	\$19.99	\$19.99	\$21.40	\$17.31
	1.058	1.067	1.034	1.04	1.01145	1.0134	1.02365
Step 10	\$17.78	\$24.61	\$15.94	\$20.79	\$20.80	\$22.74	\$17.89
	1.031	1.0269	1.03	1.04	1.0405	1.0625	1.0335
Step 12	\$18.69	\$26.13	\$16.45	\$21.40	\$21.41	\$23.43	\$18.46
	1.051	1.0615	1.0315	1.0295	1.0295	1.0305	1.0315
Step 15	\$19.90	\$27.32	\$17.65	\$22.60	\$22.60	\$24.63	\$19.67
	1.065	1.0459	1.073	1.056	1.0557	1.051	1.066
Step 20	\$20.64	\$27.89	\$18.44	\$23.27	\$23.28	\$25.27	\$20.43
	1.0368	1.0208	1.045	1.0299	1.03	1.026	1.0385

Notes:

1. Head Cook Position: Add 7.3% to salary. No individual can be head cook and head cashier at same time.
2. Head Cashier Position: Add 2.5% to salary
3. Sweeper Rate: 80% of base custodian rate \$13.91
4. Bus Mechanic: Add 21.2% to bus driver rate
5. Activity Bus Trips: \$15.00 straight time for regular drivers and substitute drivers

**WAYNE TRACE LOCAL EDUCATIONAL SUPPORT PERSONNEL  
SALARY SCHEDULE 2022-2023**

<b>3.00%</b>	<b>Food Service</b>	<b>Bus Driver</b>	<b>Teacher Aide</b>	<b>Elem Lib Aide</b>	<b>Secretary</b>	<b>Custodian</b>	<b>Study Hall</b>
Step 0	\$12.13	\$18.58	\$13.24	\$14.94	\$16.57	\$17.91	\$14.92
	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Step 1	\$13.05	\$20.09	\$13.82	\$15.73	\$17.38	\$19.29	\$15.53
	1.0755	1.0815	1.044	1.053	1.049	1.077	1.041
Step 2	\$13.99	\$21.62	\$14.38	\$16.57	\$18.16	\$20.63	\$16.18
	1.072	1.076	1.04	1.0535	1.045	1.0695	1.042
Step 3	\$14.92	\$22.00	\$14.89	\$17.39	\$18.99	\$20.95	\$16.78
	1.067	1.0175	1.036	1.049	1.0455	1.0156	1.037
Step 4	\$15.85	\$22.36	\$15.04	\$18.17	\$19.80	\$21.22	\$17.01
	1.062	1.0165	1.0101	1.045	1.0425	1.0127	1.0137
Step 5	\$16.32	\$22.75	\$15.23	\$18.99	\$20.04	\$21.48	\$17.23
	1.0298	1.0175	1.0123	1.0455	1.0123	1.0125	1.013
Step 6	\$16.79	\$23.13	\$15.42	\$19.80	\$20.35	\$21.75	\$17.41
	1.0286	1.0167	1.0129	1.0425	1.0155	1.01245	1.0105
Step 8	\$17.76	\$24.68	\$15.95	\$20.59	\$20.58	\$22.04	\$17.83
	1.058	1.067	1.034	1.04	1.01145	1.0134	1.02365
Step 10	\$18.31	\$25.35	\$16.43	\$21.42	\$21.42	\$23.42	\$18.42
	1.031	1.0269	1.03	1.04	1.0405	1.0625	1.0335
Step 12	\$19.24	\$26.91	\$16.95	\$22.05	\$22.05	\$24.13	\$19.00
	1.051	1.0615	1.0315	1.0295	1.0295	1.0305	1.0315
Step 15	\$20.50	\$28.14	\$18.18	\$23.28	\$23.28	\$25.36	\$20.26
	1.065	1.0459	1.073	1.056	1.0557	1.051	1.066
Step 20	\$21.25	\$28.73	\$19.00	\$23.98	\$23.98	\$26.02	\$21.04
	1.0368	1.0208	1.045	1.0299	1.03	1.026	1.0385

## Notes:

1. Head Cook Position: Add 7.3% to salary. No individual can be head cook and head cashier at same time.
2. Head Cashier Position: Add 2.5% to salary
3. Sweeper Rate: 80% of base custodian rate \$14.33
4. Bus Mechanic: Add 21.2% to bus driver rate
5. Activity Bus Trips: \$15.00 straight time for regular drivers and substitute drivers

**WAYNE TRACE LOCAL EDUCATIONAL SUPPORT PERSONNEL  
SALARY SCHEDULE 2023-2024**

<b>3.00%</b>	<b>Food Service</b>	<b>Bus Driver</b>	<b>Teacher Aide</b>	<b>Elem Lib Aide</b>	<b>Secretary</b>	<b>Custodian</b>	<b>Study Hall</b>
Step 0	\$12.49	\$19.14	\$13.64	\$15.39	\$17.07	\$18.45	\$15.37
	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Step 1	\$13.43	\$20.70	\$14.24	\$16.21	\$17.91	\$19.87	\$16.00
	1.0755	1.0815	1.044	1.053	1.049	1.077	1.041
Step 2	\$14.40	\$22.27	\$14.81	\$17.07	\$18.71	\$21.25	\$16.67
	1.072	1.076	1.04	1.0535	1.045	1.0695	1.042
Step 3	\$15.36	\$22.66	\$15.34	\$17.91	\$19.56	\$21.58	\$17.29
	1.067	1.0175	1.036	1.049	1.0455	1.0156	1.037
Step 4	\$16.32	\$23.04	\$15.50	\$18.72	\$20.40	\$21.86	\$17.53
	1.062	1.0165	1.0101	1.045	1.0425	1.0127	1.0137
Step 5	\$16.80	\$23.44	\$15.69	\$19.57	\$20.65	\$22.13	\$17.75
	1.0298	1.0175	1.0123	1.0455	1.0123	1.0125	1.013
Step 6	\$17.28	\$23.83	\$15.89	\$20.40	\$20.97	\$22.41	\$17.94
	1.0286	1.0167	1.0129	1.0425	1.0155	1.01245	1.0105
Step 8	\$18.29	\$25.43	\$16.43	\$21.21	\$21.21	\$22.71	\$18.36
	1.058	1.067	1.034	1.04	1.01145	1.0134	1.02365
Step 10	\$18.85	\$26.11	\$16.92	\$22.06	\$22.06	\$24.13	\$18.98
	1.031	1.0269	1.03	1.04	1.0405	1.0625	1.0335
Step 12	\$19.82	\$27.72	\$17.46	\$22.71	\$22.72	\$24.86	\$19.58
	1.051	1.0615	1.0315	1.0295	1.0295	1.0305	1.0315
Step 15	\$21.10	\$28.99	\$18.73	\$23.99	\$23.98	\$26.13	\$20.87
	1.065	1.0459	1.073	1.056	1.0557	1.051	1.066
Step 20	\$21.88	\$29.59	\$19.57	\$24.70	\$24.70	\$26.81	\$21.67
	1.0368	1.0208	1.045	1.0299	1.03	1.026	1.0385

## Notes:

1. Head Cook Position: Add 7.3% to salary. No individual can be head cook and head cashier at same time.
2. Head Cashier Position: Add 2.5% to salary
3. Sweeper Rate: 80% of base custodian rate \$14.76
4. Bus Mechanic: Add 21.2% to bus driver rate
5. Activity Bus Trips: \$15.00 straight time for regular drivers and substitute drivers



**WAYNE TRACE LOCAL SCHOOLS  
TEACHER OBSERVATION/EVALUATION FORM**

POSITION: Teacher

EVALUATED BY: Appropriate Building Principal

- 5 = An exemplary, model, or outstanding level of performance
- 4 = Above satisfactory level of performance
- 3 = A satisfactory level of performance
- 2 = This performance area needs improvement
- 1 = An unsatisfactory level of performance

- Approaches Observed:  
(Please check all that apply)
- Discussion
  - Demonstration
  - Individual work
  - Lecture
  - Question/Answer
  - Simulation/Role Play
  - Other

\_\_\_\_\_  
Teacher's Name

\_\_\_\_\_  
Date Observed/Evaluated

Time In \_\_\_\_\_  
Time Out \_\_\_\_\_

**PERFORMANCE RESPONSIBILITIES:**

Organization of Content Knowledge for Student Learning

- \_\_\_\_\_ 1. Is familiar with relevant aspects of students' background, knowledge, and experiences; lesson planning takes into account the variety of knowledge and experiences which students bring to class
- \_\_\_\_\_ 2. Articulates clear learning goals for the lesson that are appropriate to the students' learning abilities; considers students' prior knowledge, skills, interests, motivation to learn, developmental levels, and cultural experiences before articulating these goals; clearly distinguishes the difference between goals - - what the teacher wants students to learn and activities - - what the teacher wants students to do
- \_\_\_\_\_ 3. Demonstrates an understanding of the connection between the content that was learned previously, the current content, and the content that remains to be learned in the future; knows why this lesson fits into the specific discipline being taught
- \_\_\_\_\_ 4. Creates or selects teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson; uses a variety of methods or approaches in teaching subject matter and demonstrates an understanding that a single teaching method or activity may not be appropriate for all students
- \_\_\_\_\_ 5. Creates or selects evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson; testing instruments or evaluation processes are appropriate to all students

## Creation of an Environment for Student Learning

- \_\_\_\_\_ 1. Creates a climate that promotes fairness; is firm, consistent, and fair with all students; students are equally valued and treated in the classroom; attempts to call upon a variety of students
- \_\_\_\_\_ 2. Establishes and maintains a rapport with students; shows appropriate concern for students; relates positively to the students as people; demonstrates positive interpersonal and communication skills; encourages students to be fair to one another; maintains eye contact with students while communicating with them
- \_\_\_\_\_ 3. Communicates challenging learning expectations to each student; conveys the attitude that all students can learn and are capable of significant achievement; actively encourages students to achieve
- \_\_\_\_\_ 4. Establishes and maintains consistent standards of classroom behavior without partiality shown to certain students; establishes a learning climate of respect for everyone in the classroom; generally speaking, student behavior during the lesson is consistently appropriate
- \_\_\_\_\_ 5. Makes the physical environment as safe and conducive to learning as possible, given resources available; makes use of the physical environment as a resource to facilitate learning; provisions are made to accommodate all students, including those with special needs

## Teaching for Student Learning

- \_\_\_\_\_ 1. Makes learning goals and instructional procedures clear to students: starts out lesson with a clear statement of what the learning goals are; clearly explains to students what instructional procedures will be used to attain these goals (connectivity); ensures that all students understand and can carry out the instructional procedures for the lesson
- \_\_\_\_\_ 2. Makes content comprehensive to students; covers all content areas sufficiently and appropriately; breaks down complex content into simpler, more easily understandable terms; ensures that students are generally engaged in the content, and the lesson as a whole, has a coherent structure
- \_\_\_\_\_ 3. Encourages student extension of thinking; asks thought-provoking questions beyond rote learning; encourages students to think independently, creatively, or critically (analyzing or synthesizing facts to arrive at a conclusion or a conjecture); maximizes student-teacher interaction with skillful and appropriate questions; asks appropriate questions of students of varying abilities
- \_\_\_\_\_ 4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands; reads nonverbal clues well; checks written work; ask appropriate questions; provides sufficient feedback; makes appropriate adjustments during the lesson; checks at the end of a lesson if the learning goals have been met; isn't tied to desk throughout the lesson or class period
- \_\_\_\_\_ 5. Uses instructional time effectively and efficiently; minimizes non-instructional class time; paces the lesson in ways appropriate to the content, the learners, and the situation or activity in the classroom; there is evidence of established routines and procedures which show concern for time on task

## Teacher Professionalism

- \_\_\_\_\_ 1. Reflects on the extent to which the learning goals were met; uses achievement of learning goals as the measure for determining student and teacher success; is able to articulate ways in which insights gained from a lesson might be used to improve instruction
- \_\_\_\_\_ 2. Demonstrates a sense of efficacy and self-responsibility for improvements; is aware of best practices for teaching his/her content area; actively searches for better techniques to help students learn; regards student difficulties as challenges to their own creativity and ingenuity
- \_\_\_\_\_ 3. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students; actively seeks help from other professionals on matters related to learning and instruction; is aware of how and with whom he or she should coordinate plans, schedules, and resources for the benefit of the entire class or individuals within that class
- \_\_\_\_\_ 4. Communicates with parents or guardians about student learning; schedules conferences as necessary with parents/guardians; calls or writes parents/guardians as necessary; keeps parents well-informed of special events, etc.
- \_\_\_\_\_ 5. Demonstrates a willingness to accept constructive criticism and to consider suggestions for improvement; works with the building principal and other professional staff member to correct deficiencies in areas where improvement is needed
- \_\_\_\_\_ 6. Unless health-related problems are evident, attends school regularly enough to establish continuity of curriculum

### **Supervisor's Comments/Narrative:**

The teacher's signature indicates that he/she is aware of the contents of this form and not necessarily, that he/she agrees with the observation/evaluation in whole or in part. The teacher has the right to rebut any part of all of this observation/evaluation as per the Master Contract.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**WAYNE TRACE LOCAL SCHOOL  
NON-USE OF PERSONAL / SICK LEAVE**

At the end of each school year, up to two (2) personal leave days may rollover to the new school year, or any unused personal leave can be automatically added to accumulated sick leave or the employee may request compensation (a maximum of 3 days for compensation). Employees must notify the Treasurer's Office no later than the last day of the school year of their desire. Said notification must be done on an annual basis with the proper form located in the building principal's office. Payment will be made by the last pay of each contracted year. Current year unused personal leave will be compensated in the following manner.

**If this form is not completed in full, or if you have any personal leave days not accounted for in your choices below, the personal leave days will automatically be added to your accumulated sick leave. It is your responsibility to know the number of days you have remaining. The balance appears on your payroll stub each payroll.**

Option #1                    I wish to rollover \_\_\_\_\_ (one or two) personal days to the next school year.

                   (Please indicate the EXACT number of days to be rolled over in the blank provided above.) The total balance of personal days cannot exceed five (5) days with a maximum of two (2) banked days at the start of each school year.

If any current school year personal days remain, choose how to divide your days between Options 2 and/or 3

Option #2                    Transfer \_\_\_\_\_ of my unused personal days to my accumulated sick leave.  
(If this option is chosen, please indicate the number of days remaining to be transferred to sick leave.)

Option #3                    **Place a check in the box and CIRCLE the correct amount to be received.**

                   No personal days used (3 days compensation)                    \$250.00  
If no sick days used                    +                    \$75.00 bonus =                    \$325.00

                   If only 1 personal day used (2 days compensation)                    \$150.00  
If no sick days used                    +                    \$75.00 bonus =                    \$225.00

                   If 2 personal days used (1 day compensation)                    \$ 75.00  
If no sick days used                    +                    \$50.00 bonus =                    \$125.00

\_\_\_\_\_  
PRINT EMPLOYEE NAME

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

**WAYNE TRACE LOCAL SCHOOL  
TUITION FUND REIMBURSEMENT FORM  
FOR  
STAFF COURSEWORK**

**EMPLOYEE NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

NAME OF COURSE TAKEN	GRADE RECEIVED	SESSION/YEAR COURSE TAKEN	TUITION COST FOR COURSE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

In order to qualify for tuition reimbursement the Master Contract indicates that the employee must obtain a “B” level grade or better, or a pass in a pass/fail graded course. Employees must submit this form along with proof of actual tuition amount spent, proof of grade with an original transcript, to the Treasurer’s office between April 1 and no later than May 15 of the current school year. In the event the course work or learning institution prevents the submission by May 15, the employee may submit the course work for reimbursement the following year. Funds will be paid out no later than June 30 of each year according to the following formula: The total amount spent by all employees submitting course work to be reimbursed, divided by the total amount of the pool equals a percentage.

Employees on an Alternate Educator License may not utilize the tuition fund until they have obtained their provisional certification.

**EMPLOYEE’S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

WAYNE TRACE LOCAL SCHOOL  
EMPLOYEE COMP REPORT

EMPLOYEE NAME: \_\_\_\_\_

BUILDING OR DEPARTMENT YOU WORKED AT: \_\_\_\_\_

Please complete ALL information below. Circle AM or PM. If information is missing it will result in a delay of payment.

WEEK 1	DUTIES PERFORMED	START TIME	FINISH TIME	HOURS
DATE WORKED				
<u>MONDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
<u>TUESDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
<u>WEDNESDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
<u>THURSDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
<u>FRIDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
<u>SATURDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
<u>SUNDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
_____	_____	_____ AM / PM	_____ AM / PM	_____

\*\*\*\*\*

WEEK 2	DUTIES PERFORMED	START TIME	FINISH TIME	HOURS
DATE WORKED				
<u>MONDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
<u>TUESDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
<u>WEDNESDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
<u>THURSDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
<u>FRIDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
<u>SATURDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
<u>SUNDAY</u>	_____	_____ AM / PM	_____ AM / PM	_____
_____	_____	_____ AM / PM	_____ AM / PM	_____

TOTAL HOURS WORKED: \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SUPERVISOR APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

TOTAL HOURS WORKED: \_\_\_\_\_

1 ½ : \_\_\_\_\_

TOTAL COMP TIME HOURS EARNED: \_\_\_\_\_

WAYNE TRACE LOCAL SCHOOL  
EMPLOYEE HOURLY / OVERTIME REPORT

EMPLOYEE NAME: \_\_\_\_\_

BUILDING OR DEPARTMENT YOU WORKED AT: \_\_\_\_\_

Please complete ALL information below. Circle AM or PM. If information is missing it will result in a delay of payment.

WEEK 1	DUTIES PERFORMED	START TIME	FINISH TIME	HOURS
DATE WORKED				
MONDAY	_____	_____ AM / PM	_____ AM / PM	_____
TUESDAY	_____	_____ AM / PM	_____ AM / PM	_____
WEDNESDAY	_____	_____ AM / PM	_____ AM / PM	_____
THURSDAY	_____	_____ AM / PM	_____ AM / PM	_____
FRIDAY	_____	_____ AM / PM	_____ AM / PM	_____
SATURDAY	_____	_____ AM / PM	_____ AM / PM	_____
SUNDAY	_____	_____ AM / PM	_____ AM / PM	_____

WEEK 2	DUTIES PERFORMED	START TIME	FINISH TIME	HOURS
DATE WORKED				
MONDAY	_____	_____ AM / PM	_____ AM / PM	_____
TUESDAY	_____	_____ AM / PM	_____ AM / PM	_____
WEDNESDAY	_____	_____ AM / PM	_____ AM / PM	_____
THURSDAY	_____	_____ AM / PM	_____ AM / PM	_____
FRIDAY	_____	_____ AM / PM	_____ AM / PM	_____
SATURDAY	_____	_____ AM / PM	_____ AM / PM	_____
SUNDAY	_____	_____ AM / PM	_____ AM / PM	_____

TOTAL HOURS WORKED: \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SUPERVISOR APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

TOTAL HOURS WORKED: _____	TOTAL OVERTIME HOURS WORKED: _____
HOURLY RATE: _____	OVERTIME HOURLY RATE: _____
TOTAL TO BE PAID: _____	TOTAL OVERTIME TO BE PAID: _____

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WAYNE TRACE LOCAL SCHOOL  
ADVANCEMENT ON SALARY SCHEDULE

EMPLOYEE NAME: \_\_\_\_\_

POSITION YOU WORK IN: \_\_\_\_\_

PRESENT SALARY LEVEL: \_\_\_\_\_

(BS/BA, BA+9, 150 Semester Hours, BA+21, Masters, Masters+15)

NUMBER OF ADDITIONAL HOURS TAKEN: \_\_\_\_\_

\*\*\*IF NEW DEGREE WAS OBTAINED SIMPLY COMPLETE DEGREE OBTAINED, DATE AND COLLEGE/UNIVERSITY

COLLEGE/UNIVERSITY  
COURSE WORK TAKEN

SESSION / YEAR  
TAKEN

_____	_____
_____	_____
_____	_____
_____	_____

DEGREE OBTAINED: \_\_\_\_\_

COLLEGE/UNIVERSITY DEGREE OBTAINED: \_\_\_\_\_

DATE DEGREE WAS OBTAINED: \_\_\_\_\_

**IMPORTANT:** It is the employee's responsibility to provide the Treasurer/Superintendent Offices with all official transcripts needed to verify a change in pay status. Transcripts should be obtained and submitted to the Treasurer/Superintendent Offices at the earliest possible time to ensure proper placement on the salary schedule. Official transcripts (not photocopies) must remain in the employee's personnel file for verification and auditing purposes.

EMPLOYEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

OFFICE USE ONLY

NEW SALARY LEVEL: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

SUPERINTENDENT APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_



WAYNE TRACE LOCAL SCHOOLS

LPDC HOUR REPORT

EMPLOYEE NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATE OF MEETING:

HOURS ATTENDED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SUPERINTENDENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

OFFICE USE ONLY

TOTAL HOURS ATTENDED: \_\_\_\_\_

LPDC HOURLY RATE: \_\_\_\_\_ \$25.00 \_\_\_\_\_

TOTAL TO BE PAID: \_\_\_\_\_

WAYNE TRACE LOCAL SCHOOL  
EXTRA CURRICULAR ACTIVITY  
FINAL PAYMENT REQUEST FORM

COACH / ADVISOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ BEST TIME TO CONTACT YOU: \_\_\_\_\_

EXTRA CURRICULAR POSITION HELD: \_\_\_\_\_

STARTING DATE OF ACTIVITY: \_\_\_\_\_ ENDING DATE OF ACTIVITY: \_\_\_\_\_  
(MONTH AND YEAR) (MONTH AND YEAR)

To receive final payment:

1. All items below must be check and approved by your appropriate supervisor
2. All signatures must be present at the bottom of this form unless it is not an extra-curricular sport.

Only the Advisor and Jr. / Sr. Principal need to sign off for the following activities: Scholastic Bowl, NHS, Student Council, Drama, Band/Choir, Concessions, Washington DC Advisor.

Inventory is complete and submitted to the building Principal or Athletic Director

All equipment is satisfactorily placed in storage areas

All bills are collected and submitted for payment

End of year results and stats are submitted to the Athletic Director

All building and athletic keys were given back to the Principal or Athletic Director

Evaluation has been performed by the Principal  
(You will need to set up a time with the principal for an evaluation.)

I hereby state that the contract for the above extra-curricular activity have been reviewed and is completed in full. Final payment is approved to be paid by the Treasurer's office.

Signatures:

COACH / ADVISOR: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ DATE: \_\_\_\_\_

ATHLETIC DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

**STAFF NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY AGREEMENT**

To access e-mail and/or the Internet at school, staff members must sign and return this form.

Use of the Internet is a privilege, not a right. The Board's Internet connection is provided for business, *professional* and educational purposes only. Unauthorized or inappropriate use will result in a cancellation of this privilege.

The Board has implemented the use of a Technology Protection Measures, which is a specific technology that will protect against (e.g., block/filter) Internet access to visual displays that are obscene, child pornography or harmful to minors. The Board also monitors online activity of staff members in an effort to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. ( ) The Superintendent or \_\_\_\_\_ may disable the Technology Protection Measure to enable access for bona fide research or other lawful purposes.

Staff members accessing the Internet through the Board's computers/network assume personal responsibility and liability, both civil and criminal, for unauthorized or inappropriate use of the Internet.

The Board reserves the right to monitor, review and inspect any directories, files and/or messages residing on or sent using the Board's computers/networks. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

( ) To the extent that a staff member has the proprietary rights to the design of a web site hosted on the Board's servers, the staff member agrees to license the use of the web site by the Board without further compensation.

**Please complete the following information:**

Staff Member's Full Name (please print): \_\_\_\_\_

School: \_\_\_\_\_

I have read and agree to abide by the Staff Network and Internet Acceptable Use and Safety Policy and Guidelines. I understand that any violation of the terms and conditions set forth in the Policy is inappropriate and may constitute a criminal offense. As a user of the Board's computers/network and the Internet, I agree to communicate over the Internet and the Network in an appropriate manner, honoring all relevant laws, restrictions and guidelines.

Staff Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**The Superintendent is responsible for determining what is unauthorized or inappropriate use. The Superintendent may deny, revoke or suspend access to the Network/Internet to individuals who violate the Board's Staff Network and Internet Acceptable Use and Safety Policy and related Guidelines and take such other disciplinary action as is appropriate pursuant to the applicable collective bargaining agreement and/or Board Policy.**

## Memorandum of Understanding

This Memorandum of Understanding is entered into this   31   day of   May  , 2016, by and between the Wayne Trace Board of Education (hereinafter "Board") and the Wayne Trace Education Association (hereinafter "Association").

WHEREAS, the parties have a mutual interest in providing the best medical, vision, life, and dental insurance to the bargaining unit members as well as providing the district with cost saving measures:

WHEREAS, the Collective Bargaining Agreement specifies: "The level of coverage provided for either family or single plans shall meet or exceed the current level of benefits in effect as of July 1, 2004".

NOW THEREFORE, the Board and the Association agree to the following:

1. The Association will take to the membership the EPC Consortium Overview for a vote to be included in the EPC Consortium.
2. The EPC consortium health insurance rate for October 1, 2016 to September 30, 2017 will be set at a 1% increase and the dental rate will be set at -6% rate. The health and dental insurance plans provided through the EPC Consortium have slight variations from the Paulding County Consortium Plans, thus requiring this MOU.
3. The move to the EPC Consortium must be approved by all three of the Paulding County Schools by May 31, 2016. If one or more of the three schools do not have a MOU in place by May 31, 2016, the Paulding County Consortium will maintain its current plan beginning July 1, 2016, and continue to June 30, 2017, with a 3% increase for health and dental rates.
4. Insurance rates will be determined by the EPC Governing Board and the information will be shared to the membership when available each year. However, The Association and Board agree to maintain all current levels of benefits as stated above. If EPC benefit levels no longer exist or a change in coverage will occur, the Association will be notified prior to the change and the parties shall meet to negotiate the impact of the change prior to any changes made.
5. The wellness and the health assessment are voluntary and will not be required of any member. No information regarding health or wellness evaluations will be shared with any administrator in our district and no Bargaining Unit Member will be penalized for not utilizing these services.
6. As some specific exclusions exist on the overview sheet, those exclusions ("excluded from coverage") are understood and will not be a subject to #4 above should the benefits prove to be less. See overview sheet attached to this agreement.

7. This agreement in no way waives the rights of any Bargaining Unit Member or the Association.

This document is a TA to take to the membership. Once ratified and signed by both parties, this document shall serve as an addendum to the collective bargaining agreement.

Superintendent TA SEA Date 5-31-16

Association TA JEM Date 5/31/16

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Association President

5-31-16  
Date

5/31/16  
Date

Paulding County School Consortium  
EPC Consortium Overview as of May 17, 2016

The EPC Consortium serves 77 districts and insures approximately 36,190 members. EPC has offered the schools of Paulding County a 1% increase in rates guaranteed for 15 months and a rate cap of 7% for the 2017 renewal. Paulding County School's renewal is July 1<sup>st</sup> and EPC originally requested a decision be made by 4/15/16. However, EPC has agreed to allow entrance into their consortium effective 10/1/16 but a decision must be made by 6/1/16. A change in consortiums would provide enhancements in some areas and changes in others. Below is an overview of the EPC programs based on information we have received as of May 17, 2016.

Highlights of the EPC Offer:

- Medical Benefits will remain the same.
- Anthem will continue as administrator.
- Continue with Anthem Network
- Deductibles and out-of-pocket paid in 2016 will transfer to EPC for the remainder of the calendar year. (No change)
- 4<sup>th</sup> Quarter Deductible Carry-Over for PPO Plans (not available on HDHP/H.S.A plan)
- Covered Employees can receive a gift card for completing a Health Assessment. Current value is \$50.
- Covered Employees can receive a gift card for completing a Wellness workshop. Current value is \$50.
- Members can buy a 90 day supply of medication at CVS Pharmacy for 2x the retail copay.
- HDHP/H.S.A Preventive Rx Listing – EPC indicates that the Caremark listing is same as current listing
- Continue with current Vision plans through VSP
- Continue with current Life insurance plans.

Program changes with the EPC Offer:

- Dental administration will change from Anthem to Delta Dental. The benefits will remain the same; however there is a change in the Passive PPO Network going from Anthem to Delta Dental Network on 7/1/16.
  - Current Anthem Dental Plan and Delta Dental plans both pay non-network claims in the 90<sup>th</sup> percentile.
  - Payments will go to members when non-network dentist is utilized. Non-Networking dentists could require payment in advance of services but most will not do this.
  - Internal COB – when Husband & Wife are both employed by district/consortium, the plan will pay primary and secondary coverage.
- Prescription administration will change from Express Scripts to CVS Caremark on January 1, 2017
- Specialty Medication will have to be filled through CVS's Specialty Pharmacy
- Rx Copays for Mail Order or through 90 Day CVS Retail program must be 2x Retail:
  - PPO 500 Plan: Current Mail Order is 15/80/240 and will change to 30/80/160
  - PPO 200 Plan: no change necessary
  - HDHP/H.S.A: Current Mail Order is 10/88/175 and will change to 20/70/140
- Clinical Equivalent Edits will be added to the Prescription plan.
  - Clinical Edits allows for more expensive brand medications or Over-the-Counter medications to be EXCLUDED from coverage when less expensive alternatives exist within a *Class of Medications*. Example: Nexium, Prilosec, Prevacid, Protonix and Zegerid are all considered Proton Pump Inhibitors (PPI). A Clinical Edit provision would allow the plan to exclude coverage for a more expensive PPI when a less expensive alternative is within the same class of medications. For instance, the EPC plan excludes coverage for:
    - Prevacid and Protonix but would cover Nexium, Dexilant, lansoprazole, omeprazole, and pantoprazole
- Differences in ExpressScript vs Caremark Formulary Listing could change copays on certain medications.
- Caremark Rx plan does exclude coverage for certain medications. Exception process is available but no guarantee on approvals.
- Medical dependent eligibility: EPC coverage cancels EOM Age 26 instead of current EOY Age 26. Grandfathering of current dependents is a possibility but new dependents will follow EOM age 26 stipulations.
- Dental dependent eligibility: EPC coverage cancels EOY Age 24 instead of current EOY Age 26. Grandfathering of current dependents is a possibility but new dependents will follow age 24 stipulations.

## Your Summary of Benefits



**Educational Purchasing Council**  
**Wayne Trace**  
**Lumenos Health Savings Accounts**  
**Effective January 1, 2021**

Covered Benefits	Network	Non-Network
<b>Deductible</b> The single deductible does apply to family coverage (embedded).	Single: \$2,800 Family: \$5,000	Single: \$5,000 Family: \$10,000
<b>Out-of-Pocket Limit</b>	Single: \$3,500 Family: \$7,000	Single: \$7,000 Family: \$14,000
<b>Physician Home and Office Services</b> <ul style="list-style-type: none"> <li>Including Office Surgeries, allergy serum, allergy injections and allergy testing</li> </ul>	0%	30%
<b>Preventive Care Services</b> Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams <ul style="list-style-type: none"> <li>Physician Home and Office Visits</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul>	No copayment/coinsurance	30%
<b>Emergency and Urgent Care</b> <ul style="list-style-type: none"> <li><b>Emergency Room Services @ Hospital (facility/other covered services)</b> (copayment waived if admitted)</li> <li><b>Urgent Care Center Services</b></li> </ul>	0%	0%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	0%	30%
<b>Inpatient Facility Services (Network/Non-Network combined)</b> Unlimited days except for: <ul style="list-style-type: none"> <li>60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>100 days for skilled nursing facility</li> </ul>	0%	30%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>	0%	30%

Blue 7.5

## Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Other Outpatient Services</b> (Network/Non-network combined) including but not limited to: <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services.</li> <li>Home Care Services 100 visits (excludes IV Therapy)</li> <li>Durable Medical Equipment, Orthotics and Prosthetics</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	0%	30%
<b>Accidental Dental Services</b> \$3,000 per accident (Network and Non-network combined)	0%	30%
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> <li>Physician Home and Office Visits</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Physical/Occupational Therapy: 60 visits combined</li> <li>Manipulation Therapy: 12 visits</li> <li>Speech therapy: 20 visits</li> </ul>	0% 0%	30% 30%
<b>Behavioral Health Services:</b> <b>Mental Illness and Substance Abuse<sup>1</sup></b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul>	0% 0%	30%
<b>Human Organ and Tissue Transplants</b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	0%	30%
<b>Prescription Drugs</b>  <b>Administered by CVS/Caremark</b>	<b>See Your Prescription Benefits Summary</b>	<b>See Your Prescription Benefits Summary</b>
<b>Lifetime Maximum</b>	Unlimited	Unlimited



# Your Summary of Benefits

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## Notes:

- All medical cost shares, deductibles and percentage (%) coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply to covered services listed with a percentage (%) coinsurance.
- Network and non-network deductibles are separate and do not accumulate towards each other. Network and non-network coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year.
- Wigs limited to 1 per benefit period

1 We encourage you to review the Schedule of Benefits for limitations.

## Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

## Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

## Here's an overview of your CVS Caremark benefits.

### Wayne Trace HSA - 1/1/2021

If you have any questions about your prescription plan or costs, call us at 1-888-202-1654. We can help any time after your plan starts. For TDD assistance, please call 1-800-863-5488.

	<b>Short-Term Medicines</b> CVS Caremark Retail Pharmacy Network (Up to a 30-day supply)	<b>Long-Term Medicines</b> CVS Caremark Mail Service Pharmacy or CVS Pharmacy Locations (Up to a 90-day supply)
<b>Generic Medicines</b> Always ask your doctor if there's a generic option available. It could save you money.	<b>\$10 after deductible</b> for a generic medicine	<b>\$10 after deductible</b> for a generic medicine
<b>Preferred Brand-Name Medicines</b> If a generic is not available or appropriate, ask your doctor to prescribe from your plan's preferred drug list.	<b>\$35 after deductible</b> for a preferred brand-name medicine	<b>\$88 after deductible</b> for a preferred brand-name medicine
<b>Non-Preferred Brand-Name Medicines</b> Drugs that aren't on your plan's preferred list will cost more.	<b>\$70 after deductible</b> for a non-preferred brand-name medicine	<b>\$175 after deductible</b> for a non-preferred brand-name medicine
<b>Refill Limit</b>	<b>None</b>	<b>None</b>
<b>Maximum Out-of-Pocket</b>	<b>\$3,500 per individual / \$7,000 per family (combined with medical)</b>	
<b>Annual Deductible</b>	<b>\$2,800 per individual / \$5,000 per family (combined with medical)</b>	
<b>Specialty Medicines</b>	Specialty medications are required to be filled through CVS Specialty Mail Order Pharmacy or at a retail CVS/pharmacy. Please contact Customer Care toll-free at 1-888-202-1654 for questions or to get started today.	
<b>Prior Authorization</b>	Certain medications may require prior authorization. Please contact Customer Care toll-free at 1-888-202-1654 or visit <a href="http://www.caremark.com">www.caremark.com</a> for verification of prior authorization requirements.	

Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the generic copayment.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan. Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654. If you access your pharmacy benefits information through the Caremark Web site, you can find Plan Members Rights and Responsibilities at [www.caremark.com](http://www.caremark.com).

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## Notice of Nondiscrimination

Federal civil rights laws prohibit certain health programs and activities from discriminating on the basis of race, color, national origin, age, disability, or sex. The laws apply to health programs and activities that receive funding from the Federal government, are administered by a Federal agency or are offered on a public Health Insurance Marketplace. Health plans that are subject to the laws include Medicare Part D plans, Medicaid plans, health plans offered by issuers on Health Insurance Marketplaces, and certain employee health benefit plans. If you have questions about whether these Federal civil rights laws apply to your plan, please contact your health plan at the number in your benefit plan materials.

If your health plan is subject to these Federal civil rights laws, it complies with the laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex and does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Your health plan:

- Provides appropriate aids and services, free of charge, when necessary to ensure that people with disabilities have an equal opportunity to communicate effectively with us, such as:
  - Auxiliary aids and services
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides language assistance services, free of charge, when necessary to provide meaningful access to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call Customer Care at the phone number on your benefit ID card.

If you believe these services have not been appropriately provided to you or you have been discriminated against on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by mail, fax, or email with your health plan's Civil Rights Coordinator.

You may also contact Customer Care and we will direct your grievance to your health plan's Civil Rights Coordinator:

Nondiscrimination Grievance Coordinator  
PO BOX 6590, Lee's Summit, MO 64064-6590  
Phone: 1-866-526-4075  
TTY: 1-800-863-5488  
Fax: 1-855-245-2135  
Email: [nondiscrimination@cvscaremark.com](mailto:nondiscrimination@cvscaremark.com)

If you need additional help filing a grievance, your health plan's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, DC 20201  
1-800-368-1019, 1-800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Your Summary of Benefits



### Educational Purchasing Council - Wayne Trace Blue Access® (PPO) Effective January 1, 2021

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	\$200/\$400	\$400/\$800
<b>Out-of-Pocket Limit (Single/Family)</b>	\$1,000/\$2,000	\$2,000/\$4,000
<b>Physician Office Services (PCP/SCP)</b> Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries, allergy serum and injections <sup>1</sup> : <ul style="list-style-type: none"> <li>o allergy testing</li> </ul>	\$15   20%	40%   40%
<b>Preventive Care Services</b> Services include but are not limited to: <ul style="list-style-type: none"> <li>o Medical History</li> <li>o Mammography<sup>1</sup></li> <li>o Pelvic Exams</li> <li>o Pap testing</li> <li>o PSA tests</li> <li>o Immunizations<sup>1</sup></li> <li>o Annual diabetic eye exam</li> <li>o Annual Vision and Hearing exams</li> </ul>	No copayment/coinsurance	40%
<b>Emergency and Urgent Care</b> Emergency Room Services <ul style="list-style-type: none"> <li>o facility/other covered services (copayment waived if admitted)</li> </ul> Urgent Care Center Services	\$100  \$35	\$100  \$35
<b>Inpatient and Outpatient Professional Services</b>	20%	40%
<b>Inpatient Facility Services (Network/Non-Network combined)</b> Unlimited days except for: <ul style="list-style-type: none"> <li>o 60 days for physical medicine/rehab</li> <li>o 180 days for skilled nursing facility</li> </ul>	20%	40%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>o Surgery and administration of general anesthesia</li> </ul>	20%	40%

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Other Outpatient Services</b> Including but not limited to: <ul style="list-style-type: none"> <li>o Home Care Services 30 visits non-network (excludes IV Therapy)</li> <li>o Certain diagnostic outpatient services</li> <li>o Hospice Care</li> <li>o Ambulance Services</li> </ul>	20%   80% 80%	40%   80% 80%
<b>Outpatient Physical Medicine Therapies</b> (Combined Network & Non-Network limits) Limits apply to: <ul style="list-style-type: none"> <li>o Physical/Occupational Therapy: 60 visits combined</li> <li>o Spinal Manipulation Therapy: 12 visits</li> <li>o Speech Therapy: 20 visits</li> </ul>	Copayments based on place of service	Copayments based on place of service
<b>Medical Supplies, Equipment and Appliances</b>	20%	40%
<b>Behavioral Health:</b> <b>Mental Illness and Substance Abuse<sup>2</sup></b> <ul style="list-style-type: none"> <li>o Inpatient Facility Services</li> <li>o Inpatient Professional Services</li> <li>o Physician Office Services (PCP/SCP)</li> <li>o Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	20% 20% \$15 20%	40%
<b>Human Organ and Tissue Transplants</b> <ul style="list-style-type: none"> <li>o Except Kidney and Cornea transplants<sup>3</sup></li> </ul>	No copayment/coinsurance	50%
<b>Prescription Drugs:</b>  <b>Administered by CVS/Caremark</b>	<b>See Your Prescription Benefit Plan Summary</b>	<b>See Your Prescription Benefit Plan Summary</b>
<b>Lifetime Maximum</b>	Unlimited	Unlimited

**Notes:**

- o All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- o Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- o Dependent Age: to end of the month which the child attains age 26
- o No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- o PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- o SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- o Benefit period = calendar year
- o Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.

# Your Summary of Benefits

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- o Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

2 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health parity.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

#### Pre-certification:

Members are encouraged to always obtain prior approval when using non-network providers. Pre-certification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

## Here's an overview of your CVS Caremark benefits.

### Wayne Trace PPO 200 - 1/1/2021

If you have any questions about your prescription plan or costs, call us at 1-888-202-1654. We can help any time after your plan starts. For TDD assistance, please call 1-800-863-5488.

	<b>Short-Term Medicines</b> CVS Caremark Retail Pharmacy Network (Up to a 30-day supply)	<b>Long-Term Medicines</b> CVS Caremark Mail Service (up to a 90-day supply) or CVS Pharmacy locations (up to a 90-day supply)
<b>Generic Medicines</b> Always ask your doctor if there's a generic option available. It could save you money.	<b>\$10</b> for a generic medicine	<b>\$20</b> for a generic medicine
<b>Preferred Brand-Name Medicines</b> If a generic is not available or appropriate, ask your doctor to prescribe from your plan's preferred drug list.	<b>\$25</b> for a preferred brand-name medicine	<b>\$50</b> for a preferred brand-name medicine
<b>Non-Preferred Brand-Name Medicines</b> Drugs that aren't on your plan's preferred list will cost more.	<b>\$40</b> for a non-preferred brand-name medicine	<b>\$80</b> for a non-preferred brand-name medicine
<b>Specialty Medications</b>	<b>30% coinsurance OR \$0 copay with PrudentRx</b> * Specialty medications are required to be filled through CVS Specialty Mail Order Pharmacy or at a retail CVS/pharmacy. Please contact Customer Care toll-free at 1-888-202-1654 for questions or to get started today.	
<b>Maximum Out-of-Pocket</b>	<b>\$3,000 per individual / \$6,000 per family</b>	
<b>Prior Authorization</b>	<b>Certain medications may require prior authorization. Please contact Customer Care toll-free at 1-888-202-1654 or visit <a href="http://www.caremark.com">www.caremark.com</a> for verification of prior authorization requirements.</b>	

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan. Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654. Your privacy is important to us. Our employees are trained regarding the appropriate way to handle private health information.

7471-WKL-MCHOICE\_MOOP\_SP\_CUSTOM69-072820

## **PrudentRx Copay Program for Specialty Medications**

### **Get Specialty Medications at No Cost to You**

If you're taking specialty medications for a chronic or complex situation (like multiple sclerosis, rheumatoid arthritis or cancer), you know how costly they can be – and that the cost continues to rise. Because we want to make sure you can get the medications you need at an affordable cost, we're pleased to offer a new program that reduces your out-of-pocket cost for specialty medications to \$0.

### **Pay \$0 with The Prudent Rx Copay Program**

We're working with PrudentRx to offer The PrudentRx Copay Program as part of your prescription benefit plan. To participate, all you need to do is enroll. You'll pay \$0 for any medications on the Specialty Drug List for as long as you're enrolled.

PrudentRx works with manufacturers to get copay card assistance for your medication. Once you get started, they'll manage enrollment and renewals on your behalf. But even if there's no copay card program available for your medication, your cost will be \$0 for as long as you are enrolled in the program.

### **Getting started is easy**

If you take a specialty medication on the Specialty Drug List, call PrudentRx at 1-800-578-4403, Monday through Friday, from 8 a.m. to 8 p.m. EST to enroll – it only takes about 10 minutes. If they don't hear from you, a PrudentRx Advocate may give you a call. If you don't currently take a specialty medication, but your doctor prescribes one, you can enroll at any time. Participation is voluntary, but you will pay more for your specialty medications if you choose not to enroll in the program.

If you are taking a specialty medication, watch your mailbox for more information on The PrudentRx Copay Program and changes to your plan. If you have any questions, you can call PrudentRx at the number above.



## Notice of Nondiscrimination

Federal civil rights laws prohibit certain health programs and activities from discriminating on the basis of race, color, national origin, age, disability, or sex. The laws apply to health programs and activities that receive funding from the Federal government, are administered by a Federal agency or are offered on a public Health Insurance Marketplace. Health plans that are subject to the laws include Medicare Part D plans, Medicaid plans, health plans offered by issuers on Health Insurance Marketplaces, and certain employee health benefit plans. If you have questions about whether these Federal civil rights laws apply to your plan, please contact your health plan at the number in your benefit plan materials.

If your health plan is subject to these Federal civil rights laws, it complies with the laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex and does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Your health plan:

- Provides appropriate aids and services, free of charge, when necessary to ensure that people with disabilities have an equal opportunity to communicate effectively with us, such as:
  - Auxiliary aids and services
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides language assistance services, free of charge, when necessary to provide meaningful access to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call Customer Care at the phone number on your benefit ID card.

If you believe these services have not been appropriately provided to you or you have been discriminated against on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by mail, fax, or email with your health plan's Civil Rights Coordinator.

You may also contact Customer Care and we will direct your grievance to your health plan's Civil Rights Coordinator:

Nondiscrimination Grievance Coordinator  
PO BOX 6590, Lee's Summit, MO 64064-6590  
Phone: 1-866-526-4075  
TTY: 1-800-863-5488  
Fax: 1-855-245-2135  
Email: [nondiscrimination@cvscaremark.com](mailto:nondiscrimination@cvscaremark.com)

If you need additional help filing a grievance, your health plan's Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, DC 20201  
1-800-368-1019, 1-800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



**Delta Dental PPO (Point-of-Service)  
Summary of Dental Plan Benefits  
For Group# 5630-1190, 1198  
Wayne Trace**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.\*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO Dentist Plan Pays	Delta Dental Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
<b>Diagnostic &amp; Preventive</b>			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Bitewing Radiographs – bitewing X-rays	100%	100%	100%
<b>Basic Services</b>			
All Other Radiographs – other X-rays	80%	80%	80%
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Relines and Repairs – to bridges, implants, and dentures	80%	80%	80%
<b>Major Services</b>			
Major Restorative Services – crowns	60%	60%	60%
Prosthodontic Services – bridges, implants, and dentures	60%	60%	60%
<b>Orthodontic Services</b>			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

\* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what the dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year with no age limit.
- Benefits for bitewing X-rays are unlimited. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.

- Sealants are payable once per tooth per three-year period for the occlusal surface of permanent bicuspid and molars up to age 14. The surface must be free from decay and restorations.
- Veneers are payable on incisors, cuspids, and bicuspid once per tooth in any five-year period.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Metallic inlays are Covered Services.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- No Custom Language Entered!
- Implants and implant related services are payable once per tooth in any five-year period.
- Occlusal guards are payable once in any three-year period.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

**Maximum Payment** – \$2,500 per person total per Benefit Year on all services except orthodontic services. \$1,000 per person total per lifetime on orthodontic services.

**Deductible** – \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$50 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, bitewing X-rays, sealants, and orthodontic services.

**Waiting Period** – Employees who are eligible for dental benefits are covered on the date of hire.

**Eligible People** – All regularly scheduled to work employees of the Contractor, subject to the board contract who choose the dental plan (1190) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (1198). The Contractor and Subscriber share the cost of this plan.

Also eligible are your legal spouse and your children to the end of the month in which they turn 26, including your children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled.

You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your Spouse are both eligible to enroll in This Plan as Subscribers, you may be enrolled as both a Subscriber on your own application and as a Dependent on your Spouse's application. Your Dependent Children may be enrolled on both your and your Spouse's applications as well. Delta Dental will coordinate benefits between your coverage and your Spouse's coverage.

**YOUR VSP VISION BENEFITS SUMMARY**  
 WAYNE TRACE LOCAL SCHOOLS and VSP provide you with an affordable vision plan.

**PROVIDER NETWORK:**

VSP Signature



**EFFECTIVE DATE:**

07/01/2020

BENEFIT	DESCRIPTION	COPAY	FREQUENCY
<b>YOUR COVERAGE WITH A VSP PROVIDER</b>			
<b>WELLVISION EXAM</b>	<ul style="list-style-type: none"> <li>Focuses on your eyes and overall wellness</li> </ul>	\$10	Every 12 months
<b>PRESCRIPTION GLASSES</b>		\$25	See frame and lenses
<b>FRAME</b>	<ul style="list-style-type: none"> <li>\$130 allowance for a wide selection of frames</li> <li>\$150 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> </ul>	Included in Prescription Glasses	Every 24 months
<b>LENSES</b>	<ul style="list-style-type: none"> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Polycarbonate lenses for dependent children</li> </ul>	Included in Prescription Glasses	Every 12 months
<b>LENS ENHANCEMENTS</b>	<ul style="list-style-type: none"> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 35-40% on other lens enhancements</li> </ul>	\$0 \$80 - \$90 \$120 - \$160	Every 12 months
<b>CONTACTS (INSTEAD OF GLASSES)</b>	<ul style="list-style-type: none"> <li>\$130 allowance for contacts; copay does not apply</li> <li>Contact lens exam (fitting and evaluation)</li> </ul>	Up to \$60	Every 12 months
<b>PRIMARY EYECARE</b>	<ul style="list-style-type: none"> <li>As a VSP member, you can visit your VSP doctor for medical and urgent eyecare. Your VSP doctor can diagnose, treat, and monitor common eye conditions like pink eye, and more serious conditions like sudden vision loss, glaucoma, diabetic eye disease, and cataracts. Ask your VSP doctor for details.</li> </ul>	\$20	As needed
<b>EXTRA SAVINGS</b>	<p><b>Glasses and Sunglasses</b></p> <ul style="list-style-type: none"> <li>Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/offers">vsp.com/offers</a> for details.</li> <li>30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.</li> </ul>		
	<p><b>Retinal Screening</b></p> <ul style="list-style-type: none"> <li>No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul>		
	<p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"> <li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul>		

**YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS**

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Coverage with a retail chain may be different or not apply. Once your benefit is effective, visit [vsp.com](http://vsp.com) for details. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

**OHIO TEACHER EVALUATION SYSTEM  
EVALUATION TOOLS**

Appendix T-1	Self-Assessment Summary Tool
Appendix T-2	Teacher Performance Evaluation Rubric
Appendix T-3	Counselor Performance Evaluation Rubric
Appendix T-4	Professional Growth Plan (Teacher)
Appendix T-5	Professional Growth Plan (School Counselor)
Appendix T-6	Improvement Plan
Appendix T-7	Final Holistic Rating
Appendix T-8	Pre and Post Observation Questions
Appendix T-9	Classroom Walkthrough Form
Appendix T-10	Teacher Standards

Ohio Teacher Evaluation System

Self-Assessment

**Self-Assessment Summary Tool**

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

Name:  
Date:

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

### Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>FOCUS FOR LEARNING</b> (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction)  <i>Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments</i>	<b>Use of High-Quality Student Data</b>  Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).  The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Connections to prior and future learning</b>  Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Connections to state standards and district priorities</b>  Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.  The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>KNOWLEDGE OF STUDENTS</b>	<b>Planning instruction for</b>	The teacher's instructional plan makes	The teacher's instructional plan makes minimal	The teacher's instructional plan reflects connections to	The teacher's instructional plan reflects consistent



ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)</b>  <i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i>	<b>the whole child</b>  Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	connections to student experiences, culture, developmental characteristics or student backgrounds.	student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication)</b>  <i>Possible Sources of Evidence: pre-conference, post-conference,</i>	<b>Communication with students</b>  Element 2.2 Element 4.3 Element 4.6 Element 6.1	<p>The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.</p> <p>The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific</p>	<p>The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.</p> <p>The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students</p>	<p>The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.</p> <p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students.</p>	<p>The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.</p> <p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication</p>

**ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT**

Domains	Components	Ineffective	Developing	Skilled	Accomplished
<i>formal observation, classroom walk-throughs/informal observations, peer review</i>		<p>strategies. There is no student engagement.</p> <p>The teacher does not give students feedback.</p>	<p>demonstrate little engagement in the lesson.</p> <p>Feedback to students is general, occasional or limited and may not always support student learning.</p>	<p>The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.</p> <p>The teacher gives students substantive, specific and timely feedback to support their learning.</p>	<p>strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.</p> <p>The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.</p>
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<p><b>Monitoring student understanding</b></p> <p>Element 3.2 Element 3.3</p>	<p>The teacher fails to monitor and address student confusion and misconceptions.</p>	<p>The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.</p>	<p>The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.</p>	<p>The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.</p>
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<p><b>LESSON DELIVERY</b> <i>(continued)</i></p>	<p><b>Student-centered learning</b></p> <p>Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4</p>	<p>Learning is entirely teacher directed. Students are not participating in learning activities.</p>	<p>Learning is primarily teacher directed. Students participate in whole class learning activities.</p>	<p>Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole</p>	<p>Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines</p>

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	<p>class learning opportunities to maximize student learning.</p> <p>Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.</p>	<p>independent, collaborative and whole class learning opportunities to maximize student learning.</p> <p>Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.</p>
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
<b>CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment)</b>  <i>Possible Sources of Evidence: pre-conference, post-conference,</i>	<b>Classroom routines and procedures</b>  Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.

**ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT**

DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
<i>formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Classroom climate and cultural competency</b>  Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.  There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.  There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.  There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.  There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment)</b>	<b>Use of assessments</b>  Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
<i>Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference</i>		<p>The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.</p> <p>The teacher does not share evidence of student learning with students.</p>	<p>The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.</p> <p>The teacher shares evidence of student learning with students.</p>	<p>The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.</p> <p>The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.</p>	<p>assessment choices to meet the full range of student needs.</p> <p>The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.</p> <p>The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.</p>
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Evidence of student learning</b>  Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>PROFESSIONAL RESPONSIBILITIES</b>	<b>Communication and collaboration with families</b>	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with	The teacher uses effective and appropriate communication and engagement strategies	The teacher uses multiple effective and appropriate communication and engagement strategies with individual

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
(Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)	Element 6.1 Element 6.2		students and families. These do not contribute adequately to student learning, well-being and development.	with students and families, resulting in partnerships that contribute to student learning, well-being and development.	students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Communication and collaboration with colleagues</b>	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Element 6.3				
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>District policies and professional responsibilities</b>	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.  The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
Element 7.1					
<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	

FINAL March 27, 2020

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
	<b>Professional learning</b>  Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	<b>Evidence</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Ohio School Counselor Evaluation System

Assessment of School Counselor Performance

**School Counselor Evaluation Rubric**

The *School Counselor Evaluation Rubric* is intended to be scored holistically. This means the evaluator will assess which level provides the best overall description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

<b>Standard One: Comprehensive School Counseling Program Plan</b> – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
<b>Evidence</b>				

05/18/2016



**Standard Two: Direct Services for Academic, Career and Social/Emotional Development** – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
<b>Evidence</b>				

**Standard Three: Indirect Services: Partnerships and Referrals** – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
<b>Evidence</b>				

**Standard Four: Evaluation and Data** – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
<b>Evidence</b>				

**Standard Five: Leadership and Advocacy** – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<p>The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.</p>	<p>The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.</p>	<p>The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.</p>	<p>The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.</p>
<p>The school counselor does not advocate for nor responds to the needs of diverse populations.</p>	<p>The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.</p>	<p>The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.</p>	<p>The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.</p>
<p>The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.</p>	<p>The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.</p>	<p>The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.</p>	<p>The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.</p>
<p>The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.</p>	<p>The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.</p>	<p>The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.</p>	<p>The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.</p>

<b>Evidence</b>				
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<b>Standard Six: Professional Responsibility, Knowledge and Growth</b> – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	The school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
<b>Evidence</b>				

<b>Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.</b>				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
<b>Evidence</b>				

05/18/2016



**Professional Growth Plan**

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

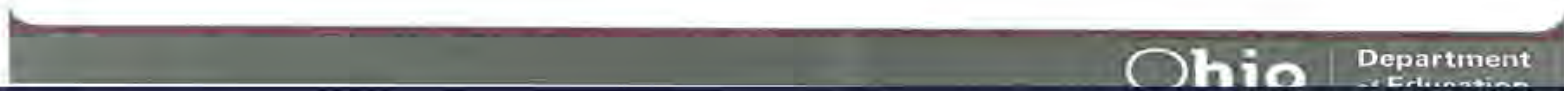
Teacher Name: \_\_\_\_\_ Evaluator Name: \_\_\_\_\_  Self-Directed (Accomplished)  Jointly Developed (Skilled)  Evaluator Guided (Developing)

Choose the Domain(s) aligned to the goal(s).			
<input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery		<input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on <i>Ohio Standards for the Teaching Profession</i>	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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



# Ohio School Counselor Evaluation System

## Professional Growth Plan

### Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: \_\_\_\_\_ Evaluator Name: \_\_\_\_\_  Self-Directed  Collaborative

<b>Goal One</b>	<i>Choose the <b>Standard(s)</b> aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.</i>			
	<input type="checkbox"/> Comprehensive School Counseling Program Plan		<input type="checkbox"/> Evaluation and Data	
	<input type="checkbox"/> Direct Services for Academic, Career, and Social/Emotional Development		<input type="checkbox"/> Leadership and Advocacy	
	<input type="checkbox"/> Indirect Services		<input type="checkbox"/> Professional Responsibility, Knowledge & Growth	
	Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

<b>Goal Two</b>	<i>Choose the <b>domain(s)</b> aligned to the <b>Metric of Student Outcomes</b> goal.</i>			
	<input type="checkbox"/> Academic <input type="checkbox"/> College/Career <input type="checkbox"/> Social/Emotional			
	Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:

School Counselor: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_



Improvement Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, the district may place any teacher on an improvement plan at any time based on an ineffective deficiency in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

**Section 1: Improvement Statement**—List specific area(s) for improvement related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

**Section 2: Desired Level of Performance**—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on <i>Ohio Standards for the Teaching Profession</i>	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

**Section 3: Specific Plan of Action**—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

**Section 4: Assistance and Professional Development**—Describe in detail specific supports that will be provided as well as opportunities for professional development.

**Section 5: Alignment to District and/or Building Improvement Plan(s)**— Describe the alignment to district and/or building improvement plan(s).

**Comments:**

Date for Improvement Plan to be evaluated: \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_

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

Evaluator's Signature: \_\_\_\_\_

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

*The evaluator's signature on this form verifies 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 will be one of the following.

- 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 the recommended action.

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

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
<b>Formal Holistic Observation</b> (followed by conference)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Formal Focused Observation</b> <b>Focus Area(s):</b> <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Professional Growth Plan (or Improvement Plan) Goal(s):</b> (Goal prepopulates from the earlier entry)				
<b>Evaluator Comments:</b>				
<b>Teacher Comments:</b>				
<b>Final Holistic (Overall) Rating</b>	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

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

**Date** \_\_\_\_\_

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

**Date** \_\_\_\_\_

**Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward**

<b>Professional Growth Plan Goal(s) Alignment:</b>		<b>Dates:</b>			
<b>Mark Domain Area(s):</b> <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities		Date of Observation:  Date of Conference:  <b>Comments:</b>  			
<b>Focus Area(s) Comments:</b>					
<b>Professional Growth Plan Goal(s):</b>		(Goal(s) prepopulate from previous entry)			
<b>Progress on Professional Growth Plan Goal:</b>		<input type="checkbox"/> Progress Made  (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	<input type="checkbox"/> Insufficient Progress Made  (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)		
<b>Evaluator Comments:</b>					
<b>Teacher Comments:</b>					
<b>Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal</b>		<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>
• Carry forward from previous rating					

End of Cycle (Full evaluation required in the next school year)

Check here if Improvement Plan has been recommended.

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

**Date** \_\_\_\_\_

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

**Date** \_\_\_\_\_

## Ohio Teacher Evaluation System

## Pre- and Post- Conference Questions

## 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?

Walkthroughs/Informal Observations  
Ohio Teacher Evaluation System 2.0

**Walkthrough: 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 a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	<input type="checkbox"/> Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
<input type="checkbox"/> Instructional time is used effectively	<input type="checkbox"/> Information is presented in multiple formats
<input type="checkbox"/> Teacher combines collaborative and whole class learning opportunities	<input type="checkbox"/> Routines, procedures and transitions are consistent, effective and maximize instructional time
<input type="checkbox"/> Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	<input type="checkbox"/> Feedback is substantive, specific, timely and supports student learning
<input type="checkbox"/> Lesson makes clear and coherent connections with student prior learning and future learning	<input type="checkbox"/> Teacher selects, develops and uses multiple assessments
<input type="checkbox"/> Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	<input type="checkbox"/> Teacher uses differentiated instructional strategies and resources for groups of students
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

**Identified Focus Area(s) and Aligned Evidence, if Applicable:**

**Evaluator Summary Comments:**

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

Photocopy to Teacher

Standard 1: Student Learning		
	<b>C.E.</b>  _____	<p><b>Teachers understand student learning &amp; development and respect the diversity of each student.</b></p> <ul style="list-style-type: none"> <li>• Give examples of lesson plans, activities, or assessments that show differentiated instruction or log activities that have been completed to learn about student background, interests, and experiences. (ie. Interest inventory, student’s permanent records, talk to previous teachers)               <ul style="list-style-type: none"> <li>○ 0-1 examples – Ineffective (1)</li> <li>○ 2 examples – Developing (2)</li> <li>○ 3 examples – Proficient (3)</li> <li>○ 4 examples – Accomplished (4)</li> </ul> </li> </ul>
Standard 2: Understanding of Content Area		
	<b>C.E.</b>  _____	<p><b>Teachers know/understand the content area for which they have instructional responsibility.</b></p> <ul style="list-style-type: none"> <li>• Create a list of completed standards and benchmarks in one unit of instruction for a course.               <ul style="list-style-type: none"> <li>○ Not completed – Ineffective (1)</li> <li>○ Completed – Accomplished (4)</li> <li>○ Highly Qualified Teacher – Accomplished (4)</li> </ul> </li> </ul>



**Standard 3: Assessment**

**C.E.**

**Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.**

- Give examples of the situations in which you use formative and summative assessments and/or analyze the data from assessments to show student learning.
  - 0-1 examples – Ineffective (1)
  - 2 examples – Developing (2)
  - 3 examples – Skilled (3)
  - 4 examples – Accomplished (4)

**Standard 4: Student Learning and Instruction**

<p><b>C.E. Avg.</b></p>	<p><b>C.E.</b></p> <hr/>	<p><b>Teachers plan and deliver effective instruction that advances the learning of each individual student.</b></p> <ul style="list-style-type: none"><li>• Provide examples of how you show progression, sequenced build up to understanding based on student needs.<ul style="list-style-type: none"><li>○ 0-1 examples – Ineffective (1)</li><li>○ 2 examples – Developing (2)</li><li>○ 3 examples – Proficient (3)</li><li>○ 4 examples – Accomplished (4)</li></ul></li></ul>
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**Standard 5: Learning Environment**

<p><b>C.E. Avg.</b></p> <hr/>	<p><b>C.E.</b></p> <hr/>	<p><b>Teachers create learning environments that promote high level of learning and achievement for all students.</b></p> <ul style="list-style-type: none"><li>• Provide examples of how you create an environment that is conducive to learning and promotes student achievement.<ul style="list-style-type: none"><li>○ 0-1 examples - Ineffective (1)</li><li>○ 2 examples - Developing (2)</li><li>○ 3 examples - Skilled (3)</li><li>○ 4 examples – Accomplished (4)</li></ul></li></ul>
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**Standard 6: Collaborate and Communicate**

**C.E**

\_\_\_\_\_

**Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.**

- Keep a log of communication between parents, teachers, administrators, community, and/or student intervention.
  - 0-1 examples – Ineffective (1)
  - 2 examples – Developing (2)
  - 3 examples – Skilled (3)
  - 4 examples – Accomplished (4)

**Standard 7: Professional Growth and Professionalism**

**C.E. Avg.**

**C.E**

\_\_\_\_\_

**Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.**

- Submit Professional Growth Plan, Individualized Professional Development Plan.
  - 1 examples – Accomplished (4)

**OR**

- Listed professional organizations, clubs, committees and extra-curricular activities that you advise, or assist with or create a log of workshops, conferences, etc., for professional development.
  - 0-1 examples – Ineffective (1)
  - 2 examples – Developing (2)
  - 3 examples – Skilled (3)
  - 4 examples – Accomplished (4)

**Scoring**

**Standard 1 Credentialed Evaluator Scores**

\_\_\_\_\_

**Standard 2 Credentialed Evaluator Scores**

\_\_\_\_\_

**Standard 3 Credentialed Evaluator Scores**

\_\_\_\_\_

**Standard 4 Credentialed Evaluator Scores**

\_\_\_\_\_

**Standard 5 Credentialed Evaluator Scores**

\_\_\_\_\_

**Standard 6 Credentialed Evaluator Scores**

\_\_\_\_\_

**Standard 7 Credentialed Evaluator Scores**

\_\_\_\_\_

**Total:**

\_\_\_\_\_

**Average of Total:**

\_\_\_\_\_ *(Average of Total Here)*

**TEACHER CONTINUING CONTRACT (TENURE) ELIGIBILITY CHECKLIST**

The current requirements for continuing contract eligibility appear in the Ohio Revised Code Sections 3319.08 and 3319.11. The teacher must satisfy **both** of the following service and professional credential/coursework requirements.

**A. SERVICE REQUIREMENT**

By the end of the school year in which the teacher receives consideration by the Board for reemployment under a continuing contract, the teacher (if continuing contract status has not previously been attained in a different Ohio public school district) must have taught in the District for at least 3 of the last 5 school years; If the teacher has previously attained continuing contract status in another Ohio public school district, the employee must have served at least 2 years in the District.

For this purpose, a “year” means actual regular (not including substitute) teaching service of not less than 120 days within a particular school year. If a teacher regularly works less than full days but a substantial part of such days (i.e. roughly 4 or more hours per day), such days count toward satisfying the 120 days.

\_\_\_\_\_ I, \_\_\_\_\_, have taught in the Wayne Trace Local School District for at least 3 of the past 5 school years.

OR

\_\_\_\_\_ I, \_\_\_\_\_, have achieved continuing contract in another Ohio public school district before becoming employed by the Wayne Trace School Board and have served at least 2 years in the District.

**B. CREDENTIALLED/COURSEWORK REQUIREMENT (check all that apply)**

By June 1 of the school year in which the teacher receives consideration for reemployment under a continuing contract, the teacher must satisfy **one** of the following paragraphs:

\_\_\_\_\_ 1. The teacher must hold a valid professional, permanent, or life teacher’s certificate issued by the Ohio Department of Education.

OR

\_\_\_\_\_ 2. If the teacher was initially issued a teacher’s certificate or educator license prior to January 1, 2011, the teacher must hold a valid professional educator license, senior professional educator license, or lead professional educator license issued by the Ohio Department of Education and also have completed one of the following:

- \_\_\_\_\_ a. If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate (under former Ohio law) or an educator 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 such certificate or license.
  - \_\_\_\_\_ b. If the teacher did hold a masters degree at the time of initial or an educator license, 6 semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.
- \_\_\_\_\_ 3. If the teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011, and has held an educator license for at least 7 years, the teacher must hold a valid professional educator license, senior professional educator license or lead professional educator license issued by the Ohio Department of Education and also have completed one of the following:
  - \_\_\_\_\_ a. If the teacher did not hold a masters degree at the time of initially receiving an educator license, 30 semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of such license.
  - \_\_\_\_\_ b. If the teacher did hold a masters degree at the time of initially receiving an educator license, 6 semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such license.

Name of Educator \_\_\_\_\_

Please return this form to the Superintendent.

**Mentor/Mentee Change Form**

Teacher \_\_\_\_\_ Date \_\_\_\_\_

I am requesting a different mentor.

I am requesting to be released from my mentor position with the following mentee  
\_\_\_\_\_. I understand my supplemental will be prorated based  
on the amount of time already spent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



5330 F1/

PARENT REQUEST AND AUTHORIZATION TO ADMINISTER A PRESCRIBED MEDICATION/DRUG OR TREATMENT

To the Parent:

THE FOLLOWING INFORMATION IS NECESSARY FOR ANY STUDENT TO USE PRESCRIBED MEDICATIONS OR TO RECEIVE TREATMENT IN SCHOOL. ALL SPACES MUST BE COMPLETED.

_____ Name of Student	_____ Address
_____ School	_____ Grade

- A. I am requesting permission for my child named above to: (Check all that apply)
- use or receive prescribed medication
  - receive prescribed treatment
  - self-administer prescribed medication(s) in my presence or that of an authorized staff member
- in accordance with the authorized prescription.
- B. I will assume responsibility for safe delivery of the medication/drug to school. (The medication/drug must be received by the District (i.e., the person authorized to administer the drug to the student) in the container in which it was dispensed by the prescriber or a licensed pharmacist.)
- C. I will notify the school immediately if there is any change in the use of the medication/drug or the prescribed treatment. (You must submit to the District a revised licensed prescriber's statement, signed by the prescriber, if any of the information contained in the statement changes.)
- D. I release and agree to hold the Board of Education, its officials, and its employees harmless from any and all liability foreseeable or unforeseeable for damages or injury resulting directly or indirectly from this authorization.

_____ Signature of Parent*	_____ Date
_____ Home Telephone	_____ Work Telephone

\*Parent, guardian, or other person having care or charge of the student.

LICENSED PRESCRIBER'S STATEMENT

To the Prescriber:

The School District requires that all of the following information be provided before it will administer medication or treatment to the student.

\_\_\_\_\_  
Name of Student

\_\_\_\_\_  
Address

\_\_\_\_\_  
School

\_\_\_\_\_  
Class/Grade

I am a licensed health professional authorized to prescribe drugs, and I have prescribed the following medication to the above named student (specify the name of the drug) \_\_\_\_\_  
\_\_\_\_\_

Date the administration of the drug is to begin \_\_\_\_\_

Date the administration of the drug is to cease \_\_\_\_\_

Specify the dosage of the drug to be administered, and the times or intervals at which each dosage of the drug is to be administered \_\_\_\_\_  
\_\_\_\_\_

Specify any special instructions for administration of the drug, including sterile conditions and storage  
\_\_\_\_\_  
\_\_\_\_\_

Report the following side effects (i.e., severe adverse reactions) to my office immediately \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prescriber's Signature \_\_\_\_\_ Telephone \_\_\_\_\_

Printed/Typed Name \_\_\_\_\_ Date \_\_\_\_\_

**ANNUAL AMOUNTS TO BE PAID BY THE BOARD OF EDUCATION FOR  
INSURANCE OPT OUT**

**TEACHERS**

Bargaining unit members who have elected **not to enroll in ANY** of the Hospital Surgical and Major Medical Insurance Plan: **\$3,500.00**

Bargaining unit members who have elected **to enroll in a SINGLE PLAN** of the Hospital Surgical and Major Medical Insurance Plan:

Based on the 2022 Calendar Year	\$700.00
Based on the 2023 Calendar Year	\$350.00
Based on the 2024 Calendar Year	0.00

**10-12 MONTH CLASSIFIED**

10-12 month classified employees who have elected **not to enroll for ANY** of the Hospital Surgical and Major Medical Insurance Plan: **\$3,500.00**

10-12 month classified employees who have elected **to enroll in a SINGLE PLAN** of the Hospital Surgical and Major Medical Insurance Plan:

Based on the 2022 Calendar Year	\$700.00
Based on the 2023 Calendar Year	\$350.00
Based on the 2024 Calendar Year	0.00

**OTHER CLASSIFIED**

Other classified employees who have elected **not to enroll for ANY** of the Hospital Surgical and Major Medical Insurance Plan: **\$1,500.00**

**All opt-out amounts will be paid in accordance with the employees pay schedule.**