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MASTER AGREEMENT

between the

WATERLOO
BOARD OF EDUCATION

and the

WATERLOO
EDUCATION ASSOCIATION

JULY 1, 2024 - JUNE 30, 2027

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ARTICLE 1. RECOGNITION

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

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

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

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

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

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

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

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

ARTICLE 2. NEGOTIATIONS PROCEDURE

A. ORGANIZATIONAL STRUCTURE

1. The negotiating teams shall consist of no more than five (5) persons each.

2. Any team member or observer, including the spokesperson, may be changed at any time so long as team size does not exceed five (5) persons.

B. NEGOTIATIONS SCHEDULE

1. Negotiations for a Successor Contract shall open between February 1 and April 1 of the last year of this Contract.

2. Either party shall open negotiations by notifying, in writing, the other party and the State Employment Relations Board (SERB) that it is calling for the opening of negotiations. The official representative of each party shall establish a date, time, and place for the first session.

3. At the first session, each party shall submit complete written proposals. No new item shall be submitted by either party after the opening session, except by mutual consent.

4. As negotiated items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by a representative of each party.

C. AGREEMENT

1. When tentative agreement is reached on all items being negotiated, a final written copy shall be submitted to the Association for ratification and then to the Board at its next regular or special Board meeting for adoption.

2. There shall be two (2) signed copies of any final Contract. One (1) copy shall be retained by the Board, and one (1) by the Association. The Association shall compile and print the Contract. Each teacher and administrator shall be provided with a printed copy of the Contract. The Board and the Association shall split the cost for the printing of the Contract.

D. DISAGREEMENT

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

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

ARTICLE 3. EMPLOYEE WELFARE AND WORKING CONDITIONS

A. CITIZENSHIP AND PERSONAL FREEDOM

1. The full legal rights of citizenship shall be enjoyed by all members of the teaching staff with no discrimination exercised due to age, race, national origin, disability, religion, gender, gender identity, gender expression, sexual orientation, marital status, veteran status, political affiliation, union membership or activism, any other legally protected category, or personal reasons.

2. The Board of Education shall prohibit adverse actions related to employment decisions, the application of any provision of this negotiated agreement, the creation and/or application of any Board of Education Policy, and shall prohibit bullying, harassment, or any other act of discrimination, based upon age, race, national origin, disability, religion, gender, gender identity, gender expression, sexual orientation, marital status, veteran status, political affiliation, union membership or activism, or any other legally protected category.

3. All medical information relating to any of the above shall be considered confidential information and will not be released except as required by local, state, or federal law. The Board of Education shall respect and uphold each employee's right to privacy and constitutional rights as citizens.

B. ACADEMIC FREEDOM

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

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

D. Unless otherwise agreed upon by the Board and the Association, the Board shall not electronically monitor or record (audio, video, or photographic) teachers. When possible, the Board will do its best to ensure outside sources do not electronically monitor or record (audio, video, or photographic) teachers.

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

F. Teachers will be provided the opportunity to submit in writing to the Building Principals, by May 1 of each school year, requests for teaching aids, material, and equipment necessary to help improve the performance of instructional tasks. The amount of monies available in the budget categories shall be made known to any teacher upon request.

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

H. SPECIALIZED HEALTH CARE PROCEDURES

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

ARTICLE 4. TEACHER RESPONSIBILITIES

A. REGULAR

1. It is recognized that all teachers contracted by the Board of Education have certain common responsibilities. The following are considered common to all teachers:

    a. All teachers must arrive to school at the contracted start of the day and report to their assigned classroom/workspace within five (5) minutes. All teachers must remain in their assigned building until the designated time of departure.

    b. All teachers must uphold Board policy in the performance of their duties.

    c. All teachers must complete and return all the reports requested by the Administration.

    d. All teachers must be punctual in their everyday conduction of classroom duties.

    e. All teachers must uphold the discipline program of their assigned building.

    f. During their contractual workday, excluding designated lunch and planning periods, all teachers are expected to attend the necessary functions of their grade level or subject area. Outside their contractual workday, all teachers are encouraged to attend the necessary functions of their grade level or subject area, but attendance is not mandatory.

Required administratively-called staff meetings before or after the working day shall not extend beyond sixty (60) cumulative minutes per month, except in demonstrated emergencies.

Teachers will be expected to attend any Open House in that teacher's building, unless excused by the Building Principal.

g. Responsibility to Students: The teacher is responsible for providing the best educational atmosphere within his/her capabilities.

h. Responsibilities to Community: A teacher of the Waterloo School District is expected to uphold the standards of the school community.

i. Responsibilities to Peers: In relation to other teachers, an individual is expected to be cooperative in providing a good educational atmosphere. It is essential that a teacher be congenial and considerate with his/her peers, thus an appropriate working atmosphere will be maintained. In an effort to succeed, all teachers should show respect to each other. In this way, they will set an example to their students of proper human behavior.

j. Commitment to the Student: In fulfilling his/her obligation to the student, the educator:

(1) SHALL NOT, without just cause, restrain the student from independent action in his/her pursuit of learning; and SHALL NOT, without just cause, deny the student access to varying points of view.

(2) SHALL NOT deliberately suppress or distort subject matter for which he/she bears responsibility.

(3) SHALL NOT on the basis of race, color, creed, or national origin exclude any student from participation in, or deny him/her benefits under any program, nor grant any discriminatory consideration or advantage.

(4) SHALL NOT use professional relationships with students for private advantage.

(5) SHALL keep in confidence information that has been obtained in the course of professional services, unless disclosure serves professional purposes or is required by law.

k. Commitment to the Public: In fulfilling his/her obligation to the public, the educator:

(1) SHALL NOT misrepresent an institution or organization with which he/she is affiliated; and shall take adequate precautions to distinguish between his/her personal and institutional or organizational views.

(2) SHALL NOT knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.

l. Commitment to the Profession: In fulfilling his/her obligation to the profession, the educator:

(1) SHALL accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.

(2) SHALL NOT use coercive means or promise special treatment in order to influence professional decisions of colleagues.

(3) SHALL NOT refuse to participate in a professional inquiry when requested by an appropriate professional association.

m. Commitment to Professional Employment Practices: In fulfilling his/her obligation to professional employment practices, the educator:

(1) SHALL give prompt notice to the employing agency of any change in availability of service; the employing agency shall give prompt notice of change in availability or nature of a position.

(2) SHALL adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.

(3) SHALL conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.

(4) SHALL NOT delegate assigned tasks to unqualified personnel.

(5) SHALL use time granted for the purpose for which it is intended.

n. Commitment to Professional Growth

(1) In an effort to provide their students with the greatest possible educational opportunity, teachers should make an effort to become as knowledgeable as possible in their respective fields. In addition, teachers should make an effort to involve themselves in such

professional activities as to increase their potential for educating students. In addition, teachers should become involved in such activities that will provide personal growth and advancement, thus improving their own professional character.

2. During their contractual day, tutors shall only be assigned tutoring assignments of working with ten (10) or fewer students at a time. Under extreme circumstances, and no more than one class per day, this number of students may be increased to twelve (12) or fewer students at a time. These assignments shall not be classes, specials, study halls, lunch duty, recess coverage, sub coverage, or any other duty. Outside their contractual day, a tutor may elect to substituting as outlined in Article 18.

B. EXTRA

1. All teachers must conduct extracurricular activities with the same professional attitude as they would their regular classroom activities, if on supplemental contract.

2. Any extra duties for which a supplemental contract is not issued and paid, shall be voluntary.

C. TECHNOLOGY USE

1. Bargaining unit members shall take reasonable efforts to monitor student internet usage in class to assure students are adhering to the usage agreement signed by parents and students.

2. Each staff member will sign a network privacy agreement/acceptable use policy prior to use of school technology.

3. The Administration will monitor e-mail/use of internet only for cause.

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

ARTICLE 5. SUPERVISING TEACHER/STUDENT TEACHER

A. The Waterloo Education Association offers its full support to the Student Teacher Program; and will attempt, upon request, to aid in the implementation or in finding solutions to any unanticipated problems connected with this program.

B. Policies established by the cooperating university, unless they are in conflict with this Master Agreement, shall be followed in the implementation of the Student Teacher Program.

C. No Student Teacher shall be assigned to a first-year teacher. A Supervising Teacher shall have no more than one (1) Student Teacher per school year.

D. No Student Teacher shall be assigned to any Supervising Teacher without his/her prior consent.

E. If there should be a conflict of personalities, or for other reasons as determined by the Supervising Teacher, between the Supervising Teacher and Student Teacher, the Supervising Teacher through the Superintendent may recommend to the cooperating university that the Student Teacher be transferred. Such a recommendation shall in no way be used in adverse evaluation of the teacher.

F. The Student Teacher shall not be used as a substitute teacher.

G. Since the services rendered by the Supervising Teacher are above and beyond the duties and responsibilities of a regular teacher, the Supervising Teacher shall be paid by the district the amount received from the college/university for those services rendered. The District will treat the payment to the Supervising Teacher as a stipend where all deductions according to law are withheld and dispersed accordingly.

ARTICLE 6. CLASS SIZE/WORKLOAD

A. We believe that the academic staff should be large enough to meet the demands imposed by the enrollment, the curriculum and the specific needs of the pupils and the community; and adequate to provide each staff member the opportunity for intellectual and professional growth.

B. The Board shall continue to strive to maintain a minimum class size suitable to subject area, with special consideration for children, teachers, class space, educational aides, and funding available.

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

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

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

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

E. ELEMENTARY BUILDING RECESS DUTY

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

F. All special education teachers, psychologists, and speech/language pathologists shall receive two (2) days of release time per year to work on IEPs.

G. The Board has discretion, if it so chooses, to utilize aides, in lieu of bargaining unit members, to supervise cafeterias and study halls.

H. The following amounts of extended days shall be provided each year to complete job-related duties. More can be provided at the discretion of the Board.

1. Technology Coordinator – ten (10) days
2. Elementary School Guidance – five (5) days
3. Jr./Sr. High School Guidance – five (5) days
4. Psychologist – five (5) days
5. Speech-Language Pathologist – five (5) days

ARTICLE 7. TRANSFER OR REASSIGNMENT

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

B. ASSIGNMENT

1. A teacher desiring a different assignment shall submit to the Superintendent with a copy to the Principal a letter of interest during the month of April or before.

2. By May 1, the Board will announce, through school email, anticipated vacancies for the upcoming school year at least five (5) days before the vacancy closes.

During this time additional letters of interest may be submitted in accordance with Section 1, above. Thereafter, during the month of May, the request of a teacher licensed in the area of need shall be granted and the teacher will be assigned the position. Should two teachers request the same position, seniority will be considered by the Superintendent in determining who will get the assignment. Should no qualified teacher request transfer to the position, filling the position may be accomplished by means of involuntary transfer, or deferred to the posting procedure set forth in Section C., below, as determined by the Superintendent.

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

C. VACANCY AND POSTING

1. A "vacancy" shall be defined as a teaching position which is either newly created or which is unfilled for the following school year because of death, retirement, transfer, resignation, termination, or non-renewal; and which the Board intends to fill.

2. Administrative or management level positions will be posted as a matter of information, although they do not fall within the terms of this Agreement.

3. All vacancies that are covered by this Agreement shall be announced through school email at least five (5) days before the vacancy closes. For summer postings, the Superintendent shall email the vacancy notification to bargaining unit members and notify bargaining unit members via the District's "all call" system of the specified vacancy at least (5) days before the vacancy closes.

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

D. INVOLUNTARY TRANSFER

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

2. Notice of an involuntary transfer shall be given to teachers as soon as practicable, and, except in cases of emergency, not later than June 1.

3. Once a teacher has been involuntarily transferred, the teacher shall not be involuntarily transferred again for at least three (3) school years.

ARTICLE 8. REDUCTION IN STAFF

A. CAUSE(S)

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

B. ATTRITION

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

C. SUSPENSION OF CONTRACTS

1. Reductions under this procedure, when unavoidable, will be effectuated at the beginning of the following school year; and shall be accomplished through the suspension of a teacher's contract. Notice will be given on or before April 20.

D. NOTIFICATION

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

E. ORDER OF REDUCTION

1. To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contracts within areas of certification/license.

    a. Limited contract teachers shall be reduced first utilizing the following order:

        (1) Certification/Licensure within the affected teaching field.

(2) Comparable evaluations as defined in this Agreement.

(3) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

b. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:

(1) Certification/Licensure within the affected teaching field.

(2) Comparable evaluations as defined in this Agreement.

(3) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.

2. During the term of this Contract, there will be three (3) tiers of comparable classification ratings for classroom teachers. Classroom teachers with a Final Summative Rating of Teacher Effectiveness of Accomplished or Skilled shall be considered to have "comparable" evaluation results. Classroom teachers with a Final Summative Rating of Teacher Effectiveness of Developing shall be considered to have "comparable" evaluations. Classroom teachers with a Final Summative Rating of Teacher Effectiveness of Ineffective shall be considered to have "comparable" evaluation results. The following are the tiers listed in order from highest to lowest:

a. Accomplished / Skilled

b. Developing

c. Ineffective

F. PROCEDURE

1. On or before November 1 of each school year, the Superintendent shall provide each teacher with a seniority list of all teachers in the system in their areas of certification/licensure. Teachers shall be placed on all lists for which they are certified/licensed. The Association will provide clerical assistance in developing the list. A teacher may appeal his/her seniority listing by filing a grievance within thirty (30) working days of the publication of the seniority list.

2. On or before November 1 of each school year, the Superintendent shall provide each tutor with a seniority list of all tutors in the system. The Association will

provide clerical assistance in developing the list. A tutor may appeal his/her seniority listing by filing a grievance within thirty (30) working days of the publication of the seniority list.

3. Seniority shall be determined by the length of service in the District. If two (2) or more teachers have the same length of service, then seniority will be determined by:

   a. Date of the Board meeting at which the teacher was hired; and then by

   b. Date on which the teacher submitted a completed job application. Length of continuous service will not be interrupted or affected by authorized leaves of absence.

   c. In the event all of the above are equal, the Superintendent will determine the order.

4. Teachers selected for Reduction in Staff shall immediately be placed on a Reduction In Staff list**.** Teachers released for performance reasons shall not appear on this list.

5. The Board shall notify every affected teacher and the President of the WEA of those teachers being released and the recall order. As each person is reemployed, the Board shall notify the Association.

6. A teacher whose contract was suspended because of staff reduction shall, if he/she desires, be placed on the substitute list.

7. A teacher slated for Reduction in Staff with comparable or higher Final Summative Rating of Teacher Effectiveness and higher seniority ranking may "bump" a teacher with comparable or lower Final Summative Rating of Teacher Effectiveness and with less seniority ranking if certification/licensure is proper and correct.

G. RECALL

1. Any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certified/licensed.

2. A suspended limited contract teacher shall remain on the recall list for twenty-five (25) months from the end of the compensation year (normally, August 31). During that time, if there are suspended teachers of the District who are unemployed as a result of Reduction in Staff and who possess the proper certification/licensure to fill a vacancy which may arise, no new teacher(s) shall be hired for such vacancy(ies).

3. The Board shall give written notice of recall by registered or certified letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.

4. Within ten (10) workdays of the returned certificate of receipt of offer to return to employment, the teacher shall accept the position by replying in writing or by phone, or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on leave who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Article. It is the teacher's responsibility to keep his/her address current with the Treasurer's Office.

5. Teachers returning to employment after a Reduction in Staff shall resume their previous contract status, seniority, salary, and fringe benefits held at the time their contracts were suspended.

ARTICLE 9. EMPLOYMENT OUTSIDE OF SCHOOL HOURS

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

ARTICLE 10. PERSONNEL FILE

A. The only personnel file, with an inventory sheet, for each certificated/licensed employee, shall be maintained in the Superintendent's Office. Each employee shall be responsible for providing the following information to be included in each personnel file:

1. Completed Application Form.

2. Copy of current Teaching Certificates/Licenses.

3. Complete current Official Transcript.

4. Only new employees will have in their personnel file proof of Tuberculosis X-Ray card or Negative Skin Test results, for only the first year of employment.

5. Official record of previous years of teaching or administrative experience.

6. Official copy of discharge from military service, where applicable.

B. Except for the items in A. (above), teachers shall be given a copy of any new material that is placed in their personnel file that is not teacher initiated. All teachers have the right, upon twenty-four (24) hour notice, to view the materials in their personnel file with the

Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file, the staff member shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.

C. All documents included in a teacher's file shall be dated and identifiable as to source.

D. A teacher may request and shall receive one (1) copy of any item in his/her personnel file, exclusive of confidential letters of recommendation or reference.

E. Any document in the personnel file that cannot be documented to the satisfaction of the Board as to source, accuracy, relevance, completeness, or timeliness shall be deleted from the file by the Superintendent acting for the Board, and no reference shall be made.

However, no document shall be removed from a teacher's file without the teacher first being notified in writing.

F. The personnel file is to be reviewed in the Administration Office.

G. The following items will be kept by the Board Treasurer and will be placed in the personnel file of an employee upon the employee's cessation of employment with the Board.

1. Latest withholding for Federal/State Income Tax.

2. Latest Insurance Status.

3. Latest record of Accumulated Sick Leave.

H. A teacher will be notified when his/her files are to be examined by anyone other than the Board, the Administration or their secretaries or agents in the normal conduct of their work, the Association President, or officers of government-regulating agencies who have access by virtue of their position.

I. A teacher may at any time request that obsolete, inaccurate, irrelevant, incomplete, untimely, and/or inappropriate materials be removed from the file. Such request will be reviewed by the Superintendent, and the Superintendent will determine whether to remove the materials.

J. Materials in the personnel file for three (3) years shall be removed at the teacher's request, providing there has been no discipline for similar incidents.

K. Personnel records of teachers will be maintained in accordance with all applicable State and Federal laws.

ARTICLE 11. SCHOOL CALENDAR

A. NUMBER OF DAYS IN SCHOOL YEAR

1. Consistent with RC 3313.48, and the CBA, the school year for all teaching personnel who are returning employees of the Waterloo Local School District shall be the number of hours submitted to and approved by the Ohio Department of education. In no event shall the number exceed one hundred seventy-seven (177) days multiplied by seven (7) hours and ten (10) minutes for a total of one thousand two hundred sixty-nine (1,269) hours. In addition to these hours, the school year shall also include:

    a. In-service Day of seven (7) hours and ten (10) minutes two days before school begins. This In-Service Day will be comprised of thirty (30) minutes of lunch, sixty (60) minutes of uninterrupted planning time, and three hundred and forty minutes (340) to be utilized at the Administration's discretion.

    b. In-service Day of seven (7) hours and ten (10) minutes the day after school ends. This In-Service Day will be comprised of thirty (30) minutes of lunch, sixty (60) minutes of uninterrupted planning time, and three hundred and forty minutes (340) to be utilized at the Administration's discretion.

    c. In-service Day of seven (7) hours and ten (10) minutes, after July 1st and prior to the first day of school. This day will be selected by the teacher with administration approval. If the teacher does not select a day, this In-Service Day will occur one day before school begins. This In-service Day will be comprised of thirty (30) minutes of lunch, up to sixty (60) minutes to be utilized at the Administration's discretion, and at least three hundred and forty (340) minutes of uninterrupted planning time. One hundred and twenty (120) minutes of this planning time counts toward the time the district is required to provide to fulfill Public School Works professional development hours under Article 11.H.

    d. Two (2) In-service Days of seven (7) hours and ten (10) minutes at the start of Quarter 2 and Quarter 3. Each of these In-service Days will be comprised of thirty (30) minutes of lunch, up to sixty (60) minutes to be utilized at the Administration's discretion, and at least three hundred and forty (340) minutes of uninterrupted planning time. One hundred and twenty (120) minutes of this planning time counts toward the time the district is required to provide to fulfill Public School Works professional development hours under Article 11.H.

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

2. On NEOEA Day and Martin Luther King Day, schools shall be closed for students and teachers.

B. The WEA shall be consulted on the school calendar within sufficient time for input to the Administration, prior to Board adoption.

C. All teachers must be full-time employees.

D. The school day for teachers shall not be longer than seven (7) hours and ten (10) minutes, including travel time from one job site to another, excluding paid supplemental duties. This day shall include a thirty (30) minute duty-free lunch, and uninterrupted planning periods during the entire week, a total of two hundred twenty-five (225) minutes per week.

E. The school day for tutors shall not be longer than seven (7) hours and ten (10) minutes, including travel time from one job site to another, excluding paid supplemental duties. This day shall include a duty-free lunch and uninterrupted planning periods during the week, each total proportional to the hours worked.

F. Annually, no later than June 1st, each teacher shall receive the district calendar and any accompanying documents that will include the number of workdays for the next school year, student contact days and hours, parent/teacher conference days, professional development/in-service days, regularly scheduled administratively called staff-meeting days, and open house.

G. Calamity Days: Should the number of days exceed six (6), teachers shall be expected to work from home from 11:25 – 2:55 to fulfill teaching duties. These duties shall not include remote teaching. In the event additional in person student instruction days are necessary to satisfy state mandated minimum hours, teachers may be required to report to school to instruct students.

H. Professional development that is required by the district shall be completed by teachers during their contractual day. The exact or more amount of time to complete these trainings shall be provided to teachers outside their planning or lunch time. No teacher shall be penalized, disciplined, or have any other adverse action taken against them for not completing such training when the appropriate amount of time outlined above is not provided. The Board shall pay for a platform and make these trainings available.

ARTICLE 12. EVALUATION OF CERTIFICATED/LICENSED PERSONNEL

A. PURPOSES

1. The improvement of instruction.

2. To help the teacher to achieve greater effectiveness in teaching.

3. Provide definite written records of a teacher's performance to be used:

   a. as evidence of a teacher's performance.

   b. in advance of position and awarding of continued employment.

   c. as reference material (for recommendation to other systems).

   d. on-going plan for improvement of instruction.

B. EVALUATION INSTRUMENT/INSTRUMENT ORIENTATION:

1. The Waterloo Evaluation System shall be the process and forms outlined in Article 12 and in Appendices A-J.

2. In the case of a new/reassigned teacher, the employer shall provide an orientation that ensures awareness of and an understanding of all processes, procedures, tools, and forms used in the evaluation system no later than thirty (30) days after initial employment/reassignment within the district.

C. WHO WILL BE EVALUATED:

1. The evaluation system covered in Article 12 shall apply to any person employed under a teacher's license or a professional or permanent teacher's certificate in accordance with law, or a permit issued under O.R.C. 3319.301.

   a. Speech and language pathologists, school psychologists, school nurses, and technology coordinators will be evaluated using the Alternative Performance Evaluation Rubric (see Appendix G).

   b. Licensed/certified staff members who spend at least fifty (50%) percent of the time employed not providing content-related student instruction will be evaluated using the Alternative Performance Evaluation Rubric (see Appendix G).

   c. Licensed/certified staff members who spend at least fifty (50%) percent of the time employed providing content-related student instruction will be

evaluated using the Teacher Performance Evaluation Rubric (see Appendix D).

d. School Counselors shall be evaluated by utilizing the Ohio School Counselor Evaluation System (see Appendix F).

e. Tutors will be evaluated using the Tutor Performance Evaluation Rubric (see Appendix E).

D. EVALUATORS:

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

   a. has completed all state-sponsored mandatory evaluation training;

   b. and has passed all state-mandated evaluation assessments and received Evaluation Certification through the State of Ohio.

E. EVALUATION TIMELINE AND REQUIREMENTS:

1. Formal Observations

   a. Except as provided in Article 12.E.3 and 12.E.4, each evaluation shall include two (2) formal observations of at least thirty (30) continuous minutes each. The week prior to a formal observation the teacher will be notified and a pre-conference for a teacher rated ineffective will be scheduled. Any teacher is entitled to a scheduled pre-conference. Should an emergency occur and the observation and/or pre-conference is not able to be completed as scheduled the above process will be used to reschedule the observation and pre-conference.

   b. The first formal observation, the Formal Holistic Observation, shall occur no later than January 15th. The second formal observation, the Formal Focused Observation, shall be completed by May 1st. There shall be a reasonable amount of time between formal observations. Each teacher subject to this System shall be provided with a written copy of the evaluation results by May 10th.

   c. Teachers shall not receive a formal observation on a day before or after the following: a holiday, any school break of more than two (2) calendar days, or any approved leave of absence of more than three (3) days.

   d. Nothing in this system shall restrict the administration from entering the classroom.

2. Walkthroughs

   a. Each evaluation shall also include at least one (1) announced and one (1) unannounced classroom walkthroughs by the evaluator. All walkthroughs shall occur during the teacher's contractual day. A walkthrough shall be less than thirty (30) minutes.

   b. Any data collected during the walkthrough that will be used as evidence on the rubric must be placed on the Informal Observation General Form in Appendix H.

   c. The completed form must be shared with the teacher within five (5) workdays.

   d. Teachers may provide evidence to refute any deficiencies identified on the Informal Observation General Form.

3. For those teachers who are on limited or extended limited contracts pursuant to O.R.C. §3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three (3) formal observations must be conducted annually by May 1. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by May 10.

4. Exceptions to Annual Evaluations:

   a. Accomplished Final Holistic Rating

      (1) So long as the teacher submits a Professional Growth Plan to the evaluator, and the evaluator determines the teacher is making progress on that plan, a teacher receiving a final holistic rating of "Accomplished" on the teacher's most recent evaluation cycle conducted pursuant to this System shall be evaluated once every three years. In years that a teacher is not fully evaluated, an individual qualified to conduct an evaluation shall conduct one informal observation of the teacher and hold at least one conference with the teacher.

   b. Skilled Final Holistic Rating

      (1) So long as the teacher submits a Professional Growth Plan to the evaluator, and the evaluator determines the teacher is making progress on that plan, a teacher receiving a final holistic rating of "Skilled" on the teacher's most recent evaluation cycle conducted pursuant to this System shall be evaluated once every two years. In

years that a teacher is not fully evaluated, an individual qualified to conduct an evaluation shall conduct one informal observation of the teacher and hold at least one conference with the teacher.

c. For years in which a teacher designated as Accomplished or Skilled is not evaluated, informal observations conducted will be memorialized by utilizing the "Walkthrough/Informal Observations" form included in Appendix H. An informal observation shall be less than thirty (30) minutes.

d. The week prior to the informal observation the teacher will be notified. Should an emergency occur and the observation is not able to be completed as scheduled the above process will be used to reschedule the informal observation.

e. Teachers shall be exempt from an annual evaluation:

i. If they were on leave from the school district for fifty per cent or more of the school year.

ii. If they have submitted notice of retirement to the board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

iii. While they participate in the teacher residency program for the year during which that teacher takes at least half of the performance-based assessment prescribed by the state board of education for resident educators.

5. Post-Observation Conferences

a. Within ten (10) working days following the observation a post-observation conference between the evaluator and the teacher will occur. In the event of inclement weather causing the postponement of the post-observation conference, the conference will be held within five (5) days of the return to school. At least one (1) workday before the post-observation conference the teacher shall be provided with a copy of all observation instruments. At the post observation conference:

(1) All observation instruments will be discussed.

(2) Upon completion of the conference, the observation instruments shall be signed by both parties. The teacher's signature shall not be

evidence that the teacher agrees with the contents of the observation instruments.

(3) The teacher shall have the right to make a written response to the observation results and to have his/her response attached to the observation instruments.

(4) One copy of all observation instruments shall be retained by the Building Administrator and one copy by the teacher.

(5) If the evaluator notes areas of refinement that could result in an ineffective rating, then suggestions will be given by the evaluator to encourage improvement.

b. The Formal Holistic Observation's post-observation conference shall determine one or two identified area(s) of focus. The focus may be area(s) of strength, area(s) for improvement, or both.

(1) Teachers with a Final Holistic Rating of Accomplished will select their own focus area(s).

(2) Teachers with a Final Holistic Rating of Skilled will select their focus area(s) in collaboration with their evaluator.

(3) Teachers with a Final Holistic Rating of Developing will receive guidance from their evaluator to determine focus area(s)

(4) Teachers with a Final Holistic Rating of Ineffective will have their focus area(s) selected by their evaluator.

(5) A teacher new to the district will select areas in collaboration with his/her evaluator.

c. The Formal Focused Observation's post-observation conference shall support teacher reflection. The discussion shall emphasize the identified focus area(s). The teacher may provide additional evidence for the evaluator to consider before determining a Final Holistic Rating.

6. Peer, student, and parent surveys or evaluations cannot be used to gain evidence in this evaluation process.

7. No evidence shall be collected by electronic monitoring or recording (audio or video) devices during any classroom observation and/or walkthrough.

8. Ineffective Teacher Evaluation Ratings Pre-Observation Conference:

a. Each formal observation for teachers rated Ineffective shall include a pre-observation conference.

b. The purpose of the pre-observation conference is to provide the evaluator and the teacher with an opportunity to discuss the following:

(1) The written lesson plan and unit objective(s);

(2) Evidence that supports the Teacher Performance Evaluation Rubric.

c. Due to the fluidity of lesson plans and classroom timing, should lesson plans need to be adjusted prior to the actual observation, the teacher shall inform the evaluator and supply new written plans and unit objectives.

F. HIGH QUALITY STUDENT DATA (HQSD)

1. The Superintendent, in consultation with the teaching staff, will develop a list of approved high-quality student data. Any legitimate HQSD proposed by the teaching staff will be included on the list. If the Superintendent denies any proposed HQSD from being on the list, written notice of which items were denied and justification for denial of each item will be provided to the Association President.

2. Teachers will collaboratively discuss the measures on the developed list with their evaluator and then the teacher will select at least two sources of HQSD from the list. These selected sources of HQSD will be used in the teacher's evaluation. If an evaluator denies any selected sources of HQSD from the list, written notice of which sources were denied and justification for denial of each source will be provided to the Association President.

G. PROFESSIONAL GROWTH PLAN

1. Either a Professional Growth Plan or an Improvement Plan will be developed annually. The Professional Growth Plan and the Improvement Plan will focus on the most recent evaluation cycle of the educator. These forms are located in Appendices A-B.

a. Teachers with a Final Holistic Rating of Accomplished on their most recent evaluation cycle will submit a self-directed Professional Growth Plan to their evaluator.

b. Teachers with a Final Holistic Rating of Skilled on their most recent evaluation cycle will jointly develop a Professional Growth Plan with their evaluator.

c. Teachers with a Final Holistic Rating of Developing on their most recent evaluation cycle will develop a Professional Growth Plan that is guided by their evaluator.

d. Teachers with a Final Holistic Rating of Ineffective on their most recent evaluation cycle will be placed on an Improvement Plan developed by their evaluator.

H. DETERMINING A FINAL HOLISTIC RATING

1. Each evaluation will result in a Final Holistic Rating of "Accomplished," "Skilled," "Developing," or "Ineffective." One hundred percent (100%) of the evaluation will be attributed to the Teacher Performance Evaluation Rubric. The teacher's performance is to be scored holistically using the Teacher Performance Evaluation Rubric. The evaluator is to consider evidence gathered during any per-conferences, the formal observations, the post-conferences, classroom walkthroughs, and any evidence provided by the teacher.

2. All applicable documents and forms shall be signed by the evaluator and the employee. The employee's signature shall not be evidence that the employee agrees with the contents of the evaluation report of the Final Holistic Rating Form.

3. The employee shall have the right to make a written response to the Final Holistic Rating Form and to have his or her response attached to the Final Holistic Rating Form placed in the employee's personnel file.

I. IMPROVEMENT PLANS

1. For the life of this contract, Improvement Plans shall be developed for a teacher by the evaluator in response to a Final Holistic Rating of Ineffective. The Improvement Plan shall include the components of Appendices B-C.

2. Resources necessary to implement the Improvement Plan shall be provided by the District.

3. A minimum of six (6) work weeks shall be given to the teacher to meet the requirements including target dates and review dates established in the plan.

4. The WEA President shall be informed when any teacher is put on an Improvement Plan.

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

K. A teacher may not grieve the substance of an evaluation.

L. NONRENEWAL

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

M. In order to calculate the Final Holistic Rating, the Board shall utilize "Option 3" and manually enter performance ratings into the OhioES system.

ARTICLE 13. TEACHER CONTRACTS

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

1. Limited Contracts

   a. Upon employment, a teacher being ineligible for a continuing contract shall be issued limited contracts in the following order: no more than three (3) one-year limited contracts; three (3) two-year limited contracts; three (3) three-year limited contracts; and thereafter, three (3) year limited contract until eligible for a continuing contract.

2. Continuing Contracts

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

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

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

(2) If no master's degree was held at the time of initially receiving a certificate or license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

b. The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.

(1) The teacher holds a professional educator license, senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.

(2) The teacher has held an educator license for at least seven (7) years.

(3) The teacher has completed the applicable one of the following:

i. If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

ii. If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

c. Teachers eligible for continuing service status shall be those teachers qualified as to certification/licensure, who within the last five (5) years have taught for at least three (3) years in the Waterloo Local School District.

d. The Superintendent may recommend reemployment of such teacher under a limited contract for not to exceed two (2) more years, provided that written notice of the intention to make such recommendation has been given to the teacher, with reasons directed at the professional improvement of the teacher, on or before the thirtieth (30th) day of April; and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the teacher, on or before the thirtieth (30th) day of April; but, upon subsequent reemployment, only a continuing contract may be entered into.

e. A teacher eligible for continuing contract status, employed under an additional limited contract for not to exceed two (2) years, pursuant to written notice from the Superintendent of his/her intention to make such

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

f. When a teacher holding a continuing contract in another Ohio District is employed, State law shall be followed in offering a continuing contract after two (2) years of successful teaching in the Waterloo Local Schools. The two (2) years shall be considered the probationary period. (ORC 3319.11)

g. If an employee becomes eligible for a continuing contract during a multi-year limited contract, that employee may request, in writing, to be considered for a continuing contract. Within ten (10) days of the receipt of that request, the Superintendent shall respond, in writing. The Board may grant a continuing contract prior to the end of a multi-year limited contract upon recommendation of the Superintendent.

B. SUPPLEMENTAL CONTRACTS

1. A supplemental contract shall be issued for any extra duty in addition to regular teaching duties. Each supplemental contract shall state the following: "ALL SUPPLEMENTAL CONTRACTS SHALL AUTOMATICALLY EXPIRE AT THE END OF EACH SAID CONTRACT. THE BOARD SHALL NOT BE REQUIRED TO NONRENEW AND PROVIDE NOTICE REQUIREMENTS UNDER OHIO REVISED CODE 3319.11 FOR SUPPLEMENTAL CONTRACTS."

2. Except for head coaching positions, if the Board agrees more than one person may share a supplemental contract. A separate contract shall be issued to each person, and each shall be paid a separate but equal share of the supplemental salary for the position.

C. Limited, Continuing, and Supplemental Contract Forms, and the Salary Notice Form are attached as Appendices K-N.

D. Beginning in the 2027 school year or when the position becomes vacant from the current teacher occupant electing to retire or resign, the Dean of Students position will no longer be considered a bargaining unit member.

E. Beginning in the 2024 school year, all special education Unit teachers will be bargaining unit members.

F. In May of 2024, the current Athletic Director will be issued a 2-year Athletic Director Supplemental Contract for the school years of 2024-2026. This contract can only be terminated early because of just cause or if the individual elects to retire or resign from the position. After this supplemental contract has been completed, this article (13.F), as well as the Athletic Director (18%) on the Athletic Supplemental Table (21.E) will be permanently removed from this Master Agreement.

ARTICLE 14. PAID LEAVES

A. SICK LEAVE

1. All teachers shall be entitled to one and one-fourth (1 ¼) Sick Leave days for each month of service [fifteen (15) days per year], cumulative without limit.

2. All teachers shall be entitled to an advancement of five (5) Sick Leave days, if the number of days used exceeds the number accumulated. So long as the teacher remains in the employment of the Board, the teacher is required to earn back any advance Sick Leave days, so no loss in pay results. Should the teacher leave the employment of the Board, be placed on unpaid leave of absence, or die, any remaining advanced sick days will be deducted from the final adjusted pay or estate.

3. Sick Leave days may be used for the following reasons:

   a. Personal Illness (including medical or dental appointments).

   b. Personal Injury

   c. Exposure to contagious disease which could be communicated to others.

   d. Pregnancy

   e. Illness, Injury, or Death in the teacher's immediate family. (Immediate Family includes: any resident in the teacher's home, spouse, brother, sister, child, father, mother, grandparent, grandchild, father or mother-in-law, foster parent, legal guardian, son or daughter-in-law, brother or sister-in-law, stepparent, stepsibling, and foster and stepchild.)

   f. Up to two (2) days per year may be used on non-immediate family funerals.

4. Procedures for Use of Sick Leave

   a. All teachers in the District will use the Absence Management System accessed through the Employee Kiosk System to report and process absences. Absences will be reported before 7:00 A.M. Absences reported after 7:00 A.M. must be made to the respective building principal. Certified staff will call their respective building principal should they not have access to a computer network at the time of reporting an absence.

b. On the first in-service day teachers will be updated as needed in the proper procedures for reporting absences. All newly hired staff will be trained upon hire.

c. It is further agreed that no substitutes will use, complete, or issue any type of evaluative report through the Absence Management System.

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

6. Sick Leave Donation

a. The purpose of Sick Leave Donations is to provide Sick Leave days for WEA Members in their first year of employment by the Board ("New Members") who have not had time to accumulate Sick Leave days and who have experienced an illness, injury, or medical condition, or who required additional Sick Leave days to care for an immediate family member who has suffered an illness, injury, or medical condition.

b. A maximum of five (5) Sick Leave days are allowed to be given to a New Member. If a WEA member elects to give a Sick Leave day to a New Member, the WEA member will have that Sick Leave day deducted from their total amount of Sick Leave.

New Members will contact the WEA President to request additional days. Once the approval process is completed through the WEA, the WEA President will then submit the form to the Superintendent for approval. The Superintendent will then submit it to the Treasurer. Such donated leave shall not be used to extend Maternity Leave except in cases of medical necessity. (Appendix P)

c. WEA Members beyond their first year of employment with the Board may not participate.

d. An application shall be considered only after a New Member has used all their accumulated Sick Leave days.

e. Donated and received days will be on a one-to-one basis. Days will be paid at 100% of the New Member's daily rate of pay, regardless of the daily rate of the person who donated the day.

f. Allotments from the Sick Leave Donation will be made only for absences under a New Member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, supplemental contract, or any other part-time or second position held by a member with a full-time contract.

g. Days may not be received from Donation for absences due to disabilities which qualify the member for Workers' Compensation personal benefits unless the New Member has exhausted all such benefits and their own accumulated Sick Leave days.

B. ASSAULT LEAVE

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

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

C. PERSONAL LEAVE

1. Certified/licensed employees are permitted three (3) Personal Leave days per school year, not accumulative, under the following guidelines:

   a. Personal days approved shall not be deducted from Sick Leave days. Any unused personal days will convert to sick days at the end of the school year or a teacher may elect to cash in these unused personal days at the value of $100 per day. The teacher must notify the Board Treasurer of their intent to cash in these days before the last day of school.

   b. A request for a Personal Leave day must be processed through the Kiosk system and approved by the Building Principal and the Superintendent.

   c. A request for a Personal Leave day must be submitted at least four (4) days in advance; however, exceptions to this rule may be made in emergency situations by the Superintendent.

   d. Personal Leave days shall not be approved for the day before or after a legal holiday; however, exceptions may be made for emergency situations.

   e. Personal Leave days shall not be approved for the day before or after a vacation period; however, exceptions may be made in emergency situations. Personal Leave shall not be used for gainful employment.

   f. The Superintendent may grant additional Personal Leave days for any reason.

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

D. COMPULSORY LEAVE

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

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

E. JURY DUTY LEAVE

1. Teachers will be granted leave for jury duty upon request. All jury duty pay shall be remitted to the Board within thirty (30) days of receipt.

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

F. PROFESSIONAL MEETINGS LEAVE

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

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

2. Requests for Professional Meetings Leave must be submitted to the Superintendent at least ten (10) working days in advance of the next regularly scheduled Board meeting.

3. Requests for Professional Meetings Leave shall include, in writing, the total cost to the Board for professional day or days requested by the employee. Total costs, as established by the Board, shall include travel, lodging, meals, registration fees, and the cost of the substitute employee, if a substitute is required.

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

G. CONVERSION FROM PAID LEAVE

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

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

I. Paid leaves may be taken in partial days.

ARTICLE 15. UNPAID/PARTIAL-PAID LEAVES

A. SABBATICAL LEAVE

1. Any teacher who has completed six (6) consecutive years of teaching in the Waterloo Local School District may be granted a Sabbatical Leave of Absence with one-half (1/2) pay for professional improvement for one (1) quarter [twelve (12) weeks] or one (1) semester, and up to one (1) full school year [thirty-six (36) weeks].

2. Application for Sabbatical Leave for professional study, research, or professional improvement must be made at least sixty (60) days prior to the beginning of such requested leave. The applicant must be notified by the Board of the disposition within thirty (30) days of the receipt of the request. The application for such Sabbatical Leave must be accompanied by an outline of the program of study or research to be pursued, or the proposals for the professional improvement.

    a. Application will be made to the Superintendent. The applicant will submit plans for use of Sabbatical Leave and will meet all other requirements as established by a Sabbatical Leave Committee.

    b. The bargaining unit President shall appoint three (3) members of the bargaining unit to serve with two (2) Administrators, or the Superintendent shall appoint two (2) members, on a Sabbatical Leave Committee for final selection.

3. Generally, it is intended that study and other proposals for improvement will include a full graduate load and will lead to completion of a degree in the member's field or area of professional service if such degree, either undergraduate or graduate, is not already held. Application for leave for travel will outline, in detail, the scope and nature of the travel; will make provision for an itinerary covering a minimum of four (4) months or eight (8) months; will clearly show how such travel will contribute directly to improve classroom instruction, or to improve

professional services by the member; and shall give reasons why such travel may not be accomplished when schools are not in session, or when the member is not on duty.

4. Sabbatical Leave for professional improvement will not be granted to any employee more often than one (1) full year of every five (5) consecutive years of service; nor will leave be granted a second time to the same employee when other members of the staff, in sufficient number to fill the quota for the period, have filed a request for and are awaiting such leave. The number of teachers on Sabbatical Leave in any one (1) year will be limited to one (1) for each building.

5. The amount of partial pay which an employee will receive while on leave, under the provisions of this Section, will equal one-half (1/2) of his/her contract salary for the year and one-half (1/2) benefits effective in September, and will be paid every two (2) weeks.

6. Upon his/her return from Sabbatical Leave, a member's salary and fringe benefits will be the same as he/she would have received had the period of his/her leave been spent in the Waterloo Local School System; and he/she will be returned to the same position if available, or one comparable to it at the same level.

7. All members will, as a condition of approval for Sabbatical Leave for professional growth, sign a written agreement to return to service in the Waterloo Local Schools for a period of at least one (1) year immediately following the satisfactory completion of the program for professional improvement within the specified period, or to refund to the Board all of the partial pay received during the period of leave. The refund requirement will not apply in case of the death of the member while on leave; in cases of illness or injury, the obligation will be deferred until the member can resume his/her employment.

    a. Refund of pay received on leave may also be required if the Sabbatical Leave Committee judges that the member fails to complete the program of professional improvement, unless such failure was beyond the control of the member.

    b. If the member terminates service before the end of the one (1) year minimum, a salary refund to the Board will be due proportional to the amount of service not actually rendered.

8. Any recommendation made by the Committee on Sabbatical Leave (see 2.b. above) would be given to the Superintendent, who would in turn make the recommendation to the Board.

B. MATERNITY LEAVE AND PARENTAL/ADOPTION LEAVE

1. Immediately following the birth or adoption of the child, all bargaining unit members may take either Maternity or Parental/Adoption leave.

2. A bargaining unit member may use up to six (6) weeks of paid sick leave for a traditional delivery or eight (8) weeks of paid sick leave for a Caesarean/VBAC delivery before transitioning to unpaid Maternity Leave.

3. Any staff member may use Paid Sick Leave or advancements thereof, for absence due to disability caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom (hereafter collectively referred to as "pregnancy"). Maternity Leave may be used in lieu of Sick Leave after the period of disability, as verified in writing by the physician. A staff member who is pregnant or adopting a child may request and shall be entitled to, a leave of absence, without pay, for maternity or child care reasons, to begin any time during pregnancy; or, in the case of adoption, the receipt of custody; or up to one (1) year for child care after the child is born or adopted. Such leave shall be up to the remainder of the current semester and two (2) additional semesters, or three (3) semesters if leave commences during the first semester. Up to ten (10) workdays of paid sick leave shall be granted at the request of a member after adoption of a child prior to unpaid leave being utilized.

4. Application for Leave: Application for Maternity Leave or Parental/Adoption Leave shall be filed on the Leave of Absence Form; and shall contain a statement on the expected date of birth; or, in the case of adoption, the date of obtaining custody; the date on which the leave of absence is to commence, and the term of the leave. In the case of miscarriage or abortion, the professional staff member shall be entitled to reinstatement at the beginning of the next grading period.

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

6. Paternity Leave, up to ten (10) workdays of paid sick leave, shall be granted at the request of a teacher who has fathered or adopted a child in accordance with the above provisions.

C. MILITARY LEAVE

1. Military leave shall be granted pursuant to O.R.C. §3319.14 and/or 5923.05. Copies of active orders shall be provided to the Superintendent.

2. Military Leave shall not be deducted from accumulated Sick Leave.

D. OTHER UNPAID LEAVES

1. Upon recommendation of the Superintendent, the Board may authorize leaves of absence for teachers when it deems such leaves to be reasonable and for good cause.

2. Leaves of absence shall be limited to a period not to exceed two (2) years and shall be granted only after a written request and full study of each situation.

3. If the leave of absence is granted, all rights of tenure, retirement, accrued leave with pay, salary increments, and other benefits held by the teacher at the time the leave commenced shall be presented and available to the applicant upon return from his/her leave of absence.

4. The Superintendent may recommend to the Board the granting of a leave of absence, without pay, providing the Principal of the school approves, and further provided that the employee has completed three (3) or more years in the District. Conditions for considering a leave of absence are:

    a. Personal Illness, excepting cases of Disability Retirement; OR

    b. Official designation as a candidate for an advanced degree; OR

    c. Completion of a minimum of twenty-seven (27) quarter hours at the end of the year's leave of absence.

    d. Other reasonable good and just cause.

E. NO-PAY-EARN DAYS

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

F. INSURANCE BENEFIT RIGHTS

1. Any staff member on an approved Unpaid/Partial-Paid Leave shall be entitled to request in writing to the Board Treasurer, and receive the right, to be covered by

any or all insurances selected by the staff member, provided the staff member pays to the Board Treasurer, in advance each month, the full amount of the monthly group plan premium rate for such selected coverage(s). Any overpayment of premium shall be refunded to the staff member upon termination of leave.

G. FAMILY MEDICAL LEAVE

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

2. The Board will continue the group health plan including hospitalization and major medical, dental, prescription card, and life insurance coverage during the family leave. The employee will be responsible for the employee's share of the premium, if any.

3. The Board will reinstate the employee to the same position upon return from the Family Medical Leave when the leave originates and terminates within the same school year.
   If the leave extends beyond the school year, the employee shall be returned to the same or similar position as held before taking leave. In the event that the same or similar position is not available, the employee shall be assigned to any position for which the employee is certified/licensed.

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

5. <u>Intermittent Leave and Reduced Leave.</u>

   a. Intermittent Leave is taken in separate blocks of time due to a single illness or injury and may include leave of periods as short as those used by the

District for sick and personal leave, up to several weeks. Examples include leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of six months, such as for chemotherapy.

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

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

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

(2) The employee must provide reasonable advance notice.

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

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

7. Leaves for the birth of a child, care of a newborn child, placement with the employee of a child for adoption and/or foster care must be concluded within one year of the date of birth or date of placement or adoption, and must be requested thirty (30) days or as soon as possible in advance of the requested start of the leave.

8. As used in this Article, parent(s), son(s), daughter(s), includes biological, step, adopted or foster, and serious health condition includes both mental and physical conditions.

The Board may request medical verification and certification of the need to be off; including second and in some cases a third medical opinion. The second and third opinion would be at Board expense.

9. The Board may request periodic assurances regarding the employee's intent to return to work while the employee is on leave and/or certification that the employee can resume duties upon return to work.

10. The Board may recover the cost of insurance premiums if the employee does not return to work, unless continued serious health condition, the death of the employee or other circumstances beyond the employee's control prevent the employee from returning.

11. Each party shall retain all other rights accorded to them by the Family Medical Leave Act.

ARTICLE 16. TUTORS

A. TUTOR'S INDEX

EFFECTIVE AUGUST 1, 2024
BASE RATE $25.13

There shall be a 2.75% increase on the base rate for 2024-2025. All eligible tutors shall receive step movement.

	LEVEL INDEX	HOURLY RATE
STEP 0	1.000	$25.13
STEP 1	1.045	$26.26
STEP 2	1.090	$27.39
STEP 3	1.135	$28.52
STEP 4	1.180	$29.65
STEP 5	1.225	$30.78
STEP 6	1.270	$31.92
STEP 7	1.315	$33.05
STEP 8	1.360	$34.18
STEP 9	1.405	$35.31

EFFECTIVE AUGUST 1, 2025
BASE RATE $25.82

There shall be a 2.75% increase on the base rate for 2025-2026. All eligible tutors shall receive step movement.

	LEVEL INDEX	HOURLY RATE
STEP 0	1.000	$25.82
STEP 1	1.045	$26.98
STEP 2	1.090	$28.14
STEP 3	1.135	$29.31
STEP 4	1.180	$30.47
STEP 5	1.225	$31.63
STEP 6	1.270	$32.79
STEP 7	1.315	$33.95
STEP 8	1.360	$35.12
STEP 9	1.405	$36.28

EFFECTIVE AUGUST 1, 2026
BASE RATE $26.53

There shall be a 2.75% increase on the base rate for 2026-2027. All eligible tutors shall receive step movement.

	LEVEL INDEX	HOURLY RATE
STEP 0	1.000	$26.53
STEP 1	1.045	$27.72
STEP 2	1.090	$28.92
STEP 3	1.135	$30.11
STEP 4	1.180	$31.31
STEP 5	1.225	$32.50
STEP 6	1.270	$33.69
STEP 7	1.315	$34.89
STEP 8	1.360	$36.08
STEP 9	1.405	$37.27

B. Tutors shall be issued limited or continuing teacher contracts as provided under Article 13 of this Agreement.

C. Tutors shall not be eligible for provisions under Article 15, Section A. (Sabbatical Leave.)

D. For the purpose of compiling the seniority list required by Article 8.F.1. of the Master Agreement, tutors shall be considered a separate and distinct area of certification/licensure.

E. Individuals listed on the seniority list as tutors shall not have the right to displace any teacher.

F. Teachers will not have the right to displace a tutor.

G. Auxiliary tutors shall be compensated in accordance with the tutor salary schedule set forth in Article 16 of the Master Agreement.

H. Experience as a tutor shall not be recognized as service credit for purposes of placement on the teacher's salary schedule if a tutor is employed to fill a regular teaching position.

ARTICLE 17. COMPLAINT PROCEDURE

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

B. INFORMAL PROCEDURE

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

C. FORMAL PROCEDURE

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

2. If requested by the complainant or the employee, a meeting involving the employee, Association representation, the Principal or Immediate Supervisor, and the complainant will be arranged at a mutually convenient time to discuss the complaint.

3. If it is not resolved at that level, it may be appealed to the Superintendent.

4. If it is still not resolved, it may be appealed to the Board of Education, in a closed meeting, by written request to the President of the Board.

D. WRITTEN COMPLAINTS

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

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

ARTICLE 18. SUBSTITUTING

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

1. A substitute teacher certificated/licensed at a different level will be assigned.

2. Teachers as Substitutes

   a. Classes will be divided among other teachers at the same level, if the regular teacher agrees. The Building Principal will ask the teachers to volunteer in the most educationally feasible way.

   b. Teachers who are asked to substitute during their workday shall have the option of accepting or rejecting such a request, except in cases of emergency. Rejection of a request to substitute during a workday shall not be held against that teacher.

   c. The rate of any teacher (or group of teachers, if the class is split) who accepts a request by the Administration to cover or split a class of an absent teacher shall be Thirty Dollars ($30.00) for each class period covered. Sending a class to Study Hall or the Library will only be used as a last resort and the teacher will be paid for each class.

   d. Payment shall be made at a regularly scheduled pay period, within thirty (30) days. Each building principal shall complete the proper payment form with a copy to the teacher.

   e. Teachers who have been assigned a Student Teacher shall not be asked to leave the Student Teacher with a class of students for the purpose of substituting.

3. The Building Principal will teach the class.

B. In cases where a regular teacher is going to be absent for longer than three (3) consecutive days, the same substitute will be retained to teach that class if at all possible. The rationale

for this is that we recognize the need to provide continuity, consistency, and good programming for the students in the class.

ARTICLE 19. INSURANCE

A. The Board of Education shall provide Single or Family Comprehensive Major Medical Insurance coverage. The Board shall pay ninety percent (90%) of the rate for Single or Family coverage.

B. The level of benefits of all the Insurance Plans shall remain at least at the level referenced in the Portage Area Schools Consortium, Waterloo Local Schools, Certified Employees Employment Benefit Plans Booklet, effective May 31, 2012.

Beginning July 1, 2024, the Portage Area Schools Consortium Plan Design as outlined in Appendix , Medical Only $250 Low Plan and Rx Only Opt. 2 Rx B shall be in effect.

C. Maximum calendar year benefits for in-patient treatment shall be $50,000 and out-patient shall be $5,000 per participant for psychiatric, alcoholism, mental, drug-related, and emotional disorders.

D. The Board of Education shall have the right to include the following Cost Containment items in its insurance program.

1. Voluntary second surgical opinion.

2. Pre-certification and pre-admission testing for in-patient confinements.

3. No weekend hospital admission except in emergencies.

4. Insurance enrollment shall require the completion of an attestation form regarding tobacco use. This form will ask teachers to attest and certify their current tobacco use or lack of tobacco use. This form will be provided to teachers on the first in-service day and must be completed and returned to their building principal within three (3) weeks.

   If a teacher attests to using tobacco, each month they will be charged an additional 10% of the monthly single premium.

   Because all teachers except those who waived health insurance enrollment must participate in this tobacco attestation program, the district will receive a 2% reduction to its health insurance premium.

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

E. As part of this program, the employees are responsible for co-payments and out-of-pocket expenses as per the benefit plan.

F. The Board of Education shall provide Prescription Drug Insurance coverage and shall pay ninety percent (90%) of the rate for Single or Family Coverage.

G. The Board of Education shall provide and pay the premium for Fifty Thousand Dollars ($50,000) of Term Life Insurance for each teacher.

H. The Board of Education shall provide Single or Family Dental Insurance coverage for each teacher. The specifications shall be no less than the current Plan, with the addition of an Adult Orthodonture Provision. The Board shall pay ninety percent (90%) of the rate for Single or Family coverage. The Board shall also provide vision insurance benefits for each teacher and pay ninety percent (90%) of the rate for single or family coverage.

I. The Board of Education has the right to change insurance carriers after providing for input from the Association, so long as coverage benefits and specifications are not reduced.

J. Fringe benefits are provided on a twelve (12) month basis; and teachers under contract on the last workday shall have the benefits, as provided in this Agreement, in full force until the expiration of the twelve (12) month period.

K. Employees regularly employed less than full-time or the minimum number of hours required by the Affordable Health Care Act (or other future state/federal legislation**)** shall be eligible to purchase insurances provided under A., F., G., and H. above, at the group rates at their own expense. Employees shall enroll prior to September 15 of each school year. Such employees must maintain purchased coverage(s) for a minimum of twelve (12) months from the date of enrollment. In the event the employee or spouse is covered under another insurance plan through retirement, that plan shall be deemed primary.

L. Employees who have alternate health insurance available to them outside the Plan offered by the Waterloo Local Schools may waive participation in any or all health insurance plans offered by the Waterloo Local Schools, provided, however, the alternate health insurance coverage is outside the Portage County School Consortium's Health and Welfare Trust. The following provisions shall apply:

1. Employees who waive insurance, and do not enroll in the coverage waived under the Comprehensive Major Medical Insurance Plans offered by the Waterloo Local Schools during the policy year shall be paid the sum of One Thousand Dollars ($1,000.00) at the end of the policy year (January 1 through December 31).

2. Employees who waive insurance and do not enroll in the coverage waived of under the Comprehensive Major Medical, Dental and Prescription Insurance Plans offered by the Waterloo Local Schools during the policy year shall be paid the sum of One Thousand Five Hundred Dollars ($1,500.00) at the end of the policy year (January 1 through December 31).

3. The Board shall establish a Section 125 premium only plan, which shall include the insurance incentives set forth in Section L.1. and L.2. of this Article.

4. New employees may also participate in this waiver if hired January 1 or later and be paid on a pro rata basis.

5. Pro rata payment of insurance bonuses first year of contract.

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

ARTICLE 20. SEVERANCE PAY

A. The Board will grant a teacher who has a minimum of eight (8) years of service in the Waterloo Local School District and who is retiring from active service with the district through any approved State Retirement System (STRS, OPERS, etc.), Severance Pay equal to the teacher's unused accumulated Sick Leave at the teacher's per diem rate of pay as determined by the employee's final base salary divided by the number of contract days in the school year.

B. Payment of Severance Pay shall eliminate all accrued Sick Leave days.

C. The formula for calculating Severance Pay shall be forty percent (40%) of the person's accumulated Sick Leave multiplied by the person's per diem rate of pay, up to a maximum of ninety (90) days.

D. A teacher shall be paid within thirty (30) days of proof of retirement from any approved State Retirement System.

E. If a bargaining unit member, who has officially notified the Board of his/her pending retirement, dies prior to the actual receipt of Severance Pay, then the Severance Pay shall be paid to his/her estate.

F. Upon the death of a bargaining unit member, the district shall pay to the bargaining unit member's beneficiary an amount equal to forty percent (40%) of the employee's accumulated sick leave, up to a maximum of ninety (90) days.

ARTICLE 21. SUPPLEMENTAL SALARY

A. CO-CURRICULAR JOB DESCRIPTIONS

1. Job descriptions for Athletic Supplementals shall be maintained, reviewed and updated by the Superintendent and the Athletic Director, annually.

2. Job descriptions for Non-Athletic Supplementals shall be maintained, reviewed and updated by the Superintendent, with input from the Administration and the WEA, annually.

3. The current job descriptions shall be on file in the Superintendent's Office.

4. A job description for a position shall not be changed, except with the consent of the individual, during the sports season as defined by the O.H.S.A.A., or for Non-Athletic Supplementals during the school year.

B. PROCEDURE FOR FILLING SUPPLEMENTAL POSITIONS

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

C. ADDITIONAL POSITIONS NOT ON THE SCHEDULE

1. Curriculum Development -- Thirty Dollars ($30.00) per hour, excluding those persons on extended time during the time when they are still working.

2. All classes taught outside the regular school day and/or during the Summer- Thirty Dollars ($30.00) per hour.

D. MILEAGE REIMBURSEMENT

1. Reimbursement at IRS adopted rate for approved travel.

E. POSITION DEFINITIONS

ATHLETIC

I. 18%
(1) ATHLETIC DIRECTOR

II. 15%
(1) HEAD FOOTBALL
(1) HEAD BASKETBALL-Boys
(1) BAND DIRECTOR
(1) HEAD BASKETBALL-Girls

III. 14%
(1) HEAD TRACK BOYS/GIRLS

IV. 12%
(1) HEAD WRESTLING

V. 10%
(1) ASSISTANT ATHLETIC DIRECTOR
(1) HEAD VOLLEYBALL
(1) HEAD BASEBALL
(1) HEAD SOFTBALL
(1) HEAD SOCCER COACH-Boys
(1) HEAD SOCCER COACH-Girls
(1) HEAD CROSS COUNTRY
(1) HEAD GOLF
(4) ASSISTANT FOOTBALL
(1) ASSISTANT BASKETBALL-Boys
(1) ASSISTANT BASKETBALL-Girls
(1) ASSISTANT BAND DIRECTOR

VI. 9%
(1) ASSISTANT WRESTLING

VII. 8%
(1) FRESHMAN BASKETBALL-Boys
(1) FRESHMAN GIRLS BASKETBAL COACH

VIII. 7%
[1-3] ASSISTANT FOOTBALL MS
[1 or 2] ASSISTANT BASKETBALL-Girls MS
[1 or 2] ASSISTANT BASKETBALL-Boys MS

IX. 6%
(3) ASSISTANT TRACK-Boys/Girls
(1) ASSISTANT BASEBALL
(1) ASSISTANT VOLLEYBALL
[2 or 3] CHEERLEADER ADVISOR HS
[1 or 2] CHEERLEADER ADVISOR MS
(1) ASSISTANT SOFTBALL COACH
(1) ASSISTANT SOCCER COACH
(1) ASSISTANT GOLF COACH

X. 5%
(1) ASSISTANT TRACK-Boys MS
(1) ASSISTANT TRACK-Girls MS
(1) ASSISTANT WRESTLING MS
(1-2) ASSISTANT VOLLEYBALL MS
(1) ASSISTANT CROSS COUNTRY MS

XI. 4%
(2) ASSISTANT BASKETBALL- B/G, ELEM

XII. 3%
(1) FLAGS ADVISOR
(4) WEIGHT ROOM ADVISOR

XIII. 2%
(1) SKI CLUB
(1) MAJORETTE ADVISOR
(1) HIGH FLYERS

ACADEMIC

I. 7% (1) YEARBOOK ADVISOR (1) ONLINE GRADEBOOK VENDOR ASSESSMENT COORDINATOR II. 5% (1-3) DETENTION DUTY (1) PEP CLUB (1-3) JUNIOR CLASS ADVISOR (1-3) SENIOR CLASS ADVISOR III. 4% (1) ACADEMIC CHALLENGE/QUIZ BOWL (1-2) STUDENT COUNCIL HS	IV. 3% (1) SOPHOMORE CLASS ADVISOR (1) FRESHMAN CLASS ADVISOR (1) MIDDLE SCHOOL YEARBOOK V. 2% (1) NATIONAL HONOR SOCIETY (1) BETA CLUB

1. The number in parenthesis indicates the potential number of paid positions annually.

2. The Board shall continue to have the absolute right to fill or not to fill a supplemental position, but a teacher will be paid if a teacher is requested to perform the duty.

3. Employees may elect to receive half the supplemental amount half-way through the stipend period. The cheerleading supplemental (if for 2 seasons) shall be paid one-half of the supplemental at the end of each season.

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

EFFECTIVE AUGUST 1, 2024
PERCENTAGE of $37,191

	LEVEL INDEX	(1) 18%	(2) 15%	(3) 14%	(4) 12%	(5) 10%	(6) 9%	(7) 8%	(8) 7%	(9) 6%	(10) 5%	(11) 4%	(12) 3%	(13) 2%
STEP 0	1.000	$6,694	$5,579	$5,207	$4,463	$3,719	$3,347	$2,975	$2,603	$2,231	$1,860	$1,488	$1,116	$ 744
STEP 1	1.080	$7,230	$6,025	$5,623	$4,820	$4,017	$3,615	$3,213	$2,812	$2,410	$2,008	$1,607	$1,205	$ 803
STEP 2	1.160	$7,765	$6,471	$6,040	$5,177	$4,314	$3,883	$3,451	$3,020	$2,588	$2,157	$1,726	$1,294	$ 863
STEP 3	1.240	$8,301	$6,918	$6,456	$5,534	$4,612	$4,151	$3,689	$3,228	$2,767	$2,306	$1,845	$1,384	$ 922
STEP 4	1.320	$8,837	$7,364	$6,873	$5,891	$4,909	$4,418	$3,927	$3,436	$2,946	$2,455	$1,964	$1,473	$ 982
STEP 5	1.400	$9,372	$7,810	$7,289	$6,248	$5,207	$4,686	$4,165	$3,645	$3,124	$2,603	$2,083	$1,562	$1,041

EFFECTIVE AUGUST 1, 2025
PERCENTAGE of $38,214

	LEVEL INDEX	(1) 18%	(2) 15%	(3) 14%	(4) 12%	(5) 10%	(6) 9%	(7) 8%	(8) 7%	(9) 6%	(10) 5%	(11) 4%	(12) 3%	(13) 2%
STEP 0	1.000	$6,879	$5,732	$5,350	$4,586	$3,821	$3,439	$3,057	$2,675	$2,293	$1,911	$1,529	$1,146	$ 764
STEP 1	1.080	$7,429	$6,191	$5,778	$4,953	$4,127	$3,714	$3,302	$2,889	$2,476	$2,064	$1,651	$1,238	$ 825
STEP 2	1.160	$7,979	$6,649	$6,206	$5,319	$4,433	$3,990	$3,546	$3,103	$2,660	$2,216	$1,773	$1,330	$ 887
STEP 3	1.240	$8,529	$7,108	$6,634	$5,686	$4,739	$4,265	$3,791	$3,317	$2,843	$2,369	$1,895	$1,422	$ 948
STEP 4	1.320	$9,080	$7,566	$7,062	$6,053	$5,044	$4,540	$4,035	$3,531	$3,027	$2,522	$2,018	$1,513	$1,009
STEP 5	1.400	$9,630	$8,025	$7,490	$6,420	$5,350	$4,815	$4,280	$3,745	$3,210	$2,675	$2,140	$1,605	$1,070

EFFECTIVE AUGUST 1, 2026
PERCENTAGE of $39,265

	LEVEL INDEX	(1) 18%	(2) 15%	(3) 14%	(4) 12%	(5) 10%	(6) 9%	(7) 8%	(8) 7%	(9) 6%	(10) 5%	(11) 4%	(12) 3%	(13) 2%
STEP 0	1.000	$7,068	$5,890	$5,497	$4,712	$3,927	$3,534	$3,141	$2,749	$2,356	$1,963	$1,571	$1,178	$ 785
STEP 1	1.080	$7,633	$6,361	$5,937	$5,089	$4,241	$3,817	$3,392	$2,968	$2,544	$2,120	$1,696	$1,272	$ 848
STEP 2	1.160	$8,199	$6,832	$6,377	$5,466	$4,555	$4,099	$3,644	$3,188	$2,733	$2,277	$1,822	$1,366	$ 911
STEP 3	1.240	$8,764	$7,303	$6,816	$5,843	$4,869	$4,382	$3,895	$3,408	$2,921	$2,434	$1,948	$1,461	$ 974
STEP 4	1.320	$9,329	$7,774	$7,256	$6,220	$5,183	$4,665	$4,146	$3,628	$3,110	$2,591	$2,073	$1,555	$1,037
STEP 5	1.400	$9,895	$8,246	$7,696	$6,597	$5,497	$4,947	$4,398	$3,848	$3,298	$2,749	$2,199	$1,649	$1,099

ARTICLE 22. SALARY

A. Payment of salaries shall be made over a twelve (12) month period. The total salary shall be paid in twenty-four (24) equal payments, commencing September of each school year and ending in August of each school year. Notification of any Board-instituted changes in payroll deductions will be made, and an explanation of such changes will be made with the paycheck.

B. All employees will be required to complete the forms requested by the Board Treasurer prior to receiving the initial check, at the beginning of each school year.

C. During the summer, paychecks will be sent to one (1) address of the employee's choosing at Board expense.

D. Teachers may receive the remaining paychecks from their yearly salary by making a written request to the Board Treasurer by April 15. The amount of money due the employee will be paid in a lump sum on the next regular paycheck following the last workday of the individual. This privilege shall be extended to up to ten percent (10%) of the staff annually.

E. Deductions from salary for days docked will be prorated over the remaining pay periods in a school year if the deductions would exceed forty percent (40%) of a paycheck.

F. ADDITIONAL TRAINING

1. Staff may move horizontally twice during the school year (at the beginning of the school year or at the beginning of the second semester), provided:

    a. Academic work is completed satisfactorily.

    b. Academic work provides sufficient hours to qualify for the next column on the salary schedule.

    c. Satisfactory evidence of application for the official transcript has been received at the Board Office no more than fourteen (14) calendar days after the beginning of the first or the second semester.

    d. Above criteria are based on the receipt of the official transcript within sixty (60) days of completion of the course. The intent is not to penalize the teacher because of delays by the university.

    e. It is understood that second semester raises will only apply to the remaining days of the school year and may not be retroactive.

G. Each paycheck stub will indicate year-to-date totals of cumulative earnings and deductions.

H. TEACHERS' SALARY INDEX

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

I. WATERLOO SALARY SCHEDULE

EFFECTIVE AUGUST 1, 2024
B.A. BASE $37,191

There shall be a 2.75% increase on the base for 2024-2025. All eligible teachers shall receive step/column movement.

	NON-DEGREE	BA/BS	BA + 15 HRS	BA+150 HRS	MAST	MA + 20
STEP 0	$32,170	$37,191	$37,935	$38,865	$40,538	$42,584
STEP 1	$33,472	$38,865	$39,608	$40,724	$42,584	$44,629
STEP 2	$34,774	$40,538	$41,282	$42,584	$44,629	$46,675
STEP 3	$36,075	$42,212	$42,956	$44,443	$46,675	$48,720
STEP 4	$37,377	$43,885	$44,629	$46,303	$48,720	$50,766
STEP 5	$38,679	$45,559	$46,303	$48,162	$50,766	$52,811
STEP 6	$39,980	$47,233	$47,976	$50,022	$52,811	$54,857
STEP 7	$41,282	$48,906	$49,650	$51,881	$54,857	$56,902
STEP 8	$42,584	$50,580	$51,324	$53,741	$56,902	$58,948
STEP 9	$43,885	$52,253	$52,997	$55,601	$58,948	$60,993
STEP 10	$45,187	$53,927	$54,671	$57,460	$60,993	$63,039
STEP 11	$46,489	$55,601	$56,344	$59,320	$63,039	$65,084
STEP 12	$47,790	$57,274	$58,018	$61,179	$65,084	$67,130
STEP 13	$49,092	$58,948	$59,692	$63,039	$67,130	$69,175
STEP 14	$50,394	$60,621	$61,365	$64,898	$69,175	$71,221
STEP 16	$50,766	$61,179	$61,923	$66,200	$70,477	$72,522
STEP 18	$51,138	$61,737	$62,481	$66,758	$71,221	$73,266
STEP 20	$51,695	$62,295	$63,039	$67,502	$71,965	$74,010
STEP 22	$52,067	$63,039	$63,597	$68,060	$72,522	$74,568
STEP 24	$52,439	$63,411	$64,154	$68,617	$73,266	$75,312
STEP 26	$52,997	$63,969	$64,712	$69,361	$74,010	$76,056
STEP 28	$53,555	$64,712	$65,456	$70,291	$74,940	$76,985
STEP 30	$54,299	$65,642	$66,386	$71,221	$76,056	$78,101

EFFECTIVE AUGUST 1, 2025
B.A. BASE $38,214

There shall be a 2.75% increase on the base for 2025-2026. All eligible teachers shall receive step/column movement.

	NON-DEGREE	BA/BS	BA + 15 HRS	BA+150 HRS	MAST	MA + 20
STEP 0	$33,055	$38,214	$38,978	$39,934	$41,653	$43,755
STEP 1	$34,393	$39,934	$40,698	$41,844	$43,755	$45,857
STEP 2	$35,730	$41,653	$42,418	$43,755	$45,857	$47,959
STEP 3	$37,068	$43,373	$44,137	$45,666	$47,959	$50,060
STEP 4	$38,405	$45,093	$45,857	$47,576	$50,060	$52,162
STEP 5	$39,743	$46,812	$47,576	$49,487	$52,162	$54,264
STEP 6	$41,080	$48,532	$49,296	$51,398	$54,264	$56,366
STEP 7	$42,418	$50,251	$51,016	$53,309	$56,366	$58,467
STEP 8	$43,755	$51,971	$52,735	$55,219	$58,467	$60,569
STEP 9	$45,093	$53,691	$54,455	$57,130	$60,569	$62,671
STEP 10	$46,430	$55,410	$56,175	$59,041	$62,671	$64,773
STEP 11	$47,768	$57,130	$57,894	$60,951	$64,773	$66,875
STEP 12	$49,105	$58,850	$59,614	$62,862	$66,875	$68,976
STEP 13	$50,442	$60,569	$61,333	$64,773	$68,976	$71,078
STEP 14	$51,780	$62,289	$63,053	$66,683	$71,078	$73,180
STEP 16	$52,162	$62,862	$63,626	$68,021	$72,416	$74,517
STEP 18	$52,544	$63,435	$64,200	$68,594	$73,180	$75,282
STEP 20	$53,117	$64,008	$64,773	$69,358	$73,944	$76,046
STEP 22	$53,500	$64,773	$65,346	$69,932	$74,517	$76,619
STEP 24	$53,882	$65,155	$65,919	$70,505	$75,282	$77,383
STEP 26	$54,455	$65,728	$66,492	$71,269	$76,046	$78,148
STEP 28	$55,028	$66,492	$67,257	$72,224	$77,001	$79,103
STEP 30	$55,792	$67,448	$68,212	$73,180	$78,148	$80,249

EFFECTIVE AUGUST 1, 2026
B.A. BASE $39,265

There shall be a 2.75% increase on the base for 2026-2027. All eligible teachers shall receive step/column movement.

	NON-DEGREE	BA/BS	BA + 15 HRS	BA+150 HRS	MAST	MA + 20
STEP 0	$33,964	$39,265	$40,050	$41,032	$42,799	$44,958
STEP 1	$35,339	$41,032	$41,817	$42,995	$44,958	$47,118
STEP 2	$36,713	$42,799	$43,584	$44,958	$47,118	$49,278
STEP 3	$38,087	$44,566	$45,351	$46,922	$49,278	$51,437
STEP 4	$39,461	$46,333	$47,118	$48,885	$51,437	$53,597
STEP 5	$40,836	$48,100	$48,885	$50,848	$53,597	$55,756
STEP 6	$42,210	$49,867	$50,652	$52,811	$55,756	$57,916
STEP 7	$43,584	$51,633	$52,419	$54,775	$57,916	$60,075
STEP 8	$44,958	$53,400	$54,186	$56,738	$60,075	$62,235
STEP 9	$46,333	$55,167	$55,953	$58,701	$62,235	$64,395
STEP 10	$47,707	$56,934	$57,720	$60,664	$64,395	$66,554
STEP 11	$49,081	$58,701	$59,486	$62,628	$66,554	$68,714
STEP 12	$50,456	$60,468	$61,253	$64,591	$68,714	$70,873
STEP 13	$51,830	$62,235	$63,020	$66,554	$70,873	$73,033
STEP 14	$53,204	$64,002	$64,787	$68,517	$73,033	$75,192
STEP 16	$53,597	$64,591	$65,376	$69,892	$74,407	$76,567
STEP 18	$53,989	$65,180	$65,965	$70,481	$75,192	$77,352
STEP 20	$54,578	$65,769	$66,554	$71,266	$75,978	$78,137
STEP 22	$54,971	$66,554	$67,143	$71,855	$76,567	$78,726
STEP 24	$55,364	$66,947	$67,732	$72,444	$77,352	$79,512
STEP 26	$55,953	$67,536	$68,321	$73,229	$78,137	$80,297
STEP 28	$56,542	$68,321	$69,106	$74,211	$79,119	$81,279
STEP 30	$57,327	$69,303	$70,088	$75,192	$80,297	$82,457

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

ARTICLE 23. DEDUCTIONS

A. **VOLUNTARY DEDUCTIONS**: Certificated/Licensed personnel may request the following payroll deductions or request changes in the following payroll deductions no more than once per quarter. If at some point an online enrollment module is implemented for deductions purchased through the Portage Area School Consortium, changes may be limited to take place during the district's open enrollment time frame, except in cases of Qualifying Life Events.

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

B. **ASSOCIATION DUES**

1. Association Dues

    a. The Board will deduct, beginning on the second pay in September, from the pay of each bargaining unit employee who in writing so authorizes it to do so, the required amount of fees for the payment of Association Annual Unified dues twice per month. Corresponding deductions shall be made beginning on the first pay after employment for those teachers who join the Association in mid-year. Deductions shall be made with no cost to the employee or the Association.

    b. Dues rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining the amounts to be payroll-deducted.

c. All monies from Association memberships shall be direct deposited to the WEA Account within ten (10) days from when the deduction was made and each transmittal shall include the name of each employee for whom the deduction was made and the amount each employee paid.

d. Because the bargaining unit employee has already agreed in writing to pay the Association the full Association dues, in the event a bargaining unit employee severs employment with the District prior to the end of their contract, the Board Treasurer will deduct the remainder of the annual dues from the bargaining unit member's last paycheck when possible. The Board Treasurer will not be expected to pay the Association dues on behalf of the bargaining unit employe and then attempt to collect it from the employee after the fact.

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

ARTICLE 24. ASSOCIATION RIGHTS

A. GENERAL ASSOCIATION RIGHTS

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

2. The Association President shall be provided with one (1) copy of the Board meeting agenda prior to each Board meeting, and other such materials as are provided to the Board.

3. The Association, or its representatives, shall participate in the Initial Orientation for New Teachers. The Association shall be given notice of orientation meetings.

4. Names and addresses of newly-employed teaching staff shall be provided to the Association as early as practical following Board approval of their contract.

5. The Association President shall receive from the Board, a Directory listing the names, classifications, and location on the record of all employees of the Board. This Directory will be provided on or before October 1 of each year.

6. The Board, recognizing the importance of a well-informed teaching staff and an active representative Association of the certificated/licensed staff, does, therefore, grant ten (10) days of Released Time from teacher duties for the Association as representative of the certificated/licensed staff. These days shall serve as payment in full to the Association for its job as liaison between the Board and all its

certificated/licensed staff. Minimum use will be in one-half (1/2) day blocks. A minimum of three (3) working days' advance notice shall be given to the Principal and the Superintendent. Less notice may be given if approved by the Superintendent. For the benefit of children, attempts will be made not to have more than one (1) Association member on Association Leave at the same time from the same building.

7. The Association President shall be provided uninterrupted paid release time during the entire week, a total of two hundred twenty-five (225) minutes per week.

8. The Association, or any committee thereof, shall have the right to use school buildings and facilities, without charge, for professional meetings at times when a custodian is normally on duty. A request will be submitted to the Building Principal at least twenty-four (24) hours in advance of the meeting. In emergencies, the Superintendent will be notified and will grant approval prior to the meeting.

9. The Board agrees that the Association shall have the right to meet during school time for a maximum of two (2) meetings per year, to be conducted during teacher in-service days. Each of these meetings shall be no longer than one and one-half (1½) hours and shall be first arranged with the Superintendent at least ten (10) working days prior to such meeting. All other meetings shall be conducted after school hours, or at such times as not to interfere with job responsibilities.

10. The delegate and alternate to the OEA/NEA Convention shall be released under Professional Meetings Leave. The Board's sole responsibility is providing the paid Release Day and the substitute teacher, if necessary. Further, any other payment provided by Professional Meetings Leave shall not be the responsibility of the Board of Education.

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

B. ASSOCIATION BUILDING RIGHTS

1. Use of bulletin boards within the school office and teacher lounges.

2. Use of Public Address System for brief announcements.

3. Right to make announcements at faculty meetings.

4. The Association, or committee thereof, shall have the right to use the following school-owned equipment without charge when not in use for other school business: typewriters, copy machines, duplicating machines, duplicating equipment, audio-visual equipment, email, and fax machines. Use of such equipment off school premises must be approved in advance by the Principal or other person in charge of

the equipment, at least twenty-four (24) hours in advance of the requested use, except in emergencies. The Association shall reimburse the Board for supplies used and shall assume the financial responsibility for loss or damage to said equipment while in use by the Association.

5. The Association, or its representatives, may communicate with individual teachers during the individual teacher's preparation period or lunch. The conduct of such business shall be such as not to interfere with instruction. If the representative is from outside the building, then that representative shall check in with the Principal's Office upon entering the building.

6. The Association may use the internal mail system of the school and place Association communication in the mailboxes provided each teacher in the school system.

C. The Association agrees to live up to this Master Agreement.

ARTICLE 25. FACULTY ADVISORY BOARD

A. For each building, a Faculty Advisory Board, consisting of the Principal and three (3) staff members appointed by the Association President, shall be included for recommendations in decisions directly affecting noncurricular teaching duties and Building Policies in that building.

1. A chairperson for this Faculty Advisory Board shall be elected by, and from, the three (3) faculty members.

2. A Recorder shall be chosen from this Faculty Advisory Board whose function shall be to keep topical records of the meetings and recommendations made, and to inform the staff members in that building in writing of the proceedings of such meetings.

B. Regular meetings shall be held once during each quarter of the year. All minutes and specific recommendations shall be forwarded to the Superintendent and the Association President.

C. The chairperson shall call special meetings as the need arises. In-between meetings, teachers are encouraged to discuss issues with their building principal.

D. All meetings shall be conducted at any time other than during teaching times and at such times as is mutually agreed to by all members of the Faculty Advisory Board.

E. It is understood that there will be no supplemental contracts and no remuneration for members of this Faculty Advisory Board.

F. PROCEDURE FOR AGENDA AND MEETINGS

1. Throughout each quarter staff members shall digitally submit items to the Principal. If any staff member wishes for a follow-up regarding the item before the next FAB meeting, they will include their name with the submission.

2. FAB members, the Superintendent, and the Association President will have access to all FAB submissions.

3. During each FAB meeting, the Principal will present to FAB how each submitted item was addressed. FAB will discuss any overarching themes and discuss strategies to prevent issues in the future.

4. Minutes will be compiled from each FAB meeting and distributed to staff, the Superintendent, and the Association President.

G. The Faculty Advisory Board shall not deal with teacher discipline matters or with any interpretation or modification of this Contract.

ARTICLE 26. PROFESSIONAL DEVELOPMENT PROGRAM

A. The Board of Education shall appropriate at the beginning of each fiscal year, a sum sufficient to provide Twelve Thousand Dollars ($12,000), to provide reimbursement to teachers/tutors for earned college credit. This amount will be moved to a separate fund and any unused money will carryover until the fund reaches a maximum amount of Thirty Thousand Dollars ($30,000). The balance of this fund will be reported to LPDC annually and this fund will solely be used to provide reimbursement to teachers for earned college credit. The total maximum withdrawal amount for this fund will be Eighteen Thousand Dollars ($18000) per fiscal year, so long as the fund does not go into the negative. Subject to the following conditions:

1. The teacher/tutor shall have taught in the Waterloo Local Schools for a minimum of three (3) years.

2. The college course must be taken in Education, in or toward an area or additional area(s) of any certification/licensure permitted by the State Department of Education, or in the specific discipline as currently certified.

3. The unused portion of the sum appropriated above shall be paid to qualifying teachers for courses taken during summer sessions.

4. Available monies shall be provided to reimburse qualified teachers/tutors on a first-come/first-served basis.

5. Upon approval through LPDC, courses through an accredited college or university shall be approved for reimbursement.

6. The teacher/tutor shall submit written proof in the form of an official transcript of completed credit at an accredited university, with a passing grade, to the Superintendent, at the conclusion of the quarter in which the previously approved course was taken.

7. A teacher/tutor qualified for such reimbursement shall be reimbursed for the cost of courses approved in accordance with the procedures established herein, at the rate of Two Hundred Dollars ($200.00) for each quarter hour [Three Hundred Dollars ($300.00) per semester hour] successfully completed not to exceed nine (9) quarter hours [six (6) semester hours] annually (September 1 – August 31) per teacher, provided the preceding provisions of this Section have been met. No teacher/tutor shall be reimbursed for more than his/her actual cost.

8. The reimbursement is to be payable as a single sum in the next salary check following presentation of satisfactory evidence that the course work has been successfully completed.

9. Each teacher/tutor receiving reimbursement under this Section, prior to his/her receipt of such reimbursement, shall agree that he/she will teach in this District for at least one (1) full school year following receipt of such reimbursement. If such teacher fails to teach in the District for the required period, the amount of such reimbursement received during the prior school year shall be deducted from said teacher's final pay.

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

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

C. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

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

3. Committee Composition and Selection.

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

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

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

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

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

6. Training.

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

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

c. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.

7. Meetings and Compensation.

a. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year, the Committee shall post in each building its meeting schedule. Additional meetings may be scheduled as necessary.

b. Committee members shall be paid a stipend of One Thousand Five Hundred Dollars ($1,500.00) per year for Committee work performed outside the regular workday or work year.

8. Appeals Process. The appeals process utilized shall be as adopted by the LPDC and included within its by-laws.

ARTICLE 27. GRIEVANCE PROCEDURE

A. DEFINITION OF TERMS

1. A "grievance" shall be defined as: A condition resulting from an alleged violation, misapplication, or misinterpretation of this Master Contract.

2. A teacher may file a grievance. A grievance that affects more than one (1) teacher may be filed by one (1) teacher, a group of teachers, or the Association on behalf of all others similarly affected.

3. "Days" shall refer to working days when school is in session as part of the adopted calendar.

4. Continuing violations may be grieved, but the grievant may only go back thirty (30) days for relief in a continuing violation.

B. GENERAL PRACTICES

1. Time limits may be altered by mutual agreement, in writing.

2. A grievance may be withdrawn at any level without prejudice or record. Failure of Management to act within the time limits permits the grievance to be appealed to the next step.

3. Copies of all written decisions or communications shall be sent to all parties and the Association.

4. Reprisals shall not be taken against any involved parties for participating in the Grievance Procedure.

5. Management and the Association shall be permitted to maintain a grievance file. Management's file shall be kept separate from personnel records.

6. A grievant shall be entitled to Association representation at all formal steps of the Grievance Procedure.

C. INFORMAL PROCEDURE

1. The Informal Procedure shall consist of informal communication between the teacher and his/her Building Principal in an effort to resolve the problem. This meeting will take place within five (5) days of the employee's request to the Building Principal.

2. It is expected that this Informal Step will resolve most problems and further action will be unnecessary. An answer, as to the resolution of the matter from the Building

Principal, will be submitted in writing within five (5) days following the Informal Procedure to the aggrieved.

3. A grievant may choose not to use the Informal Procedure.

D. FORMAL PROCEDURE (See form - Appendix O)

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

2. **LEVEL TWO**

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

   b. The Superintendent shall take action on the appeal of the grievance within five (5) working days after the receipt of the appeal or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Association and the Building Principal.

3. **LEVEL THREE**

a. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee and the Association, such employee may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Board Treasurer. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance, shall be deemed a waiver of the right to appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board, with at least seven (7) days' notice, to meet in Executive Session. The aggrieved employee shall have the right to be represented at such meeting by counsel or by a representative of his/her employee organization.

b. The Board shall act upon such appeal no later than its next regular meeting. Copies of the final action shall be sent to the employee, the Superintendent, the Building Principal, and the Association.

4. **LEVEL FOUR**

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

b. Nothing in this Section prevents the parties from agreeing to expedited arbitration, mutual selection of the arbitrator, or mutually naming a permanent arbitrator.

c. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Contract.

d. The arbitrator shall be empowered to base the decision upon grievances as defined in Section A.1.a. above, and shall have no power to add to, subtract from, or modify any of the terms of this Contract. If either party feels the arbitrator has exceeded his/her authority according to the Contract and Ohio Statutory/Case Law, that party may appeal the decision to the appropriate Court.

e. The decision of the arbitrator shall be final and binding upon the parties to this Contract for the duration of its terms. The decision is to be rendered in

writing, with copies to the grievant, the Association, and the Superintendent.

f. The cost of the arbitrator shall be equally borne by the Board and the grievant.

g. If either party to the grievance views the arbitrator's decision as violating law, the decision may be appealed to the appropriate Court.

ARTICLE 28. ENTRY YEAR PROGRAM

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

ARTICLE 29. STRS "PICK-UP"

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

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

B. The "pick-up" percentage shall apply uniformly to all members of the bargaining unit.

C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Employer "pick-up."

D. The "pick-up" shall apply to all compensation including supplemental earnings.

E. It is anticipated that the Internal Revenue Service will treat this contribution "pick-up" by the Employer as Employer contributions for annuity contracts. In the event, however, the Internal Revenue Service requires payment of taxes on the amount paid by the Employer on behalf of the employee, the responsibility for payment of the taxes shall rest with the individual employee.

ARTICLE 30. REMOTE TEACHING

A. Remote teaching will only take place in the event of a catastrophic event (tornadoes, floods, or fires) that causes the buildings to be uninhabitable or a public health emergency declared by either the CDC, State Health Officials, or Portage County Health Officials.

B. Remote teaching will only occur across the entire district or by building. In the event of remote teaching, teachers shall be required to teach through an online format such as Google Meet. Teachers shall be required to upload materials online.

C. No teacher shall be assigned classroom duties of teaching in-person students and teaching remote students where the performance of such duties overlaps in time. In-person classes will not be simultaneously streamed to students at home. When online instruction occurs, the teacher shall be provided with an equivalent or more class time to what would have been provided if the instruction was in-person.

D. In the event that remote teaching occurs, teachers shall be given a minimum of two (2) days without students to prepare for remote teaching.

E. The Board shall provide teachers with the proper electronic devices and access to all electronic equipment and shall invest in training to assist teachers with developing effective remote lessons.

F. Teachers may choose to teach from home or report to the building, if able, during remote teaching days. Teachers instructing from home during remote teaching days can utilize any District-owned technology that was previously available to them.

G. Calamity days shall not be remote teaching days.

H. The Board shall provide teachers with at least an extra 225 minutes of uninterrupted planning time per week during periods of remote teaching.

I. Any teacher who is officially quarantined or isolated by a governing authority or health care provider during in-person instructional days but is able to perform all of their teaching responsibilities remotely will be allowed to teach remotely without utilizing accumulated sick leave days. The teacher will submit documentation of the quarantine/isolation order as soon as it's available to the appropriate building Principal who will forward it to the Superintendent. Teachers instructing remotely during their quarantine/isolation can utilize any District-owned technology that was previously available to them.

J. An evaluator may conduct walkthroughs of formal observations during remote teaching days via Google Meets, without recording, to meet OTES requirements. If evaluations are conducted online, efforts will be made to understand the unique situation remote learning presents. Every effort will be made to complete evaluations with in-person instruction.

ARTICLE 31. DURATION AND INTENT OF AGREEMENT

A. There shall be no negotiations between the parties except as provided by this Master Agreement.

B. If any provision of the Total Agreement or any application of the Total Agreement shall be found contrary to the law, the parties shall meet within ten (10) working days of a request by either party to determine the extent, if any, to which changes must be made. All other provisions of the Master Contract shall remain in force and effect.

C. Both parties and their constituents agree to comply with the provisions of this Master Contract. This Master Contract supersedes and prevails over all other law, rules, policies, and regulations unless contrary to state or federal law.

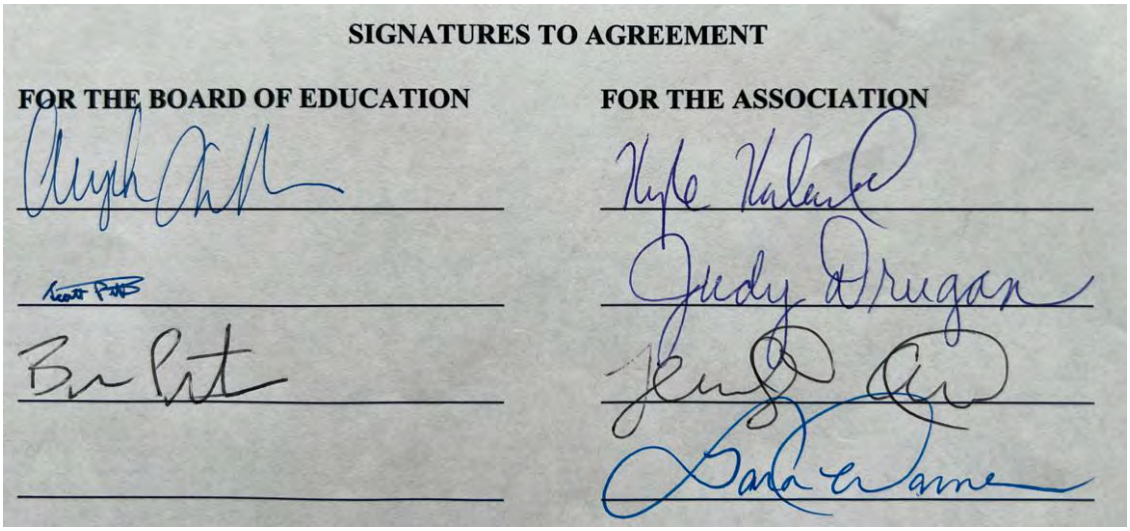
D. The Agreement has been negotiated in good faith by the above-mentioned parties and has been fully explained to the Waterloo Board of Education and the Waterloo Education Association; and, upon their approval, shall become effective July 1, 2024, and shall run through June 30, 2027.

E. "Days" as used in this Agreement, unless otherwise provided, shall be school calendar days.

F. This Master Agreement supersedes the Master Agreement dated July 1, 2022, through June 30, 2024.

This Master Agreement and Appendices were accepted by the Waterloo Education Association on February 27th, 2024.

This Master Agreement and Appendices were accepted by the Waterloo Board of Education at the meeting on March 14th, 2024.



APPENDIX A. 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).			
☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery		☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	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.

APPENDIX B. 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, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies 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 ***Ohio Standards for the Teaching Profession***	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.

APPENDIX C: 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.

APPENDIX D. 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**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** 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.
	Evidence	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.
	Connections to prior and future learning 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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					experiences. The teacher 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.
	Evidence	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.
	Connections to state standards and district priorities 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.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence	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.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent 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.
	Evidence	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**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	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.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	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.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	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.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**Evidence**	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.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	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.	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.
	Evidence	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.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated	Learning is primarily teacher directed. Students participate in whole class learning activities. 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.	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 class learning opportunities to maximize student learning. 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.	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 independent, collaborative and whole class learning opportunities to maximize student learning. 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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		instructional strategies or resources.			resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	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**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** 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.
	Evidence	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.
	Classroom climate and cultural competency Element 1.4 Element 5.1	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	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.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Element 5.2	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 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 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.	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.
	Evidence	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.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation,*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure	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 assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning,

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
classroom walk-throughs/informal observations, assessments, student portfolios, post-conference		modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	modifications do not meet student needs. The teacher shares evidence of student learning with students.	targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	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.
	Evidence of student learning 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.
	Evidence	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**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration	**Communication and collaboration with families**	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These	The teacher uses effective and appropriate communication and engagement strategies with students and families,	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	Element 6.1 Element 6.2		do not contribute adequately to student learning, well-being and development.	resulting in partnerships that contribute to student learning, well-being and development.	ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	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.
	Communication and collaboration with colleagues Element 6.3	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.
	Evidence	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.
	District policies and professional responsibilities Element 7.1	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

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					teacher helps shape policy at the school, district or state level.
	Evidence	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.
	Professional learning 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.
	Evidence	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.

APPENDIX E. TUTOR PERFORMANCE EVALUATION RUBRIC

The Tutor Performance Evaluation Rubric is to be scored holistically. This means evaluators will assess which level provides the best overall description of the tutor. 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, tutors 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**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data**	The tutor uses no source of high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The tutor uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s).	The tutor uses one source of high-quality student data and correctly analyzes patterns to develop measurable and developmentally appropriate student growth goal(s).	The tutor uses one source of high-quality student data and correctly analyzes patterns to develop measurable and developmentally appropriate student growth goal(s). The tutor monitors student progress toward goal(s).
	EVIDENCE				
	Connections to state standards and district priorities	The tutor's instructional plan does not reference Ohio's Learning Standards	The tutor'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 tutor's instructional plan incorporates activities, assessments and resources that align with student needs, school and district priorities, and Ohio's Learning Standards.	The tutor's instructional plan incorporates activities, assessments and resources that align with student needs, school and district priorities, and Ohio's Learning Standards. The tutor particulates in studying and evaluating advances in content or provides input on school and district curriculum.
	EVIDENCE				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walkthroughs/informal observations, peer review*	**Communication with students**	The tutor does not communicate learning goals, expectations for mastery, and model exemplary performance to students.	The tutor inconsistently communicates learning goals, expectations for mastery, and models of exemplary performance to students.	The tutor is consistent and effective in communicating learning goals, expectations for mastery, and models of exemplary performance to students.	The tutor 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.
	EVIDENCE				
	Communication with students	The tutor does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies.	The tutor demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies.	The tutor consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students.	The tutor consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The tutor's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.
	EVIDENCE				
	Communication with students	The tutor does not give students feedback.	Feedback to students is general, occasional or limited, and may not always support student learning.	The tutor gives students substantive, specific, and timely feedback to support their learning.	The tutor gives students substantive, specific, and timely feedback to support individual student learning. The tutor gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	EVIDENCE				
	Monitoring student understanding	The tutor fails to monitor and address student confusion and misconceptions.	The tutor inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The tutor consistently monitors and addresses common student confusion and misconceptions.	The tutor consistently monitors, addresses, articulates, and anticipates individual student confusion and misconceptions.
	EVIDENCE				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walkthroughs/informal observations, peer review, student surveys*	**Classroom routines and procedures**	The tutor has not established routines and procedures.	The tutor establishes routines and procedures but uses them inconsistently.	The tutor consistently uses routines and procedures that effectively maximize instructional time.	The tutor and students have collaboratively established consistent use of routines and procedures that are effective in maximizing instructional time.
	EVIDENCE				
	Classroom climate and cultural competency	There is no evidence of rapport or expectations for respectful, supportive, and caring interactions with and among students and the tutor.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the tutor.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the tutor.	The tutor 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 tutor.
	EVIDENCE				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walkthroughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments**	The tutor fails to analyze data and makes little or no attempt to modify instruction to meet student needs.	The tutor attempts to analyze data and modify instruction, though the modifications do not meet student needs.	The tutor analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.	The tutor analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.
	EVIDENCE				
	Use of assessments	The tutor does not share evidence of student learning with students.	The tutor shares evidence of student learning with students.	The tutor shares evidence of student learning with students to plan instruction to meet student needs.	The tutor shares evidence of student learning with colleagues and students to collaboratively plan instruction to meet individual student needs.
	EVIDENCE				
	Use of assessments	The tutor's assessment data demonstrates no evidence of growth and/or achievement over time for most students	The tutor uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The tutor uses at least one source 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 tutor uses at least one source 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.
	EVIDENCE				

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
			Developing	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review.*	**Communication and collaboration with colleague**	The tutor does not communicate and/or collaborate with colleagues.	The tutor inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The tutor 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 tutor 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.
	EVIDENCE				
	District policies and professional responsibilities	The tutor 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 tutor demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The tutor demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The tutor demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.
	EVIDENCE				
	Professional learning	The tutor sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The tutor sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The tutor sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The tutor takes appropriate action to meet the goals.	The tutor sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis to improve student learning. The tutor takes appropriate action to meet the goals.
	EVIDENCE				

APPENDIX F. SCHOOL COUNSELOR PERFORMANCE 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.

Standard One: Comprehensive School Counseling Program Plan – 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.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	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.
Evidence				

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.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	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.
Evidence				

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.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	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	The school counselor makes referrals and connections on behalf of	The school counselor makes referrals and connections on behalf of	The school counselor makes referrals and connections on behalf of students to

	parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

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.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	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.
Evidence				

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.			
Ineffective	**Developing**	**Skilled**	**Accomplished**
The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
The school counselor does not advocate for nor responds to the needs of diverse populations.	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.	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.	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.

	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. The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	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. 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.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students. 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.	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. 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.
Evidence				

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	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 does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning. The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	he 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 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 attends professional meetings and/or belongs to organizations at the local, state or national level.	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 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 actively participates in both professional meetings and organizations at the local, state or national levels.	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 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 coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	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.
Evidence				

APPENDIX G. ALTERNATIVE PERFORMANCE EVALUATION RUBRIC

Employee Name:_____ Position Held: _____Building:_____

Evaluator Name: _____ Date of Evaluation:_____

EVALUATION FACTORS	Excellent	Good	Satisfactory	Needs Improvement
1. JOB PERFORMANCE- Accuracy, completeness, thoroughness, neatness of work.				
2. JOB KNOWLEDGE- Knowledge of procedures, materials and equipment.				
3. WORK HABITS- Organization of work, care of equipment, practices job safety, effort. Productive.				
4. RESPONSIBILITY AND DEPENDABILITY- Degree to which employee accepts responsibility and can be relied upon to do the job without supervision. Accountability.				
5. INITIATIVE- Displays the ability to be constructive, originate new ideas, methods and procedures. Motivation.				
6. ATTENDANCE AND PUNCTUALITY- Prompt and dependable				
7. PERSONAL RELATIONSHIPS- Ability to interact with co-workers, supervisors, administration, students, staff and public in a positive manner.				
8. ATTITUDE- Interest in the work, willingness to meet job requirements and accept suggestions and instruction. Exhibits pride in job and district. Demonstrates ethical conduct. Encourages a positive atmosphere within the department.				
9. PERSONAL CHARACTERISTICS- Courteous, pleasant and congenial. Positive and optimistic.				
10. COOPERATION- Demonstrates the ability to cooperate with supervisors, administration and fellow employees and shows respect for others.				
11. SCHEDULE- Completes duties in a timely manner.				

EVALUATOR COMMENTS:_____

STRENGTHS:_____

IMPROVEMENTS: _____

EMPLOYEE COMMENTS:_____

EMPLOYEE SIGNATURE: _____DATE:_____

EVALUATOR SIGNATURE:_____DATE:_____

APPENDIX H. WALKTHROUGHS/INFORMAL OBSERVATIONS

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	
☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐ Instructional time is used effectively	☐ Information is presented in multiple formats
☐ Teacher combines collaborative and whole class learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐ Feedback is substantive, specific, timely and supports student learning
☐ Lesson makes clear and coherent connections with student prior learning and future learning	☐ Teacher selects, develops and uses multiple assessments
☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐ Teacher uses differentiated instructional strategies and resources for groups of students
☐ Other:	☐ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

APPENDIX I. FINAL HOLISTIC RATING — FULL EVALUATION

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation **Focus Area(s):** ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

APPENDIX J. FINAL HOLISTIC RATING — ACCOMPLISHED OR SKILLED CARRY FORWARD

Professional Growth Plan Goal(s) Alignment:	**Dates:**	
Mark Domain Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐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** _____

APPENDIX K. TEACHER'S CONTRACT – LIMITED

O.R.C. 3319.07-3319.08

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

PARTY OF THE FIRST PART AGREES:

(A) To teach in the public schools of said District for a period of _____, the _____ school year.

(B) To abide by and maintain the written policies and rules adopted by said Board; abide by and to maintain the Master Agreement between the Waterloo Education Association and the Board; and to carry out the educational programs of the County Superintendent and the Local School Superintendent.

(C) To give up his/her position, only with the consent of said Board, after the tenth (10^{th}) day of July prior to the school year for which he/she has been employed. (See Ohio Revised Code Section 3319.15)

IN CONSIDERATION of the above service, PARTY OF THE SECOND PART AGREES to pay PARTY OF THE FIRST PART the sum of $_____ dollars ($_____) in twenty-four (24) equal payments, commencing September of each school year and ending in August of each school year.

ENTERED INTO at Atwater, Ohio, the _____.

_____
Teacher

_____ _____
Board President Treasurer

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

APPENDIX L. TEACHER'S CONTRACT – CONTINUING

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

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

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

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

Entered into at Atwater, Ohio, this __the day of _____, _____.

Degree Status:

Step:

_____
Teacher

_____ _____
Board President Treasurer

APPENDIX M. SUPPLEMENTAL CONTRACT
WATERLOO LOCAL BOARD OF EDUCATION

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

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

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

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

_____
Teacher

_____
Board President

_____
Treasurer

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

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

APPENDIX N. SALARY NOTIFICATION

WATERLOO LOCAL SCHOOL DISTRICT
PORTAGE COUNTY, OHIO

TO:

DATE:

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

District Years of Service:

BASIS OF COMPUTATION

Degree Status:

Step:

THE BOARD OF EDUCATION

_____
President

_____
Treasurer

APPENDIX O. GRIEVANCE FORM (LEVEL _____)

NAME _____ BUILDING _____

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

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

_____

_____

_____

REMEDY REQUESTED: _____

_____

_____

_____

Signature of Aggrieved Date

DISPOSITION RENDERED: _____

_____

_____

_____

Signature of Person Rendering Disposition Date

APPENDIX P. WEA SICK LEAVE TRANSFER FORM

WATERLOO LOCAL SCHOOL DISTRICT

Print Name of Employee Donating Days _____

Number of Sick Leave Days Donated: _____ (Minimum 1 Day; Maximum 5 Days)

Print Name of Employee Receiving Sick Leave Days: _____

I understand, by my signature below, that I am donating Sick Leave days to the employee named above and that my balance of Sick Leave days will be reduced by the same number. I authorize the Treasurer to withdraw the above number of my Sick Leave days and credit it to the employee named above. Donations of Sick Leave days to an employee are non-refundable.

This request is per the Article 14.A.7.b, which states:

> A maximum of five (5) Sick Leave days are allowed to be given to a New Member. If a WEA member elects to give a Sick Leave day to another New Member, the WEA member will have that Sick Leave day deducted from their total amount of Sick Leave.
>
> New Members will contact the WEA President to request additional days. Once the approval process is completed through the WEA, the WEA President will then submit the form to the Superintendent for approval. The Superintendent will then submit it to the Treasurer. Such donated leave shall not be used to extend Maternity Leave except in cases of medical necessity.

Donor's Signature	Date	Superintendent	Date
_____		_____	
WEA President	Date	Treasurer	Date
_____		_____	

APPENDIX Q. ABEYANCE - SUPPLEMENTALS

E. POSITION DEFINITIONS

ATHLETIC

I. 8% (1) FRESHMAN FOOTBALL	

ACADEMIC

ACADEMIC POSITION DEFINITIONS	
I. 8% (1) DRAMA II. 4% (10) DEPT/GRADE LEVEL CHAIRS	III. 3% (1-3) HEAD TEACHER IV. 2% (1) MS STUDENT COUNCIL (1) VIKING LOG (1) LITERARY MAGAZINE (1) CHESS CLUB (1) MS NEWSPAPER (1) HONORS CHOIR (ELEM)

3. Effective September 1, 2003, ten (10) Department/Grade Level Chairperson supplemental positions shall be offered as follows:

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

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

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

APPENDIX R. ABEYANCE - WATERLOO EVALUATION SYSTEM COMMITTEE

L. WATERLOO EVALUATION SYSTEM COMMITTEE (WESC)

1. Committee Authority

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

    b. All recommendations for changes in the evaluation system made by the WESC shall be submitted to the Association and Board for ratification.

    c. In the event of legislative action by the Ohio General Assembly that significantly impacts the provisions found in this article, the Association and the Board agree to reconvene bargaining to determine whether adjustments are appropriate.

2. Composition

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

3. Operational Procedures

    a. The Committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

    b. The Committee will establish by mutual agreement a meeting calendar and timeline for work completion.

    c. Committee agendas will be developed jointly by the co-chairpersons of the Committee.

    d. All attempts will be made to make decisions by consensus.

e. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. The ground rules will be reviewed annually.

f. At each committee meeting the group will select an individual to act as the recording secretary for that meeting.

g. The Committee will review and select measures of High-Quality Student Data (HQSD).

h. Committee members will receive a $1500.00 stipend each year.

APPENDIX S. ABEYANCE - FAIR SHARE FEE

B. FAIR SHARE FEE

2. Fair Share Fee: The Waterloo Local School District Board of Education agrees, as a condition of employment, for the payment to the WEA of a Fair Share Fee by each teacher who elects not to become or remain a member of the Association. Payroll deduction of such Fair Share Fee shall start the first pay period on or after January 15th. The first deduction shall include a one-time catch up amount that is proportional to the amount of fees collected from Association members prior to January 15th. All monies from Fair Share Fees shall be direct deposited to the WEA Account within ten (10) days from when the deduction was made, and each transmittal shall include the name of each employee for whom the deduction was made and the amount each employee paid.

   a. Fair Share Fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining the amounts to be payroll-deducted.

   b. Upon timely demand, nonmembers may appeal to the Association the payment of the Fair Share Fee pursuant to the Internal Rebate Procedure adopted by the Association, or such nonmembers may submit such appeals as provided by law.

   c. The Internal Rebate Procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the employee organizations in the realm of collective bargaining.

   d. The Union hereby indemnifies the Board against any and all claims, demands, and any and all other forms of liability which may arise by reason of the Board's actions in deducting and forwarding Union dues, initiation fees, assessments, and/or fair share fees pursuant to this provision.

APPENDIX T. SCHEDULE OF EMPLOYEE BENEFITS
WATERLOO LOCAL SCHOOLS

HEALTH

OVERALL BENEFIT PERIOD MAXIMUM	Unlimited
CALENDAR YEAR DEDUCTIBLE	
In Network (Single/Family)	$250/$500
Out of Network (Single/Family)	$500/$1000

Preventive care and all services with copayments are covered and paid by the plan before you meet your deductible.

All eligible charges will be paid at the listed percentage until the Out-of-Pocket Maximum has been satisfied. 100% payment on eligible charges thereafter for that individual for the remainder of calendar year.

CALENDAR YEAR OUT OF POCKET MAXIMUM (including any applicable Copayments, Deductible, and Coinsurance)	
In Network (Single/Family)	$1000/$2,000
Out of Network (Single/Family)	$2,000/$4,000

No referral is necessary to see a specialist.

OFFICE OR CLINIC VISIT	
Primary Care (Network/Non)	$10/30% coinsurance
Specialist (Network/Non)	$20/30% coinsurance
Preventative (Network/Non)	No charge/20% coinsurance

DRUGS NETWORK PROVIDER	
Calendar Year Out of Pocket Max (Single/Family)	$8,450*/$16,900*
Retail RX Pickup (Tier 1/2/3)	$10/$15/$30
Retail RX Home Delivery (Tier 1/2/3)	$20/$30/$60

All drugs must be through Network Providers. Insurance Does Not Apply to Non-Network Providers.

TESTS	
Diagnostic Test (Network/Non)	10%/30% coinsurance
Imaging (Network/Non)	10%/30% coinsurance

OUTPATIENT SURGERY	
Facility Fee (Network/Non)	10%/30% coinsurance
Physician/Surgeon Fee (Network/Non)	10%/30% coinsurance

For further information on health, vision, or dental coverage refer to the summary of benefits provided at the start of each school year.

IMMEDIATE MEDIACAL ATTENTION	
Emergency Room Care	No charge up to $300 per period, then 10%; coinsurance for Accident; $75 copay for illness. *Non-Life threatening is not covered*
Emergency Medical Transportation (Network/Non)	10%/30% coinsurance
Urgent Care (Network/Non)	$35/30% coinsurance
HOSPITAL STAY	
Facility Fee (Network/Non)	10%/30% coinsurance. *Pre-certification is required*
Physician/Surgeon Fee (Network/Non)	10%/30% coinsurance
PREGNANT	
Office Visits (Network/Non)	No charge/30% coinsurance
Childbirth Professional Services (Network/Non)	10%/30% coinsurance
Childbirth Facility Services (Network/Non)	10%/30% coinsurance
RECOVERING (See summary of benefits for length of coverage period)	
Home Health Care (Network/Non)	10%/30% coinsurance
Rehabilitation Services (Network/Non)	$20/30% coinsurance
Habilitation Services (Network/Non)	$20/30% coinsurance
Skilled Nursing (Network/Non)	10%/30% coinsurance
Durable Medical equipment (Network/Non)	10%/30% coinsurance
Hospice Services (Network/Non)	10%/30% coinsurance

VISION

VISION EXAM (Limited one every 12 months)	
Examination	100% paid up to $40.00 per year
LENSES (Limited to one pair every 12 months)	
Single Vision Lenses	100% paid up to $50.00
Bifocal Lenses	100% paid up to $70.00
Trifocal Lenses	100% paid up to $80.00
Lenticular Lenses	100% paid up to $100.00
FRAMES (Limited to one set every 24 months)	
Frames	100% paid up to $75.00

For further information on health, vision, or dental coverage refer to the summary of benefits provided at the start of each school year.

CONTACT LENSES (Limited to one set every 12 months)

Elective	100% paid up to $125.00 in lieu of lenses and frames
Necessary	100% paid up to $175.00

The maximum amount payable for a single lens is 50% of the maximum amount payment for a pair of lenses.

DENTAL

Maximum Payment - $2000 per person total per Benefit Year on all services except Orthodontic Services. $1000 per person per lifetime on Orthodontic Services.

Deductible - $25 per person total per Benefit Year limited to a max of $50 per family per Benefit Year. The deductible does not apply to Diagnostic and Preventative Services.

DIAGNOSTIC & PREVENTATIVE

Diagnostic and Preventative Services	100% paid
Emergency Palliative Treatment	100% paid
Sealants	100% paid
Brush Biopsy	100% paid
Radiographs	100% paid
Periodontal Maintenance	100% paid

BASIC SERVICES

Minor Restorative Services	80% paid
Endodontic Services	80% paid
Periodontic Services	80% paid
Oral Surgery Services	80% paid
Major Restorative Services	80% paid
Other Basic Services	80% paid
Relines and Repairs	80% paid

MAJOR SERVICES

Prosthodontic Services	80% paid

ORTHODONTIC SERVICES

Orthodontic Services	60% paid
Orthodontic Age Limit	No Age Limit

When you receive services from a Nonparticipating Dentist, the percentages indicate the portion of the Plan's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for the difference.

For further information on health, vision, or dental coverage refer to the summary of benefits provided at the start of each school year.