12/21/2024
0361-01
24-MED-04-0579
45016

CONTRACT

WILMINGTON CITY BOARD OF EDUCATION

AND

WILMINGTON EDUCATION ASSOCIATION

JULY 1, 2024 – JUNE 30, 2027

TABLE OF CONTENTS

SECTION 1 – GOVERNING PROVISIONS 1

ARTICLE 1	RECOGNITION	1
ARTICLE 2	DEFINITIONS	1
ARTICLE 3	PROFESSIONAL NEGOTIATIONS PROCEDURES	1
ARTICLE 4	ISSUE RESOLUTION PROCEDURE	4
ARTICLE 5	ASSOCIATION RIGHTS	8
ARTICLE 6	FAIR SHARE FEE	10
ARTICLE 7	LABOR MANAGEMENT COMMITTEE	11

SECTION 2 – WORKING CONDITIONS 12

ARTICLE 8	PERSONNEL FILE	13
ARTICLE 9	NON-DISCRIMINATION	14
ARTICLE 10	TEACHING HOURS AND ACTIVITIES	15
ARTICLE 11	EVALUATION PROCEDURES	18
ARTICLE 12	RELEASE TIME FOR COMMITTEES	24
ARTICLE 13	BUILDING TRANSFERS, CHANGE IN ASSIGNMENT AND NOTIFICATION OF VACANCY	25
ARTICLE 14	SCHOOL CALENDAR	26
ARTICLE 15	NON-RENEWAL POLICY	26
ARTICLE 16	REDUCTION IN FORCE	27
ARTICLE 17	COOPERATING MEMBERS	28
ARTICLE 18	PROFESSIONAL MEETINGS	29
ARTICLE 19	COMPLAINT PROCEDURE	29
ARTICLE 20	NO SMOKING	29
ARTICLE 21	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	30
ARTICLE 22	OPEN ENROLLMENT FOR EMPLOYEES' CHILDREN	31
ARTICLE 23	CRIMINAL BACKGROUND CHECK	32
ARTICLE 24	JOB SHARING/HALF TIME	32

SECTION 3 – LEAVES OF ABSENCE 36

ARTICLE 25	ASSOCIATION LEAVE	37
ARTICLE 26	ASSAULT LEAVE	37
ARTICLE 27	STUDY, TRAVEL, EXCHANGE TEACHING	38
ARTICLE 28	SICK LEAVE	38
ARTICLE 29	SABBATICAL LEAVE	41
ARTICLE 30	CHILDREARING LEAVE	41
ARTICLE 31	PERSONAL LEAVE	41
ARTICLE 32	FAMILY AND MEDICAL LEAVE ACT OF 1993	42

SECTION 4 – COMPENSATION 43

ARTICLE 33	SEVERANCE PAY	44
ARTICLE 34	HOSPITALIZATION, SURGICAL, MAJOR MEDICAL INSURANCE	45
ARTICLE 35	LIFE INSURANCE	46
ARTICLE 36	DENTAL INSURANCE	46
ARTICLE 37	SALARY	47

YEARS OF CREDIT
PART-TIME
HOURLY RATE POSITIONS
SALARY SCHEDULES

ARTICLE 38 EMERGENCY PERIOD SUBSTITUTES 48
ARTICLE 39 BONUS FOR ATTENDANCE 49

SECTION 5 – DURATION 50

ARTICLE 41 PROVISIONS CONTRARY TO LAW 51
ARTICLE 42 REOPENER PROVISION 51
ARTICLE 43 EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL 51
ARTICLE 44 LENGTH OF CONTRACT 52

JOINT STATEMENT OF INTENTIONS 53

SECTION 6 – FORMS 54

ISSUE RESOUTION FORMS
Form A 56
Form B 56
Form C 57
Form D 58
Form E 59
Form F 60

SECTION 7 - SALARY SCHEDULES & INSURANCE 61

Certified Salary Schedule 2024-2027, Exhibit A 62
Additional Duty Schedule 2024-2027, Exhibit B 65
Curriculum 2021-2022, Exhibit C 68
Retire/Rehire Agreement, Exhibit D 69

SECTION 8 – EVALUATION FORMS 68

OTES FORMS 69
Form A: Ohio Teacher Evaluation System – Self Assessment 70
Form B: Professional Growth Plan 72
Form C: Pre-Observation Form 74
Form D: Post-Observation Form 76
Form E: Classroom Teacher Evaluation Report 77
Form F: Ohio Teacher Evaluation System – Final Summative Rating 79
Form G: Improvement Plan 80
Form H: Improvement Plan Evaluation 82
NON-OTES FORMS 83
Form I: Pre-Observation Planning Conference 84
Form J: Observation Report 86
Form K: Post-Observation Conference Notes 87
Form L: Guidance Counselor Evaluation Report 88
Form M: Librarian/Media Specialist Evaluation Report 89
Form N: Speech Language Pathologist Evaluation Report 90
Form O: School Psychologist Evaluation Report 91
Form P: Evaluation Report 93
Form Q: Plan of Assistance for Improvement 94
Form R: Optional Evaluation Procedure Checklist 95
Form S: Framework 96

SECTION 9 – INSURANCE SUMMARY..... 104

Appendix 1 – Insurance Summary 105

ARTICLE 1 – RECOGNITION

The Wilmington City School District Board of Education, hereinafter referred to as the "Board," recognizes the Wilmington Education Association/Ohio Education Association/National Education Association, hereinafter referred to as the "Association," as the exclusive and sole professional negotiations representative for all certified employees who are under contract to teach a full school year and/or at least one-half a regular work day, each day, for a full school year, excluding all administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this negotiation unit or have the responsibility to make recommendations thereon.

Tutors employed on an hourly basis are included in the bargaining unit represented by the Association and are entitled to limited rights and benefits of this negotiated agreement. Tutors' contractual rights are limited to the following: compensation (specifically, tutor hourly rate in Article 36 of this agreement); renewable one-year employment contracts that automatically expire without notice of non-renewal; access to the issue resolution procedure, sick leave and sick leave accumulation, assault leave, childrearing leave, family medical leave, unpaid leaves of absence, severance pay upon qualification for service retirement under rules promulgated by STRS, mileage reimbursement and rights as otherwise defined in Article 10 of this negotiated Agreement. The contractual benefits applicable to tutors are intended to entirely replace and supersede the employment provisions provided in R.C. §§3319.08, 3319.11 and 3319.111.

The Association recognizes the Board as the locally elected body charged with the establishment of policy education in the Wilmington City School District and as the employer of all personnel of this school system under state law. The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by Sections 3313.20 and 3313.47 of the Ohio Revised Code.

ARTICLE 2 – DEFINITIONS

A. **Days** – Refers to workdays unless otherwise indicated.

B. **Good Faith** – The willingness to consider, propose, make concessions, and counterproposals in an effort to reach a mutually agreed position on matters which are negotiable. The unwillingness of one or the other party to change its position shall not constitute bad faith.

C. **Party** – Shall be construed to mean the Association's and the Board's appointed members of the negotiating team.

D. **Member** – Shall refer to a member of the bargaining unit as described in Article 1.

ARTICLE 3 – PROFESSIONAL NEGOTIATIONS PROCEDURES

A. Items proposed for professional negotiations shall be submitted no sooner than March 1, but no later than April 15, by the President of the Association to the President of the

Board of Education, or by the President of the Board of Education to the President of the Association.

1. The initiating party shall include the following:

    a) Date of request.
    b) Person to contact.
    c) Three proposed initial meeting dates which shall be no later than May 1, including a proposal for times and place.
    d) The notice to negotiate required by the State Employment Relations Board.

2. The receiving party shall respond and include the following:

    a) Date of response.
    b) Acknowledgement of receipt of professional negotiations request.
    c) Person to contact.
    d) Acceptance of one of three proposed initial meeting dates.

B. Professional Negotiations Meetings

1. The parties shall meet at a time and place as established under Section A of this Article for the first negotiation meeting. A time, place and date for the next session shall be established before concluding the first and each successive professional negotiation meetings.

2. Specific proposals shall be exchanged by the parties at the first meeting unless otherwise mutually agreed. The party requesting negotiation shall present and explain its specific proposals first. The other party will then present and explain its proposals. Subsequently, no new proposals shall be considered unless otherwise mutually agreed.

3. The overall agenda shall be as mutually developed by the parties and may be altered by mutual agreement.

4. The agenda for the subsequent meeting shall be determined at the end of each meeting.

5. All meetings shall be scheduled after school hours.

C. Negotiation Teams

1. Each team shall be made up of six (6) people of the party's choice. Each team shall designate a spokesperson.

2. Formal presentations may be made by consultants upon specific items under discussion provided notice is given the day

prior to the meeting naming the person who will make the presentation and the subject of same. Additional special consultants may be called upon to make formal presentations with the mutual agreement of the parties.

D. Information

The designated representatives of the Board and the Association agree to make available to each other upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under negotiation.

Such information shall include, but not be limited to:

1. Training and experience grid.
2. Current rates and anniversary dates for health insurance.
3. Amended certificate.
4. Year-end report: (a) by fund; (b) fund/receipt; (c) by fund/function/object.
5. Monthly Treasurer's report.

E. News Releases

No information pertinent to matters then under professional negotiations shall be given or released to news media during professional negotiations without approval of all parties hereto until impasse has been declared.

F. Recesses

Either group shall have the right to recess for independent caucus at any time. Caucuses shall be of reasonable length.

G. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding nor as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be withdrawn by either party at any time during the negotiations process.

H. Agreement

When an agreement is reached through negotiations, the outcome will be reduced to writing, signed by the spokesperson of each negotiating team and submitted to the Association's membership for possible ratification and the Board for its consideration and will not become effective until ratified and approved by both parties.

1. A tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board by the President of the Association. Upon receipt of notification that the Association has ratified the

tentative agreement, the Board shall meet within fourteen (14) calendar days to consider the approval or non-approval of the tentative agreement.

2. If the agreement is ratified and approved by both the Association and the Board, it shall be implemented in the same manner as any other official action of the Board.

3. An electronic copy of the ratified Agreement will be made available to all members. If printer copies are requested, the Board and Association shall equally share the cost of printing.

4. No provision of the resulting agreement shall discriminate against any staff member because of membership or non-membership in the Association.

I. Impasse Procedure

In the event an agreement cannot be obtained on all issues being negotiated within sixty (60) calendar days of the first negotiations session, either party may declare impasse.

If an impasse is declared as provided above, the parties shall jointly request the appointment of a mediator from the Federal Mediation and Conciliation Service (FMCS).

Mediation shall last for thirty (30) calendar days from the first meeting with the mediator. If an agreement has not been reached within that time and the parties have not mutually agreed to extend the time of mediation, then the impasse procedures of the contract shall be completed.

In the event that impasse has been declared and mediation has occurred and no agreement reached, each party may proceed in accordance with law.

The Board and the Association agree that this impasse procedure shall supersede all other dispute and settlement procedures contained in Chapter 4117 of the Ohio Revised Code.

J. Right to Strike

In the event all of the impasse procedures set forth in this contract have been fully completed and no agreement has been reached and the Association has given the statutory notice to strike required by Chapter 4117, Oho Revised Code, then, the Association may exercise the statutory right to strike.

ARTICLE 4 – ISSUE RESOLUTION PROCEDURE

A. Purpose

1. The purpose of the following issue resolution (formerly, "grievance") procedure shall be to settle equitably at the lowest possible administrative level issues which may arise with respect to specific claims of misapplication, misinterpretation and/or violation of the terms of the Contract or misapplication, misinterpretation and/or violation of Board Policy. Both parties agree that these proceedings will be confidential.

2. Nothing contained herein will be construed as limiting the right of any member having an issue to discuss the matter informally with any appropriate member of the administration and having the issue resolved without intervention of the Association. The Association shall be notified in writing of any issue resolution.

A. Definitions

1. **Association** – Refers to the organization officially recognized by the Board of Education representing the certificated employees of the Wilmington City School District as defined in Article 1 of the Contract.

2. **Board** – As used in this instrument refers to the Wilmington City School District Board of Education.

3. **Days** – Refers to scheduled work days unless otherwise indicated.

4. **Issue Classification**

a. Individual issue – an issue affecting only one (1) bargaining unit member. The individual issue resolution form shall be signed by the member presenting the issue for resolution.

b. Class issue – an issue affecting two (2) or more bargaining unit members. The class issue resolution form shall be signed by at least two members of the class. A class issue may be initiated at Step Three of this procedure.

c. An Association issue – an issue involving an alleged violation of specific rights guaranteed to the Association by this Contract.

5. **Member** – formerly "grievant," is a member of the bargaining unit as defined in Article 1, Recognition.

C. Procedure

1. Speedy Disposition

The number of days between each step in the following chart shall be a maximum of seven (7). If the appealing party does not take appropriate action within the time limit specified, the issue will be deemed settled on the basis of the disposition at the preceding level. The seven-day limit may, however, be extended by mutual consent between the parties. Consent shall be liberally granted to promote mutual agreed solutions whenever appropriate.

Step Zero:

Within ten (10) days of the occurrence or event which gave rise to the member's issue, the member shall meet with his/her principal or immediate supervisor to discuss the issue, identify options for addressing the issue and consider possible

solutions. The member and the supervisor will utilize the Mutual Issue Resolution Outline to guide their discussion.

The Step Zero meeting is a mandatory prerequisite to advancing the issue to Step One. The ten (10) day time period may be extended by mutual consent. If the issue cannot be resolved at this level, the member may proceed to Step One.

Step One: An issue shall be filed in writing with the principal or immediate supervisor within ten (10) days of the Step Zero meeting unless mutually agreed otherwise. Failure to file the initial issue resolution form within the ten day period constitutes a waiver of the issue. If the issue is outside the scope of the principal's or immediate supervisor's responsibility, the issue may be initiated at the Step Three. Such issue shall be filed using Issue Resolution Form A.

A meeting shall be held within seven (7) days after receipt of the written issue with the principal or immediate supervisor.

Step Two: The written decision of the Principal or Supervisor shall be provided to the member on Issue Resolution Form A within seven (7) days of meeting.

Step Three: A written appeal to the Superintendent or designee by the member shall be filed on Issue Resolution Form B within seven (7) days of receipt of the Step Two decision.

A meeting with the Superintendent or designee shall be held within seven (7) days of filing of Step Three notice.

Step Four: A written decision of the Superintendent or designee shall be provided to the member on Issue Resolution Form B within seven (7) days of meeting.

Step Five: Board Policy
A written appeal to the Board shall be filed by the member on Issue Resolution Form C within seven (7) days of receipt of Step Four decision, if the issue involves an alleged misapplication, misinterpretation or violation of Board Policy.

The Board shall meet within fifteen (15) days or the next regular meeting of the Board, whichever is sooner to hear the issue. A written decision of the Board of Education shall be provided to the member on Issue Resolution Form C within seven (7) days of meeting with the Board. The decision of the Board on policy issues shall be final and not appealable to arbitration.

Step Six: Mediation
If a member is not satisfied with the disposition of his/her issue (alleged misapplication, misinterpretation or violation of the Contract at Step Four, only) the parties, by mutual agreement, may request the assistance of the Federal Mediation and Conciliation Service ("FMCS") and the assignment of a mediator to provide grievance mediation services. Grievance mediation is a voluntary step in the issue resolution process.

Step Seven: Contract
If the member is not satisfied with the disposition of his/her issue that involves an alleged misapplication, misinterpretation or violation of the Contract at Step Four or Step Six, the Association will notify the Superintendent, in writing, that the matter is being is submitted to binding arbitration.

D. Arbitration

1. The arbitrator shall be selected from a list of names submitted by the American Arbitration Association (AAA) in accordance with the rules and regulations of the AAA using the alternate strike method of selecting the arbitrator. Either party may request a second list if they determine that the first list of arbitrators is not acceptable.

2. The arbitrator will hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date the final arguments are made by the parties. It is the expectation of the Board and Association that arbitration hearings will be held in person unless both parties agree to hold a hearing virtually or through a hybrid of in-person and virtual attendance. The decision of the arbitrator shall be binding on the parties and delivered in writing to the Association, the member and the Board. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The arbitrator shall not have the power to add to, subtract from, or change, modify or amend any of the terms and provisions of this agreement, or any other written agreements between the Board and the Association.

3. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each, however, shall be responsible for the fees and expenses of its representatives.

E. Representation

At Steps Zero and One of the Issue Resolution Procedure, the member may be accompanied by a representative. At all remaining steps of the issue resolution procedure, the member will be accompanied by a representative of the Association and the Administrator and/or Board may be accompanied by a representative of their choice.

F. Miscellaneous Provisions

1. A member who participates in this issue resolution procedure shall not be subjected to discipline or reprisal because of such participation. All documents, communications and records dealing with the processing of an issue for resolution will be filed separately from the personnel file of the participants.

2. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present. When possible the hearing will be held after regular school hours, or during non-teaching time of the personnel involved.

3. It is important that an issue be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.

4. All issues may be withdrawn at any level without prejudice. In the case of issues filed by individuals, the teacher involved has the right to withdraw the issue at any time.

ARTICLE 5 – ASSOCIATION RIGHTS

The following shall be made available to the Association:

1. Bulletin board space in each building.

2. Use of intra-district mail service and e-mail subject to the Board's acceptable use policy.

3. Use of members' mail boxes provided a copy of any information being placed in the mail boxes is given to the Principal and Superintendent and any information being so placed is signed by the individual or organization responsible for same.

4. Whenever possible, and with the permission of the building Principal, the use of a school building will be made available to the Association before or after school hours.

5. The President or his/her designee (no more than one individual) may meet, on his/her lunch break, before or after school with any other member in the District before or after school, or on his/her lunch break. If the Association President/Co-President is assigned to grades 6-12, he/she shall receive preferential scheduling for planning time to conduct association business. The Association President may be expected to cover a class during this time but only as a last resort at the district tutor rate. If the Association President/Co-President is assigned to grades pre-K through 5, he/she shall meet with the administration to write a memorandum of understanding that will release the Association President from work related responsibilities (i.e. duties, bus, cafeteria, etc.) to conduct association business and minimize disruption to the school day. The President or his/her designee shall notify the Principal of his/her visitation to the building.

6. A copy machine will be available for use of the Association at the Association's expense including pro rata cost of maintenance based on usage.

7. A member is entitled to Association representation with an administrator in which violation of Board rules and regulations and/or professional performance or conduct is discussed.

8. Professional Association (local, district, state and national) membership dues shall be deducted in nineteen (19) consecutive equal installments beginning with the third paycheck of the school year. Deductions will be made on the basis of current deduction authorizations supplied by the individual to the Treasurer. Authorizations for payroll deductions for Association membership shall be on a continuing basis from year to year unless the teacher notifies the Treasurer in writing of his/her intention to cancel said deduction.

   The Treasurer will transmit dues to the Association within ten (10) work days of the deductions, and each transmittal will include the name of each employee for whom the deduction was made and the amount deducted.

   The Treasurer will notify the Association President prior to stopping any payroll deduction of dues.

   The Treasurer will deduct the remaining annual dues from a member's final pay when he/she leaves employment or initiates an unpaid leave of absence after the beginning of the work year.

   The Association will indemnify the Board and Treasurer against liability for all deductions made in accordance with these provisions.

9. The Association President shall receive a copy of the Board agenda, minutes and a summary of the Treasurer's regular monthly report. The schedule of regular Board meetings is available on the Board's website. The Board will provide the Association with notice of special and/or emergency meetings as required under the Ohio Sunshine Law.

10. The Superintendent will provide the Association with a copy of all non-confidential information in Board Packets prior to board meetings.

11. With proper authorization from the employee the following items may be deducted from the checks of the employees:

    a. OEA Fund for Children And Public Education donations
    b. WEA Scholarship Fund (at least twenty (20) applicants)
    c. Ohio Tuition Trust

12. Seniority:

    A. Posting Seniority List

       The seniority list shall be provided annually by October 15. The Board shall prepare and distribute a seniority list by job classification/license and date of hire. Said list shall be provided to the Association on or before the distribution date.

B. Inaccuracies in the List

All inaccuracies must be reported by November 15. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and redistribute the updated list by November 30. If inaccuracies, if any, are not reported by November 30, the list shall be considered final and no further changes will be made.

13. The Association will be invited to attend the new teacher orientation and will be allocated time on the agenda to speak with new teachers.

ARTICLE 6 – FAIR SHARE FEE

The parties recognize that the Supreme Court decision in *Janus* renders the following provision as unconstitutional. In the even Fair Share Fee becomes permissible and legal, the following provision shall immediately become enforceable.

A. The following provision shall apply to: (1) all members of the bargaining unit who are members of the Association on August 15, 2001 and; (2) all members of the bargaining unit employed subsequent to August 15, 2001.

B. Payroll Deduction of Fair Share Fee – The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

C. Notification of the Amount of Fair Share Fee – Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15th of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

D. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

1. All Fair Share Fee Payers – Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31st until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

2. Upon Termination of Membership During the Membership Year – the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

3. Transmittal of Deductions – The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

4. Procedure for Rebate – The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4417.09 C of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

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

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

   a. The Board shall be given a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;

   b. The Association shall reserve the right to designate counsel to represent and defend the employer;

   c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires; and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

   d. The Board acts in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or intentionally or willfully misapplies such fair share fee provision herein.

ARTICLE 7 – LABOR MANAGEMENT COMMITTEE

A. The Superintendent shall meet monthly, except for the months of August, December, July and June, with the president of the Association and one (1) member from each building appointed by the president to discuss issues that may be of concern. A recorder will see that all members of the committee receive copies of minutes from the meetings.

B. Other individuals, including administrators, members, the Board Attorney, and the OEA consultant may attend and participate in any committee meeting provided advance notice is provided.

SECTION 2 – WORKING CONDITIONS

ARTICLE 8	PERSONNEL FILE	13
ARTICLE 9	NON-DISCRIMINATION	14
ARTICLE 10	TEACHING HOURS AND ACTIVITIES	14
ARTICLE 11	EVALUATION PROCEDURES	18
ARTICLE 12	RELEASE TIME FOR COMMITTEES	24
ARTICLE 13	BUILDING TRANSFERS, CHANGE IN ASSIGNMENT AND NOTIFICATION OF VACANCY	25
ARTICLE 14	SCHOOL CALENDAR	26
ARTICLE 15	NON-RENEWAL POLICY	26
ARTICLE 16	REDUCTION IN FORCE	27
ARTICLE 17	COOPERATING MEMBERS	28
ARTICLE 18	PROFESSIONAL MEETINGS	29
ARTICLE 19	COMPLAINT PROCEDURE	29
ARTICLE 20	NO SMOKING	29
ARTICLE 21	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	30
ARTICLE 22	OPEN ENROLLMENT FOR EMPLOYEES' CHILDREN	31
ARTICLE 23	CRIMINAL BACKGROUND CHECK	32
ARTICLE 24	JOB SHARING/HALF TIME	32

ARTICLE 8 – PERSONNEL FILE

A. A personnel file of all members shall be maintained in the office of the Board of Education. This shall be considered a confidential file to the extent required by State law.

Upon request, each member shall be permitted to see his/her personnel file provided one (1) days' notice is given of the member's desire to review the file. This notification should be given to the Superintendent. The review of the file shall be in the presence of the Superintendent or his/her designee and shall be conducted in the Superintendent's Office. Anyone reviewing the member's file shall sign a receipt indicating the date of review and said receipt shall remain as a part of the file.

The file may be reviewed by the member and/or his/her designee, members of the Board of Education, the Superintendent, the Human Resources Director, the member's Principal or Assistant Principal and other school employees who have a legitimate school business need for reviewing same.

No anonymous materials shall be placed in a member's file or made a matter of record.

Before materials are placed in the personnel file, the member shall have the opportunity to see the material and shall initial and date the material shown to him/her. The initialing of the material does not indicate agreement by the member with the information contained in the material but simply indicates that the material was seen by him/her in accordance with this policy. In the event a member refuses to initial the materials, the time and date of such refusal should be noted on the materials.

The member may reply to any material in his/her file which he/she may deem to be critical of him/her. A written statement may be placed in his/her file and attached to the critical statement.

Pursuant to Chapter 1347, a member who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request the Superintendent, or designee, to conduct an investigation as to the validity of the claim. Any information which is found to be inaccurate, irrelevant, incomplete or untimely may be removed from the member's file.

B. Public Records Request

1. As permitted by state law, individuals from the community who wish to view the personnel file of a member may be asked to provide the following information:

    a. Name of person making request
    b. Date of request
    c. Date review is to occur
    d. Name of member whose file is to be reviewed.

It is understood that the Board is not able to require a requester to provide their name or complete a form as a condition of requesting and receiving public records.

2. If available, a copy of the request shall be sent to the member within five (5) business days. If no written request is available, the member will be notified, within five (5) business days of the request and provided available information about the requesting party and the nature of the request.

3. Security of Personal Data

   As permitted by state law, no member's medical information or personal information, such as a social security number, shall be included in the file released for public review.

ARTICLE 9 – NON-DISCRIMINATION

The Board of Education does not discriminate against individuals based upon age, race, religion, national origin, disability, gender, gender identity, gender expression, sexual orientation, marital status, military/veteran status, political affiliation or union membership and/or protected union activity.

ARTICLE 10 – TEACHING HOURS AND ACTIVITIES

A. General Provisions Applicable to Teachers

1. Teaching Load – Five (5) days a week of instruction in subject area and classroom working with student(s).

2. Planning/Conference Period – Five (5) days a week – minimum of forty (40) continuous minutes per day during the student day free of all duties for teacher preparation, grading, conferencing with parents, completing reports and interaction with other staff.

   When a delayed start is ordered due to inclement weather or otherwise, the teacher day will be reduced by the same amount and planning time may be reduced or eliminated at the direction of the principal.

3. Length of School Day – The member workday shall be seven and one-half (7½) hours.

   In the event school is closed/cancelled due to inclement weather or otherwise, at the direction of the Superintendent:

   a. For the first six (6) days, teachers shall not be required to come to work.

b. Unless expressly directed by the Superintendent, for each day thereafter, there shall be a one (1) hour delay for the teachers to report to work. A teacher may elect to take a personal days in lieu of attendance should he/she deem it unsafe to travel to work.

4. Staff Meetings and School-related Events

a. Staff members are expected to attend twelve (12) regularly scheduled meetings (emergency meetings may be called as needed). Regularly scheduled meetings shall be no longer than one hour in length.

b. Not more than two (2) hours on the days nearing the end of the 1st and 2nd quarters may be utilized for professional development.

c. Staff members will also attend two (2) one-hour events, one of which will occur at the beginning and one at the end of the year, for convocation and end-of-year celebration.

d. Principals will communicate the tentative schedule of meetings by September 15. Administrators will make reasonable efforts to avoid scheduling non-emergency after school meetings during the weeks of conferences, report cards, and interims.

If staff members are scheduled to arrive thirty (30) minutes prior to the start of the student day or scheduled to remain for thirty (30) minutes following the end of the student day, activities on one (1) of those days each week will devoted to the TBT Process/analysis of High Quality Student Data as directed by teachers. For one (1) week during each nine (9) week period, there shall be no administrative directed meetings or activities before or after the workday. The designated weeks will be communicated to the Superintendent by March 1st for the upcoming school year to facilitate planning. The District will take all reasonable steps to avoid scheduling professional development during this one (1) week. The one (1) week when a TBT meeting will not be held each nine (9) weeks shall be selected by the WEA building representative in cooperation with the building principal before the end of the prior school year.

5. Duties Beyond the Classroom Assignment

a. Elementary Middle School Members will assume duties beyond the classroom assignment not to exceed one-half (1/2) hour per day. Upon request the Principal shall inform a member of his/her duties.

b. High School Members are expected to perform all duties assigned in the staff handbook, in the areas of homeroom, class sponsors and assemblies. For supervision of hall, restroom and lunchroom area, High School Members control where and when possible without specific assignment within the confines of the school day.

c. Administration will provide building representatives with a draft of the staff and student handbook and provide the opportunity to make suggestions to modify language prior to duplication and distribution of the handbook to staff. Whether such suggestions are adopted or rejected by the Administration shall not be subject to the provisions of Article 4.

6. Care of Classroom and Building – Members are responsible for reporting damage to any part of the building to the building principal as well as maintaining the order of the contents of the individual room(s) to which a member is assigned.

7. Conservation of Energy – Members shall make every effort to reduce energy costs of the building as much as possible.

8. Any and all topics not herein mentioned shall not be a part of a member's normal duties and responsibilities.

9. Upon approval of the Principal, a member may leave the building during the school day for a short period of time to take care of emergency or other business.

10. New teacher orientation meetings will be payable through submission of a Special Work and Overtime Log.

11. Special Education teachers/intervention specialists and gifted teachers assigned to grades K-12 who have the responsibility for developing and writing individual education programs and/or WEPs shall be provided two (2) release days during the school year, schedule by mutual agreement with the building principal for the purpose of IEP/WEP writing/training. Members may elect to be paid for up to ten (10) hours at the curriculum rate in lieu of utilizing the two release days during the school year. The Director of Pupil Services will receive notification by September 15th if the member elects to be paid instead of utilizing the release days.

In lieu of up to four (4) one-hour staff meetings, the Director of Pupil Services will schedule quarterly meetings for elementary and secondary intervention specialists, school psychologists, and related services personnel. The agenda will be collaboratively created and focused on topics of interest related to compliance, academics, behavioral interventions, and other general questions. Agendas and related resources will be maintained electronically and shared with special education staff.

Multi-handicapped teachers shall be provided class coverage while proctoring alternative assessments.

C. Ohio Teacher Resident Educator Program

1. The Teacher Resident Educator Program shall be aligned with the standards for teachers adopted by the Ohio State Board of Education and best practices identified by the Superintendent of Public Instruction.

2. Mentors must meet all of the following qualifications:

   (a) Hold a Five-year Professional License or above;

   (b) Five years of teaching experience;

   (c) Complete the school or district application process;

   (d) Be selected by the school or district to attend state-sponsored mentor training; and

   (e) Successfully complete state-sponsored mentor training.

3. Mentors will be assigned by the building principal whenever possible by subject area/grade level/department. Participation is voluntary. A list of currently trained mentors will be provided to the WEA President annually, upon request.

4. Stipend

   Each Mentor Teacher assigned a Resident Educator who is required to complete the Resident Educator Program shall be paid an annual stipend of Five Hundred Dollars ($500.00). A mentor who accepts assignment to a resident educator understands the expectation that his/her service as a mentor to a resident educator is intended to be a two-year commitment.

5. Mentors will keep a log of all classroom visits and consultations, submitting the same to the Superintendent upon request and at the conclusion of the school year for supplemental salary justification.

6. The Resident Educator Program shall not replace the teacher evaluation system and will not be used to evaluate a resident educator.

7. Protections

   a. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned, assuming an alternative mentor is available and willing to serve the Resident Educator.

      The Mentor and the Resident Educator should operate in a trusting and comfortable relationship; therefore, no specifics shall be required as to the exercise of the option, and no negative consequences will flow from a request for a different mentor.

   b. The Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

c. The regular evaluation of the Mentor Teacher shall not be affected in any aspect by the Resident Educator Program or its demands.

d. The Mentor Teacher shall not be held liable for the performance of a Resident Educator.

e. Resident Educators shall be provided all due process provisions allowed by the Master Agreement or the Ohio Revised Code. Resident Educators must complete all elements of the Teacher Resident Educator Program as required by state law.

f. Resident educators are not subject to LPDC requirements.

g. This Article shall not be subject to the grievance procedure.

ARTICLE 11 – EVALUATION PROCEDURES

Evaluation Procedure Overview

A. The evaluation of teachers developed pursuant to section 3319.112 of the ORC. Each completed evaluation will result in the assignment of a teacher effectiveness rating of Accomplished, Skilled, Developing or Ineffective.

B. Full Cycle Year Observation:

1. The teacher completes a professional growth plan (PGP)/improvement plan
2. The teacher participates in a minimum of two formal observations
3. The teacher participates in a pre and post conference for each formal observation
4. The teacher participates in a minimum of two (2) informal observations (walkthroughs)

Less Frequent Year Observation:

1. The teacher completes a professional growth plan
2. The teacher participates in one scheduled informal observation or, at the teacher's request, a formal observation
3. The teacher participates in a post conference observation

Purpose

A. The purposes of teacher evaluation are:

a. To serve as a tool to advance the professional development of teachers;
b. To inform and improve instruction;
c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement; and

d. To make a record of teacher performance.

Application

A. The OTES evaluation procedure contained in this Agreement applies to any certificated or licensed teacher who spends at least fifty percent (50%) of his/her time providing content-related student instruction.

OTES Rubric and Forms

The District shall use the OTES 2.0 Rubric and forms provided by the Ohio Department of Education. The Ohio Evaluation System ("ES") and OTES resources will be linked/accessible in the forms area of the staff portal. Counselors will be evaluated using the Ohio School Counselor Evaluation System (OSCES) and any timelines/forms applicable to Counselor evaluations shall be deemed to supersede any conflicting provisions of the procedures reflected below. Metrics are created by the Counselors on an individual basis. Documents will be electronically signed using the Ohio Evaluation System ("ES").

Evaluation Cycle

A. The evaluation shall be conducted and completed no later than the first (1st) day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10th) day of May. The first day of the evaluation cycle begins on September 15 of the school year.

B. The evaluator shall be the building principal, assistant principal, or other certificated/licensed credentialed administrator assigned by the Superintendent. By September 15 of the school year, bargaining unit members will be notified of their evaluator for that year and be provided an overview/orientation of the evaluation process.

C. The final holistic evaluation rating shall be based upon both formal and informal written observations completed by the evaluator during the school year, the teacher's progress in meeting their professional goals, and based upon the OTES Teacher Evaluation Rubric.

Observations

A. Schedule of Observations

a. A minimum of two (2) formal observations (of at least 30 continuous minutes each). There should be at least three (3) weeks between formal observations.

b. The first formal observation will be completed by December 10th of each school year.

B. Observation Conference

a. All formal observations shall be preceded by a pre-conference, within five (5) work days of each observation. Lesson plans shall be provided to the Evaluator at the pre-conference meeting. A post-observation conference shall be held within five (5) work days after each formal observation using the adopted post- observation form.

b. Observation ratings/completed rubrics/feedback forms for teachers will be provided the applicable form within fifteen (15) calendar days of the observation.

c. Upon a teacher's request, within five (5) days of receipt of the applicable form, a third formal observation may be conducted by mutual agreement of the teacher and the evaluator.

Walkthroughs

A. A walk-through is an unannounced informal observation, between 5 and 25 continuous minutes in length, conducted at the discretion of the evaluator and is a formative written assessment piece. At least two (2) walkthroughs shall be completed through each evaluation cycle. Walkthrough feedback will be provided to the member within seven (7) workdays following the walkthrough.

Finalization of Evaluations

A. Completion of the Evaluation Process

1. The final holistic evaluation rating of a teacher shall be based upon performance that is assessed during the walk-throughs and formal observations. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the evidence used to support the conclusions reached in the final evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

2. If, during the Full Evaluation Cycle Year, a teacher's evaluation resulted in an overall rating of "developing" or below, the teacher will:

    a. Be evaluated using the full evaluation cycle the following year.
    b. Be assigned a credentialed evaluator for the following year.

3. If, during the Full Evaluation Cycle Year, a teacher's evaluation resulted in an overall rating of "skilled" the teacher will:

    a. Be evaluated using the Less Frequent Evaluation Cycle the following year.

b. Have input on the selection of their credentialed evaluator for the following year.

4. If, during the Full Evaluation Cycle Year, a teacher's evaluation resulted in an overall rating of "accomplished" the teacher will

a. Be evaluated using the Less Frequent Evaluation Cycle the following two (2) years.

b. Have input on the selection of their credentialed evaluator for the following year.

B. Response to Evaluation

1. The teacher shall have the right to submit a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. This response must be submitted within fifteen (15) calendar days in order to be considered a part of the evaluation document. The teacher shall retain a copy, signed by both parties.

High Quality Student Data

Under OTES 2.0 at least two measures of high-quality student data are used as evidence of student learning attributable to the teacher being evaluated. High-quality student data will meet the criteria listed in Board policy. Where applicable, high-quality student data will include value-added progress dimension data.

High quality student data will be reviewed and approved by a district committee.

Teachers will utilize high-quality student data in the following ways:

1. Critically analyze and reflect upon results to support improvement and enhancement of student learning;

2. Assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class;

3. Inform and adapt instruction to meet student needs; and

4. Measure student learning achievement and growth, as well as progress toward achieving state and local standards.

Professional Development Plans

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers rated Accomplished will develop a self-directed professional growth plan and provide it to their evaluator between May 1 of the current school year and

September 15 of the following school year.

2. Teachers rated Skilled will develop a professional growth plan collaboratively with the credentialed evaluator and provide it to their evaluator between May 1 of the current school year and September 15 of the following school year.

3. Teachers with a summative rating of Developing will develop an improvement plan with the credentialed evaluator and provide it to their evaluator between May 1 of the current school year and September 15 of the following school year.

4. As provided under paragraph b under the "Improvement Plans" section of this Article.

   i) The teacher has the right to request WEA representation through this process, including during meetings with his/her assigned Evaluator.

B. PGPs and improvement plans will include not more than two (2) achievable goals per evaluation cycle.

1. The PGP must align to any District and/or Building Improvement Plan(s).

2. At least one goal must connect to academics and/or instruction.

Improvement Plans

A. The professional improvement plan will follow the adopted OTES form.

B. The recommendation for a teacher's placement on an improvement plan will be made by the evaluator of record for any of the following:

1. the receipt of two "I's" on the Ohio Teacher Evaluation System (OTES) rubric,

2. the receipt of an "Ineffective" rating on the Final Holistic Rating of Teacher Effectiveness.

C. The improvement plan will be created by the evaluator with input from the teacher.

D. An improvement plan will include:

1. Specific measurable instructional practices to be observed;

2. Clear timelines for the completion of the plan; and

3. As recommended and approved by the evaluator, Board provided monetary, time, material, and human resources sufficient to realize the expectations of the plan.

E. Not later than May 10 of the school year, the evaluator of record will complete a final holistic evaluation report, meet with and provide a copy of it to the teacher. If the final holistic evaluation report indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the improvement plan, the evaluator of record will recommend that the teacher be returned to a non- improvement plan status.

Due Process

A. A teacher shall be entitled to WEA representation at any conference held during this procedure in which the teacher will be advised on an impending adverse personnel action, however, the availability of a WEA representative shall not unreasonably delay the conference or meeting.

B. Failure by the Employer to adhere to any timeline will automatically require reemployment of the teacher as required by law.

Personnel Action Requirements

A. A member who meets the statutory requirements for a continuing contract and was rated Skilled or Accomplished in the prior school year shall be eligible for a continuing contract. The parties intend for this provision to supersede and replace the statutory right to a continuing contract under Ohio law, including but not limited to, R.C. §§3319.08 and 3319.11, and any related Code Sections that may apply.

B. At least three (3) formal observations are required for each limited contract teacher who is under consideration for nonrenewal.

Legislative Change

The parties agree to meet and confer regarding this Article, if needed, to amend and/or include new state board requirements or legislative changes during the term of this Agreement. Action under this section will not be construed to open the contract for bargaining on any other issue.

Non-OTES Evaluation

A. Librarians/Media Specialists, School Psychologists and Speech Language Pathologists or other non-OTES bargaining unit positions will be evaluated based upon the adopted evaluation process with Forms specific to their area of expertise. Section 8 – Non-OTES Evaluation Forms.

B. The evaluator shall be the building principal, assistant principal, or other fully certificated/licensed administrator assigned by the Superintendent. By September 15 of the school year, bargaining unit members will be notified of their evaluation schedule and their evaluator for that year.

C. The evaluator must meet with applicable staff members at leave five (5) days prior to the first formal observation to discuss the evaluation process and review procedures, including the purposes, evaluation Forms/documents, expectations, and evaluation rubric.

D. The evaluation shall be based upon both formal and informal written observations made by the evaluator during the school year.

E. For any non-OTES bargaining unit member who receives an unsatisfactory evaluation, the evaluator and the staff member will meet within fifteen (15) days of the evaluation conference to jointly develop a program of assistance.

Exemptions

The District will not conduct an evaluation for any teacher who:

1. Was on leave for fifty percent (50%) or more of the school year;

2. Submitted a notice of retirement which has been acted upon by the Board on or before December 1 of the school year in which they plan to retire.

Evaluation Program Review

The Association and Board agree to establish a standing joint evaluation committee. The committee will regularly review the policies, procedures and processes including the determination of HQSD of the Evaluation Program.

1. The Committee will be comprised of five (5) members selected by the Association President and five (5) selected by the Superintendent or designee.

2. Committee members will serve for the life of the Agreement.

3. Professional development regarding OTES 2.0 and HQSD will be embedded into Committee meetings as determined by the co-chairs.

4. The Committee will be jointly chaired by one member appointed by the Superintendent or designee and one member appointed by the Association.

5. The agenda for meetings will be determined by the Co-chairs of the committee.

6. If meetings are held during the work day, teacher members will be released. If meetings are held outside the work day, teacher members will be paid at the curriculum rate.

ARTICLE 12 – RELEASE TIME FOR COMMITTEES

The Board shall provide release time for members upon recommendation of the Superintendent up to one-half (1/2) day a month for any committee assignments set up by the Board of Education and/or administration, such as the curriculum committee. Additional time may be requested when necessary.

ARTICLE 13 – BUILDING TRANSFERS, CHANGE IN ASSIGNMENT AND NOTIFICATION OF VACANCY

A. Building Transfers

1. **Voluntary Transfers:** A request for transfer of a member from one building to another, subject area, or grade level may be made by the member and shall be submitted in writing using the district provided form contained in the vacancy email to the Superintendent. Applications for transfer shall remain active through September of the following school year. Seniority shall be considered as a factor when determining if a member will be awarded a voluntary transfer. Upon request a member not granted a transfer shall have the opportunity to have a conference and be given verbal reasons by the appropriate administrator, with the decision of the administrator not grievable.

   By notifying the Superintendent in writing of his/her interest in a specific posting and by filing a transfer request as defined in the first paragraph above, he/she shall be considered as an applicant for the vacancy prior to any outside applicant.

2. **Involuntary Transfer:** Transfers may also be made upon initiation of the Superintendent or the appropriate member of his/her staff for a reason(s) which, in their judgment, will serve the best interests of the schools. Prior to an involuntary transfer a conference shall be held and the reasons for the transfer will be provided verbally by the appropriate administrator with the decision of the administrator not grievable. Seniority shall be considered as a factor when making involuntary transfers. The Superintendent shall not transfer a member who was involuntarily transferred the preceding school year, unless the member consents, and further will make reasonable efforts to avoid transferring a member who was involuntarily transferred the second or third preceding school year. No involuntary transfer may be capricious, arbitrary or disciplinary in nature.

B. Notification of Vacancies

1. **Postings:** Postings for summer vacancies will be included on the district's website. A member's request for transfer on file shall be considered for positions as stated above which become vacant after August 1. However, a specific posting for such positions shall not be made.

2. Notice of all bargaining unit vacancies shall be communicated to staff members, including the Association President via e-mail. The job vacancy notice shall contain (a) position available and building, if known;
   (b) required certification; (c) effective starting date. A staff member shall have five (5) weekdays during which time an employee may provide notice he/she wishes to be considered for the vacancy.

ARTICLE 14 – SCHOOL CALENDAR

A. The President of the Association or his/her designee may submit the Association's preference on the composition of the school calendar to the Superintendent. The Superintendent and the Association president shall then collaboratively prepare a calendar to be submitted to the Board for its consideration.

The Board's decision on the calendar shall be final.

B. The calendar/member's individual contract will indicate the length of the school year, which shall be no more than one hundred eighty-four (184) days, of which up to 179 are student days and five (5) teacher days for work, record keeping, preparation and professional development. These days shall be designated teacher work days, one (1) at the beginning of the year, one (1) day near the end of the first quarter, one (1) at the end of the first semester, one (1) near the end of the third quarter and one (1) at the end of the year.

The length of the teacher work day scheduled at the end of the third quarter shall be reduced by the time spent at Open House. Professional development may be offered on such days and shall be voluntary. Time not allocated for professional development on teacher workdays shall be used for planning, lesson and physical preparation, and record keeping.

The Superintendent may schedule additional professional development days on non-student days so long as the total number of work days for teachers does not exceed one hundred eighty-four (184).

ARTICLE 15 – NON-RENEWAL POLICY

A. If a member's evaluation or personnel file does not reveal the reasons for his/her non-renewal, he/she will be provided the written reasons, upon request.

Members being recommended for non-renewal shall be notified of the date of the meeting that the Board shall consider his/her contract non-renewal.

The member may address the Board as provided in R.C. §3319.11. He/she may be represented by his/her representative.

B. The limited teaching contract of a member shall be non-renewed in accordance with 3319.11 of the Ohio Revised Code except the issue upon review shall be whether the administration followed the evaluation procedure contained in the contract but not 3319.111 of the Ohio Revised Code.

ARTICLE 16 – REDUCTION IN FORCE

A. If, in the sole judgment of the Board, it determines to make a reduction in force for those reasons set forth in 3319.17 of the Ohio Revised Code, financial reasons or changes in curriculum and program, then the following procedure shall be utilized when making the reduction.

1. Reduction shall be made through attrition to the extent possible.

2. If further reductions are necessary, the Superintendent shall, within each teaching field affected, give preference to teachers on continuing contracts but shall not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations.

   When reducing teachers on limited contracts, the Superintendent will not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations.

3. All teachers who have the same final holistic evaluation rating are considered "comparable."

B. Seniority shall be defined as length of continuous service as an employee holding a teaching certificate or license in the bargaining unit under a regular teaching contract in the District.

1. Board-approved leaves of absence will not interrupt seniority, but time spent on such leaves shall not count toward seniority.

2. If two (2) or more bargaining unit members have the same length of continuous service, seniority will be determined by:

   a. Date of Board meeting at which bargaining unit member was hired, and then by
   b. Date bargaining unit member signed initial employment contract in the District.
   c. Any remaining ties will be broken by lot.

C. Laid off teachers will be placed on a recall list.

If a vacancy occurs in a teaching position and certification area for which a laid off teacher is certificated, he/she shall be recalled as follows:

1. Continuing contract teachers in order of reduction.

2. Limited contract teachers in order of reduction.

Teachers whose continuing contracts are suspended shall have the right of restoration to continuing contract status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this section shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

If there are no laid off teachers on the recall list who are properly certificated to fill the vacancy, then outside applicants may be considered by the Superintendent.

Any member whose limited contract is suspended pursuant to this section of the contract Agreement shall remain on the recall list for two (2) years. At the end of the two year period, the Board has no further obligation to the member and the member's employment with the Board shall terminate.

A member whose continuing contract is suspended will remain on the recall list and have the right to restoration to continuing service status if and when teaching positions for which he/she is certified become available provided he/she has not obtained full time teaching or administrative employment elsewhere.

Any member who is certified for a vacant position and who refuses to accept an offered teaching position for which he/she is certified shall be removed from the recall list and the Board's obligation under this contract to that member shall be terminated.

The Board has fulfilled its responsibilities herein by sending a written notice of a job vacancy to a member on the list by certified mail at the last address left by the member. Unclaimed, refused or nondeliverable notices as well as failure to responds within ten (10) calendar days of the mailing of the notice shall constitute refusal of the vacancy.

Members on layoff shall be permitted to remain on the Board insurance plans provided the employee pays 100% of the cost of the premiums for said insurance to the Board Treasurer in advance each month.

The Board shall assume no responsibility for any cancellations of insurance coverage except when cancellation is due to a Board error and its responsibility hereunder shall end if the member obtains other employment.

ARTICLE 17 – COOPERATING MEMBERS

Student teachers and educational lab/field experience students may be assigned to a member with the prior consent of the member. The Superintendent or designee will approve acceptance of all student teachers and will assign a student teacher to the cooperating teacher. The cooperating teacher may be assigned other education responsibilities during the time when a student teacher is

fully responsible for the classroom. Cooperating teachers will not be held liable for acts or omissions that occur, if any, when the student teacher is in charge of the classroom and the cooperating teacher is not present in the classroom.

In the event the District receives money as a result of working with a student teacher, the District will provide equal compensation to the cooperating teacher, less applicable taxes and deductions.

ARTICLE 18 – PROFESSIONAL MEETINGS

A. Members shall speak directly with the building principal regarding professional development opportunities. Once the member has received verbal permission from the building principal, the member shall submit a written request to the Superintendent for final approval. The written application to attend a professional meeting shall be made at least two (2) weeks prior to the meeting/conference.

B. To be qualified, the meeting must meet the following criteria:

   1. Directly related to the duties assigned to the member as an employee of the Wilmington City School District.

   2. Designed to improve the member's performance in his/her assigned duties.

   3. Adjudged by the Superintendent to be in the best interest of the Wilmington City School District.

C. The Board will pay the cost of a substitute for twenty (20) professional leave days, but not more than two (2) professional leave days per bargaining unit member. No other expenses shall be covered. Additional days may be granted at the discretion of the Superintendent.

D. Following the teacher's return from the professional conference or meeting, he/she shall provide a brief verbal report to his/her building principal or colleagues on information learned.

E. A report of the running total professional days approved under this Article will be sent to the Association President at the end of each quarter.

ARTICLE 19 – COMPLAINT PROCEDURE

If an administrator intends to investigate a complaint, he/she will notify the member verbally of the nature of the complaint and the identity of the complaining party. The administrator will seek input from the member concerning the incident out of the presence of the complaining party prior to having any kind of meeting with the complainant and the teacher. If the administrator documents his investigation, the member may attach rebuttal thereto.

ARTICLE 20 – NO SMOKING

Smoking, vaping or the use of any consumable tobacco products (excluding smoking cessation medications) or any products that contain marijuana or THC will not be permitted in any school building, on school grounds, including vehicles in school parking lots or vehicles owned or leased by the Board.

ARTICLE 21 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose and Number of LPDCs

1. Local Professional Development Committee (LPDCs) shall be established according to law and State Department of Education guidelines to oversee individual members' professional development plans.

2. The school board and administration will determine the number of LPDCs in the district, which number shall be at least one and which number may change only from year to year.

B. Membership Selection of Committee

1. The membership of any Wilmington Local Professional Development Committee shall consist of five (5) members including three teachers and two administrators.

2. In the case of an administrator's IPDP review, the LPDC committee make-up shall be altered as follows: two administrative members and one teacher member. The LPDC committee shall decide which teacher members will not vote and will serve as silent committee members. This determination shall be made on the basis of (1) seniority on the LPDC (2) seniority within the Wilmington School District, or (3) determined by lot.

3. The teacher members shall be appointed via the president of the Association as per the bylaws of the Association. The Administrators shall be appointed by the Superintendent. In addition, in case of an in-term vacancy, the president of the Association shall appoint a replacement teacher member and likewise, the Superintendent shall appoint an administrative replacement.

4. Terms shall run from July 1 to June 30 and shall ideally be staggered three (3) year terms. Teacher members may elect to serve a two (2) year term.

5. Committee members who find they are unable to fulfill their role as an active committee member may withdraw by notifying the committee chair in writing. No reasons need to be given.

6. One teacher and one administrator shall also be appointed respectively by the Association president and the Superintendent as alternates to the committee. Whenever an LPDC member is absent from a meeting, the alternate may serve in the regular member's place. Alternate committee members may be appointed to in-term vacancy positions by the selection process as stated above.

C. LPDC committee members shall be compensated for all time spent in training/in-service and meetings by receiving an annual supplemental contract in the amount of $600.00 including the alternate who shall attend all meetings.

D. The charge of the Local Professional Development Committee (LPDC) is to review and approve the individual professional development plans of all certificated employees in the district, and to review and approve completed individual professional development plans of certificated/licensed employees for renewal of or transition to a license. The LPDC may accept and process certificate renewal under current standards for certificate renewal.

E. This committee shall establish the procedures that will govern its operation including but not limited to the following:

1. Meeting times (except that the meeting shall held after school hours)
2. Meeting locations (shall be on school premises)
3. Notification process for employees

F. Further the committee shall establish the procedures required for employees to submit written individual professional development plans (IPDP) for committee consideration and action, including but not limited to:

1. Timelines for submission and completion of the employee's plan
2. Criteria used to evaluate the plan
3. An appeal process for disagreements concerning the plan
4. A reciprocity statement for incoming plans
5. Format for the plans

G. These and any other items the committee finds necessary to meet the legal requirements shall be reduced to writing and distributed to all certificated employees. If the committee changes the document that has been distributed in any way, an employee who has submitted an IPDP under the previous document shall be permitted to either complete his/her IPDP under the previous document in effect when the employee filed his/her IPDP, or move under the new document without penalty.

H. This committee shall be selected and begin working immediately.

I. The LPDC shall comply with the Sunshine Law.

ARTICLE 22 – OPEN ENROLLMENT FOR EMPLOYEES' CHILDREN

All members' children may attend Wilmington City Schools under open enrollment with the following restrictions.

A. The Superintendent shall determine if the additional student(s) will be a hardship on the teacher and/or the total school enrollment.

B. Once a student is enrolled he/she may continue to attend the Wilmington Schools as long as attendance is in consecutive years. If a student is withdrawn, readmittance may occur under the same restrictions as the original approval.

C. A written request for open enrollment to the Wilmington Schools must be made to the Superintendent through the principal's office prior to the student's registration.

D. A written approval shall be returned to the employee no later than seven (7) days prior to the first day for students.

E. The Superintendent's decision is final regarding all open enrollment requests.

F. Transportation is the parent's responsibility.

G. Open enrollment requests from teachers employed by the Board shall be given preference over other open enrollment requests. If the Board abolishes open enrollment in the future, teachers may enroll their children in WCS without cost.

ARTICLE 23 – CRIMINAL BACKGROUND CHECK

A. All employees shall provide a criminal records check in the manner prescribed by law. A new member shall be considered conditionally employed until the results of the criminal records check are received. If the new member has been convicted of or pled guilty to any of the offenses listed in Section 3319.39, Revised Code, he/she shall be immediately notified by the Superintendent that his/her employment is terminated. The member in this situation shall not be entitled to any further due process from the administration or the Board.

B. If the member establishes that such record is in error, then the member will be rehired by the Board to the position previously held or a comparable position.

ARTICLE 24 – JOB SHARING/HALF TIME

Job Sharing

A. As a program applicable only to the term of this negotiated agreement, two teachers who wish to partner in a job sharing plan shall submit a joint application to the Human Resources Director and the Building Principal which includes all the following information:

1. How the job sharing teachers plan to divide instructional duties;

2. How the job sharing teachers plan to regularly plan for and communicate about educational and operational objectives, student progress, and consistency of instructional methodology, expectations and goals; and

3. How the job sharing partners intend to acknowledge their shared accountability for student behavior, adjustment and performance.

B. The Human Resources Director and the Building Principal may approve such application, request additional information or reject the teachers' application which shall, upon request, be reviewed by the Superintendent. The Superintendent's decision shall be final and not subject to the issue resolution procedures in Article 4.

C. Job sharing partners are expected to work full-time during the first and last five (5) days of the school year. Both teachers will attend parent-teacher conferences, staff meetings and district-wide professional development activities as part of their professional responsibilities. Job sharing status will not affect a teacher's entitlement to observations/evaluations under applicable provisions of the negotiated agreement.

D. For the applicable school year, job sharing partners will each be entitled to one-half (½) the salary to which a full-time employee is entitled at the individual teacher's years of experience and advanced education as provided on the Wilmington Schools Certified Personnel Salary Schedule.

E. Job sharing partners will each be entitled hospitalization, surgical and major medical benefits available to full-time employees upon submission of one-half (½) the Board's cost of such insurance to the Treasurer. If a job sharing partner wishes to continue his/her full-time benefits, the Board will contribute forty-five percent (45%) of the Board's cost of single coverage or forty percent (40%) of the Board's cost of family coverage. In the event one job sharing partner elects to waive health insurance benefits, the other job sharing partner will not be entitled to full benefits without submission of his/her premium contribution as indicated above. A stipend for waiver of benefits, if any, will be prorated.

F. Job sharing partners will each be entitled dental insurance benefits available to full-time employees upon submission of one-half (½) the Board's cost of such insurance to the Treasurer. The Board will contribute fifty percent (50%) of the cost such coverage. In the event one job sharing partner elects to waive dental insurance benefits, the other job sharing partner will not be entitled to full benefits without submission of his/her fifty percent (50%) premium contribution as indicated above.

G. Each job sharing partner will be entitled to full life insurance benefits upon submission of one-half (½) the Board's cost of such insurance to the Treasurer.

H. Job sharing partners are expected, to the maximum extent feasible, to substitute for each other in the event one job sharing partner is absent from work. The substituting partner will be paid the applicable substitute rate for hours worked.

I. Job sharing assignments will be approved on an annual basis only. Following a job- sharing school year, if one or both job sharing partners elect or are assigned to return to a full-time position, he/she will be assigned to any vacant position for which he/she is qualified. If only one-full time position is available, the most senior job sharing partner will be offered the first opportunity to return to full-time status. If one or more full-time positions are not available at that time, the partner(s) not returned to full-time status will be placed on a "job-sharing recall list" for a period of two (2) years at which time the Wilmington City Schools will have no further obligation to the employee.

J. Teachers will be considered for job sharing only if such teachers agree, in writing, that assignment to a shared position will not create an entitlement to a half-time position on a continuing basis.

K. Staff members otherwise eligible for continuing contract status during the term of a job sharing assignment shall be awarded a one year limited contract (outside the definition of a statutory extended limited contract) of employment only and may apply or re-apply for continuing contract status at such time as the staff member returns to a full-time position.

L. The provisions of this article are intended to supersede and replace the provisions of R.C. §§3319.08 and 3319.11.

Half Time

M. As already outlined in Article 36, paragraph B, "Compensation for "part-time" teachers in the bargaining unit will be pro-rated on a percentage basis of the time required." Such compensation will be based on the individual teacher's years of experience and advanced education as provided on the Wilmington Schools Certified Personnel Salary Schedule.

1. A staff member wanting to be considered for a half time position shall submit a written application to the Superintendent and their Building Principal which includes their reasons for wanting to work on a half time basis and for how long they want to work half time.

2. The Building Principal may approve such application, request additional information or reject the teachers' application which shall, upon request, be reviewed by the Superintendent. The Superintendent's decision shall be final and not subject to the issue resolution procedures in Article 4.

3. Half time employees are expected to attend all parent-teacher conferences, one staff meeting/month (the teacher is also expected to initiate required discussion or activities to be up to date on information covered in any staff meeting they do not attend) and district-wide professional development activities as part of their professional responsibilities. Attendance at such activities will not result in additional compensation. Half time status will not affect a teacher's entitlement to observations/evaluations under applicable provisions of the negotiated agreement.

4. Half time employees must work at least eighteen and three-quarters (18.75) hours per week to be eligible for any district employee benefit coverage. (i.e. medical, dental, vision, life)

5. Half time employees working eighteen and three-quarters (18.75) hours per week will be entitled to hospitalization, surgical and major medical benefits available to full-time employees upon submission of one-half (½) the Board's cost of such insurance to the Treasurer. If such half time employee wishes to participate in this coverage, the Board will contribute forty-five percent (45%) of the cost of single coverage or forty percent (40%) of the cost of family coverage. A stipend for waiver of benefits, if any, will be prorated.

6. Half time employees working eighteen and three-quarters (18.75) hours per week will be entitled to vision benefits available to full-time employees upon submission of one-half (½) the Board's cost of such insurance to the Treasurer. If such half time employee wishes to participate in this coverage, the Board will contribute forty-five percent (45%) of the cost of single or family coverage.

7. Half time employees working eighteen and three-quarters (18.75) hours per week will be entitled to full life insurance benefits upon submission of one-half (½) the Board's cost of such insurance to the Treasurer.

8. Part time employees working more than eighteen and three-quarters (18.75) hours per week, will have their required contributions for employee benefits calculated on a pro-rated basis.

9. Half time assignments will be approved on an annual basis only. Following a half time assignment, the employee will be assigned to any full time position for which he/she is qualified (to include existing full time positions that are held by less senior employees). If a full-time position is not available at that time, the employee's name will be placed on a "half time recall list" for a period of two (2) years, at which time the Wilmington City Schools will have no further obligation to the employee.

10. Teachers will be considered for a half time position only if such teacher agrees, in writing, that assignment to a half time position will not create an entitlement to a half time position on a continuing basis.

11. Staff members otherwise eligible for continuing contract status during the term of a half time assignment shall be awarded a one year limited contract (outside the definition of a statutory extended limited contract) of employment only and may apply or re-apply for continuing contract status at such time as the staff member returns to a full-time position.

12. The provisions of this Article are intended to supersede and replace the provisions of R.C. §§3319.08 and 3319.11.

SECTION 3 – LEAVES OF ABSENCE

ARTICLE 25	ASSOCIATION LEAVE	37
ARTICLE 26	ASSAULT LEAVE	37
ARTICLE 27	STUDY, TRAVEL, EXCHANGE TEACHING	38
ARTICLE 28	SICK LEAVE	38
ARTICLE 29	SABBATICAL LEAVE	41
ARTICLE 30	CHILDREARING LEAVE	41
ARTICLE 31	PERSONAL LEAVE	41
ARTICLE 32	FAMILY AND MEDICAL LEAVE ACT OF 1993	42

ARTICLE 25 – ASSOCIATION LEAVE

When it is necessary for officers of the association (i.e., President, Vice-President, Secretary or Treasurer) or their designees to engage in activities directly related to the Association's duties as representatives of the members, they shall be allowed such free time, without loss of pay, up to a collective total of eighteen (18) days in a school year as necessary to perform such activities, The Association and its officers recognize and agree that this privilege should not be abused. Request for the use of such time shall be made to the Superintendent and shall be granted in accordance with the above. The Association shall reimburse the Board at the current Board-approved rate for the cost of substitutes for all days used over nine (9). In addition, four (4) days shall be provided for the Association President's use, in half-day or whole-day increments. The Association shall reimburse the Board for these additional four (4) days at the daily substitute rate.

ARTICLE 26 – ASSAULT LEAVE

A. A member who is physically injured as a result of a physical assault on him/her occurring while the member is performing duties required by his/her contract and occurring on school premises or during a school-sponsored function shall be entitled to assault leave. The Superintendent may, in his/her sole discretion, grant assault leave in situations that are related to but not specifically covered under this Article.

B. When said assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty (20) days per member each school year.

C. Medical verification shall be furnished to the Superintendent for all such absences requiring more than three (3) days leave. The Board shall have the right to require a medical examination by a physician that is mutually agreed upon by the Board and the member after the member has been absent for three (3) school days per occurrence. In such event, the Board shall pay the cost of the examination.

D. Under extremely unusual circumstances involving serious injury, the twenty (20) day limitation may be extended at the sole discretion of the Board.

E. Any member applying for assault leave may file charges against such assailant(s) and cooperate with the police and other public authorities in the prosecution of the assailant(s). The Board shall provide the member with any release time necessary to cooperate with the police and public authorities. In the event the alleged assailant is a student identified with a disability, the member is highly encouraged to meet with the Director of Special Education and the building principal to review the matter before filing a criminal complaint against the student with law enforcement. The member may bring another member to the meeting for support.

F. A member may request reimbursement of up to two hundred fifty dollars ($250) to replace property that is damaged as a result of student misconduct. The member must receive approval by the Superintendent prior to replacement and will present a receipt for the replacement before being reimbursed.

ARTICLE 27 – STUDY, TRAVEL, EXCHANGE TEACHING

Normally, granting a leave of absence will be considered only after three (3) full years of service for the following reasons: study, foreign travel and exchange teaching. Except for service in the armed forces, a leave of absence will be granted for only one (1) year upon the recommendation of the Superintendent and approval of the Board of Education and may not be renewed unless, in the judgment of the Superintendent, there are compelling reasons for such renewal and evidence that the interest of the schools will not suffer thereby. The member on a leave of absence must notify the Superintendent of Schools in writing by March 1 of his/her intention as to the succeeding school year contractual obligation. If notice to return in the succeeding school year is not received by March 1, the member shall not be returned to active status without the expressed permission of the Superintendent, which grant or denial of permission to return shall not be subject to the provisions of Article 4. A request for renewal of the leave of absence must be approved by the Board of Education.

Any person granted a leave of absence for study, travel, or exchange teaching shall be reinstated to a position for which he/she is certificated.

ARTICLE 28 – SICK LEAVE

A. Members shall be entitled to one and one-fourth (1 ¼) days of sick leave credit for each completed month of service. Effective July 1, 2021, the maximum accumulated sick leave for certified employees shall be three hundred twenty (320).

B. Members who are in their first five (5) years of teaching shall be entitled to five (5) days of sick leave at the beginning of a school year regardless of whether the amount has been accumulated. These five days, however, shall constitute a part of the total days for which such member is eligible during the year. In the event a member has used all accumulated sick leave, the Superintendent of Schools may grant up to five (5) days against sick leave.

C. A member may draw against his/her accumulated sick leave for absences resulting from personal illness, injury, pregnancy, for absence resulting from exposure to contagious disease which could be communicated to other employees, or for illness, injury or death in the employee's immediate family. Immediate family shall include mother, father, brother, sister, husband, wife, domestic partner, child, step-child, mother-in-law, father- in-law, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister- in-law, great grandparents, aunts, uncles, nieces, nephews, legal guardians/wards and any relative living in the member's house. Approval for other family members may be approved by the Superintendent however, such denial or approval by the Superintendent is not subject to the provisions of Article 4.

D. A member who adopts a child may draw against his/her sick leave for up to a maximum of six (6) consecutive calendar weeks to care for the newly adopted child if recommended by the child's physician and/or the agency/organization facilitating the adoption. Such use of sick leave may begin once the child is placed in the member's home and in the parent's legal custody. When both parents of the newly adopted child are employed by the Board, the parents may divide or share the time period allotted for this leave as they elect.

E. Members shall fill out the standard leave form to justify the use of sick leave time. Such statement shall be presented to the proper administrative officer immediately following absence for which sick leave is to be applied. The physician's name, address and dates consulted, if any, will be provided to the Supervisor upon request.

F. No day will be charged against any member's sick leave if the school district or school building is closed for a full day due to a calamity.

G. WEA and the Administration shall work together to address unacceptable patterns of casual or excessive use of sick leave.

H. Sick Leave Bank

1. The purpose of the Sick Leave Bank is to provide paid days for catastrophic personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness. Allotments will be limited to participating employees for use only in cases of illness, injury or nonelective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee ("SBC").

2. Members may enroll in Sick Leave Bank during the month of September of each school year.

3. Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

4. Membership in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during the September enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

5. At any time that the total number of available days in the Sick Leave Bank fall below fifteen (15), the SBC may require the Sick Leave Bank members to donate upon to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

6. The SBC shall be composed as follows:

   a. The Superintendent or designee.

   b. Three members appointed by the WEA President.

   The SBC shall review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

Decisions of the SBC are final.

The SBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

7. General Procedures

a. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.

b. Allotments will be limited to use for personal illness and catastrophic illness– in the immediate family. A doctor's statement is required with the application in order for the request to be considered.

c. An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances.

d. Days allotted from the Sick Leave Bank will be paid 100% of the member's daily rate of pay.

e. Once qualified to receive an allotment from the Bank, the maximum number of days a member may receive from the Sick Leave Bank shall not exceed the annual number of work days. Allotments from the Sick Leave Bank shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.

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

g. Days may not be received from the Bank for absences due to child birth (natural or cesarean section) or adoption. Utilization of the Sick Leave Bank for complications arising from pregnancy or child birth may be authorized by the SBC.

h. Days may not be received from the Bank for absences due to disabilities which qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

i. Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.

ARTICLE 29 – SABBATICAL LEAVE

A. A member may be granted a leave of absence for up to one year after completing five (5) years or more on the professional staff of Wilmington City School District and having obtained continuing contract status provided the reason for the leave is approved by the Board of Education. Any leave of absence may be with pay at the discretion of the Board in accordance with Ohio law.

B. Upon expiration of the sabbatical leave, the member shall be returned to a position for which he/she is certificated.

C. No more than five percent (5%) of the member staff may be on sabbatical leave at any one time.

D. No sabbatical leave may be granted a second time to the same individual when other members have filed a request for such a leave.

E. Members are not permitted to engage in employment with a public or private employer during the period of the sabbatical leave without the prior written approval of the Superintendent.

ARTICLE 30 – CHILDREARING LEAVE

A. Childrearing leave without pay for a newly born or newly adopted child shall be granted to a member for up to twelve (12) consecutive months or until the termination of a limited contract (whichever occurs first). Extensions may be granted at the discretion of the Board. All members shall submit a written notice to the Superintendent, not later than thirty (30) days prior to the member's last workday, advising the Superintendent of the date that the leave is to begin and the date the teacher shall return.

B. The Superintendent and the Board have discharged their responsibility under this provision by offering a position for which the member is certificated upon the member's return.

C. The term of the member's contract shall not be extended by childrearing leave and in the event that a member's limited contract expires while on childrearing leave, the member's contract shall be renewed or nonrenewed in the same manner as the limited contract of any person not on leave.

D. The Board recognizes that the granting of unpaid childrearing leave does not preclude a pregnant member from also exercising her statutory right to sick leave and/or medical leave without pay in accordance with the state and federal law. Childrearing leave, sick leave and medical leave without pay can run concurrently.

ARTICLE 31 – PERSONAL LEAVE

A. Members shall be granted a maximum of three (3) personal leave days per year. Such personal leave days are not deducted from sick leave and are not accumulative from year-to-year.

B. The use of personal leave days shall be requested from the building Principal. Except in emergency situations, requests for the projected use of a personal day shall be directed to the building Principal at least forty-eight (48) hours prior to the designated day. In an emergency situation, the notification may be done verbally to the Principal or other administrator and the proper form shall be completed and filed with the building Principal immediately upon return to duty.

The Principal shall forward the employee's request to the Superintendent at least twenty-four (24) hours prior to the designated day. All requests shall be made in writing on the appropriate form.

C. It is understood that personal leave days are to be used by the member to conduct personal business that cannot be conducted outside the school hours. It is also understood that such days shall not be used for recreational or vacation purposes.

D. The provision shall be uniformly applied to all members.

E. Falsification of a request for personal leave by a member shall be subject to discharge or other disciplinary action, subject to a grievance solely on the question of whether the employee participated in such prohibited activity.

F. Unused personal leave days shall be converted to accumulated unused sick leave at the end of the school year on a one to one (1:1) basis.

G. No day will be charged against any member's personal leave if the school district or school building is closed for a full day due to a calamity.

H. The Superintendent may grant no more than three (3) additional unpaid days upon request due to a special circumstance. The member must exhaust all personal leave days before they are eligible for unpaid days. The Superintendent’s decision is not subject to the grievance process.

ARTICLE 32 – FAMILY AND MEDICAL LEAVE ACT OF 1993

The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993.

The Family Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits in excess of those provided in this agreement, those excess leave of absence rights and benefits shall be accorded to the teachers eligible therefore under the act and regulations issued pursuant to it. Each party shall retain all the rights accorded to them by the FMLA.

SECTION 4 – COMPENSATION

ARTICLE 33	SEVERANCE PAY	43
ARTICLE 34	HOSPITALIZATION, SURGICAL, MAJOR MEDICAL INSURANCE	44
ARTICLE 35	LIFE INSURANCE	45
ARTICLE 36	DENTAL INSURANCE	46
ARTICLE 37	SALARY	46
	YEARS OF CREDIT	
	PART-TIME	
	HOURLY RATE POSITIONS	
	SALARY SCHEDULES	
ARTICLE 38	EMERGENCY PERIOD SUBSTITUTES	48
ARTICLE 39	BONUS FOR ATTENDANCE	49

ARTICLE 33 – SEVERANCE PAY

A. In accordance with Section 124.39 of the Ohio Revised Code, the Board of Education shall, at the time of retirement of a member from the District, grant payment for one- fourth (1/4) of the number of days of a member's unused accumulated sick leave not to exceed seventy-five (75). The daily rate for regular teaching duties at the time of retirement shall be used to determine the amount of such pay. Said pay to be made in a single payment at the time of retirement upon the member presenting to the Treasurer of the Board a copy of his/her first retirement check.

B. Upon service retirement from the Wilmington City School District, a professional employee with less than five (5) years of service to the Wilmington City Schools but a combined total of ten (10) or more years with the State of Ohio, any political subdivisions, or any combination thereof shall be entitled to payment equal to one-fourth of the value of the employee's accrued but unused sick leave credit, payable at the employee's rate of pay at the time of retirement, not to exceed thirty (30) days.

C. Retirement as used herein means service in the State Teachers Retirement System provided it takes place simultaneously with the member's termination of employment with the Board. If a member who has at least ten (10) years of service with the State of Ohio, any political subdivisions, or any combination thereof dies while employed by the Board , his/her estate shall be paid the appropriate severance pay calculated as though they retired on the last day of their employment .

D. In the event a member resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire through the State Teachers Retirement System, he/she shall receive a lump sum payment equal to 35% of his/her accumulated but unused sick leave. Payment of such severance shall be at the member's daily rate of pay at the time of retirement. Any member who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the State Teachers Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to severance pay pursuant to Section A and B above.

Retirement eligibility shall be as defined by the State Teachers Retirement System.

Payment pursuant to this provision shall be made in the year earned.

E. In the event a member provides notification of retirement by November 1st in the year in which they intend to retire, two (2) additional days of severance will be paid.

ARTICLE 34 – HOSPITALIZATION, SURGICAL, MAJOR MEDICAL INSURANCE

A. The Board shall provide basic Hospital-Surgical and Major Medical Insurance coverage which meets the general specifications below for each eligible member, if he/she so chooses and makes application, and his/her eligible dependents. The Board shall pay eighty-five percent (85.0%) of the single coverage and eighty percent (80%) of the family coverage. Plan Design is attached as Appendix 1.

B. A member who does not elect to participate in the Board's health insurance plan will receive a yearly stipend of one thousand dollars ($1,000). A part-time member's stipend will be prorated. A member shall notify the treasurer's office of his/her interest in receiving this stipend by sending a written note no later than June 30. All married couples who are employed by the District before July 1, 2014, and who participated in the Board's health insurance plan, will be provided one (1) family plan and will qualify for the yearly stipend as referenced above. Thereafter, any married couples who are first employed by the District or married on or after July 1, 2014, and who participate in the Board's health insurance plan, will be provided one (1) family plan and will be ineligible for a yearly stipend as referenced above.

C. Application by Individual for Coverage

Newly employed teachers may, if they so choose, be covered by the hospitalization, surgical and major medical insurance effective on the first billing date after thirty (30) days if application is submitted within thirty (30) days of hire.

All teachers hired on or after July 1, 2005 will be subject to a spousal limitation on family coverage if the employee's spouse has health insurance coverage available through his/her employer. If such coverage is available, the employee's spouse must elect his/her employer's plan as the primary insurer.

D. Period of Coverage

The Board shall provide coverage to all full time certified employees upon application, commencing on the first billing date after thirty (30) days, if application is submitted within thirty (30) days of hire and continue until employee's resignation or termination.

E. Flexible Spending Plan

The Board will facilitate implementation of a Section 125 flexible spending plan to allow members to shelter health insurance premiums, unreimbursed health care costs, dependent care costs and other related expenses as provided by law.

F. The specification of benefits provided below is intended as a general guide and specific benefits are outlined in the master contract with the insurance carrier on file with the Board of Education.

G. The Board will offer single or family vision coverage for all eligible members. The Board will pay ninety percent (90%) of the cost of the plan.

ARTICLE 35 – LIFE INSURANCE

A. The Board shall purchase group term life insurance for each eligible member in the amount of fifty thousand dollars ($50,000) paying one hundred percent (100%) of the premium. Such insurance shall include provisions for double indemnity in the case of accidental death, dismemberment waiver of premium due to disability, and conversion privilege as well as guaranteed insurability.

B. The Board shall provide such coverage to all full time members commencing on the first day of the month following the date of hire and continue until member's resignation or termination.

C. A member shall have the option of purchasing additional coverage.

ARTICLE 36 – DENTAL INSURANCE

A. The Board shall purchase dental insurance coverage which meets the general specifications below for each eligible member, and his/her eligible dependents, the Board shall pay 90% of the premium.

These specifications are intended as a general guide and specific benefits are outlined in the master agreement on file with the Board of Education. Interpretations of these specifications will be determined by the insurance contract in effect during the 1987-88 school year.

Specifications

1. Maximum benefits per person per calendar year for all services except Orthodontics - $1,500.

2. Deductible:

   Individual - $25 per calendar year per person.
   Family - $50 per calendar year.
   Dependent children to age 26**.**
   Deductible not applicable to preventive, diagnostic and orthodontics services.

3. Benefits Paid:

   a. Preventive and diagnostic services 100% UCR.
   b. Basic restorative services 80% UCR.
   c. Major restorative services 60%.
   d. Orthodontia services 60% to a maximum per person of $1,000.

B. The Board shall provide coverage to all full time members and dependents commencing on the first day of the month following the date of hire and continue until member's resignation or termination.

ARTICLE 37 – SALARY

A. The base salary will be increased by three percent (3%) for the 2024-2025 school year, three percent (3%) for the 2025-2026 school year and three percent (3%) for the 2026-2027 school year.

B. Teachers entering the Wilmington system will receive credit for years of service in armed forces of the United States, up to a maximum of five (5) years, applicable to "Years of Experience" on the current salary schedule. Teachers entering the Wilmington system will receive credit of previous teaching experiences, military service, overseas teaching service, or any combination thereof, applicable to "Years of Experience" on the current salary schedule up to a maximum of fifteen (15) years.

C. Members selected and agreeing to attend and participate in any committee or meeting outside the work day shall be paid at the curriculum rate.

D. Summer school instructors shall be paid at the curriculum rate.

E. A member required to attend an IEP conference outside the scheduled workday shall be paid at the curriculum rate for each hour of attendance.

F. A step increase and horizontal movement on the salary schedule, for eligible employees, shall apply for each year of service during the term of this Agreement. No missed steps as a result of prior contractual agreements shall be applied. The parties understand and agree that a teacher’s years of actual service and placement on the salary schedule will not necessarily match.

G. Supplemental salaries shall be paid according the supplemental salary schedules attached hereto as Exhibits B and C. Increases to the supplemental salary schedule shall be applied based upon the percentage increases to the salary schedule.

H. The Board shall designate each member's mandatory contribution to the State Teachers Retirement System of Ohio as "picked-up" by the Board although they shall continue to be designated as member contributions. The amount of the members' income reported by the Board as subject to federal and state income tax shall be the members total gross income reduced by the then current percentage amount of the member's mandatory STRS contribution. No member's total salary shall be increased by such "pick-up," nor shall the Board's total contribution to STRS be increased thereby. There shall be no increase to the Board, except administrative costs necessary to implement this program.

The members of the bargaining unit acknowledge that the Board is not liable as the result of the implementation of this program and that the employee shall assume any liability as the result of an adverse ruling by the Internal Revenue Service. If there is an adverse determination by the Courts or the Internal Revenue Service, this pick-up provision shall become null and void.

I. The District will pay members of the bargaining unit on a semi-monthly schedule. Paychecks will be directly deposited on the tenth (10th) and twenty-fifth (25th) of the month, except in the event either date falls on a holiday or weekend. In that event, paychecks shall be directly deposited on the previous business day.

J. Member's share of the monthly insurance premiums shall be processed through a Section 125-A Internal Revenue Code Plan.

K. All bargaining unit members shall utilize electronic direct deposit.

L. Members who have attained or reach thirty-two (32) years of service shall receive a one-time bonus of twelve hundred fifty dollars ($1,250.00). This bonus is not otherwise payable for years of service over 30.

ARTICLE 38 – EMERGENCY PERIOD SUBSTITUTES

A. In the event substitutes are not available, members will be asked to volunteer to serve as period substitutes during their regularly scheduled preparation periods.

B. Requests for period substitutes shall be made as far ahead as reasonable.

C. In the event no one volunteers, the principal will assign members on planning time on a rotating basis to serve as a period substitute.

D. When events scheduled by the board and/or administration require a member to be away from his/her teaching assignment, an attempt will be made to provide a substitute for his/her classroom periods.

E. Any member assigned to or volunteering for such assignment will be paid at the curriculum rate per preparation period with a minimum of one (1) hour paid occurrence.

F. Class absorption, as defined as a member or members temporarily adding a class or a portion of a class into their existing classroom when the district cannot find a substitute teacher, will be compensated at the curriculum rate with a minimum of one (1) hour paid per occurrence.

ARTICLE 39 – BONUS FOR ATTENDANCE

A. Professional leave days taken shall not count as a missed day.

B. The following bonus incentive shall be applicable;

1. In an attempt to assure a high level of classroom instruction and to recognize the dedication of members, when members are absent on four (4) or fewer days during a school year they will be paid a one thousand dollar ($1,000.00) stipend included in the first pay in July.

SECTION 5 – DURATION

ARTICLE 41	PROVISIONS CONTRARY TO LAW	51
ARTICLE 42	REOPENER PROVISION	51
ARTICLE 43	EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL	51
ARTICLE 44	LENGTH OF CONTRACT	52

ARTICLE 41 – PROVISIONS CONTRARY TO LAW

Except as specifically provided herein, if any provisions of this Contract shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the Contract.

ARTICLE 42 – REOPENER PROVISION

If mutually agreed to by the parties, the contract or any part thereof may be renegotiated prior to the termination of the effective date of same. Negotiation shall begin within ten (10) days of the agreement to renegotiate on those specific items mutually agreed to reopen.

ARTICLE 43 – EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL

A. The Board is authorized to fill any certificated vacancy, for which no qualified application is received, with a previously retired certificated applicant (*i.e.*, retired from any public school district in Ohio, including the Wilmington City School District) subject to conditions provided below. A separate agreement, Exhibit D will be completed by a successful candidate.

B. For purposes of salary schedule placement, a previously retired teacher ("PRT") will be granted a maximum of five (5) years' service credit upon initial employment. A PRT may not advance beyond Step 5 on the certificated salary schedule.

C. PRTs will be credited with all earned training/education for purposes of salary schedule placement.

D. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal.

E. PRTs may be re-employed from year to year under limitations described in paragraph D., above, with Board approval, but shall not be eligible for continuing contract status.

F. For purposes of Article VII., Reduction in Force, PRTs will be subject to reduction prior to those holding non-retired limited contracts.

G. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.

H. PRTs will not be eligible for the annual stipend for waiving the District's insurance coverage. PRTs are eligible for group life insurance offered to all members of the bargaining unit.

I. PRTs will be entitled to the use of ten (10) days of paid sick leave per school year.

J. PRTs will be considered members of the bargaining unit and shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

K. The provisions of this Article are intended to supersede all contractual and statutory employment and reemployment provisions including, but not limited to, a teacher's entitlement to a continuing contract as provided in R.C. §§3319.08 and 3319.11.

ARTICLE 44 – LENGTH OF CONTRACT

A. Unless otherwise indicated, this Contract shall commence on July 1, 2024 and terminate on June 30, 2027.

B. The terms of this agreement shall then be effective from July 1, 2024 and continue in full force and effect until midnight, June 30, 2027.

WILMINGTON CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____ President

By: _____ Treasurer

By: _____ Superintendent

By: _____ Team Member

By: _____ Team Member

By: _____ Team Member

By: _____ Team Member

By: _____ Team Member

By: _____ Team Member

WILMINGTON EDUCATION ASSOCIATION

By: _____ Co-President

By: _____ Co-President

By: _____ Team Member

By: _____ Team Member

By: _____ Team Member

By: _____ Team Member

By: _____ Team Member

By: _____ Team Member

52

JOINT STATEMENTS OF INTENTIONS

1) The Board and WEA shall agree to form a committee to address issues regarding the Every Student Succeeds Act ("ESSA") and related directives from the Ohio Department of Education and Workforce. The committee shall include three (3) WEA members, appointed by the WEA President and three (3) administrators, appointed by the Superintendent. This committee shall not have authority to negotiate wages and/or terms and conditions of employment. If meetings are held outside the school day, participants shall be compensated at the teacher curriculum rate.

2) The Board and WEA will collaborate on how to provide training to staff members on diversity issues/non-discrimination and best practices to address bullying and harassment, in accordance with Board Policies. If meetings are held outside the school day, participants shall be compensated at the teacher curriculum rate.

3) The Board and WEA agree to collaboratively meet throughout the 2017-2018 school year to address issues related to student discipline and teacher safety. A special Committee consisting of three (3) WEA members, appointed by the WEA President and three (3) administrators, appointed by the Superintendent, will be formed to address these issues. The Committee will meet on a schedule to be determined at the start of the 2017-2018 school year. The Committee will be authorized to recommend staff training/staff development and other resources to assist teachers. This committee shall not have authority to negotiate wages and/or terms and conditions of employment. If meetings are held outside the school day, participants shall be compensated at the teacher curriculum rate.

SECTION 6 – FORMS

ISSUE RESOLUTION FORMS
- Form A 55
- Form B 56
- Form C 57
- Form D 58
- Form E 59
- Form F 60

Form A

WILMINGTON SCHOOL DISTRICT
STEP ONE ISSUE RESOLUTION

DATE SUBMITTED:___________________

NAME:_______________________________ POSITION:_____________________

SCHOOL:_____________________________ PRINCIPAL:____________________

Briefly state the problem, indicating the date issue arose and provisions of the agreement allegedly violated.

Remedy Sought:

SIGNATURE:_________________________

Did you discuss this issue with your Principal/Supervisor as required by Step Zero of the Issue Resolution Procedure prior to filing this forms? ________________. Please give date __________ _______and name of person with whom you discussed the issue:____________________________ ______.

- -

STEP TWO RESPONSE (within seven days of meeting):

DATE:_____________ SIGNATURE:_______________________________

Original to: Principal
Copies to: Member, Association, Superintendent

Form B

WILMINGTON SCHOOL DISTRICT
STEP THREE ISSUE RESOLUTION

NAME:_____ DATE:_____

The disposition of this issue at Step Two has not been satisfactory. I find it necessary to appeal this issue to Step Three for the following reasons:

SIGNED:_____

STEP FOUR RESPONSE (within seven days of meeting):

DATE:_____ SIGNED:_____

Original to: Superintendent
Copies to: Member, Association, Principal

Form C

WILMINGTON SCHOOL DISTRICT
STEP FIVE ISSUE RESOLUTION
(to be filed within seven days of receipt of Step Four decision)
FOR BOARD POLICY ISSUES

NAME:_____ DATE:_____

The disposition of this issue at Step Four has not been satisfactory. I find it necessary to appeal this issue to Step Five for the following reasons:

SIGNED:_____

STEP SIX RESPONSE (within seven days of meeting):

DATE:_____ SIGNED:_____

Original to: Board
Copies to: Member, Association, Principal, Superintendent

Form D

WILMINGTON SCHOOL DISTRICT
REQUEST FOR ISSUE MEDIATION
FOR CONTRACT ISSUES

NAME:_____ DATE:_____

The disposition of this issue at Step Four has not been satisfactory. I wish to submit this issue to voluntary mediation.

DATE:_____ SIGNED:_____

The administration agrees to join with the Association in submitting the member's issue to voluntary mediation and will contact FMSC for assignment of a mediator.

DATE:_____ SIGNED:_____

Original to: Superintendent
Copies to: Member, Association, Principal

Form E

MUTUAL ISSUE RESOLUTION OUTLINE

ISSUE IDENTIFICATION: (Contract concern)

ISSUE FOCUS: (The *Who, What, Where, When* that raised the issue)

ISSUE STATEMENT: (Non-leading question that provides for multiple solution possibilities and if answered, solves the issue.)

INTERESTS: (*Why* the issue is a problem, use bulleted statements)

Form F

WILMINGTON SCHOOL DISTRICT
REQUEST FOR ARBITRATION
FOR CONTRACT ISSUES

NAME:_____ DATE:_____

The disposition of this issue at Step Four has not been satisfactory. I find it necessary to appeal this issue to arbitration for the following reasons:

DATE:_____ SIGNED:_____

Original to: Association
Copies to: Member, Principal, Superintendent, Board

SECTION 7 - SALARY SCHEDULES

Certified Salary Schedule 2024-2027, Exhibit A	62
Additional Duty Schedule 2024-2027, Exhibit B	65
Curriculum 2021-2022, Exhibit C	68
Retire/Rehire Agreement, Exhibit D	69

WILMINGTON CITY SCHOOLS
Certified Salary Schedule
2024-25

YEARS OF EXP.	II A.B. DEGREE	III A.B. +15*	IV A.B. +30*	V MASTERS A.B. +45 **	VI MASTERS +15***
0	43,211	45,480	47,748	50,017	52,285
1	45,480	47,748	50,017	52,285	54,556
2	47,748	50,017	52,285	54,556	56,822
3	50,017	52,285	54,556	56,822	59,091
4	52,285	54,556	56,822	59,091	61,362
5	54,556	56,822	59,091	61,362	63,628
6	56,822	59,091	61,362	63,628	65,898
7	59,091	61,362	63,628	65,898	68,168
8	61,362	63,628	65,898	68,168	70,433
9	63,628	65,898	68,168	70,433	72,703
10	65,898	68,168	70,433	72,703	74,971
11	68,168	70,433	72,703	74,971	77,240
12		72,703	74,971	77,240	79,508
13			77,240	79,508	81,777
15	74,971	77,240	79,508	81,777	84,045
20	77,240	79,508	81,777	84,045	86,314
25	79,508	81,777	84,045	86,314	88,583
30	81,777	84,045	86,314	88,583	90,851

*All additional hours are semester hours.
**All 45 semester hours must be graduate level.
***All 15 semester hours must be graduate level and earned after Masters' degree.

WILMINGTON CITY SCHOOLS
Certified Salary Schedule
2025-26

YEARS OF EXP.	II A.B. DEGREE	III A.B. +15*	IV A.B. +30*	V MASTERS A.B. +45 **	VI MASTERS +15***
0	44,507	46,844	49,180	51,517	53,853
1	46,844	49,180	51,517	53,853	56,192
2	49,180	51,517	53,853	56,192	58,527
3	51,517	53,853	56,192	58,527	60,863
4	53,853	56,192	58,527	60,863	63,202
5	56,192	58,527	60,863	63,202	65,537
6	58,527	60,863	63,202	65,537	67,874
7	60,863	63,202	65,537	67,874	70,212
8	63,202	65,537	67,874	70,212	72,545
9	65,537	67,874	70,212	72,545	74,883
10	67,874	70,212	72,545	74,883	77,220
11	70,212	72,545	74,883	77,220	79,556
12		74,883	77,220	79,556	81,893
13			79,556	81,893	84,229
15	77,220	79,556	81,893	84,229	86,566
20	79,556	81,893	84,229	86,566	88,903
25	81,893	84,229	86,566	88,903	91,239
30	84,229	86,566	88,903	91,239	93,576

*All additional hours are semester hours.
**All 45 semester hours must be graduate level.
***All 15 semester hours must be graduate level and earned after Masters' degree.

WILMINGTON CITY SCHOOLS
Certified Salary Schedule
2026-27

YEARS OF EXP.	II A.B. DEGREE	III A.B. +15*	IV A.B. +30*	V MASTERS A.B. +45 **	VI MASTERS +15***
0	45,842	48,249	50,655	53,062	55,469
1	48,249	50,655	53,062	55,469	57,878
2	50,655	53,062	55,469	57,878	60,282
3	53,062	55,469	57,878	60,282	62,689
4	55,469	57,878	60,282	62,689	65,098
5	57,878	60,282	62,689	65,098	67,502
6	60,282	62,689	65,098	67,502	69,910
7	62,689	65,098	67,502	69,910	72,318
8	65,098	67,502	69,910	72,318	74,721
9	67,502	69,910	72,318	74,721	77,129
10	69,910	72,318	74,721	77,129	79,536
11	72,318	74,721	77,129	79,536	81,943
12		77,129	79,536	81,943	84,349
13			81,943	84,349	86,756
15	79,536	81,943	84,349	86,756	89,163
20	81,943	84,349	86,756	89,163	91,569
25	84,349	86,756	89,163	91,569	93,976
30	86,756	89,163	91,569	93,976	96,383

*All additional hours are semester hours.
**All 45 semester hours must be graduate level.
***All 15 semester hours must be graduate level and earned after Masters' degree.

Base Salary $43,211

Wilmington Schools Additional Duty Schedule 2024-25

Boys Varsity Football	1	$6,356		Girls M.S. Volleyball (8th)	8	$2,640
Boys Varsity Basketball	1	$6,356		Boys Middle School Wrestling	8	$2,640
Marching Band Director	1	$6,356		WMS Cross Country Coach	8	$2,640
Girls Varsity Basketball	1	$6,356		Boys 8th Grade Football	8	$2,640
Boys Varsity Wrestling	1	$6,356		Boys 7th Grade Football	8	$2,640
Girls Varsity Wrestling	1	$6,356		Girls Assistant Track	8	$2,640
				Marching Band Advisors (3)	8	$2,640
Weight Room Manager	2	$5,514		Swimming HS Asst.	8	$2,640
Open Gym Supervisor-Boys/Girls	2	$5,514		Girls Reserve Softball	8	$2,640
Faculty Manager	2	$5,514		Wrestling Middle School Asst.	8	$2,640
Site Manager	2	$5,514		Football Middle School Asst.	8	$2,640
				Volleyball 7th Grade	8	$2,640
Girls Varsity Volleyball	3	$4,415				
Boys High School Soccer	3	$4,415		MS Cheer Advisor - Fall	9	$1,831
Girls High School Soccer	3	$4,415		MS Cheer Advisor - Winter	9	$1,831
Varsity Baseball	3	$4,415				
Boys Varsity Track	3	$4,415		LPDC Chair	10	$1,784
Girls Head Track	3	$4,415				
Varsity Softball	3	$4,415		Student Council Advisor HS	11	$1,762
Varsity Lacrosse	3	$4,415		E-Sprots Club Advisor	11	$1,762
Asst. Varsity Football	4	$3,776		Boys Reserve Tennis	12	$1,664
Asst Marching Band Director	4	$3,776		Girls Reserve Tennis	12	$1,664
Varsity Cheerleader - Fall	4	$3,776				
Varsity Cheerleader - Winter	4	$3,776		Reserve Golf	12	$1,664
Boys Reserve Wrestling	4	$3,776		JV /Freshman Cheer	12	$1,664
Boys Reserve Basketball	4	$3,776		JV Lacrosse	12	$1,664
Girls Reserve Basketball	4	$3,776				
Boys Varsity Basketball Asst.	4	$3,776		Technical Supervisor-Musical	13	$1,512
Girls Varsity Basketball Asst.	4	$3,776		Spring Musical Director	13	$1,512
Boys Varsity Tennis	4	$3,776		Choral Director M.S.	13	$1,512
Girls Varsity Tennis	4	$3,776		Band Director M.S.	13	$1,512
Boys Varsity Golf	4	$3,776		Academic Quiz Advisor	13	$1,512
Girls Varsity Golf	4	$3,776		Power of the Pen	13	$1,512
Cross Country Head Coach	4	$3,776		Class Advisor-Junior	13	$1,512
Boys Varsity Bowling	4	$3,776		Class Advisor-Senior	13	$1,512
Girls Varsity Bowling	4	$3,776		Yearbook Advisor	13	$1,512
				Newspaper Advisor	13	$1,512
Choral Director - HS	5	$3,418		Student Council Advisor M.S.	13	$1,512
Varsity Swimming	5	$3,418		Project Trust Coordinator	13	$1,512
Boys Reserve Soccer	5	$3,418				
Girls Reserve Soccer	5	$3,418		Class Advisor-Freshman	15	$760
Band Director - HS	5	$3,418		Class Advisor-Sophomore	15	$760
				Student Council Elementary	15	$760
Auditeria Site Manager	6	$3,329				
				Drama Production 3rd Performance	16	$757
Girls 9th Grade Basketball	7	$3,238				
Boys 9th Grade Basketball	7	$3,238		Club Advisors		
Boys 9th Grade Head Football	7	$3,238		Interact	17	$694
				National Honor Society-HS/MS	17	$694
Boys 9th Grade Football Asst.	8	$2,640		Phi Delta Sigma	17	$694
Drama Coach	8	$2,640		Art Club WMS	17	$694
Boys 8th Grade Basketball	8	$2,640		Art Club-H.S.	17	$694
Boys 7th Grade Basketball	8	$2,640		Yearbook Advisor WMS	17	$694
Boys Reserve Baseball	8	$2,640				
Boys Freshman Baseball	8	$2,640		Resident Educator Mentor		$500
Boys Assistant Track	8	$2,640				
Girls Reserve Volleyball	8	$2,640		Virtual Learning Academy (per student)		$371
High School Wrestling Asst.	8	$2,640		Virtual Learning Semester		$232
Girls 8th Grade Basketball	8	$2,640				
Girls 7th Grade Basketball	8	$2,640		Project Trust Mentor (up to 4)		$100
Girls Middle School Track	8	$2,640				
Boys Middle School Track	8	$2,640		Curriculum Rate		$29.35
Number of people hired in each job is determined by the recommendation of the appropriate administrator						

Base Salary $44,507

Wilmington Schools Additional Duty Schedule 2025-26

Boys Varsity Football	1	$6,547		Girls M.S. Volleyball (8th)	8	$2,719
Boys Varsity Basketball	1	$6,547		Boys Middle School Wrestling	8	$2,719
Marching Band Director	1	$6,547		WMS Cross Country Coach	8	$2,719
Girls Varsity Basketball	1	$6,547		Boys 8th Grade Football	8	$2,719
Boys Varsity Wrestling	1	$6,547		Boys 7th Grade Football	8	$2,719
Girls Varsity Wrestling	1	$6,547		Girls Assistant Track	8	$2,719
				Marching Band Advisors (3)	8	$2,719
Weight Room Manager	2	$5,680		Swimming HS Asst.	8	$2,719
Open Gym Supervisor-Boys/Girls	2	$5,680		Girls Reserve Softball	8	$2,719
Faculty Manager	2	$5,680		Wrestling Middle School Asst.	8	$2,719
Site Manager	2	$5,680		Football Middle School Asst.	8	$2,719
				Volleyball 7th Grade	8	$2,719
Girls Varsity Volleyball	3	$4,548				
Boys High School Soccer	3	$4,548		MS Cheer Advisor - Fall	9	$1,886
Girls High School Soccer	3	$4,548		MS Cheer Advisor - Winter	9	$1,886
Varsity Baseball	3	$4,548				
Boys Varsity Track	3	$4,548		LPDC Chair	10	$1,838
Girls Head Track	3	$4,548				
Varsity Softball	3	$4,548		Student Council Advisor HS	11	$1,815
Varsity Lacrosse	3	$4,548		E-Sprots Club Advisor	11	$1,815
Asst. Varsity Football	4	$3,889		Boys Reserve Tennis	12	$1,714
Asst Marching Band Director	4	$3,889		Girls Reserve Tennis	12	$1,714
Varsity Cheerleader - Fall	4	$3,889				
Varsity Cheerleader - Winter	4	$3,889		Reserve Golf	12	$1,714
Boys Reserve Wrestling	4	$3,889		JV /Freshman Cheer	12	$1,714
Boys Reserve Basketball	4	$3,889		JV Lacrosse	12	$1,714
Girls Reserve Basketball	4	$3,889				
Boys Varsity Basketball Asst.	4	$3,889		Technical Supervisor-Musical	13	$1,557
Girls Varsity Basketball Asst.	4	$3,889		Spring Musical Director	13	$1,557
Boys Varsity Tennis	4	$3,889		Choral Director M.S.	13	$1,557
Girls Varsity Tennis	4	$3,889		Band Director M.S.	13	$1,557
Boys Varsity Golf	4	$3,889		Academic Quiz Advisor	13	$1,557
Girls Varsity Golf	4	$3,889		Power of the Pen	13	$1,557
Cross Country Head Coach	4	$3,889		Class Advisor-Junior	13	$1,557
Boys Varsity Bowling	4	$3,889		Class Advisor-Senior	13	$1,557
Girls Varsity Bowling	4	$3,889		Yearbook Advisor	13	$1,557
				Newspaper Advisor	13	$1,557
Choral Director - HS	5	$3,520		Student Council Advisor M.S.	13	$1,557
Varsity Swimming	5	$3,520		Project Trust Coordinator	13	$1,557
Boys Reserve Soccer	5	$3,520				
Girls Reserve Soccer	5	$3,520		Class Advisor-Freshman	15	$782
Band Director - HS	5	$3,520		Class Advisor-Sophomore	15	$782
				Student Council Elementary	15	$782
Auditeria Site Manager	6	$3,429				
				Drama Production 3rd Performance	16	$780
Girls 9th Grade Basketball	7	$3,335				
Boys 9th Grade Basketball	7	$3,335		Club Advisors		
Boys 9th Grade Head Football	7	$3,335		Interact	17	$715
				National Honor Society-HS/MS	17	$715
Boys 9th Grade Football Asst.	8	$2,719		Phi Delta Sigma	17	$715
Drama Coach	8	$2,719		Art Club WMS	17	$715
Boys 8th Grade Basketball	8	$2,719		Art Club-H.S.	17	$715
Boys 7th Grade Basketball	8	$2,719		Yearbook Advisor WMS	17	$715
Boys Reserve Baseball	8	$2,719				
Boys Freshman Baseball	8	$2,719		Resident Educator Mentor		$500
Boys Assistant Track	8	$2,719				
Girls Reserve Volleyball	8	$2,719		Virtual Learning Academy (per student)		$382
High School Wrestling Asst.	8	$2,719		Virtual Learning Semester		$239
Girls 8th Grade Basketball	8	$2,719				
Girls 7th Grade Basketball	8	$2,719		Project Trust Mentors (up to 4)		$100
Girls Middle School Track	8	$2,719				
Boys Middle School Track	8	$2,719		Curriculum Rate		$30.23
Number of people hired in each job is determined by the recommendation of the appropriate administrator						

Base Salary $45,842

Wilmington Schools Additional Duty Schedule 2026-27

Boys Varsity Football	1	$6,743		Girls M.S. Volleyball (8th)	8	$2,801
Boys Varsity Basketball	1	$6,743		Boys Middle School Wrestling	8	$2,801
Marching Band Director	1	$6,743		WMS Cross Country Coach	8	$2,801
Girls Varsity Basketball	1	$6,743		Boys 8th Grade Football	8	$2,801
Boys Varsity Wrestling	1	$6,743		Boys 7th Grade Football	8	$2,801
Girls Varsity Wrestling	1	$6,743		Girls Assistant Track	8	$2,801
				Marching Band Advisors (3)	8	$2,801
Weight Room Manager	2	$5,850		Swimming HS Asst.	8	$2,801
Open Gym Supervisor-Boys/Girls	2	$5,850		Girls Reserve Softball	8	$2,801
Faculty Manager	2	$5,850		Wrestling Middle School Asst.	8	$2,801
Site Manager	2	$5,850		Football Middle School Asst.	8	$2,801
				Volleyball 7th Grade	8	$2,801
Girls Varsity Volleyball	3	$4,684				
Boys High School Soccer	3	$4,684		MS Cheer Advisor - Fall	9	$1,943
Girls High School Soccer	3	$4,684		MS Cheer Advisor - Winter	9	$1,943
Varsity Baseball	3	$4,684				
Boys Varsity Track	3	$4,684		LPDC Chair	10	$1,893
Girls Head Track	3	$4,684				
Varsity Softball	3	$4,684		Student Council Advisor HS	11	$1,869
Varsity Lacrosse	3	$4,684		E-Sprots Club Advisor	11	$1,869
Asst. Varsity Football	4	$4,006		Boys Reserve Tennis	12	$1,765
Asst Marching Band Director	4	$4,006		Girls Reserve Tennis	12	$1,765
Varsity Cheerleader - Fall	4	$4,006				
Varsity Cheerleader - Winter	4	$4,006		Reserve Golf	12	$1,765
Boys Reserve Wrestling	4	$4,006		JV /Freshman Cheer	12	$1,765
Boys Reserve Basketball	4	$4,006		JV Lacrosse	12	$1,765
Girls Reserve Basketball	4	$4,006				
Boys Varsity Basketball Asst.	4	$4,006		Technical Supervisor-Musical	13	$1,604
Girls Varsity Basketball Asst.	4	$4,006		Spring Musical Director	13	$1,604
Boys Varsity Tennis	4	$4,006		Choral Director M.S.	13	$1,604
Girls Varsity Tennis	4	$4,006		Band Director M.S.	13	$1,604
Boys Varsity Golf	4	$4,006		Academic Quiz Advisor	13	$1,604
Girls Varsity Golf	4	$4,006		Power of the Pen	13	$1,604
Cross Country Head Coach	4	$4,006		Class Advisor-Junior	13	$1,604
Boys Varsity Bowling	4	$4,006		Class Advisor-Senior	13	$1,604
Girls Varsity Bowling	4	$4,006		Yearbook Advisor	13	$1,604
				Newspaper Advisor	13	$1,604
Choral Director - HS	5	$3,626		Student Council Advisor M.S.	13	$1,604
Varsity Swimming	5	$3,626		Project Trust Coordinator	13	$1,604
Boys Reserve Soccer	5	$3,626				
Girls Reserve Soccer	5	$3,626		Class Advisor-Freshman	15	$806
Band Director - HS	5	$3,626		Class Advisor-Sophomore	15	$806
				Student Council Elementary	15	$806
Auditeria Site Manager	6	$3,532				
				Drama Production 3rd Performance	16	$803
Girls 9th Grade Basketball	7	$3,435				
Boys 9th Grade Basketball	7	$3,435		Club Advisors		
Boys 9th Grade Head Football	7	$3,435		Interact	17	$737
				National Honor Society-HS/MS	17	$737
Boys 9th Grade Football Asst.	8	$2,801		Phi Delta Sigma	17	$737
Drama Coach	8	$2,801		Art Club WMS	17	$737
Boys 8th Grade Basketball	8	$2,801		Art Club-H.S.	17	$737
Boys 7th Grade Basketball	8	$2,801		Yearbook Advisor WMS	17	$737
Boys Reserve Baseball	8	$2,801				
Boys Freshman Baseball	8	$2,801		Resident Educator Mentor		$500
Boys Assistant Track	8	$2,801				
Girls Reserve Volleyball	8	$2,801		Virtual Learning Academy (per student)		$394
High School Wrestling Asst.	8	$2,801		Virtual Learning Semester		$246
Girls 8th Grade Basketball	8	$2,801				
Girls 7th Grade Basketball	8	$2,801		Project Trust Mentor (up to 4)		$100
Girls Middle School Track	8	$2,801				
Boys Middle School Track	8	$2,801		Curriculum Rate		$31.14
Number of people hired in each job is determined by the recommendation of the appropriate administrator						

Department chairpersons, curriculum coordinators and grade level chairpersons will not be responsible for the evaluation of any staff member during the life of this contract. Further, department chairpersons, team leaders, curriculum coordinators and grade level chairpersons shall remain members of the bargaining unit. Compensation for these curriculum positions will increase at the same percentage rate as the BA-0 step increases.

I. **Department Chairpersons**

Business Education	9-12	Language Arts	9-12
Foreign Language	9-12	Mathematics	9-12
Industrial Arts	9-12	Science	9-12
Social Studies	9-12		

Duties/Formula – (salary is total of following factors of responsibility)

1	Curriculum study and writing: Base $225.85 + $44.45/course in operation within department
2	People supervision and organization: $114.72/person in department
3	Equipment, materials, etc Base $225.85 + $225.85 for medium group + $225.85 for a large group NOTE: Medium Group-Business/PE/Science Large Group IA
4	Responsibility in building to Principal $114.72

II. **Curriculum Coordinators**

Art	K-12	Physical Education/Health	K-12
Guidance	K-12	Science	K-5
Home Economics	9-12	Science	6-8
Instrumental Music	6-12	Social Studies	K-5
Language Arts	K-5	Social Studies	6-8
Language Arts	6-8	Unified Arts	6-8
Mathematics	K-5	Vocal Music	K-12
Mathematics	6-8		

Wilmington Schools
Curriculum 2022-23

Department chairpersons, curriculum coordinators and grade level chairpersons will not be responsible for the evaluation of any staff member during the life of this contract. Further, department chairpersons, team leaders, curriculum coordinators and grade level chairpersons shall remain members of the bargaining unit. Compensation for these curriculum positions will increase at the same percentage rate as the BA-0 step increases.

I. **Department Chairpersons**

Business Education	9-12	Language Arts	9-12
Foreign Language	9-12	Mathematics	9-12
Industrial Arts	9-12	Science	9-12
Social Studies	9-12		

Duties/Formula – (salary is total of following factors of responsibility)

1 Curriculum study and writing:
Base $230.36 + $45.34/course in operation within department

2 People supervision and organization:
$117.01/person in department

3 Equipment, materials, etc
Base $230.36 + $230.36 for medium group + $230.36 for a large group
NOTE: Medium Group-Business/PE/Science
Large Group IA

4 Responsibility in building to Principal $117.01

II. **Curriculum Coordinators**

Art	K-12	Physical Education/Health	K-12
Guidance	K-12	Science	K-5
Home Economics	9-12	Science	6-8
Instrumental Music	6-12	Social Studies	K-5
Language Arts	K-5	Social Studies	6-8
Language Arts	6-8	Unified Arts	6-8
Mathematics	K-5	Vocal Music	K-12
Mathematics	6-8		

Duties/Formula – (salary is total of following factors of responsibility)

1 Curriculum study and writing:
Base $230.36 + $45.34/course in operation within study area
NOTE: K-8 – each grade considered once course in subject area (exceptions possible)
H.S. – each course currently being offered

2 Equipment, materials, etc.
Base $230.36 + $230.36 for medium group + $230.36 for large group
NOTE: Medium Group-Art/Music/P.E.; Large Group-Unified Arts

Whether any of the above positions are filled and the number of people hired in each job is determined by the recommendation of the appropriate administrator.

Wilmington Schools
Curriculum 2023-24

Department chairpersons, curriculum coordinators and grade level chairpersons will not be responsible for the evaluation of any staff member during the life of this contract. Further, department chairpersons, team leaders, curriculum coordinators and grade level chairpersons shall remain members of the bargaining unit. Compensation for these curriculum positions will increase at the same percentage rate as the BA-0 step increases.

I. **Department Chairpersons**

Business Education	9-12	Language Arts	9-12
Foreign Language	9-12	Mathematics	9-12
Industrial Arts	9-12	Science	9-12
Social Studies	9-12		

Duties/Formula – (salary is total of following factors of responsibility)

1 Curriculum study and writing:
Base $234.96 + $46.25/course in operation within department

2 People supervision and organization:
$119.35/person in department

3 Equipment, materials, etc
Base $234.96 + $234.96 for medium group + $234.96 for a large group
NOTE: Medium Group-Business/PE/Science
Large Group IA

4 Responsibility in building to Principal $119.35

II. **Curriculum Coordinators**

Art	K-12	Physical Education/Health	K-12
Guidance	K-12	Science	K-5
Home Economics	9-12	Science	6-8
Instrumental Music	6-12	Social Studies	K-5
Language Arts	K-5	Social Studies	6-8
Language Arts	6-8	Unified Arts	6-8
Mathematics	K-5	Vocal Music	K-12
Mathematics	6-8		

Duties/Formula – (salary is total of following factors of responsibility)

1 Curriculum study and writing:
Base $234.96 + $46.25/course in operation within study area
NOTE: K-8 – each grade considered once course in subject area (exceptions possible)
H.S. – each course currently being offered

2 Equipment, materials, etc.
Base $234.96 + $234.96 for medium group + $234.96 for large group
NOTE: Medium Group-Art/Music/P.E.; Large Group-Unified Arts

Whether any of the above positions are filled and the number of people hired in each job is determined by the recommendation of the appropriate administrator.

Exhibit D

RETIRE/REHIRE AGREEMENT

The Wilmington City School District, the Wilmington Education Association and the employee listed agree to the following provisions:

I, _____, will retire under STRS effective June 1, 20__. My last day of work in the 20__-20__school year will be May 25, 20__.

I agree to be rehired AS A TEACHER at Step 0 on the current WEA salary scale for the 20__- 20 school year (at my current education/training column).

I understand that my rehire will be effective for the 20__-20__ school year only, and that my employment with the Wilmington City School District will end at the conclusion of that school year, WITHOUT NOTICE OF NONRENEWAL, as outlined in Article 42, paragraph D of the CBA.

If I elect to continue my employee benefits during the 20__-20__school year, they will cease as of May 31, 20__.

_____ _____

Employee Date

_____ _____

For Wilmington Education Association Date

_____ _____

For Wilmington City School District Date

SECTION 8 – EVALUATION FORMS

OTES Forms	69
Form A: Ohio Teacher Evaluation System – Self Assessment	70
Form B: Professional Growth Plan	72
Form C: Pre-Observation Form	74
Form D: Post-Observation Form	76
Form E: Classroom Teacher Evaluation Report	77
Form F: Ohio Teacher Evaluation System – Final Summative Rating	79
Form G: Improvement Plan	80
Form H: Improvement Plan Evaluation	82
NON-OTES Forms	83
Form I: Pre-Observation Planning Conference	84
Form J: Observation Report	86
Form K: Post-Observation Conference Notes	87
Form L: Guidance Counselor Evaluation Report	88
Form M: Librarian/Media Specialist Evaluation Report	89
Form N: Speech Language Pathologist Evaluation Report	90
Form O: School Psychologist Evaluation Report	91
Form P: Evaluation Report	93
Form Q: Plan of Assistance for Improvement	94
Form R: Optional Evaluation Procedure Checklist	95
Form S: Framework	96

OTES EVALUATION FORMS

Self-Assessment Summary Tool

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

Name: _____

Date: _____

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special population			
Standard 2: Content	• Knowledge of content • Use of content-specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and delivery instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conductive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			

	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

☐ Student ☐ Content ☐ Assessment ☐ Instruction ☐ Learning Environment ☐ Collaboration and Communication ☐ Professional Responsibility and Growth	☐ Student ☐ Content ☐ Assessment ☐ Instruction ☐ Learning Environment ☐ Collaboration and Communication ☐ Professional Responsibility and Growth
Goal #1	**Goal #2**
Specific: Measurable: Attainable: Relevant: Time Bound:	Specific: Measurable: Attainable: Relevant: Time Bound:

☐ Approved

☐ Revise

Principal Signature: _____ Date: _____

Form A

[redacted]

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher and specifically relate to his/her areas of refinement as identified in the teacher's evaluation.

Name:		**School Year:**	

Standard for Goal 1:

- ☐ Student
- ☐ Content
- ☐ Assessment
- ☐ Instruction
- ☐ Learning Environment
- ☐ Collaboration and Communication
- ☐ Professional Responsibility and Growth

Annual Focus	**Date**	**Notes of Progress, Support, Next Steps, Evidence of Student Growth**
SMART Goal 1:	**1st Preconference Check:**	
	2nd Preconference Check:	

Standard for Goal 2:

- ☐ Student

- ☐ Content
- ☐ Assessment
- ☐ Instruction
- ☐ Learning Environment
- ☐ Collaboration and Communication
- ☐ Professional Responsibility and Growth

Annual Focus	Date	Notes of Progress, Support, Next Steps, Evidence of Student Growth
SMART Goal 2:	**1st Preconference Check:**	
	2nd Preconference Check:	

Teacher Signature: Date:

Principal Signature: Date:

Evaluator Signature: Date:

Form B

PRE-OBSERVATION FORM

Teacher Name:

Date:

Complete and bring a copy to the pre-conference

- ☐ Pre-observation form
- ☐ Lesson plan
- ☐ Professional Growth Plan

SMART GOALS: *Relevant notes*
Focus for Learning ***Standard 4: Instruction*** What standards are addressed in the planned instruction? Why is this learning important?
Assessment Data ***Standard 3: Assessment*** What assessment data was examined to inform the planning for the observed lesson and what does this indicate about student learning needs? (also pertains to Assessment for Student Learning)
Prior Content Knowledge/ Sequence/Connections ***Standard 1: Students*** ***Standard 4: Instruction*** ***Standard 2: Content*** What are the connections to previous and future learning? How does this lesson connect to students' real life experience, possible careers, and other disciplines?
Knowledge of Students ***Standard 1: Students***

What information will you consider regarding the student population in preparing your lesson?

Lesson Delivery
Standard 2: Content
Standard 4: Instruction
Standard 6: Collaboration/Communication

How do you plan to engage all students in the content? Include instructional strategies, materials, student groupings, and/or pacing.

Differentiation
Standard 1: Students
Standard 4: Instruction

How will you provide differentiation to meet the instructional needs of individual students?

Resources
Standard 2: Content
Standard 4: Instruction

What resources/materials will be used in instruction?

Classroom Environment
Standard 1: Students
Standard 5: Learning Environment

What opportunities do you take to engage families, the community?

Teacher Signature **Date**

Evaluator **Date**

Form C

POST-OBSERVATION FORM

Teacher:

Date:

Please provide a copy of the following at the time of the post-observation:

- ☐ Completed Post-Observation Form
- ☐ Professional Growth Plan
- ☐ Evidence
- ☐ Data to support your performance

Reflection How would you assess today's lesson? Did it achieve your goals? Please cite examples to support this and ways the lesson could be improved.
Assessment Data *Standard 3: Assessment* How will you use assessment data from the observed lesson to inform your next steps?
Professional Responsibilities *Standard 6: Collaboration and Communication* What opportunities do you take to collaborate with colleagues?
Professional Responsibilities *Standard 7: Professional Responsibility and Growth* Discuss ways you reflect and analyze your teaching?
Professional Responsibilities *Standard 7: Professional Responsibility and Growth* What are some proactive ways you work toward achieving your professional goals?

Teacher Signature Date

Evaluator Signature Date

Form D

Wilmington City Schools
OTES Classroom Teacher Evaluation Report

Teacher Name:	
Grade Level/Content:	
School:	
School Year:	
Evaluator's Name:	

Instructions: Please rate the teacher's performance on any of the ten criteria for which you have appropriate data. Please use the following rating scale:

I = Ineffective **D** = Developing **S** = Skilled **A** = Accomplished **N/O** = Not Observed

Instructional Planning		**Rating 1**	**Rating 2**
1a	Focus for Learning		
1b	Assessment Data		
1c	Prior Knowledge/Sequence/ Connections		
1d	Knowledge of Students		

Instruction & Assessment		**Rating 1**	**Rating 2**
2a	Lesson Delivery		
2b	Differentiation		
2c	Resources		
2d	Classroom Environment		
2e	Assessment of Student Learning		

Professionalism		**Rating 1**	**Rating 2**
3a	Professional Responsibilities		

Evaluator's Signature _____ Date _____

Employee's Signature _____ Date _____

(Signature indicates completion of the appraisal process, but not necessarily agreement.)

*The final summative rating is not indicated on this document. The final summative rating will be provided on or before May 1st (Form F)

Observation One

Area of Reinforcement:

Area of Refinement:

Observation Two

Area of Reinforcement:
Area of Refinement:

Form E

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
As defined above				

Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH
Student Growth Measure of Effectiveness			
As defined above			

Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

Form F

Improvement Plan

Tea

Sch

Wri
exp y of the components of the OTES system. The purpose of the improvement plan is to identify specific

deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement

List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.		
Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance

List specific measureable goals to improve performance. Indicate what will be measured for each goal.		
Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan Pg. 2

Sectio

Descr perfo impro Action	

Section 4: Assistance and Professional Development

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

Date for this improvement Plan to Be Evaluated:_____/_____/_____

Teacher's Signature: _____Date: ____/____/____

Evaluator's Signature: _____Date: ____/____/____

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

Form G

Improvement Plan Evaluation

Teacher Name: _____ Grade Level/subject: _____

School year: _____Building: _____ Date of Evaluation: _____

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

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

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

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

Teacher Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

Form H

NON-OTES EVALUATION FORMS

Wilmington City Schools
Pre-Observation Planning Conference

Administrators will share these questions with the teacher prior to the pre-observation conference. This form may be used by the teacher to make notes in preparation for the pre- observation conference.

Name _____School_____

Grade Level_____Subject_____Date _____

1. Briefly describe the students in this class, including those with special needs. [1b]

2. What are your goals for the lesson? What do you want the students to learn? [1c]

3. Why are these goals suitable for this group of students? [1c]

4. How do these goals support the district's curriculum and state curriculum model? [1a &1c]

5. How do these goals relate to broader goals in the discipline as a whole or in other disciplines? [1c]

Pre-Observation Planning Conference (Cont'd)

6. How do you plan to engage students in the content? Include teaching methods, student groupings and specific activities. [1e]

7. What instructional materials or other resources, if any, will you use? [1d]

8. What difficulties do students typically experience in this area, and how do you plan to anticipate these difficulties? [1a and 1b]

9. How do you plan to assess student achievement of the goals? What procedures will you use? (Attach appropriate tests or performance tasks with scoring guides.) [1f]

10. How do you plan to make use of the results of the assessment? [1e, f]

The following signatures indicate that a pre-observation meeting was conducted and that a copy was given to the teacher.

_____ at _____

Date Time

_____ _____

Employee's Signature Observer's Signature

FORM I

Wilmington City Schools
Observation Report

Administrator: _____ Employee: _____

Date: _____ Class: _____

I. SUMMARY

II. STRENGTHS

III. RECOMMENDATIONS

Employee's Signature_____ Date_____

Administrator's Signature _____ Date_____

(Signature indicates completion of the observation process, but not necessarily agreement.)

FORM J

Wilmington City Schools
Post-Observation Conference Notes
Domain D

[This form will be completed at the post observation conference.]

Name _____ School _____

Grade Level _____ Subject _____ Date _____

1. How would you assess today's lesson? Did it achieve your goals, and can you cite examples to support this and ways the lesson could be improved? [4a]

2. Share with me your system for maintaining records of student achievement. [4b]

3. Cite examples of methods by which you have communicated with parents during the past month/semester/etc. [4c]

4. Describe any work at the district and/or building level in which you have recently participated. [4d, f]

5. Describe for me professional growth opportunities in which you have participated recently. [4e]

6. Describe and evaluate your overall efforts to serve students and their varied needs. [4f]

FORM K

Wilmington City Schools
Guidance Counselor Evaluation Report

Counselor's Name _____ School _____ Grade/Age Level _____

Evaluator's Name _____ School Year _____ Evaluation Conference Date _____

Instructions: Please rate the counselor's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

U = Unsatisfactory B = Basic P = Proficient D = Distinguished N/O = Not Observed

	Domain 1: Planning and Organization	**Rating**		**Domain 2: Assistance to Students**	**Rating**
1a	Establishing priority outcomes for developmental (grade) level		2a	Interpreting test results	
1b	Involving teachers, counselors, administrators, when appropriate		2b	Planning their current and future academic/vocational programs	
1c	Following systematic, comprehensive guidelines for guidance program		2c	Adjusting to school, developing self-concept, acquiring interpersonal skills	
1d	Completing record-keeping tasks		2d	Providing occupational/career information	
1e	Using a variety of methods to disseminate information		2e	Coping with personal/social concerns	

	Domain 3: Assistance to Parent/Guardian	**Rating**		**Domain 4: Assistance to School Staff**	**Rating**
3a	Forming realistic perceptions of student abilities/aptitudes		4a	Serving as consultant/support to meet students' curricular or advisory needs	
3b	Acquiring information about appropriate resources in or out of school		4b	Contributing to curriculum development	
3c	Providing understanding of child/adolescent growth and development		4c	Facilitating smooth transitions for students from grade to grade/ building level	
3d	Initiating parent communication when appropriate		4d	Interpreting data related to student assessment	
3e	Providing family assistance		4e	Actively working with IATs	
3f	Using strategies to encourage student learning		4f	Serving as liaison with other student services	

FORM L

Wilmington City Schools
Librarian/Media Specialist Evaluation Report

Librarian's Name _____ School _____ Grade/Age Levels_____

Evaluator's Name _____ School Year _____ Evaluation Conference Date _____

Instructions: Please rate the librarian's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

U = Unsatisfactory B = Basic P = Proficient D = Distinguished N/O = Not Observed

Domain 1: Planning and Organization		Rating	Domain 2: Library Skills		Rating
1a	Establishing goals for the library		2a	Maintaining print and non-print material in good condition and that is supportive of curriculum	
1b	Implementing/maintaining processes for selecting, processing, inventorying materials		2b	Providing an organized and welcoming environment	
1c	Establishing appropriate schedules for teachers and students		2c	Providing fair and effective supervision of assistants and volunteers	
1d	Completing reports accurately and on schedule		2d	Maintaining written circulation policies and procedures	
1e	Maintains suitable budget and accounting procedures		2e	Incorporated computer assisted instruction	

Domain 3: Instructional Leadership		Rating	Domain 4: School and Community		Rating
3a	Demonstrating knowledge of the curriculum		4a	Promoting positive relationships between the school and parents/ community	
3b	Assisting classroom teachers in obtaining supportive materials		4b	Conducting orientation program for students as necessary	
3c	Developing/maintaining/ improving instructional program of the library		4c	Coordinates and maintains a volunteer program in the library, as appropriate	
3d	Carries out procedures for orientation and supervision of the library		4d	Maintaining good relationships with faculty, parents, students	

FORM M

Wilmington City Schools
Speech Language Pathologist Evaluation Report

Therapist's Name _____ School _____ Grade/Age Level_____

Evaluator's Name _____ School Year _____ Evaluation Conference Date _____

Instructions: Please rate the therapist's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

U = Unsatisfactory B = Basic P = Proficient D = Distinguished N/O = Not Observed

	Domain 1: Planning and Preparation	**Rating**		**Domain 2: The Classroom Environment**	**Rating**
1a	Demonstrating knowledge of content and pedagogy		2a	Creating an environment of respect and rapport	
1b	Demonstrating knowledge of students		2b	Establishing a culture of learning	
1c	Selecting instructional goals based upon diagnostic information and test data		2c	Managing classroom procedures	
1d	Designing coherent instruction		2d	Managing student behavior	
1e	Assessing student learning		2e	Organizing physical space	

	Domain 3: Instruction	**Rating**		**Domain 4: Professional Responsibilities**	**Rating**
3a	Communicating clearly and accurately		4a	Reflecting on teaching	
3b	Using questioning & discussion techniques		4b	Maintaining accurate records	
3c	Engaging students in learning		4c	Communication with families	
3d	Providing feedback to students		4d	Contributing to the school & district	
3e	Demonstrating flexibility & responsiveness		4e	Growing & developing professionally	
3f	Using appropriate multi-sensory cues and prompts		4f	Showing professionalism	

FORM N

Wilmington City Schools
School Psychologist Evaluation Report

School Psychologist's Name _____School_____Grade/Age Level_____

Evaluator's Name _____School Year_____Evaluation Conference Date _____

Instructions: Please rate the school psychologist's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

U = Unsatisfactory B = Basic P = Proficient D = Distinguished N/O = Not Observed

	Domain 1: Planning	**Rating**		**Domain 2: Management and Organization**	**Rating**
1a	Plans, develops, and provides school psychological services which meet identified needs and expectations of students, parents, and administration.		2a	Organizes and manages time.	
1b	Evaluates service(s) programs or specific activities through input from parents, students, and staff/administration; includes input in the service planning process.		2b	Maintains required school psychological files.	
			3c	Manages cases and other assigned responsibilities.	

	Domain 3: Interpersonal Relationships	**Rating**
3a	Communicates in a manner which promotes problem solving and positive relationships with administration, school, parents, and others.	
3b	Works collaboratively and cooperatively with other professionals including supervisor and director.	

	Domain 4: Professional Skills	**Rating**		**Domain 5: Professional Responsibilities**	**Rating**
4a	Selects psychometric measures and techniques demonstrated to be valid and reliable for referral problem/concern.		5a	Follows state and federal regulations and WCS policies regarding Due Process	
4b	Follows publisher guidelines and principles of standardization in the administration, scoring and interpretation of tests and techniques.		5b	Adheres to ethical and professional guidelines as defined by professional organizations such as NASP, OSPA, or APA.	

4c	Writes psychological reports which relate referral problem to evaluation findings and recommendations.		5c	Is knowledgeable of and follows WCS Policies and Procedures.	
4d	Interprets evaluation results and recommendations to parents, teachers and administrators in practical and understandable terms.		5d	Satisfies role expectations of each worksite within the realm of professional practice as defined and agreed upon by staff, district administration, and WCS administration.	
4e	Provides consultation services to school personnel, parents, or students.		5e	Protects confidentiality in all situations related to professional practice.	
4f	Provides counseling services within the scope of training and experience and uses a theoretical model for structuring service delivery.		5f	Communicates with supervisor and/or other professionals regarding common problems and/or legal and ethical concerns.	
4g	Conducts groups where content is planned and organized taking into consideration student ability and interest; engages all students while maintaining order and discipline.		5g	Participates in professional growth and development through coursework and/or seminars, professional reading, and membership in professional organizations.	
4h	Is capable of functioning as a resource for crisis intervention.				
4i	When requested, demonstrates ability to define needs, and designs, implement, and evaluate in-service programs.				
4j	Understands and uses technology to support professional functions.				

FORM O

Wilmington City Schools
Evaluation Report

Evaluator's Name: _____ Employee's Name: _____

Summary Statement of Evaluator

Evaluator's Recommendation(s)

Evaluator's Signature _____ Date _____
Employee's Signature _____ Date _____
(Signature indicates completion of the appraisal process, but not necessarily agreement.)

FORM P

Wilmington City Schools
Plan of Assistance for Improvement

Name _____ Limited K____
School _____ Continuing K_
Assignment _____

You are being placed on the Plan of Assistance for Improvement because of unsatisfactory performance as specified in the deficiencies outlined below. This program is designed to help you correct these deficiencies. If the program is not successfully completed, your future employment in the District may be jeopardized.

Upon successful completion of this program, those areas in the program that were identified as deficient will be monitored for up to one year. If an acceptable level of performance is achieved/maintained, you will be returned to the regular evaluation cycle and the Plan of Assistance will be removed from your personnel file.

I. DESCRIPTION OF DEFICIENCY (specific standards/job description elements)

II. SUPERVISOR'S EXPECTATIONS (how things should look after the deficiency is corrected)

III. RECOMMENDED PROGRAM TO CORRECT DEFICIENCY

IV. CRITERIA TO BE USED FOR MEASURING CORRECTION

V. ASSISTANCE AND RESOURCES TO BE PROVIDED

VI. MONITORING PROCEDURES

VII. DATE WHEN PROGRAM MUST BE COMPLETED

My signature indicates that this program has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond to all issues raised in this program.

_____ _____
Employee's Signature Date

_____ _____
Supervisor's Signature Date

FORM Q

Wilmington City Schools
Optional Evaluation Procedure Checklist
(For Employee Use Only)

Staff Member _____

Evaluator _____

1)____Administrator provides five (5) days notice prior to initial group meeting.

2) _____ Administrator conduct group meeting (September) for the purpose of acquainting certificated personnel with evaluation purposes procedures, and documents including performance rubric.

3) _____Establish schedule for date and time of pre-observation conference, observation and post-observation conference.

4) _____ Meeting between staff member and evaluator at least five (5) work days before the observation for Pre-observation Planning Conference. Discussion will be related to pre-observation planning form questions. (Domain 1)

5)____1st Observation in the classroom. (Domains 2 and 3)

_____2nd Observation in the classroom. (Domains 2 and 3)

6)____ 1st Post-observation conference within ten (10) work days of the observation. (Domain 4)

_____ 2nd Post-observation conference within ten (10) work days of the observation. (Domain 4)

FORM R

F R A M E W O R K

	Unsatisfactory	**Basic**	**Proficient**	**Distinguished**

1a: Demonstrating Knowledge of Content and Pedagogy	Teacher displays little understanding of the subject or structure of the discipline, or of content-related pedagogy.	Teacher's content and pedagogical knowledge represents developing Understanding but does not extend to connection with other disciplines or to possible student misconceptions.	Teacher demonstrates solid understanding of the content and its prerequisite relationships and connections with other disciplines. Teacher's instructional practices reflect current pedagogical knowledge.	Teacher's knowledge of the content and pedagogy are extensive, showing evidence of a continuing search for improved practice. Teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.
1b: Demonstrating Knowledge of Students	Teacher makes little or no attempt to acquire knowledge of students' backgrounds, skills, or interest, and does not use such information in planning.	Teacher demonstrates partial knowledge of students' backgrounds, skills, and interests, and attempts to use this knowledge in planning for the class as a whole.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for groups of students.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for individual student learning.
1c: Selecting Instructional Goals	Teacher's goals represent trivial learning, are unsuitable for students, or are stated only as instructional activities, and they do not permit viable methods of assessment.	Teacher's goals are of moderate value or suitability for students in the class, consisting of a combination of goals and activities, some of which permit viable methods of assessment.	Teacher's goals represent valuable learning and are suitable for most students in the class; they reflect opportunities for integration and most permit viable methods of assessment.	Teacher's goals reflect high-level learning relating to curriculum frameworks and standards; they are adapted, where necessary, to the needs of individual students, and permit viable methods of assessment.
1d: Demonstrating Knowledge of Resources	Teacher is unaware of school or district resources available either for teaching or for students who need them.	Teacher displays limited awareness of school or district resources available either for teaching or for students who need them.	Teacher is fully aware of school and district resources available for teaching, and knows how to gain access to school and district resources for students who need them.	Teacher seeks out resources for teaching in professional organizations in the community, and is aware of resources available for students who need them, in the school, the district, and larger community.
1e: Designing Coherent Instruction	The various elements of the instructional design do not support the stated instructional goals or engage students in meaningful learning, and the lesson or unit has no defined structure.	Some elements of the instructional design support the stated instructional goals and engage students in meaningful learning while others do not. Teacher's lesson or unit has a recognizable structure.	Most of the elements of the instructional design support the stated instructional goals and engage students in meaningful learning, and the lesson or unit has a clearly defined structure.	All of the elements of the instructional design support the stated instructional goals, engage students in meaningful learning, and show evidence of student input. Teacher's lesson or unit is highly coherent and has a clear structure.
1f: Assessing Student Learning	Teacher's approach to assessing student learning contains no clear criteria or standards, and lacks congruence with the instructional goals. Teacher has no plans to use assessment results in designing future instruction.	Teacher's plan for student assessment is partially aligned with the instructional goals and includes criteria and standards that are not entirely clear for students. Teacher uses the assessment to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional goals at least nominally, with clear assessment criteria and standards for students. Teacher uses the assessment to plan for groups of students or individuals.	Teacher's plan for student assessment is fully aligned with the instructional goals, containing clear assessment criteria and standards that are for students but also show evidence of student participation in their development. Students monitor their own progress in achieving the goals.

	Unsatisfactory	Basic	Proficient	Distinguished
2a: Creating an Environment of Respect and Rapport	Classroom interactions, both between the teacher and students and among students, are generally negative or inappropriate and characterized by sarcasm, put-downs or conflict	Classroom interactions, both between the teacher and students and among students, are appropriate and free from conflict but may be characterized by occasional inconsistencies.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine worth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among members of the class.
2b: Establishing a Culture for Learning	The classroom environment reflects only a minimal culture for learning, with only modest or inconsistent expectations for student achievement, little teacher commitment to the subject, and little student commitment to the work.	The classroom environment reflects a developing culture for learning, with modest expectations for student achievement, adequate teacher commitment to the student, and average commitment to the subject.	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students, high expectations for student achievement, and student commitment to work.	Students assume much of the responsibility for establishing a culture for learning in the classroom by being committed to their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates a passionate commitment to the subject.
2c: Managing Classroom Procedures	Classroom routines and procedures are either nonexistent or inefficient, resulting in significant loss of instructional time.	Classroom routine and procedures have been established but function unevenly or inconsistently, with some loss of instructional time.	Classroom routines and procedures have been established and function smoothly.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.
2d: Managing Student Behavior	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor students behavior, and respond to student misbehavior, but these efforts are not always successful.	Teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior. Teacher's monitoring of student behavior is subtle and preventive, and teacher's response to student misbehavior is sensitive to individual students needs.
2e: Organizing Physical Space	Teacher makes poor use of the physical environment, resulting in unsafe or inaccessible conditions for some students or a serious mismatch between the furniture arrangement and the lesson activities.	Teacher's classroom is safe, and essential learning is accessible to all students, but the furniture arrangement only partially supports the learning activities.	Teacher's classroom is safe, and learning is accessible to all students; teacher uses physical resources well and ensures that the arrangement of furniture supports the learning activities.	Teacher's classroom is safe, and students contribute to ensuring that the physical environment supports the learning of all students.

	Unsatisfactory	Basic	Proficient	Distinguished
3a: Communicating Clearly And Accurately	Teacher's oral and written communication contains errors or is unclear or inappropriate to students.	Teacher's oral and written communication contains no errors, but may not be completely appropriate or may require further explanations to avoid confusion.	Teacher communicates clearly and accurately to students, both orally and in writing.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions.
3b: Using Questioning And Discussion Techniques	Teacher makes inadequate use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques reflects an attempt at some high-level questions, true discussion, and evokes moderate student participation.	Teacher's use of questioning and discussion techniques consistently reflects high-level questions, true discussion, and participation by most students.	Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.
3c: Engaging Students in Learning	Few students are intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representations or content, or lack of lesson structure.	Students are somewhat intellectually engaged as a result of activities or materials of uneven quality, inconsistent representations of content, or unevenly structure or pacing.	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.	Students are highly engaged throughout the lesson and make material contributions to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.
3d: Providing Feedback to Students	Teacher's feedback to students is not evident, of poor quality, and/or is not given in a timely manner.	Teacher attempts to provide feedback to students that is accurate, constructive, and timely.	Teacher consistently and successfully provides feedback to students that is accurate, substantive, constructive, specific, and timely.	Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
3e: Demonstrating Flexibility And Responsiveness	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or students' lack of interest, and fails to respond to students' questions; teacher assumes no responsibility for students' failure to understand.	Teacher demonstrates some flexibility and responsiveness to students' needs and interests during a lesson, and seeks to ensure the success of all students. Teacher employs a limited repertoire of instructional strategies.	Teacher seeks ways to ensure successful learning for all students, making adjustments as needed to instruction plans and responding to student interests and questions. Teacher employs an expanded repertoire of instructional strategies.	Teacher is highly responsive to students' interests and questions, making major lesson adjustments if necessary, and persists in ensuring the success of all students. Teacher employs an extensive repertoire of instructional strategies and solicits additional resources.

	Unsatisfactory	Basic	Proficient	Distinguished
4a: Reflecting On Teaching	Teacher does not reflect accurately on the lesson or propose ideas as to how it might be improved.	Teacher's reflection on the lesson is generally accurate, and teacher makes global observations as to how it might be improved.	Teacher reflects accurately on the lesson citing general characteristics, and makes some specific suggestions about how it might be improved.	Teacher's reflection on the lesson is highly accurate and perceptive, citing specific examples; teacher draws on an extensive repertoire to suggest alternative strategies.
4b: Maintaining Accurate Records	Teacher has no system, or an inadequate system, for maintaining accurate instructional and/or non-instructional records, resulting in errors and confusion.	Teacher's system for maintaining accurate instructional and/or non-instructional records is generally efficient.	Teachers system for maintaining accurate instructional and/or non-instructional records is generally efficient, and teacher can readily access said records.	Teacher system for maintaining accurate instructional and/or non- instructional records is efficient, the teacher can readily access said records, and utilizes these records to provide frequent student feedback.
4c: Communicating With Families	Teacher does not comply with school procedures for communicating with families, provides little or no information to families and makes no attempt to engage them in the instructional program.	Teacher complies with school procedures for communicating with families, responds to family-initiated contacts, and makes an effort to engage families in the instructional program.	Teacher complies with school procedures for communicating with families, initiates family contacts, and makes a significant effort to engage families in the instructional program.	Teacher communicates frequently and sensitively with families and successfully engages them in the instructional program.
4d: Contributing to the School and District	Teacher's relationships with colleagues are negative or self-serving. Teacher avoids being involved in district events/projects, as defined in job description.	Teacher's relationships with colleagues are cordial. Teacher participates in school and district events/projects, as defined in job description.	Teacher maintains positive relationships with colleagues and takes the initiative to participate in school and district events/projects, even when not required to be present.	Teacher makes a substantial contribution to school and district events and projects, assuming leadership with colleagues.
4e: Growing and Developing Professionally	Teacher does not participate in professional development activities, even when such activities are clearly needed for the development of teaching skills.	Teacher's participation in professional development activities is limited to those that are required and/or convenient.	Teacher seeks opportunities for professional development to enhance content knowledge and pedagogical skill, and shares this knowledge.	Teacher seeks opportunities for professional development to enhance content knowledge and pedagogical skills and uses this knowledge to provide leadership and impact change.
4f: Showing Professionalism	Teacher's sense of professionalism is low, and teacher contributes to practices that are self-serving or harmful to students. Teacher fails to consistently adhere to building and/or district expectations and guidelines.	Teacher's attempts to serve students based on the best information are genuine but inconsistent. Teacher adheres to building and/or district expectations and guidelines.	Teacher makes genuine and successful efforts to ensure that all students are well served by the school. Teacher assumes additional personal responsibility for non-assigned tasks that extend beyond building and/or district guidelines.	Teacher assumes a leadership position in ensuring that school practices and procedures ensure that all students, particularly those traditionally undeserved, are honored in the school.

FORM S

SECTION 9 – INSURANCE SUMMARY

Appendix 1 – Insurance Summary 105

Your Summary of Benefits

Anthem

Educational Purchasing Council - Wilmington
Blue Access® (PPO)
Effective October 1, 2013

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$250/$500	$500/$1,000
Out-of-Pocket Limit (Single/Family)	$1,500/$3,000	$3,500/$7,000
Physician Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries, allergy serum and injections[1]: o allergy testing	$25/$25 20%	30% 30%
Preventive Care Services Services include but are not limited to: o Medical History o Mammography[1] o Pelvic Exams o Pap testing o PSA tests o Immunizations[1] o Annual diabetic eye exam o Annual Vision and Hearing exams	No copayment/coinsurance	30%
Emergency and Urgent Care **Emergency Room Services** o **facility/other covered services** (copayment waived if admitted) **Urgent Care Center Services**	 $100 $75	 $100 $75
Inpatient and Outpatient Professional Services	15%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: o 60 days for physical medicine/rehab o 180 days for skilled nursing facility	15%	30%
Outpatient Surgery Hospital/Alternative Care Facility o Surgery and administration of general anesthesia	15%	30%

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
An independent licensee of the Blue Cross and Blue Shield Association.
®Registered marks Blue Cross and Blue Shield Association.