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NEGOTIATED AGREEMENT

WOODMORE EDUCATION ASSOCIATION

AND

WOODMORE BOARD OF EDUCATION

JULY 1, 2024 – JUNE 30, 2027

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PART I - A DOCUMENT GOVERNING PROFESSIONAL NEGOTIATIONS IN THE WOODMORE SCHOOL DISTRICT

ARTICLE I. RECOGNITION

A. RECOGNITION OF THE WOODMORE EDUCATION ASSOCIATION

The Woodmore Board of Education, hereinafter referred to as the Board, recognizes the Woodmore Education Association, hereinafter referred to as the Association, affiliated with the Ohio Education Association and the National Education Association, as the exclusive and sole negotiations representative of all licensed personnel, but excluding the Superintendent, Treasurer, Business Manager, principals and other administrators who hold a position for which an administrative or supervisory license is required, auxiliary services personnel, classified personnel, and substitute licensed employees (daily and long-term), for the purpose of bargaining all matters pertaining to wages, hours, terms or other conditions of employment, and the continuation, modification to or deletion of an existing provision of this Agreement.

B. RECOGNITION OF THE WOODMORE BOARD OF EDUCATION

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Woodmore School District and as the employer of all licensed personnel of the school system.

C. RECOGNITION OF THE SUPERINTENDENT

The Association and the Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board.

ARTICLE II. NEGOTIATING PROCEDURES

A. DIRECTING REQUESTS

At any time after March 1, in the year the Agreement expires, the Association or the Board may request a negotiation meeting. The Association requests will be made in writing to the Superintendent and the Board. Board requests will be made in writing to the President of the Association.

B. NEGOTIATION MEETINGS

Within five days after a request for meeting has been submitted by either party, the Board and Association representatives shall agree on a time and place for such meetings. Such meetings shall be held within fifteen days after request unless both parties agree to an extension of time. At this meeting the parties shall exchange their complete and specific proposals. Further meetings shall be scheduled with minimum interruption of school schedules and as frequently as is acceptable to both parties in order to successfully conclude negotiations. If the Board Committee requests meetings to be scheduled during

school hours, the Association representatives will be released from school duties to attend such meetings without loss of pay.

All meetings shall be conducted in closed session. Attendance at such meetings shall be limited to members of the respective negotiating committees plus assistants as provided in Article II-D below.

C. REPRESENTATION

Representative members of the Board shall meet with designated Association representatives to negotiate in good faith. Representation shall be limited to five representatives from the Board and five representatives from the Association. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

D. ASSISTANTS

The parties may call upon competent professionals and lay representatives to consider matters under discussion and to make suggestions. Up to two observers may be used by each party in any negotiation meeting. Such observers shall be without the right to speak during said meetings, except during a caucus.

E. INFORMATION

Upon request and in reasonable time, both prior to and during negotiations, the Board shall provide the Association with information concerning the financial resources of the district.

During the period of negotiations, the Board and the Association agree to provide each other, upon request, all information concerning the issue(s) under discussion.

F. WHILE NEGOTIATIONS ARE IN PROGRESS

1. Recesses

The chief negotiator of either group may recess their group for independent caucus at any time to caucus for a reasonable time period not to exceed one hour, unless the parties mutually agree otherwise.

2. Protocol

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other members as a result of participation in the negotiation process.

3. Item Agreement

As negotiated items receive tentative agreement, they shall be reduced to writing and initialed by each party.

4. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision or an agreed time and place for the next subsequent meeting.

5. Progress Reports

Periodic progress reports may be issued to the public during negotiations, but only if such release has the prior approval of both parties.

ARTICLE III. AGREEMENT

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification by a majority of Association members voting and by a majority of the full membership of the Board, the Board shall adopt a resolution setting forth the agreement and the duration of its several parts. The agreement shall then be signed by the parties and shall become part of the official minutes of the Board. This shall not be construed as board policy. The resulting agreement shall be binding on both parties and the provisions shall be reflected in individual contractual terms. No provisions of the resulting agreement shall discriminate against any staff members in regard to membership or non-membership in the Association.

ARTICLE IV. DISAGREEMENT

A. RESPONSIBILITIES

The parties pledge themselves to negotiate in good faith. In the event of failure to reach agreement, a mediator would be utilized.

B. ADVISORY PANEL

If after sixty (60) calendar days from the first negotiation session agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

The Board and the Association agree that the Federal Mediation shall supersede all other dispute settlement procedures contained in Section 4117.14 of the Ohio Revised Code. This does not limit the Association's right to strike under 4117.14(D)(2) in the Ohio Revised Code (ORC). The Association retains the right to strike for health and safety reasons after compliance with the procedures of ORC 4117 and the ruling of SERB.

ARTICLE V. RIGHTS OF INDIVIDUALS

Nothing in this Document shall prohibit any licensed employee from presenting to the Superintendent or to the Board, views or opinions that are a matter of public concern. Negotiations, however, shall be conducted according to this Document.

Membership in any education organization shall not be required nor denied by the Board or Association as a condition of employment. There shall be no discrimination against employees on the basis of sex, marital status, race, creed, national origin, sexual orientation, gender identity, age or handicap.

ARTICLE VI. RENEGOTIATION

On request of the Board or the Association, following any action by the Ohio General Assembly, changes in Federal Law, changes in rules and regulations of the State Department of Education, or changes in the financial status of the district, affecting any agreement or part thereof in effect, renegotiation shall occur on any or all of those parts of the Agreement affected by such actions.

ARTICLE VII. PROVISIONS CONTRARY TO LAW

If any provisions of this document or any application of the document to any licensed person or persons shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE VIII. DEFINITIONS

A. "Professional Negotiations" means conferring, discussing and negotiating in good faith by the Board's designated representatives and by the Association through its designated representatives in an effort to reach agreement with respect to wages, hours, terms or other conditions of employment and the continuation, modification, or deletion of any existing provisions of this Agreement.

B. "Good Faith" involves coming to the negotiating table with the intention of negotiations, not for dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process. The obligation of the Board or its representatives and of Association representatives to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

ARTICLE IX. IMPLEMENTATION AND AMENDMENT

A. EFFECTIVE DATE

This Agreement shall become effective and binding upon the parties thereto as of July 1, 2024 and shall continue until 11:59 p.m., June 30, 2027.

B. AMENDMENTS

Amendments to the present contract language will be by mutual agreement. This language shall not preclude interim bargaining or mandatory bargaining required by SERB.

Woodmore Board of Education	Woodmore Education Assoc.
By _____ President	By Megan Sander WEA president
_____ Treasurer	Stacey Martin WEA Vice President
_____ Superintendent	_____
_____	Mary K. Alexander
_____	_____
_____	_____

PART II - NEGOTIATED AGREEMENT

A. MANAGEMENT RIGHTS

The Board hereby retains and reserves without limitations all legal powers, rights, authority, duties and responsibilities to operate and manage the Woodmore Local School District.

The exercise of these powers, rights, authority, duties and responsibilities by the Board shall be limited only by law or the express terms of this Collective Bargaining Agreement.

B. NO STRIKE CLAUSE

During the term of this Agreement, the Association and any and all licensed employees shall not cause, engage in, sanction or assist in any strike. [Legal Reference, ORC 4117.18(C)]

C. COPY OF NEGOTIATED AGREEMENT AND BOARD POLICY

An electronic copy of the Negotiated Agreement shall be provided for each licensed employee via their school email address no later than thirty (30) days following the full execution of the final collective bargaining agreement. The Board shall also provide three (3) photo ready copies of the Agreement in each building.

A Board Policy Manual as well as a copy of the Negotiated Agreement will be available on the District's website.

D. ASSOCIATION RIGHTS

Since the Association is recognized as the sole and exclusive bargaining agent of the professional staff, the Board recognizes that, in order to effectively represent and communicate with the Association members, certain rights are necessary. The Board therefore authorizes the Association the following sole rights:

1. School Facilities

   a. The Association may use the facilities of any building for meetings without fee. Upon request of the Association, the building administrator shall set, with the Association representative, a time and place for meeting(s) so that such meeting(s) does not interfere or compete with any previous authorized activity in said building. For use by the Association of building facilities outside of custodial time, the Association shall follow Board policy.

   b. The Association may use school equipment, upon approval of the building administrator and Superintendent of schools.

   c. The Association may use one bulletin board in the teacher's workroom at each site.

d. The Association may use members' mailboxes for the distribution of notices, circulars, and/or other materials to members of the bargaining unit. The use of the school courier is prohibited.

2. Board Meetings

a. The Association shall receive notification of any regular or special board meetings at the same time as the public is notified. Such notification shall be made to the President/designee of the Association.

b. The Association shall receive copies of the agenda and attachments at the same time as the public.

c. If the Association President/designee wishes to comment on any agenda item while it is being discussed in the meeting of the Board of Education, they may request the opportunity to do so, by giving the Superintendent 24 hours' notice and the specific subject or subjects to be discussed. The 24-hour notice provision shall be waived in the event that a special or emergency meeting is called with less than a 24-hour notice.

3. Employee Lists

a. A list of the names and the addresses of all current licensed members of the bargaining unit shall be provided, upon request, to the Association by the 30th of September each year and shall include names and addresses of newly employed licensed teachers following Board approval of their contracts.

4. Access to Members of Bargaining Unit

a. Duly authorized representatives of the Association and their respective affiliates, after reporting their presence in the building to the office, shall be permitted to transact official Association business on school property at all nonduty times.

b. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association and to no other similar organization.

5. Fair Share **RESERVED The following language regarding Fair Share fee is null and void unless made valid by change in law**.

The Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the Association or such lesser fee as shall be determined necessary by the OEA Executive Director from the pay of all bargaining unit members hired after July 1, 1984, who elect not to remain members.

Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence and checkoff 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 membership dues or such lesser fee as shall be determined necessary by the OEA Executive Director less the amount previously paid through payroll deduction.

Payroll deduction of such fair share fees shall begin with the first paycheck received after January 15 in the years covered by this contract.

Dues, rates and fair share fees shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to transmit all amounts deducted monthly to the Association.

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

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

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.

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the Association, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

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

a. The Board shall give 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 proceedings, (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 action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein;

e. Fee payers shall not be entitled to use the grievance procedure to challenge the fee payer provision of the contract.

6. Dues Deduction

The Treasurer of the Board at no expense to the Association, will, beginning in October, make payroll deductions for Association dues in twenty-two equal amounts, equal to the total dues of each individual, which shall be split between the first and second paychecks of the month from October through August. If an individual's normal payment year does not extend through August, the amount of their dues shall be deducted in equal amounts starting in the month of October through the first pay of the last month of their payment year.

Payroll deductions for the Fund for Children and Public Education (FCPE) contributions will be made provided written authorization from the individual employee to make said deduction is delivered to the Treasurer. FCPE deductions will be made only on the basis of a minimum of $1.00 per month and in whole dollar amounts. FCPE deductions shall be on a continuing basis from year to year unless the individual member notifies the Treasurer otherwise in writing.

7. Membership

a. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

b. Any individual who wishes to cancel their membership must notify the Association President and Association Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that they are forgoing any rights specifically reserved to members of the Association.

8. New Employee Orientation

   a. The Association may participate in the initial planning and orientation meetings for new professional staff members, including the right to place a letter in the principal's packet to all new employees. The Administration and the Association shall mutually develop and present a maximum of one (1) hour orientation for new teachers regarding provisions of the Negotiated Agreement during their orientation meeting at the beginning of the school year. Association representatives shall address teachers for thirty (30) minutes at such meeting; otherwise, the Association shall have the right to address new employees during lunch at their orientation meeting.

9. Released Time for Association Business

   a. A member of the bargaining unit who is engaged during the school day on behalf of the Association in mediation, or arbitration with any representative of the Board shall be released from regular duties, without loss of salary. Such appearance(s) shall not be charged against any other leave in this contract.

PART III - ABSENCES AND LEAVES

A. ACCUMULATED SICK LEAVE

Woodmore licensed employees will be allowed to accumulate 300 sick leave days.

Fifteen days of sick leave shall be credited to each employee annually as earned at the rate of 1-1/4 days per month. Employees who, at the start of the school year, have less than five days accumulated sick leave shall be eligible for five days sick leave on the teacher's first contracted paid day. Said leave will be charged against the sick leave the employee subsequently accumulates until all advanced days have been recovered.

Sick leave may be taken in full day, half-day, or quarter-day increments.

Sick leave shall continue to accrue at the rate of 1-1/4 days per month during a period of sick leave, provided the employee has not been officially separated from the payroll. Sick leave does not accrue during (under) unpaid leaves except for work in connection with leave for professional improvement earned at public universities.

Accumulated sick leave days may be used for bereavement (see Leave for Death in the Family), personal illness or injury, for illness or injury in the immediate family (limited to father, mother, spouse, children, grandparents, grandchildren, step-parents, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, also other persons living in the same household), provided, however, that the member shall not be eligible to use such days while on leave of absence. Members may use their accumulated sick leave allowance as of the first day of their employment even though they have not been able to report for duty on that day.

Accumulated sick leave may be used for maternity leave and paternity leave for up to ninety (90) consecutive days commencing with the date of birth of the child, or in the case of adoption, the date the teacher receives custody of the child if the child is under the age of two (2). If the adopted child is over the age of two (2), the teacher may take up to three (3) consecutive weeks of accumulated sick leave commencing with the date the teacher receives custody of the child. Additional sick leave may be used if the employee is physically unable to perform the tasks of the employment position. The employee shall provide a statement from the physician verifying the employee's inability to work, as well as a release from medical care to return to work.

When a teacher has been on sick leave, they shall be required to:

1. Call the principal by thirty (30) minutes prior to the end of the student day on which they are on sick leave to notify the administrator as to whether the teacher plans on returning to work the following school day.

2. Furnish the Board or designated Administrator with a written signed statement on the Board form to justify the use of sick leave.

3. Provide medical assurance of their ability to resume their duties as such if required.

4. After five (5) consecutive days of sick leave, a teacher shall furnish a written signed statement from a physician as to the nature of the illness, its possible duration and the need to be absent from school.

If the Superintendent calls in a calamity day, and this day occurs during a period in which a teacher is on sick leave, the teacher will not be charged with a sick leave day.

B. SICK LEAVE DONATION

An employee who has exhausted all accumulated paid leave as a result of long- term injury or illness may be granted additional sick leave days through the donation of accumulated unused sick leave by other bargaining unit members who volunteer to do so in accordance with the following guidelines:

1. An employee who meets or will meet the criteria set forth above shall notify the Superintendent of his/her desire to request sick leave donations and shall provide the Superintendent with a doctor's statement certifying the current medical need. If the request is approved by the Superintendent, the Superintendent shall advise the WEA President, in writing, who shall then notify the bargaining unit members of the donation opportunity.

2. Employees who have a balance of at least forty-five (45) sick leave days may donate up to five (5) of their sick leave days by submitting a signed letter to the Treasurer. Donations must be received by the Treasurer within ten (10) calendar days of the Superintendent's approval of the donation request referenced above. Donations will be accepted in units of up to thirty (30) days. Once thirty (30) days have been accumulated, no additional days will be accepted until the thirty (30) donated days are used, then the employee may request days again;

3. Donated days will be applied to the requester in the order they are received;

4. Unused donated sick leave may not result in an increase in severance pay;

5. Sick days will not be accepted from the donor until needed by the approved requester;

6. Any unused donated sick leave days will be returned to the donor(s).

C. SICK LEAVE DONATION, INCLUDING MATERNITY LEAVE

Employees absent for maternity leave shall be eligible to receive sick leave donation days upon exhaustion of sick leave. The additional sick leave days shall not extend beyond six (6) weeks of their maternity leave.

1. Unused donated sick leave may not result in an increase in severance pay;

2. Sick days will not be accepted from the donor until needed by the approved requester.

D. LEAVE FOR DEATH IN FAMILY

Each licensed employee in the Woodmore School District shall be eligible to use sick leave for bereavement on the following basis:

1. If the funeral involves a spouse, child, parent, grandparent, sibling, parent-in-law, grandchildren, step-parents, step-children, son-in-law, daughter-in-law, other persons living in the same household (or with the approval of the Superintendent applying consistent standards), a maximum of five sick days is allowed.

2. If the funeral involves other blood relatives, other in-laws, or step-relatives, time to attend funeral and necessary travel time is granted. For a funeral that is within 300 miles, a maximum of two school days with pay is allowed. For a funeral that is more than 300 miles away, a maximum of three sick days is allowed.

E. JURY/COURT DUTY

A teacher who serves as a juror shall be granted leave without loss of pay or other emoluments for days covered by the jury duty. The teacher shall not be required to remit jury duty pay to the Board.

A teacher who is directed by the Board or its administrative agent(s) to appear in court on behalf of the Board, or in any other job-related capacity, shall receive their regular rate of pay as a bargaining unit member and will not forfeit their personal leave.

F. ASSAULT LEAVE

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical disability resulting from assault under the following conditions. Additionally, the Board may grant within the thirty (30) days, additional time off for mental injury as a result of an assault as documented by the employee's physician. If granted, the employee is required to cooperate with the Board, on all subsequent legal matters pertaining to this incident.

Any licensed member who must be absent from their duties due to disability resulting from an assault, on or off school premises, before, during, or after school hours provided that such assault is also related to, attributable to or arising out of the employment by this system of said member, will be paid their full-schedule compensation for a maximum period of thirty (30) consecutive working days of an adopted school calendar which shall be non-accumulative. If permanently disabled, the member must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "ASSAULT LEAVE."

Before assault leave can be approved, the member shall furnish to the Superintendent a written signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, and the name and address of the victims and witnesses, and a description of the injuries sustained by each

victim of the assault. If medical attention is required or sought, the teacher shall also furnish to the Superintendent a statement of the nature of the disability and the duration of the anticipated leave which has been signed by a physician licensed in the State of Ohio.

Assault leave which is approved by the Superintendent shall not be charged against sick leave earned by the member, or other leave granted under regulations adopted by the Board. The employee may elect to utilize this provision of the contract for absence due to an assault or Workers' Compensation, if applicable, but not both.

G. PERSONAL LEAVE

1. An employee has the right to utilize three (3) personal leave days per school year. The employee shall provide written notification at least three (3) days before the date of such desired leave unless an emergency makes it impossible to do so.

2. The personal leave days shall not be used for the following reasons:

   a. to extend a school scheduled holiday

   b. to work another position for pay.

3. Personal leave is limited to a maximum of 3 persons per building on any one day.

4. Personal leave may be taken in full day, half-day, or quarter-day increments.

5. Employees will not use personal leave during the first or last five (5) days of the school year, unless exceptional circumstances justify the use of such leave and such leave is approved by the Superintendent.

H. EMERGENCY LEAVE

1. The Board shall grant requests for the use of emergency leave. One (1) day's emergency leave will be granted on a paid basis per school year, and any additional emergency leave will be unpaid. It is understood that the employee is expected to identify the reason for its use. The following reason(s) apply.

   a. transportation difficulties
   b. flooding of basement or home
   c. fire at home
   d. other similar unavoidable reasons beyond the employee's control.

2. Emergency leave does not require advanced notification. However, the building principal shall be notified as soon as possible by the employee. Emergency leave shall be granted up to five (5) workdays. Any additional days must be approved by the Superintendent.

3. Paid emergency leave will only be granted if all personal leave days have been used.

I. SHORT-TERM UNPAID LEAVE

1. An employee shall be granted one, two, or three days leave without pay. The notification must be submitted one (1) week prior to the date(s) requested.

2. It is understood that this request for leave without pay shall be granted only once during any given school year.

3. This short-term leave does not affect in any way the other leaves that are afforded the employee in Section III of the contract.

4. Unpaid leave ordinarily cannot be combined with other personal leave. However, in special cases, an employee may request short-term unpaid leave in combination with other personal leave. The Superintendent's decision related to the use of unpaid leave combined with other personal leave shall be final.

J. PERSONAL LEAVE INCENTIVE PLAN

Employees will choose whether to convert any remaining personal days as of the last day of the school year into sick leave or, at the employee's request, be paid out at the rate of one hundred and twenty five dollars ($125) per day of remaining personal leave. Employees must notify the Treasurer's office by the last day of the school year to be paid out. If the employee has already accumulated the maximum number of sick leave days, the employee will be automatically paid out.

K. LEAVE OF ABSENCE FOR PERSONAL REASONS

The following are the conditions under which licensed employees may request a leave of absence for personal reasons without pay:

1. Request must be submitted to the Superintendent, via the Principal, with reason clearly explained.

2. Responsibility for approval or disapproval of the request shall rest exclusively with the Board.

3. Leave of absence may be granted as outlined in this contract for illness or parenthood, military, and award trips. Leaves of absences for other reasons including educational, political office, or other purposes may be granted according to the provisions of the Ohio Revised Code. However, leave of absence to take other employment will not be granted.

4. During an approved leave of absence, the teacher will not accumulate additional experience credit for salary increase purposes unless otherwise noted in specific leave sections.

5. If a teacher accepts other employment during the period of approved leave of absence, such action shall be considered a just cause for discharge. Provisions of

this article are not to encompass grants-in-aide, fellowships, assistantships, etc., or employment required for proper livelihood during such study periods.

6. At the discretion of the Board, a teacher may be required to pass a physical examination prior to his/her return from an approved medical leave of absence.

7. An approved leave of absence does not guarantee an employee the same position when their leave expires, but they shall resume the contract status they enjoyed at the start of their leave.

8. This is not to be construed as covering the Association, OEA, or NEA activities although a teacher being duly elected to an office in the foregoing that necessitates a leave of absence may at the option of the Board be granted such leave not to exceed twelve (12) months.

   It is mutually agreed that this leave of absence will be extended only in those instances when it will not interfere with the educational process or increase costs to the Woodmore School System.

L. LEAVE OF ABSENCE FOR ILLNESS OR MATERNITY/PATERNITY

Upon written request of a teacher, a leave of absence will be granted for a period of not more than two consecutive school years where personal illness or other disability is the reason for the request.

Maternity/Paternity leave of absence without pay shall be granted upon written request of the employee, for a period not to exceed one full school year if granted prior to the opening of school; or until the end of the present school year if granted during the first semester of the year; or no longer than the end of the first semester of the next school year if granted during the second semester of a school year.

In any of the above, the leave of absence will only be granted to coincide with the semesters of a school year.

M. LEAVE OF ABSENCE FOR MILITARY

The Woodmore School District shall follow state and federal law concerning military leave. The employee shall be reinstated into their position in the school system with full credit, including the annual increments under the salary schedule, upon written request supported by adequate proof that the licensed employee is fully qualified to perform the duties of the position. The application for reinstatement shall be made no later than ninety (90) days from date of said release or honorable discharge from military service.

N. PROFESSIONAL/EDUCATIONAL/AWARD TRIP LEAVE

A teacher may be granted leave with pay to attend a program, ceremony, or conference at which the teacher will receive a major award, subject to the prior approval of the

Superintendent. Additionally, the Superintendent may authorize payment for costs related to said award trip.

For the purpose of this section, "award trip" shall be defined as one which has been granted to acknowledge professional accomplishments. The days are not to exceed five (5) school days and shall not be counted against any accumulated sick leave or personal days.

A teacher may be granted leave without pay to accompany a spouse on an award trip provided it cannot be taken outside of the school calendar year. This leave shall not be granted more than once in a five-year period.

O. ASSOCIATION DELEGATES TO THE OEA REPRESENTATIVE ASSEMBLY

A maximum of two elected members of the Association shall be granted professional leave with pay to attend the OEA Representative Assembly not to exceed one (1) working day. The Association shall pay the expense for these representatives, and the Association shall reimburse the Board for the substitutes, if needed.

Up to six (6) representatives of the Association, but not more than three (3) from any building, shall be granted professional leave with pay to attend an Association-sponsored conference, workshop or other professional activity provided to Association members not to exceed one (1) workday. The Association shall pay the expense for these representatives and the Association shall reimburse the Board for substitutes, if needed and available. The Superintendent and the WEA President will discuss the logistics of the substitute coverage prior to the registration date.

P. FAMILY MEDICAL LEAVE ACT

An employee with at least twelve (12) months of service and who has worked at least 1,250 hours with the Woodmore Local School District shall be granted up to twelve (12) weeks of unpaid family medical leave per rolling 12-month period (measured forward from the date the employee's first FMLA leave begins for: 1) The birth and first year care of a child; 2) The adoption or foster placement of a child; 3) The serious illness of a spouse, son, daughter, or parent of the employee's family, and 4) The employee's own serious health condition that keeps the employee from performing the essential functions of their job in accordance with the following specifications:

1. The employee shall apply in writing to the Superintendent or their designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if the employee requests a medical leave.

2. The employer may require the employee to use any accrued personal leave for the first or second reasons mentioned in the first paragraph of this section. The employer may require the employee to use any accrued sick or personal leave for the third or fourth reasons mentioned in the first paragraph of this section.

3. While on Family Medical Leave, the employee will continue to receive the same group health coverage that they had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning their leave.

4. Serious health condition is defined as an illness, injury, impairment or mental condition that involves:

    a. Inpatient care in a hospital, hospice, or residential medical facility; or

    b. A serious health condition that involves continuing treatment by a health care provider, including any one or more of the following:

        i. A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

            (1) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

            (2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

        ii. Any period of incapacity due to pregnancy, or for prenatal care.

        iii. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.

        iv. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

5. An employee on Family Medical Leave shall not be entitled to advancement on the salary schedule for the period of absence; however, the employee shall continue to accrue sick leave. When an employee returns from Family Medical Leave, they shall receive any advancement on the salary schedule as other employees receive. If an employee has worked one hundred twenty (120) days in a school year, a full

year of service credit will be granted for purposes of advancing on the salary schedule for the following school year.

6. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, the Board, and the applicant.

7. The employee may request intermittent leave or leave on a reduced schedule. The Board may require the employee to provide certification from a health care provider. The employee will make every attempt to schedule their leave so as not to disrupt school operations.

8. The Board may require the employee to continue taking leave until the end of the semester if the leave will last at least three weeks in duration and the employee would return to work during the three-week period before the end of the semester. If an employee begins leave for a purpose other than their own serious health problem, the Board may require the employee to continue taking the leave until the end of the semester if the leave will last more than two weeks and the employee would return to work during the two-week period before the end of the semester. If an employee begins leave for a purpose other than their own serious health problems during the last three weeks of the semester, and the leave will last more than five working days, the Board may require the employee to continue taking the leave until the end of the semester.

9. This article is based upon the federal legislation entitled The Family Medical Leave Act of 1993. All provisions of this legislation will be complied with according to law.

PART IV - TEACHING CONDITIONS

A. NEW POSITIONS AND/OR VACANCIES - TEACHING CONTRACTS

Whenever a new teaching position is created, or a position which has been filled by a classroom teacher becomes vacant (unless that position is determined by the Board to be eliminated), notice of the vacancy shall be e-mailed to all teachers, providing the vacancy occurs during a month when school is in session and before school is closed for the summer. No offer will be made to fill any such vacancy until the five-day posting period has expired. Current employees shall be interviewed for a vacancy before others outside of the district.

If a new teaching position is created during the summer vacation period, it shall be the responsibility of the Superintendent to inform by letter or by e-mail the WEA President and each teacher who is properly licensed for said position. Teachers who contact the Superintendent within seven (7) calendar days of the postmarked letter or the e-mail will be offered an interview before the position is filled. This applies to new positions only. When a vacancy occurs during the summer in an existing position because a teacher has resigned, retired, or is otherwise unavailable to fill the position, similar provisions will be attempted. However, if the vacancy in an existing position occurs fifteen or fewer days

before the first teacher workday, this will not delay the filling of the position when a qualified applicant becomes available.

When filling any vacancies, the Board retains the right to employ the candidate who is best qualified for the position.

B. NEW POSITIONS AND/OR VACANCIES – SUPPLEMENTAL CONTRACTS

Supplemental contracts shall be for the term of one year and shall automatically expire at the end of one year without the Board having to comply with ORC 3319.11 or ORC 3319.111.

A vacancy shall occur when the Board has determined not to reemploy the same person in the supplemental position or when the Board creates a supplemental position. Fifteen (15) days following distribution by email of a vacancy, employees shall return to the Central Office written notice or shall send an email indicating any supplemental for which they wish to apply.

a. Vacant academic supplemental positions shall be distributed by email by April 1.

b. Vacant fall and winter season athletic supplemental positions shall be distributed by email by April 1.

c. Vacant spring season athletic positions shall be distributed by email by October 1.

d. Supplemental vacancies will be filled in accordance with ORC 3313.53.

e. In the event that there are not enough students participating by the date of the first scheduled contest, as determined by the Board of Education, then the contract shall be deemed null and void and the employee shall be paid on a prorated basis for official practice days.

f. Supplemental contract vacancies occurring after a position has once been filled shall be posted and filled according to this section.

When filling any vacancies, the Board retains the right to employ the candidate who is best qualified for the position.

C. TRANSFER OR REASSIGNMENT

When a teacher wishes to be considered for future assignments to, or reassignments to any administrative position, any teaching position, any special duty assignment, or to any building or grade, they shall submit a written request to the Superintendent, with a copy to their Principal. Prior to filling any vacancy as covered by this paragraph, the Principal shall have a discussion with all applicants involved that they are being considered for the vacancy.

The Superintendent shall consider all requests which are submitted as provided above, and as vacancies occur shall select the person who is the best qualified applicant, whether or not they are a licensed employee in the Woodmore School District.

D. NOTIFICATION OF TEACHER ASSIGNMENT

Teachers under contract during the school year shall be notified in writing or e-mail by the Principal of their tentative assignments for the following school year, not later than the last teacher workday. In the event of a change in assignment, notification of the new assignment shall be given as soon as possible.

It is understood by the Association that teaching assignments are subject to change as the need arises. If there is a change in teaching assignment, written notification via email will be made by an administrator two (2) weeks prior to the first student day of the applicable school year. Any necessary changes in teaching assignment(s) after this date will be made in writing by school email to the teacher and discussed with the individual teacher(s) involved. Involuntary changes in teaching assignments shall not be arbitrary or capricious.

If a teacher is removed from a teaching assignment and placed in a nonteaching position the following procedure will be used: The Superintendent shall meet with the teacher involved at least ten (10) working days prior to such action and shall identify and discuss the reasons for the assignment change.

The teacher may have an Association representative at this meeting.

E. TEACHER SCHEDULE

The Association recognizes the Board's right to scheduling class assignments. As soon as all teachers' schedules for the coming school year have been finalized, the building Principal shall notify all full-time classroom teachers under the Principal's supervision of their assignment, including the subject(s) to be taught.

Final authority for teacher schedules and assignment shall rest with the Superintendent.

F. CLASS LISTS

Secondary teachers shall receive their tentative class lists no later than ten (10) days prior to the first teacher workday at the beginning of the school year. Elementary teachers shall receive their tentative class lists for the next school year no later than the final teacher workday of the current school year. Class lists are subject to change. It will be the responsibility of the teacher to update or correct their class list as the need arises.

G. INSTRUCTION LOAD

1. The administration shall be responsible for the distribution of work among the members of the staff. Such distribution shall be as equitable as possible.

2. Class Size – The pupil-teacher ratio is an important aspect of an educational program. The following are recognized as optimal class size maximums:

PreK	State Ratio	Ind. Tech/Voc. Ed.	**
Art	**	Mathematics	25
Business Education	**	Music (except choirs, Band & orchestra)	30
English	25	Physical Education	30
Foreign Language	25	Science	25
Health	25	Social Studies	25

Special Education - in accordance with State law

**Not to exceed available stations

Optimal class size maximums are defined as class sizes that reflect consistent standards of quality education. The parties agree that every effort will be made to schedule classes within these parameters.

Special education teachers will assist in the formulation and implementation of Section 504 plans, but shall not be responsible for the additional recordkeeping associated with the Section 504 plan.

The above standards shall not restrict the school system from making use of new educational approaches, such as large group instruction and team teaching, cooperatively developed by teachers and administrators.

Prior to the scheduling of classes each year, discussion will occur regarding scheduling and optimal class size for each program area between the Building Principal and the Department Head/Lead Teacher.

If a teacher believes that class size is adversely impacting their ability to effectively instruct students, the teacher should bring this to the attention of the building principal and the WEA President. If the concern is not resolved at this level, the teacher shall bring this concern to the attention of the Superintendent. The Superintendent shall meet with the teacher and the WEA President and respond to the concerns.

3. Each teacher in grades 5 through 12 employed full-time, will have a planned/conference time equal to one period per school day during each school week.

4. If the Board elects to have an eight (8) or more period day at the secondary school, staff members in grades 5 through 12 shall be responsible for a maximum of seven (7) classroom teaching periods.

    a. The following are unique circumstances which teachers may be asked to teach eight (8) class periods:

        i. only one (1) certified/licensed teacher in an area

ii. a large number of given students in a given class
iii. provisions for special courses for identified students
iv. other short-term educational needs.

b. The teaching staff will, in the best interests of the students, yield to these "special circumstances" and teach an eighth class period. The following are instances when the Superintendent, upon the Building Principal's recommendations, may assign a staff member to teach an eighth class period:

i. only one (1) certified/licensed teacher in an area
ii. when all other licensed teachers in one area have already been assigned seven (7) teaching periods
iii. when class size within a subject area would exceed twenty-five (25), or lower number for specialized classes with equipment limitations.

c. Each teacher in grades 5 through 12 employed full-time, for whom it is requested by an administrator and accepted by a teacher to teach eight (8) class periods; and/or teachers who are assigned by an administrator to teach eight (8) class periods, in either case, effectively giving up their planned/conference time, will be compensated for the additional class assignment at 1/8th of their daily rate for each day they are contracted to work.

5. If the Board elects to have a seven (7) period day at the secondary school, staff members in grades 5 through 12 shall be responsible for a maximum of six (6) classroom teaching periods per day exclusive of their thirty (30) minute duty-free lunch.

6. The Board retains the right to determine the number of periods offered during the high school day. If a change in the present status is anticipated, the staff will be consulted for input.

7. All elementary teachers and special area teachers shall have a minimum of 200 minutes of planning/conference time during the student day each week.

When an elementary teacher's class is scheduled for a special class, (art, music, physical education, library, computer), all possible effort will be made to avoid assigning that teacher to recess or other duty during that period.

H. SUBSTITUTING FOR CLASSROOM TEACHERS

PK-12 $25.00/Period (based on an 8 period day)

Teachers may be asked to cover a regular class during their conference period when it is impractical to provide a substitute teacher, provided that there is more than one teacher available to cover the class. Teachers will be asked on a rotating basis whenever possible.

If teachers agree to substitute for another teacher during their conference period, they will be paid at a rate of $25.00 per period.

If a substitute cannot be secured and there is more than one teacher available to cover a class, a class may be split between same grade level teachers, or another same grade level teacher can absorb the entire class. Each teacher who agrees to take any portion of a class of another teacher will be compensated at a rate of $25.00 per period.

The teacher requiring the need for the substitute will be charged for sick leave or personal leave at the same time frame as the teacher receiving the substitute pay. The teacher with the need for the leave will not be charged if the substituting teacher volunteers for the substituting without compensation.

I. CONTRACTS

1. Contracts are between employees and the Board.

2. Each teacher, new to the district, shall receive a one (1) year limited contract and shall be, if renewed, reappointed for up to four (4) more one-year limited contracts. At the end of five (5) one-year limited contracts, if the Board chooses to renew the contract, the teacher shall receive a three (3) year limited contract and each contract thereafter as long as the teacher is renewed by the Board.

3. To be eligible for a continuing contract, a teacher must have taught in the Woodmore School System for three out of the last five years, and must hold one of the following:

    a. A professional, permanent or life teacher's certificate;

    b. A professional educator license who has completed the applicable one of the following:

        i. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt;

        ii. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt.

For teachers who are initially issued an educator's license on or after January 1, 2011, in addition to the foregoing requirements, the teacher must have held an educator's license for at least seven (7) years.

4. When the employee becomes eligible for and applies for a continuing contract under Ohio Revised Code 3319.11, the Board has the option to:

   a. issue a continuing contract; or

   b. issue a one year contract per ORC 3319.11(B)(1), (B)(2), (C)(3) or a two-year limited contract per ORC 3319.11(C)(1), (C)(2), (C)(3) with specific recommendations for improvement. At the end of the one or two-year period, the teacher must be given a continuing contract or be nonrenewed; or

   c. nonrenew under the provisions of Ohio Revised Code 3319.11, excluding the requirements of ORC 3319.11 to review Board compliance with the evaluation procedures of ORC 3319.111. The review shall be limited to a review of Board compliance with the contractual evaluation procedures.

   Continuing contract status will be granted only at the regularly scheduled May Board meeting, and only after the completion of the limited contract on which the teacher is employed.

   Any teacher eligible for a continuing contract shall file an application with the Treasurer by November 1 in the year in which they become eligible for a continuing contract in order to be considered eligible for a continuing contract.

   Teachers eligible for a continuing contract, and receiving a limited contract, will receive written reasons directed at professional improvement from the Superintendent of Schools.

5. Notwithstanding section 3319.11 of the Revised Code, any member of the bargaining unit employed under a limited contract whose regular teaching contract is not to be renewed shall be notified in writing on or before June 1. If notice cannot be given in person by June 1, for the purpose of this subsection, posting such written notice in the U.S. Mail by certified mail, regular mail with a certificate of mailing or other form of delivery with proof of delivery to such teachers last known mailing address prior to June 1 shall constitute "notice" to the member.

6. Bargaining unit members with two (2) or less years' experience shall have limited due process rights concerning nonrenewal. These due process rights shall be limited to an appeal to the Superintendent prior to Board action, and an appeal to the Board in executive session prior to Board action. The action of the Board shall be final and not appealable to any court.

   If the Superintendent decides not to recommend the bargaining unit member for contract renewal, the member shall be notified in writing at least five (5) days prior

to the scheduled board meeting regarding contract recommendation. The bargaining unit member may request a conference with the Superintendent to discuss the recommendation, at which time the Superintendent will provide a complete verbal explanation for the nonrenewal recommendation. The Superintendent may elect to have the evaluator present at this conference. The bargaining unit member may request, in writing, an appeal to the Board. A bargaining unit member may have up to four (4) Association representatives at the conference or Board appeal.

The language in this Article I.6. supersedes Section 3319.11 of the Revised Code.

J. EVALUATION PROCEDURES

1. Definitions:

a. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when teacher performance ratings resulting from performance assessments that are conducted for the current school year are combined with high quality student data that measures student performance to assign an evaluation rating. Final Holistic rating shall be comprised of two (2) evaluation cycles.

b. Evaluation Rating: The final holistic evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this Agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with high quality student data that measures student performance. Each completed evaluation shall result in the assignment of one of the following evaluation ratings to the teacher: "Accomplished," "Skilled," "Developing," or "Ineffective."

c. Evaluation Procedure: The procedural requirements set forth in this Negotiated Agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the ORC and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the ORC.

d. Value-Added Measures (VAM): Value-added analysis is a statistical method that helps educators measure the impact that schools and teachers have on students' academic progress rates from year to year. All value-added measures are not the same. In fact, value-added measures differ from state to state. Effective July 1, 2014 if VAM data is available, it must be used.

e. The "Teacher of Record" is defined as a teacher who:

i. is responsible for assigning the grade to the student, and

ii. is required to have the proper certification and/or licensure to teach the particular subject/grade level for which they have been designated "teacher(s) of record", and

iii. is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course.

2. Application

The teacher evaluation procedure contained in this Negotiated Agreement applies to the following employees of the District:

a. Teachers working under a license issued under Sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

b. Teachers working under a professional or permanent certificate issued under former Section 3319.222 of the Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

c. Teachers working under a permit issued under Section 3319.301 of the Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

3. Evaluators

a. The evaluator must be a full or part-time, credentialed administrator in the district who holds a license designated for being either a principal, assistant principal, superintendent, special education director or curriculum director and successfully completed the state mandated credentialing training on the OTES evaluation model and tools.

b. In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

c. Evaluators must be credentialed at the time of any evaluation, and they must renew the evaluator credentials as required by the State Board of Education. Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating teachers for the evaluation cycle. A list of these evaluators will be provided to the Association President.

4. Evaluation Instrument

The Evaluation Instrument shall be the process and forms used by the teacher's evaluator as per ORC 3319.111, 3319.112 and 3319.114. The Woodmore Local

School Teacher Performance Evaluation forms are located in the Appendices of this Negotiated Agreement.

5. Evaluation Committee

a. The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of regularly reviewing the effectiveness of the procedures, processes and the evaluation instrument for the evaluation of teachers in the district as well as the high-quality student data measures necessary to assess student performance.

b. Committee Composition

i. The committee shall be comprised of three (3) Association members [one (1) elementary, one (1) middle school, and one (1) high school] appointed by the Association Executive Committee and up to three (3) members appointed by the Superintendent or their designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.

ii. Committee members shall serve staggered terms.

c. Committee Operation

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

ii. Members of the committee will receive training in all aspects of OTES, the state adopted Evaluation Framework model, the standards for the teaching profession, teacher of record, and teacher-student data linkage prior to beginning their work. The cost, if any, shall be borne by the Board. Members' leave will be deemed professional leave and she/he will not be charged accrued leave.

iii. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.

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

v. All decisions of the committee will be achieved by majority.

vi. Ground rules will be reviewed annually.

vii. A secretary will be appointed to act as the official recording scribe for committee meetings.

viii. Members of the committee may receive release time for committee work and training. If committee work occurs outside the contracted day, members will be paid $25.00 per hour for evaluation committee work.

ix. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within 5 (five) calendar days following meetings of the committee.

d. Committee Authority

i. The committee will jointly develop, review, and recommend the procedures and processes for teacher evaluation.

ii. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

iii. The Board and the Association shall bargain during regular contract negotiations all elements of the teacher evaluation system that are not expressly prohibited subjects of bargaining, and these negotiations must be satisfactorily completed prior to the implementation of the new evaluation system. Any agreement that is achieved through said negotiation shall be subject to ratification by both parties.

iv. Upon ratification of the evaluation agreement, the Board shall amend its evaluation policy to conform to the terms of the parties' agreement.

v. If a recommendation is made by the committee to change or revise the evaluation procedure or instrument during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

vi. In the event of legislative action by the Ohio General Assembly that in any way impacts on this topic, the parties to this Negotiated Agreement agree to discuss the topic to determine whether adjustments are appropriate and necessary during the term of this Negotiated Agreement. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the Negotiated Agreement, then said recommendation shall be subject to ratification by both parties.

6. Orientation

a. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified

in writing of the name and position of the evaluator who will conduct all components of an evaluation cycle.

b. A teacher newly employed shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day worked in a new assignment.

c. In the event a teacher performs work under the supervision of more than one (1) supervisor, only one (1) supervisor shall be designated as the evaluating supervisor with teacher input.

7. Training

When changes are made to the evaluation procedure, teachers will be given professional development on the teacher evaluation framework and system which shall include the tools, processes, methodology, and the use of high-quality student data.

8. Schedule for Evaluation

a. No teacher shall be evaluated more than once annually.

b. The Board or designated Administrator will evaluate each teacher who received a rating of "Accomplished" on the teacher's most recent evaluation conducted under this section once every three (3) school years, so long as the teacher is making progress on their professional growth plan.

c. The Board or designated Administrator will evaluate each teacher who received a rating of "Skilled" on the teacher's most recent evaluation conducted pursuant to this policy once every two (2) years, so long as the teacher is making progress on their professional growth plan.

d. In any year that a teacher is not formally evaluated as a result of receiving a rating of "Accomplished' or "Skilled" on the teacher's most recent evaluation, an evaluator will conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher.

i. Notwithstanding the foregoing, the teacher may be evaluated in the final year of a limited contract.

A teacher who meets the following requirements will not be evaluated:

ii. The teacher was on leave from the District for fifty percent (50%) or more of the school year in which the evaluation is otherwise scheduled to be conducted.

iii. The teacher has submitted a notice of retirement and that notice has been accepted by the Board not later than the first day of December

of the school year in which the evaluation is otherwise scheduled to be conducted.

e. The performance component of the evaluation shall be conducted and completed no later than May 1 and the teacher being evaluated shall receive a written report of the results of this evaluation not later than May 10, this will be contingent on the release of the state score.

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

9. Criteria for Performance Assessment

a. A teacher's performance shall be assessed based on criteria set forth in Appendix E, (Teacher Performance Evaluation Rubric) of this Negotiated Agreement.

b. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

c. All formal observations and information contained in the teacher performance evaluation report must be supported by evidence.

10. Professional Growth and Improvement Plans

A teacher shall be placed on a professional growth plan or an improvement plan.

a. Teachers who receive a final holistic rating of Accomplished shall submit a self-directed professional growth plan to the evaluator.

b. Teachers who receive a final holistic rating of Developing or Skilled shall develop a professional growth plan in cooperation with their evaluator.

c. Teachers who receive a final holistic rating of Ineffective will be placed on an improvement plan by their credentialed evaluator. In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the improvement plan, the teacher may request a union building representative or mentor to facilitate further discussion between the teacher and the evaluator.

d. Teachers will submit to their evaluator their Professional Growth Plan (Appendix B) by September 30.

e. Professional Growth Plans will be reviewed in pre-conferences and post-conferences.

11. Observations

a. Schedule of Observations

i. At least two (2) observations, and no more than three (3) observations (unless requested by the teacher) shall be conducted. This will consist of a pre-conference, a formal observation (the first observation will be holistic in nature, and the second observation will be a focused observation), and a post-conference.

ii. A formal observation shall last a minimum of thirty (30) consecutive minutes. There shall be at least four (4) weeks between formal observations. If, after the second formal observation, a teacher's performance is found deficient to the extent that an adverse personnel action may result, a third observation will be conducted.

iii. Formal observations will not be scheduled the first or last week of a semester. A member shall not be formally observed the day prior to a holiday, any break from scheduled school days (excluding weekends), or within two (2) working days of their return when the member has had an extended absence of three (3) or more days.

iv. Teachers will be notified a minimum of five (5) work days prior to a scheduled pre-conference.

b. Observation Conference

i. All formal observations shall start with a pre-conference between the evaluator and the teacher in order for the teacher to review the professional growth plan and explain plans and objectives for the work situation to be observed. (Appendix C1)

ii. A post-observation conference shall be held within ten (10) work days after each formal observation. The post conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plans. At the post-observation conference teachers shall be provided one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide additional evidence during this conference. (Appendix C2)

iii. If requested by the teacher, the evaluator shall provide the teacher copies of all written documentation including but not limited to:

notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

12. Walkthroughs

a. A walkthrough is a formative written assessment process that focuses on one (1) or no more than two (2) of the following components resulting in a brief written note(s) or summary:

i. Evidence of planning;
ii. Lesson delivery;
iii. Differentiation;
iv. Resources;
v. Classroom environment;
vi. Student engagement;
vii. Assessment; or
viii. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

b. The teacher shall receive advance electronic or written notification that walkthroughs will be conducted within the next thirty (30) calendar days. If the teacher is on board-approved leave during the time the evaluator sends the notification, the walkthrough shall be rescheduled.

c. The walkthrough shall be at least five (5) consecutive minutes but no more than ten (10) consecutive minutes in duration.

d. A copy of the walkthrough form (Appendix D), including all scripted and/or anecdotal documents relative to the agreed upon focus of the walkthrough, will be provided to the teacher within five (5) work days following the walkthrough.

e. No more than two (2) walkthroughs shall be included per observation cycle. A teacher may request up to one (1) additional walkthrough.

f. Final debriefing data gathered from the walkthroughs must be placed on the form designated in Appendix D.

g. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

13. Calculating the Teacher Performance Rating

a. Written Report

i. Before the evaluation cycle is final, a formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator between April 1 and May 10.

(1) If an evaluator has rated a bargaining unit member as "Developing" or "Ineffective" in a specific area of the evaluation, the teacher will be given the opportunity to present evidence, if available, that may improve the rating. The administrator has sole discretion in deciding whether the evidence provided will improve the teacher's rating.

b. Completion of Evaluation Process

The Final Holistic Rating of a teacher shall be based upon high quality student data that measures student performance and teacher performance that is assessed during the walkthroughs, observations, growth and improvement plans, conferences, and differentiation in a standards-based growth model. Final ratings are determined by a preponderance of evidence based upon the prescribed definitions of Accomplished, Skilled, Developing and Ineffective within the OTES 2.0 rubric. The Rating shall acknowledge the performance of the teacher evaluated. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The Final Holistic Rating 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. The Final Holistic Rating shall be completed between April 1 and May 10, signed by both parties, and then sent to the Superintendent.

c. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be retained by the teacher.

14. Professional Development

a. For one (1) year, the Board shall provide professional development support to Ineffective teachers as set forth in the collective bargaining agreement.

b. The Board shall provide for the allocation of resources to support professional development as set forth in this Agreement.

15. Improvement Plans

a. Teachers who have performance deficiency include:

i. a teacher who is deemed "Ineffective" by a preponderance of educator standard areas on the Teacher Performance Rubric (Appendix E).

ii. a teacher who is deficient in five (5) or more individual components of the evaluation system.

b. All performance deficiencies identified by the evaluator shall be compiled and reported in writing, and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.

c. The evaluator involved shall make written recommendations at the post-observation conference or formal debriefing and otherwise assist the teacher for the purpose of remediation of identified performance deficiencies.

d. The evaluator shall develop a performance-driven improvement plan of identified performance deficiencies at the post-observation conference or formal debriefing and such plan shall be reduced to writing and provided to the teacher within ten (10) working days following the post-observation conference or formal debriefing.

e. The professional improvement plan, a clearly articulated assistance program, shall include:

i. Specific performance expectations, resources and assistance to be provided.

ii. Timelines for its completion.

iii. Resources to be provided to a teacher on a professional improvement plan for the duration of the plan. The plan will outline the materials, human resources, and other programs, books, workshops, etc., that the plan requires. Any costs associated with the improvement plan will be paid for by the Board.

iv. Timeline - A minimum of a four (4) week period of time shall be given to the teacher to meet the requirements, target dates, and dates of review of the plan.

f. Addressing Deficiencies

i. Observations resulting in identification of performance deficiencies shall be followed within five (5) days by a conference between the evaluator and the teacher in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the teacher at the post-observation conference.

ii. The evaluator involved shall assist the teacher in correcting identified deficiencies.

iii. Other deficiencies regarding the teacher's failure to adhere to work rules will follow the Negotiated Agreement.

g. Improvement Plan Implementation

i. An improvement plan can begin after an evaluation containing a preponderance of deficiencies out of the seven (7) standards is received by the teacher. If a recommendation for an improvement plan occurs after being documented in Cycle II of the school year, the plan shall be continued into the next school year.

ii. The District has the discretion to place any teacher on an Improvement Plan following the completion of a full evaluation cycle where deficiencies are identified in five (5) or more individual components of the evaluation system.

iii. Deficiency is defined as a lack of skill in an area of teaching that the teacher's experience and education should demonstrate.

iv. The district will provide the teacher with a trained mentor as appropriate. The mentor will be provided release time to allow for observations with the teacher under an improvement plan.

v. Not later than May 10th of the school year, the evaluator of record will complete a final evaluation report, meet with and provide a copy of it to the teacher. If the final 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.

vi. In implementing such evaluation system and procedures, the district shall conduct all evaluations so as to observe the legal and constitutional rights of licensed personnel, and no recording of the observation will occur without the consent of the licensed personnel.

16. Mentor for Teachers on an Improvement Plan

a. The district will provide teachers under an improvement plan with a trained mentor who is not the credentialed evaluator. The mentor/coach will be provided release time to allow for meetings and/or observations with the teacher.

b. Role of Mentor

The Mentor Teacher must have Continuing Contract status and have a minimum of five (5) consecutive years of teaching experience in the district.

i. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.

ii. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to teachers with the same area of certification/licensure.

iii. The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

iv. The Mentor Teacher does not have a formal evaluation role. The Mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

c. Release Time

Each Mentor Teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the building administrator.

d. Protections

i. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.

ii. A Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

iii. No Mentor Teacher shall be requested or directed to divulge information from the written documentation or confidential Mentor/Mentee discussions.

iv. All interaction, written or oral, between the Mentor Teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the Mentoring Teacher shall constitute grounds for immediate removal from their role as Mentor Teacher.

17. Due Process

a. Teachers who disagree with the measures of high-quality student data, the rating of performance and/or the summative, or overall, holistic rating of effectiveness, are allowed due process as stated in the Negotiated

Agreement. One approach could be allowing the teacher to request a different evaluator for the following year.

b. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

c. Failure by the Employer to adhere to timeline or condition established in this Agreement shall automatically require reemployment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

d. If an extenuating circumstance occurs the day of the evaluation process, the administrator will notify the teacher and will set an agreed time and date to reschedule.

e. The evaluation process will not violate the contractual and/or legal rights of the teacher.

18. Evaluation Forms and Rubrics

The forms and rubrics that will be used for this Evaluation Procedure will be those forms developed by OTES for the purposes of Pre-Observations, Observations, Completed Evaluations, Walkthrough Forms, Improvement Plans, and Professional Growth Plans. Said forms will be attached as Appendices to this Negotiated Agreement.

19. OTES Reporting of Teacher Data

The parties will not report any information on teacher performance standards beyond the teacher's Final Holistic Rating into the OhioES system or any other system required by the state.

20. Commitment to Bargain

To the extent permitted by law, as legislative laws regarding this evaluation procedure are changed by the state legislature during the course of this Negotiated Agreement, the parties will meet to bargain the effects of the changes and execute an MOU to reflect the changes.

*The Teacher Performance Evaluation will be in accordance with state and federal law.

K. REDUCTION IN FORCE

When the Board determines that staff reductions shall occur, the following provisions of the Ohio Revised Code will be applicable: When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, financial reasons, or by reason of suspension of schools or territorial changes affecting the district, a Board of

Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board will proceed to suspend contracts in accordance with the recommendation of the Superintendent who will, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority, if the teachers are deemed comparable as defined below. Teachers whose continuing contracts are suspended will have the right of restoration to continuing service status in the order of seniority of service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

The following procedures shall apply:

1. Seniority List – All teachers in the Woodmore Local School District shall be placed on a seniority list in their areas of licensure/certification. Teachers shall be placed on all lists for which they are licensed/certified. In case of a reduction in force, the person eliminated from one position shall be placed by system-wide seniority into a position in another area for which they are licensed/certified. Bargaining unit seniority shall be lost when a bargaining unit member retires or resigns, is employed in a nonbargaining unit position, is nonrenewed or is terminated.

2. Attrition – The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire, resign, die, or whose limited contracts are not renewed.

3. Notification of a possible reduction in force will be communicated to all employees at least eight (8) weeks prior to Board action. All professional staff members who are involved in the staff reduction process will receive written notification of their reductions and the reason for such reduction.

4. Reductions not achieved through attrition will be made by suspending limited contracts of employment only after individuals with new contracts hired by the Board but not yet engaged in duties are laid off.

    a. Before implementing a reduction in force by the suspension of limited contracts, the Board shall give written notice to the Association, through its President, of its intent to effect a reduction in force through the suspension of limited contracts. Within ten (10) workdays of receiving said notice, the Association shall be given the opportunity to meet with the Board in an executive session for the purpose of discussing views and plans of methodology and need for the recall list.

    b. Except as otherwise required to comply with state and federal laws relating to employment decisions, limited contract teachers will be selected for retention or suspensions on the basis of seniority, licensure, and evaluation ratings. Teachers whose contracts are suspended shall be placed upon a recall list compiled from the seniority list described above, provided,

however, limited contract teachers whose contracts are not renewed for performance reasons shall not be placed on the recall list.

c. Seniority shall be determined by the length of continuous service in the Woodmore Local School District. Among those with the same length of continuous service, seniority shall be determined by:

i. The date of the Board meeting at which the teacher was hired, and then by

ii. The date on which the teacher submitted a completed job application.

Length of continuous service will not be interrupted or affected by authorized leaves of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from date of return.

d. A teacher whose name appears on the recall list shall be offered reemployment when a position becomes available for which they are licensed/certified at the time of reemployment.

e. Teachers on the recall list shall be offered reemployment positions for which they are licensed/certified in the reverse order of the reduction in force.

No new teachers shall be employed by the Board for any opening of a teaching position while there are teachers on the recall list who are licensed/certified for that position.

f. The Board shall give written notice of an offer of reemployment by sending a registered or certified letter to said teacher at their last known address. It shall be the responsibility of each teacher to notify the Board of any change of address in writing. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of reemployment or other notice to the teacher. If a teacher fails to accept the offer of reemployment in writing within fifteen (15) calendar days, excluding Saturdays, Sundays and school-defined holidays, or within five (5) calendar days if the offer is delivered within ten (10) calendar days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the teacher, said teacher shall be moved to the bottom of the recall list, unless said teacher waives their rights to recall in writing. No teacher whose contract has been suspended pursuant to this Article shall lose the right of recall 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 their contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the District.

g. A teacher on the recall list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the teacher would have received in the year following receipt of the notice of suspension, provided the teacher completed at least one hundred and twenty (120) contracted days in the year of suspension.

h. Limited contract teachers will remain on the recall list for a period of twenty-four (24) consecutive months following their receipt of notice of suspension and, continuing contract teachers will remain on the recall list for a period of sixty (60) consecutive months following their receipt of notice of suspension. If a teacher on the recall list accepts employment for a full school year with another school district, the teacher shall so notify the Superintendent immediately, and will be removed from the recall list. Upon expiration of the timelines of the recall list in this paragraph, a teacher must make application for employment in accordance with established procedures if they desire to be considered for employment by the Woodmore Local School District.

5. Availability of the Seniority List - The seniority list described above shall be provided to all teachers and each building principal no later March 1 of each school year.

a. Members will have the opportunity to update and/or correct the seniority list. Within fifteen (15) calendar days after the seniority list is provided, any objection to the list must be submitted in writing to the District Treasurer and the Association President. If no objection is made during the fifteen (15) day calendar period, no grievance can be filed over individual seniority dates as published. If revisions are submitted, a copy will be distributed to all members of the bargaining unit and each building principal no later than fifteen (15) calendar days from the closing date to submit corrections.

6. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations as defined in Section 7, below. In the case of comparable evaluations, reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended will be chosen as follows:

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

a. Certification/Licensure within the affected teaching field.

b. Evaluation rating as defined in this Negotiated Agreement.

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

Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced by suspending the contracts of: 1) hourly teachers, and then 2) part-time teachers, and then 3) full-time teachers.

Continuing contract teachers shall be reduced utilizing the following order:

a. Certification/Licensure within the affected teaching field.

b. Evaluation rating as defined in this Negotiated Agreement.

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

A teacher whose contract will be suspended will have the right to displace any less senior teacher whose work they are certified/licensed to perform so long as the displacing teacher possesses a comparable or better evaluation than the teacher being displaced. Within ten (10) calendar days of the Board's action to implement a RIF, a bumping meeting, if necessary, shall be held for all affected teachers.

7. Comparable Evaluations shall be defined as:

a. Teachers with final holistic ratings of "Accomplished", and Skilled", shall be deemed "comparable," except that teachers under continuing contracts shall be given preference over all teachers under limited contracts. Teachers with final holistic ratings of "Developing" shall be deemed comparable. Teachers with final holistic ratings of "Ineffective" shall be deemed comparable.

b. If a teacher has not yet received an evaluation rating from Woodmore Local Schools, that teacher's evaluation rating from the most previous school year from another district will be considered. If the teacher has not received any evaluation ratings from a previous school district, charter school or parochial or private school, then those teacher(s) will be laid off first.

8. While on suspension of contract, a teacher will have the option to remain an active participant in all nonhealth-related fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits (provided this is acceptable with the provider of the fringe benefit package). A teacher on suspension will be entitled to maintain health benefits under the terms and conditions established in COBRA.

L. WORKROOM/LOUNGE AREA

The Board agrees to furnish:

1. a workroom/lounge containing the equipment and supplies necessary for the preparation of instructional materials.

2. a workroom/lounge where teachers may relax, eat, or talk during the time they have no assigned duties.

3. faculty restrooms separate from those of students.

M. RESPONSIBILITIES AND DUTIES OF TEACHERS

1. All teachers shall have a seven (7) hour and thirty (30) minute workday, including a thirty (30) consecutive minute duty-free lunch period. The high school teachers' workday shall end no later than 3:00 p.m., the middle school teachers' workday shall end no later than 3:05 p.m. and the elementary school teachers' workday shall end no later than 3:45 p.m. All teachers are required to be on school property a minimum of fifteen (15) minutes prior to the official start of the school day and to remain on school property a minimum of fifteen (15) minutes after the completion of the student day. Since the elementary student day is shorter than the middle school and high school student days, any additional time needed outside of the fifteen (15) minutes before or after the student day will be added prior to the start of the elementary school day.

2. The Superintendent shall be responsible for determining the starting and ending time of the workday.

3. Teachers shall attend all faculty meetings called by the Superintendent, Treasurer, and/or Principals before, during or after school unless excused by the Superintendent, Treasurer, and/or Principals prior to the time of the meeting. There shall be no more than one (1) faculty meeting per month. Early dismissal/late arrival workdays will not be scheduled beyond the teacher workday. Teachers may be required up to a maximum of four (4) times a year to attend additional events that involve their class or students at the discretion of the building Principal or Superintendent. Examples of these events include, but are not limited to these events: music programs, PTO or similar meetings, open houses, or other school functions. The four (4) additional events will occur no earlier than two (2) days prior to the start of the school calendar and no later than graduation day.

4. Teachers should leave classrooms only in emergency situations, to quickly perform routine duties necessary for classroom instruction or when authorized/assigned to be elsewhere. Under these circumstances, the teacher must notify a neighboring teacher or the office.

5. Teachers will be furnished a schedule by the Principal stating their assignments as to homeroom, hall supervision, cafeteria supervision, bus supervision and other

duties as needed in their respective building. The work is to be divided among all teachers as part of their regular assignments.

6. Lesson plans or assessments will be turned in Monday morning at arrival time. If the teacher is absent, the teacher is responsible for plans to be turned in to the building administrator one-half hour before the teacher day begins.

7. Each teacher shall prepare and follow a daily schedule.

8. Teachers shall be responsible for reading and complying with all items contained in circulars distributed by the local and county offices.

9. Teachers shall keep their classes in session each day during school hours, and shall not dismiss classes at any time without the consent of the Superintendent or Principal.

10. Teachers shall be responsible for the orderly behavior of their pupils and will be assisted in all proper, reasonable, and legal means to secure these ends.

11. The Administration recognizes its responsibility to give full support and assistance to teachers with respect to maintaining control and discipline in the classroom. The teacher also recognizes their responsibility to give full support and to assist the administration with respect to maintaining control and discipline in the school setting. The teacher shall exercise reasonable judgment in the use of disciplinary procedures in accordance with Board policy and the Student Code of Conduct, and in doing so, will be supported by the Administration and the Board.

12. If necessary, a teacher may temporarily remove a disruptive student from their classroom in accordance with Ohio law. Following such removal, the teacher will document, in writing, the reason(s) for such removal. This document should be submitted to the building Principal as soon as practical after the removal.

13. To the extent such information is available, the Administration will inform each teacher being assigned a student who has a history of violent behavior.

14. Any student who physically attacks or makes violent threats to a teacher shall not be returned to that teacher's classroom until a behavior plan is developed by the teacher, administration and the parent/guardian.

15. Teachers shall give reasonable assistance to pupils in their studies when making up work due to excused absences.

16. Teachers shall give careful attention to the health and comfort of the pupils under their care.

17. Teachers are not to promote, advertise or sell products for any organization, other than for Woodmore-related organizations.

18. Teachers shall keep all records and make all reports as directed by the Superintendent or their designee.

19. Principals, with prior approval of the Superintendent, shall as necessary, assign one or more teachers to curriculum committees whose function is to recommend courses of study, curriculum development and textbook adoption. Teachers who are so assigned shall be reimbursed at the rate of $25.00 per hour worked outside of their regular workday on such committee. Assignment will be done with the consent of the teachers.

20. Teachers participating on the RTI Committee shall be compensated $25.00 per hour for all work performed on the RTI Committee if the work performed is during a planning period or outside of the contracted day.

21. Students who are not working to capacity or who are doing "D" or "F" work will be given an interim report to take home to be returned with the parent's signature.

N. CALAMITY DAYS AND ALTERED STUDENT DAYS

1. Definition: "A calamity day shall be defined as an instructional day when the closing of school is deemed necessary as a result of disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to a school building or other property, or other temporary circumstance that renders the school facility unfit for instructional use."

2. When the student day is altered due to a delay, the teacher day shall be altered in the same way.

3. When the Superintendent and/or their designee determines that an early dismissal is warranted, teachers shall not be required to remain more than five (5) minutes following the dismissal of students.

4. In the event that a Level 3 road emergency or its equivalent is declared in a teacher's local jurisdiction of residence or the county in which the school district is located, they will not be docked sick or personal leave.

5. Subject to the limitations in Part IV, Section V, the Board agrees that up to five (5) calamity days per year will be excused without make up for both students and teachers. If more than five (5) calamity days are declared by the Superintendent or Board during any single school year, **calamity days six (6) and each subsequent calamity day thereafter will be made up with both teachers and students on the next scheduled Professional Development day. When a Professional Day is converted to a regular instructional day, it may be a two-hour delay day to accommodate Professional Development.**

6. Two-hour delays or early dismissals due to calamity or professional development will not be required to be made up by students or teachers unless the district is in violation of state minimum hours as described in Part IV, Section V 2.

O. CLASS VISITATION

With the exception of the Superintendent, the Principal, members of the Board, and County Supervisors, all persons must have prior approval of the building Principal before visiting any classroom. If feasible, teachers shall receive prior written notice no later than the previous day of any visits to their classroom by persons other than the aforementioned individuals.

P. MASTER FILE

The Board shall maintain a master file on all licensed personnel. These files shall be maintained by the Central office.

Any disciplinary items or written complaints placed in the Master File shall be shown to the teacher prior to their filing. First copies of any material placed in the Master File shall be supplied to the teacher at Board cost; subsequent copies of the same information can be obtained by the teacher at Board established costs. The teacher shall initial the item prior to the filing to indicate that they have seen the document. However, such initialing does not indicate the teachers' concurrence with the contents of the document, nor shall the teacher's refusal to initial the document prevent its placement in the file.

At any time, any teacher may request a review of their master file with the Superintendent or designee. The review shall occur within five (5) school days unless the two parties agree to a later date. The teacher may have an Association representative at this review.

Any teacher shall have the right to place a written rebuttal to any item or items in this Master File; such rebuttal shall be attached to the disputed information. The Board and Superintendent shall include any rebuttal included in the file by a teacher in any subsequent transfer, report, or dissemination of the disputed information.

Teachers shall be notified if any individual other than a Woodmore Administrator, defined as a bargaining unit member's direct supervisor and/or Treasurer and/or Superintendent, requests to review and/or receive copies of their personnel file.

Files shall be maintained in an accurate, timely, relevant, and complete manner. If any document or notation is placed in the official file which adversely reflects upon the teacher, the document(s) may be removed three (3) years from the date of filing. The teacher shall request a meeting with the Superintendent to explain their reasons for requesting the removal. The Superintendent will share their decision no later than ten (10) working days after the meeting. The decision of the Superintendent is not grievable nor subject to arbitration. If the document or notation is not removed, the teacher may attach a statement explaining their reasons why they believe the information is no longer timely or relevant. Any document that is removed will be maintained in a separate public file in accordance with the District's records retention schedule.

Q. RESIGNATION

A written notice of resignation filed with the Superintendent of Schools is automatically effective without the approval of the Board.

R. REIMBURSEMENT RATE FOR APPROVED PROFESSIONAL TRIPS

1. Travel expense will be reimbursed by the Board for the following at the rate of the IRS approved reimbursement level when a personal car is used –

   a. One-way travel between sites – instructional
   b. Travel outside the district

   Mileage to all destinations will be determined by using an online source such as MapQuest or Google Maps.

2. Lodging to be reimbursed at actual expense or not to exceed $100.00 per night.

3. Maximum daily rate for meals shall not exceed $40.00, including tips at no more than 18%. There shall be no reimbursement for alcoholic beverages.

S. WORKERS' COMPENSATION

The Workers' Compensation Laws of the State of Ohio provide compensation and expense for any teacher injured in the line of duty. All work-related injuries shall be reported to the proper authority within twenty-four (24) hours of the time of the incident, or at the earliest opportunity thereafter.

T. LABOR-MANAGEMENT COMMITTEE

1. A Labor-Management Committee shall be convened each year by the Superintendent and the WEA President and shall consist of no more than five (5) representatives for each party, including the Superintendent and the WEA President.

2. The Committee shall meet at a mutually agreeable time at least bimonthly and at other times, as needed, upon the call of either the Superintendent or the WEA President. This Committee may discuss agenda items submitted by either the Superintendent or the Association. Nothing discussed by this committee shall be construed as negotiations over mandatory subjects of bargaining.

   In the event that there are no items for an agenda by either party, the Chairperson and the Superintendent may by mutual consent, either cancel the meeting for that month or reschedule it for another time. Additional items may be added at each meeting by mutual consent.

U. SCHOOL CALENDAR

1. The school calendar shall consist of one hundred eighty-five (185) days; **one hundred and seventy-two (172) student days and thirteen (13) teacher professional days. The thirteen (13) professional days shall be:**

   a. One (1) day shall be a teacher workday no more than five (5) workdays prior to the first student day.

   b. **Two (2) professional development days in August prior to the first student day to be planned by administration.**

   c. **One (1) professional development day per month (September – May) on the school calendar, with five (5) planned by administration and four (4) planned by the Calendar/Staff Development Committee.**

   d. One (1) day shall be a teacher workday after the end of the student school year.

2. The new language in (N)(5) and (U)(1), above, will remain bolded and shall expire on June 30, 2027.

3. Bargaining unit members cannot use a personal day or unpaid day on a Professional Development day in (U)(1)(b) and (c) above. If a bargaining unit member utilizes a sick day on a Professional Development day, the bargaining unit member will be responsible for the professional development content that was missed and will not receive a stipend to make up the professional development content.

4. The school calendar will be created prior to January 1st preceding each school year and presented by the February Board meeting. The Board shall provide the Superintendent any known parameters to share with the Association representatives regarding the calendar. The Board will give weight and consideration to the preferences of the teachers in exercising its obligation to adopt a calendar.

5. Except for provisions set forth in Section V, Days to Hours, once a calendar has been adopted, no changes on the school calendar for make-up days will be made.

6. A Calendar/Staff Development Committee (CSDC) shall be comprised of two (2) elementary, two (2) middle school and two (2) secondary members of the WEA, identified to the Superintendent by October 1st of each school year by the WEA President. These six (6) staff members plus the administration shall be responsible for the creation of the school calendar, and the planning, development and evaluation of in-service education programs for Woodmore's licensed staff.

   a. The calendar will include a two-hour early dismissal at the end of each grading period for record-keeping only.

b. New employees to the district shall have an additional orientation requirement not to exceed one (1) day.

c. The number of student days in a grading period will be balanced with no greater variation than five (5) days.

V. DAYS TO HOURS

1. Time may be reduced from the original adopted school calendar by the decision of the Superintendent or Board of Education when it is necessary to close the schools due to a calamity day as defined in Part IV, Section N 1 calamity day.

2. According to Ohio Revised Code 3313.48, the minimum numbers of hours that a school district must be open for instruction during a school year are:

- 455 instructional hours for students in half-day kindergarten.
- 910 instructional hours for all-day kindergarten through grade 6.
- 1,001 instructional hours for students in grades 7 through 12.

W. ATHLETIC PASSES

An athletic pass shall be available to all licensed staff. A second athletic pass is available to the licensed staff member provided the member agrees/signs up to work/assist the Principal and/or Athletic Director in the operation of two (2) scheduled events.

If the Building Principal feels that there will not be a sufficient number of licensed staff members at a school function, which occurs after school hours on a school day, they may ask for volunteers to attend such functions. If not enough volunteers are obtained, they may, on a rotating basis, assign teachers who have received a pass.

X. COMPLAINTS ABOUT SCHOOL PERSONNEL

A "complaint" is defined as a criticism of a particular school employee(s) by a member of the public which includes or implies a demand for action by school authorities. Complaints shall be investigated fully and completely to determine the accuracy, validity and timeliness of the complaint.

Complaints which fall under Individuals with Disabilities Education Act (IDEA) laws and regulations (complaints that there has been a violation of federal and/or state laws and/or regulations that apply to special education) must follow the steps set forth in IDEA laws and regulations.

Any person involved in the conferences shall have the right to representation of their own choosing, starting at Step 2, below:

1. If a complaint comes first to the person against whom it is directed, they will listen and may try to resolve the difficulty by explaining the background and educational purpose involved. If the complainant remains unsatisfied, the employee will refer the complainant to the Building Principal or other immediate supervisor to have their views considered further. Whether the complaint terminates with the individual staff member involved or seems likely to go further, the staff member will promptly inform his supervisor of the complaint.

2. If a complaint comes first to the principal or assistant principal of the person criticized, the principal or assistant principal should make no commitments, admissions of guilt, or threats. The administrator will attempt to schedule a conference between the complainant, the person criticized and the administrator. The person criticized will be informed promptly of the complaint, whether a conference occurs or not.

3. If a complaint comes first to the Superintendent, the Superintendent will hear the complaint, but will attempt to redirect the complaint to the principal or assistant principal so that the preceding procedure can take place. The Superintendent will notify the supervising administrators of the complaint as soon as possible. The supervising administrator will notify the employee of the complaint.

4. No further action on the complaint will be taken unless the complainant submits the complaint in writing. The employee has the right to make written responses to the written complaint and the findings.

5. When a written complaint form is received, the supervising administrator will schedule a conference with himself/herself, the complainant, the person criticized, and, if advisable, the department chair/lead teacher or other personnel that either the supervising administrator or the person criticized feels could contribute to resolution of the problem(s).

6. If the complainant is not satisfied with the results of the conference above, they should then be referred to the Superintendent, who may handle the complaint personally or refer it to other personnel, as they may see fit.

7. If the complainant remains dissatisfied after the preceding steps have been taken, the matter will be placed on the agenda for executive session at the next regularly scheduled Board meeting. The decision of the Board will be communicated in writing to all interested persons.

Y. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

2. Term of Office

The term of office for members serving on the committee for the first time shall be as follows: one administrator and two teachers shall serve for a two-year term and one district administrator and one teacher shall serve for a one-year term. Members will serve for a two-year term thereafter.

3. Committee Composition and Selection

a. The committee shall be comprised of five members as follows:

three teachers
one administrator
the Superintendent and/or their designee.

b. The three teacher members shall be selected by the WEA. The administrator shall be selected by the administrators employed by the District. The other employer member shall be appointed by the Superintendent.

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

d. When an administrator's license is being considered, the number of teachers on the committee will be reduced such that a majority of administrators comprise the committee for consideration of that license.

4. Chairperson/Recorder

The LPDC Chairperson and Recorder shall be determined by majority vote of the committee members.

The responsibilities of the Chairperson are to conduct LPDC meetings, to communicate information to the members of the LPDC, to represent the LPDC at other meetings which may be called, and to initiate the process to fill vacancies on the LPDC in accordance with section 3 above.

The responsibilities of the Recorder are to maintain minutes of action taken during LPDC meetings, to notify applicants of approval, resubmission, denial status of individual professional development plans and/or proposals for credit and to receive and send appeals information.

5. Decision Making

Every effort will be made to make decisions by consensus. If consensus cannot be reached, as a last resort, a majority vote of a quorum will control. A quorum is defined as at least two teachers and one administrator present at the meeting.

6. Training

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

   b. If the available training is during work hours, the committee members shall be given paid release time to attend.

   c. LPDC members shall be reimbursed for all necessary expenses incurred as part of the training, pursuant to Part IV, Section R of this Agreement.

   d. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members' own individual development plans if they so decide by majority vote.

7. Meetings and Compensation

   a. The LPDC shall meet as often as the members deem necessary to complete their work. The schedule of meetings will be provided to each staff member at the beginning of the school year. Additional meetings may be scheduled as necessary.

   b. Teacher committee members shall be paid $25.00 per hour, paid in quarter hour increments. The Chairperson shall be paid $30.00 per hour, paid in quarter hour increments, for preparation, record keeping and meeting time. Payment will be made only for meetings attended outside the workday. There shall be a cap of $2,500.00 for the District total each school year.

8. Appeals Process

   a. Level One. Any certificated/licensed staff member who wishes to appeal the decision of the LPDC may petition the LPDC Recorder in writing within ten (10) workdays or 30 calendar days, whichever comes first. The staff member may resubmit a proposal in writing for the committee to consider. The appeal will be considered at the next regular scheduled LPDC meeting. The staff member must be present at the meeting.

      The LPDC shall render its decision in writing within ten (10) workdays, or 30 calendar days, whichever comes first, after the appeal.

   b. Level Two. Any certificated/licensed staff member wishing to appeal the Level One decision of the LPDC may petition the Recorder of the Committee within seven (7) workdays of the LPDC's decision. An Appeals Committee will be developed consisting of one representative of the LPDC and one person selected by the staff member who is certified/licensed in the same subject area. The two representatives shall mutually agree upon a third person who shall also be certified/licensed in the same subject area. This

committee shall schedule a meeting within (30) calendar days of the appeal. The staff member must be present at this meeting.

The Appeals Committee shall render its binding decision in writing within ten (10) calendar days. The decision of this committee is not grievable.

9. The LPDC shall not have authority to revise, change, delete or modify any article/provision of the Master Agreement or written policies and procedures of the Board.

The LPDC does not have the authority to make any decision or promulgate any rule or procedure which impacts upon the wages, hours or terms and conditions of employment of bargaining unit members, or that requires the expenditure of Board funds, without the express prior approval of the Board and the Association.

Z. DISCIPLINE OF EMPLOYEES

No bargaining unit member will be reprimanded or disciplined without just cause and in compliance with the applicable provisions of this Agreement.

Termination of a bargaining unit member's contract shall be according to applicable sections of the Ohio Revised Code. Termination is neither grievable nor arbitrable under this Agreement.

In such case, the member may request to have present an Association Representative, or other staff, before they are reprimanded or disciplined for any infractions of the policies, rules or regulations adopted by the Board. When request for such representation is made, no further action shall be taken until such representation is present.

A notation of verbal reprimand shall be placed in the employee's Master File.

AA. HIRING OF RETIRED TEACHERS

Retired teachers may be rehired by the District, subject to the following provisions. Any benefit or provision not stated explicitly herein shall remain as stated in this Negotiated Agreement for all teachers in the bargaining unit:

1. There is no guarantee of reemployment of any teacher in the District if the employee retires. A bargaining unit member still actively employed by the Board and considering retiring may make a written request to the Superintendent at least 90 calendar days prior to the effective date of retirement. The Superintendent shall notify the teacher in writing no later than thirty (30) days from the date of receipt of the written request whether the Superintendent is going to recommend and whether the Superintendent believes the Board will employ the teacher for the following school year.

Teachers who have already retired shall apply for positions through the normal application process.

2. Retirement is a break in service and all seniority would revert to zero. Severance would have been earned and paid upon retirement and therefore any accumulated sick leave also reverts to zero days.

3. If the Board is considering the rehiring of a teacher who has retired from the District, such rehiring must comply with, and is only effective upon completion of, the public notice and hearing procedures set forth in Ohio Revised Code Section 3307.353.

4. Any retired teacher who is hired shall be employed under a one-year limited contract, with notification to be given on or before June 30, if they are going to be reemployed by the District or if the contract will be nonrenewed for the following year. Retired teachers who are hired are not subject to Ohio Revised Code Sections 3319.11 or 3319.08, and the decision of the Board is final concerning evaluations and nonrenewal. The retired employee shall not be eligible for continuing contract status.

5. Any retired teacher who is hired or rehired shall be placed at Step 0 in the appropriate column that reflects his or her education. If rehired for additional years, there will be no movement on the salary schedule for years of experience.

6. In a reduction in force, retirees would be in a separate classification and seniority would be among retirees only. Retirees would be reduced prior to other limited contract teachers.

7. Retired teachers may hold supplemental contracts pursuant to Part IV(B).

8. Sick leave shall begin at zero and accumulate up to 15 days per year. The Board will advance up to five days if needed. Sick leave shall carry over from year to year of reemployment as a retiree.

9. The retired but rehired employee is not eligible for any retirement severance, retirement bonus, severance pay for submitting a letter of resignation on or before March 15 or other retirement incentive, other than as stated herein, whether addressed now or in any future bargaining unless it is explicitly stated in the contract provision as being for retirees who have been rehired. (Note: Rehired in this context means any retiree under a state retirement system who is hired, whether previously an employee of this District or any other district.)

10. The retiree, if eligible for insurance through insurance of a spouse, shall be required to take such insurance. If no other insurance is available, the retired employee who is hired may elect to have Board-provided insurance with the employer and employee contribution amounts outlined in the Negotiated Agreement, but must take the least expensive (to the Board) coverage option.

11. Retired employees who are hired are not eligible for tuition reimbursement for continuing education. However, such employees are eligible for workshops in accordance with the Negotiated Agreement, with professional leave and payment

of workshop expenses and any other benefit granted to other teachers taking any such workshop under the contract.

12. Retired teachers who are hired will be responsible for all required taxes, including Medicare taxes, as any other new employee, even if the teacher was exempt prior to retirement.

13. Retired teachers who are hired will not be eligible for any Board paid HSA contributions.

BB. MASTER TEACHER COMMITTEE

1. Purpose

A Master Teacher Committee shall be established for the purpose of designating teachers in the District as a Master Teacher.

2. Composition

The Master Teacher Committee shall be comprised of five (5) members: three (3) teachers, who will be appointed by the Association and two (2) administrators who will be appointed by the Superintendent. As Master Teachers are identified, teacher members of the Committee will be comprised of Master Teachers. Two of the teachers shall initially serve one-year terms, and one teacher will initially serve a two-year term. One administrator will initially serve a one-year term, and one administrator will initially serve a two-year term. Upon expiration of the initial terms, all members will serve two-year terms. Should a position become vacant during an existing term, the party responsible for appointing that member shall appoint a replacement to complete the remaining balance of the term. Members may be reappointed to successive terms.

3. Operational Procedures

The Master Teacher Committee shall determine the time, location and number of its meetings. The committee members shall jointly establish its Plan of Operation for the appropriate designation of a Master Teacher including, but not limited to, the application and review processes, the dissemination of general information to Association members, and the appeal procedure, in keeping with information promulgated by the Ohio Department of Education. No decision of the Master Teacher Committee is subject to the grievance procedure set forth in Part V.

4. Training and Compensation

With the approval of the Superintendent, members of the Master Teacher Committee shall be afforded the opportunity to attend training relevant to the functions of the Committee. If the training is during work hours, with the approval of the Superintendent Committee members shall be given professional leave to attend. Committee members shall be reimbursed for all actual and necessary

expenses incurred as part of the training in accordance with Board policy. Association members on the Committee shall be paid at the rate of twenty dollars ($20) per hour paid in quarter hour increments for hours spent outside the teacher workday. There shall be a cap of $2,250 for the District total each school year. Any additional hours beyond this cap must be approved by the Superintendent.

CC. RESIDENT EDUCATORS PROGRAM

A resident educator program for newly-hired teachers ("resident educators") shall be implemented. For a resident educator whose employment at Woodmore is the teacher's first regular teaching job and who holds a resident educator license, the teacher shall be required to participate.

The Resident Educator Program shall include both a formal program of support, including mentoring by a bargaining unit member when feasible to foster professional growth of the individual teacher, and the assessment of skills and abilities of the teacher for purposes of attaining professional licensure. The length of the program shall include two (2) academic years which shall include a minimum of one hundred twenty (120) school days or as outlined in the Resident Educator Program.

The Resident Educator Program shall follow the Guidelines and Standards established by the Ohio Department of Education and the provisions of this section of the Agreement, with this section taking precedence over any Ohio Department of Education Guidelines and Standards. Teachers involved with the development of and evaluation of the program will be selected by the Association.

The resident educator program shall include the following elements:

1. Mentoring Program Coordinator/Facilitator

    a. This position shall be responsible for matching Mentors with Resident Educators and shall be responsible for all required reporting.

    b. This position shall be responsible for serving as a Facilitator for Resident Educators in Year Two of the Resident Educator Program.

    c. This position shall be paid a stipend of $2,550 per academic year and shall be paid on the first pay period in June.

    d. Any disputes related to the Resident Educator Program shall be dealt with initially by the Mentoring Program Coordinator. If the dispute remains unresolved, it shall be appealed to the Superintendent and their decision is final, binding, and not grievable.

2. Mentors

    a. Posting of Vacancies

The procedure for posting of mentor positions shall be in accordance with the Negotiated Agreement. The number of mentor positions shall equal the number of newly-hired teachers who will be resident educators in the program.

b. Qualifications

Teachers must have been employed on a regular teaching contract in the district for at least the last three (3) consecutive years to be eligible to serve as a mentor and, in addition, any or all mentors must have been trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.

c. Compensation and Workload

Mentors will be compensated at 4 percent of the BA, Step 0 on the teacher's salary schedule per year. Said compensation shall be paid on the first pay period in June. The mentor shall be assured of adequate time during the workday when necessary to meet with the assigned resident educator. The mentor shall carry out the Resident Educator Program in conjunction with the resident educator as developed by the Ohio Department of Education. A mentor shall be compensated for each assigned resident educator. If a mentor or sub-mentor is assigned for less than one (1) academic year, compensation shall be prorated.

d. Confidentiality

All interaction, written or verbal, between the mentor teacher and the resident educator shall be regarded as confidential and shall not be used by either the Board or the Association in termination or nonrenewal actions, unless the matter involves illegal and criminal activities. Any violations of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or ORC 3319.16.

e. If a mentor or Resident Educator is reassigned (whether voluntarily or involuntarily) to a different teaching subject area, or transfers to a different building, the mentor or Resident Educator will have the option of remaining with the assigned mentor or Resident Educator or requesting a new mentor or Resident Educator, per 3(d), below.

f. A sub-mentor will be provided to a Resident Educator if the assigned mentor is expected to or does take a leave of absence (for any reason) for more than one (1) month. The sub-mentor will fill in for the assigned mentor until the assigned mentor returns to work.

3. Resident Educators

a. Compensation and Workload

i. The resident educator shall receive one hundred percent (100%) of the salary to which the resident educator is entitled under the Negotiated Agreement. In addition, the resident educator shall be assured of adequate time during the workday when necessary to meet with the assigned mentor. The building principal shall be responsible for providing coverage of classes during classroom observations of the resident educator.

ii. Mentors will be assigned to a Resident Educator, to the extent possible, based on both individuals' content areas and grade levels. A request for a specific mentor or Resident Educator will be considered.

b. Training

Training on the methods of assessment to be used by the Ohio State Board of Education shall be provided to resident educators at Board expense. Such training time shall be in addition to any other professional leave to which the resident educator may be entitled.

c. Confidentiality

No resident educator may be compelled to release information to the school district regarding the resident educator's assessment by the Ohio State Board of Education, nor may such information be used in the evaluation of the resident educator by school district administrators. Any documents pertaining to the Resident Educator Program and any assessments shall be confidential to the extent permitted by law.

d. Protection

During the first year of the Resident Educator program, the resident educator may request a new mentor. Prior to acting on the request, the mentor, Resident Educator, and Mentoring Program Coordinator will meet to discuss the request for a new mentor. If a new mentor is assigned by the Mentoring Program Coordinator, the former mentor shall have their compensation terminated, but will not be required to forfeit any money earned while assigned as a mentor, without recourse to the grievance procedure and ORC 3319.16. The new mentor shall receive a prorated share of the former mentor's supplemental salary.

No adverse employment action may be taken against a resident educator who fails in the first year to successfully complete the resident educator program but who retains the appropriate teaching credential, unless all

applicable provisions in the Negotiated Agreement relating to teacher evaluation and nonrenewal of contracts have been followed.

PART V - GRIEVANCE PROCEDURES

A. Definition - A "grievance" is defined as a misapplication, misinterpretation, or alleged violation of a written provision of the collective bargaining agreement. This grievance must be submitted at the step in which the violation occurred by the individual staff member or group of staff members that were directly affected or injured by the alleged grievances.

Procedures - The following procedures provide an individual or group of individuals an orderly method of processing the grievance and resolving the concerns by means of a fair hearing procedure and no fear of reprisal. A grievance alleged to be a "group grievance" shall have arisen out of similar circumstances affecting each member of said group.

Nothing in this process limits the right of individuals at any time. Furthermore, nothing in this procedure limits the legal rights of any party.

The grievance and remedy sought must remain consistent for each step in the sequence. Any deviation from the terms described in any step sequence must be mutually agreed upon in writing by the parties involved at the step level.

Any grievance that is not filed within ten (10) working days after the alleged grievance has occurred, shall be considered waived. Any grievance that is not advanced to the next step in the process within the time limit set forth in the step shall be considered resolved. If the administration fails to respond within the time limits set forth in any step will automatically be advanced to the next step.

1. Step One - Any staff member or group of staff members, with or without representation, shall have the right to present a written grievance to the Building Principal within ten (10) working days after the alleged grievance has occurred. The Principal shall, within five (5) working days after receipt of the alleged grievance, respond in writing.

2. Step Two - If the disposition of the Principal is not satisfactory, the grievant may, within five (5) working days, submit the grievance form to the Superintendent. Within five (5) working days after receipt of the grievance form, a hearing shall be held with the grievant to hear all pertinent data. The Superintendent shall, within five (5) working days after the hearing, respond in writing.

3. Step Three - If the disposition of the Superintendent is not satisfactory, the grievant may within ten (10) working days, submit the grievance form to the Treasurer of the Board of Education to arrange for a hearing before the Board in an executive session. The executive session shall be held at the next regular Board meeting after receipt of the grievance. The Board shall, within five (5) working days after the hearing, respond in writing to the grievant.

4. Step Four - If the disposition of the Board is not satisfactory, the Association may, within ten (10) working days, submit the grievance to arbitration by the American Arbitration Association whose rules and regulations shall likewise govern the proceedings. The arbitrator shall have all power and remedies within lawful statues to render an award which shall be final and binding on both parties. In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to ruling by the arbitrator on the merits of the issue. The cost of the arbitrator will be assessed to the losing party of the grievance.

GRIEVANCE FORM

Copies of this form are available from your Building Representatives or any member of the Formal Grievance Committee.

FORMAL GRIEVANCE PRESENTATION

To: Principal_____ Date submitted:_____

Or: Superintendent_____ Date of occurrence of alleged grievance:_____

Or: Board_____

From:_____

Statement of Grievance: (must contain exact article of Negotiated Agreement that has been improperly applied)

Remedy Sought:

_____
Signature of Claimant

RESPONSE

_____ _____
Date Signature of Respondent

PART VI - COMPENSATION AND RELATED BENEFITS

A. PURPOSE OF SALARY SCHEDULES

The purpose of salary schedules is:

1. To enable the Board to secure well-trained and competent personnel and retain those who have rendered satisfactory and efficient service.

2. To encourage licensed employees to improve their service by increasing their professional training.

3. To provide a means of determining annually the costs of salaries.

4. To provide personnel with a financial outlook by indicating the annual salary which may be expected.

5. To guide administrative officials in the selection, classification and assignment of licensed personnel and determine salaries to be paid.

B. APPLICATION OF SALARY GUIDES

Teachers will be classified for salary purposes by the Board of Education at the beginning of each school year. At this time, all will be placed on the schedule according to experience, training classification, state law and the collective bargaining agreement. In the event the Superintendent wishes to accord a newly-hired teacher more than ten (10) years' experience credit for prior teaching or military service for purposes of salary schedule placement, the Superintendent shall meet with Association representatives prior to the hiring to discuss the reasons supporting the extension of additional credit. Changes in position, qualifications or added duties shall be accompanied by corresponding salary adjustments to correspond with the new assignment as changes arise.

Adjustments on the salary schedule will be made only two times a year, as follows: October 1, retroactive to the first teacher workday of the school year, and February 1, retroactive to the first teacher workday of the second semester, after transcripts and other necessary forms are on file in the Superintendent's office. A Grade report will be accepted if a transcript is delayed.

C. TEACHER CONTRACT AND PAYMENT OF SALARIES

1. Credit will be allowed for hours of training beyond the Master's degree, provided such training is in a subject area which is directly related to the teacher's area of assignment or area of instruction, is related to the science of education, or is taken in furtherance of acquiring an additional education related degree or certificate. In order for credit to be allowed, it must be from an accredited institution and earned after completion of the Master's degree.

Training beyond the Master's degree for other course work will be allowed for credit, provided such courses have the prior approval of the Superintendent. This is applicable only to those licensed employees hired after October 27, 1982. All credit shall be allowed and approved on a consistent basis.

2. Paychecks will be issued every other week on Thursday. Employees will be notified at least ninety (90) calendar days prior to any modification to the pay schedule.

   Any exception to this pay schedule will require mutual agreement district-wide, between all parties, including all Administrators, all Support Staff, the WEA, and OAPSE. If a consensus cannot be mutually agreed upon, the Treasurer shall have final authority over the pay schedule.

   Checks will be electronically deposited in the individual's bank account. Employees will receive direct deposit notices electronically.

3. All applicable payroll taxes and retirement will be withheld equally from each paycheck. All voluntary deductions (annuities, etc.), and medical insurance will be withheld equally from the first and second pays of the month.

4. The Treasurer of the Board, at no expense to the Association, will make payroll deductions for Association dues in equal amounts, equal to the total dues of each individual, split between the first and second pays of the month. This deduction will be withheld October through August.

   The Association will provide a mutually satisfactory payroll deduction authorization form delivered to the Board Treasurer prior to September 15 annually from members desiring the payroll deductions.

   After each deduction, the Treasurer will submit a check for the deductions to the Treasurer of the Association.

5. Payment for all paid leaves, sick leaves, personal leave, severance and supplementals including unemployment and Workers' Compensation shall be based on the employee's daily gross pay prior to reduction (e.g., gross pay divided by the number of days in a teacher's contract).

D. <u>OPERATION OF SALARY SCHEDULE</u>

The salary schedule is based on the Board adopted school calendar.

Average daily pay for regular teachers will be determined by dividing the teacher's pay by the number of days in the adopted calendar. Extended time days will be paid at the teacher's average daily rate.

E. STRS PICK-UP

The Board herewith agrees with the Association to shelter contributions to the State Teacher's Retirement System (STRS) upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be sheltered on behalf of each employee shall be each employee's mandatory contribution to the State Teacher's Retirement System. The employee's annual gross salary shall be reduced by an amount equal to the amount sheltered by the Board.

2. The sheltered percentage shall apply uniformly to all members of the bargaining unit.

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

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

The Association recognizes that the Board assumes no other or further liability, as the definition of current and/or deferred taxation is determined solely by the Internal Revenue Service.

The Board shall have the right to unilaterally and immediately discontinue the plan if so ordered by the STRS and/or IRS, provisions of this negotiated Contract notwithstanding. Rulings 77-464 and 81-36 of the IRS and Opinion 82-097 of the Ohio Attorney General and Rules of the STRS and such rules as the aforementioned agencies may subsequently issue shall be applicable notwithstanding any other provision of this negotiated Contract.

F. SALARY SCHEDULES

Bargaining unit employees shall receive a 3% base increase in pay in each year of this collective bargaining agreement.

The salary schedules are listed under F.1.

The BA 150 column in Part VI(F) of the collective bargaining agreement shall be available to teachers who have earned a bachelor's degree and have successfully completed 150 semester hours (including the semesters hours completed for purposes of achieving their bachelor's degree).

Teachers who were employed during the 2019-2020 and 2020-2021 school years, as well as Megan Marik, will receive a one-lump sum payment of $750.00 by October 1st of any year in which they are paid according to an indexed portion of the salary schedule until they reach the step upon which the flat dollar rate begins.

F.1 WEA SALARY SCHEDULE – 2024-2025

2024 - 2025 Salary Schedule

		2023-24 Base	Raise	2024-25 Base	Raise	2025-26 Base	Raise	2026-27 Base			New	2024-25	
		$35,194	3.0%	$36,250	3.0%	$37,337	3.0%	$38,457			BASE	$36,250	
STEP	INDEX	BA+0	INDEX	BA+15	INDEX	BA150**	INDEX	MA	INDEX	MA+10	INDEX	MA+30	STEP
0	1.0425	$37,790	1.0725	$38,878	1.1175	$40,509	1.2000	$43,500	1.2300	$44,587	1.2900	$46,762	0
1	1.0425	$37,790	1.1175	$40,509	1.1625	$42,140	1.2475	$45,222	1.2775	$46,309	1.3400	$48,575	1
2	1.0850	$39,331	1.1625	$42,140	1.2075	$43,772	1.2950	$46,944	1.3250	$48,031	1.3900	$50,387	2
3	1.1275	$40,872	1.2075	$43,772	1.2525	$45,403	1.3425	$48,665	1.3725	$49,753	1.4400	$52,200	3
4	1.1700	$42,412	1.2525	$45,403	1.2975	$47,034	1.3900	$50,387	1.4200	$51,475	1.4900	$54,012	4
5	1.2125	$43,953	1.2975	$47,034	1.3425	$48,665	1.4375	$52,109	1.4675	$53,197	1.5400	$55,825	5
6	1.2550	$45,494	1.3425	$48,665	1.3875	$50,297	1.4850	$53,831	1.5150	$54,918	1.5900	$57,637	6
7	1.2975	$47,034	1.3875	$50,297	1.4325	$51,928	1.5325	$55,553	1.5625	$56,640	1.6400	$59,450	7
8	$2,202	$49,236	1.4325	$51,928	1.4775	$53,559	1.5800	$57,275	1.6100	$58,362	1.6900	$61,262	8
9	$1,452	$50,688	1.4775	$53,559	1.5225	$55,190	1.6275	$58,997	1.6575	$60,084	1.7400	$63,075	9
10	$1,451	$52,139	1.5225	$55,190	1.5675	$56,822	1.6750	$60,718	1.7050	$61,806	1.7900	$64,887	10
11	$1,452	$53,591	1.5675	$56,822	1.6125	$58,453	1.7225	$62,440	1.7525	$63,528	1.8400	$66,700	11
12	$1,452	$55,043	1.6125	$58,453	1.6575	$60,084	1.7700	$64,162	1.8000	$65,250	1.8900	$68,512	12
13	$1,452	$56,495	1.6575	$60,084	1.7025	$61,715	1.8175	$65,884	1.8475	$66,972	1.9400	$70,325	13
14	$1,452	$57,947	1.7025	$61,715	1.7475	$63,347	1.8650	$67,606	1.8950	$68,693	1.9900	$72,137	14
15	$0	$57,947	$750	$62,465	1.7631	$63,913	1.8844	$68,308	1.9144	$69,396	2.0106	$72,885	15
16	$0	$57,947	$0	$62,465	1.7788	$64,479	1.9038	$69,011	1.9338	$70,098	2.0313	$73,632	16
17	$0	$57,947	$0	$62,465	1.7944	$65,046	1.9231	$69,713	1.9531	$70,800	2.0519	$74,380	17
18	$0	$57,947	$2,562	$65,027	1.8100	$65,612	1.9425	$70,415	1.9725	$71,503	2.0725	$75,128	18
19	$0	$57,947	$0	$65,027	$750	$66,362	1.9583	$70,989	1.9883	$72,077	2.0892	$75,733	19
20	$0	$57,947	$0	$65,027	$0	$66,362	1.9742	$71,563	2.0042	$72,650	2.1059	$76,338	20
21	$0	$57,947	$0	$65,027	$1,538	$67,900	1.9900	$72,137	2.0200	$73,225	2.1225	$76,940	21
22	$0	$57,947	$0	$65,027	$0	$67,900	2.0019	$72,568	2.0319	$73,655	2.1350	$77,393	22
23	$0	$57,947	$0	$65,027	$0	$67,900	2.0138	$72,998	2.0438	$74,086	2.1475	$77,846	23
24	$0	$57,947	$0	$65,027	$0	$67,900	2.0256	$73,429	2.0556	$74,516	2.1600	$78,300	24
25	$0	$57,947	$0	$65,027	$1,537	$69,437	2.0375	$73,859	2.0675	$74,947	2.1725	$78,753	25
26	$0	$57,947	$0	$65,027	$0	$69,437	2.0613	$74,720	2.0913	$75,807	2.1975	$79,659	26
27	$0	$57,947	$0	$65,027	$0	$69,437	2.0850	$75,581	2.1150	$76,668	2.2225	$80,565	27
28	$0	$57,947	$0	$65,027	$0	$69,437	$750	$76,331	$750	$77,418	$750	$81,315	28
29	$0	$57,947	$0	$65,027	$0	$69,437	$0	$76,331	$0	$77,418	$0	$81,315	29
30	$0	$57,947	$0	$65,027	$1,000	$70,437	$1,000	$77,331	$1,000	$78,418	$1,000	$82,315	30
31	$0	$57,947	$0	$65,027	$0	$70,437	$0	$77,331	$0	$78,418	$0	$82,315	31
32	$0	$57,947	$0	$65,027	$0	$70,437	$0	$77,331	$0	$78,418	$0	$82,315	32
33	$0	$57,947	$0	$65,027	$500	$70,937	$500	$77,831	$500	$78,918	$500	$82,815	33
34	$0	$57,947	$0	$65,027	$0	$70,937	$0	$77,831	$0	$78,918	$0	$82,815	34
35	$0	$57,947	$0	$65,027	$300	$71,237	$300	$78,131	$300	$79,218	$300	$83,115	35
36	$0	$57,947	$0	$65,027	$0	$71,237	$0	$78,131	$0	$79,218	$0	$83,115	36
37	$0	$57,947	$0	$65,027	$0	$71,237	$0	$78,131	$0	$79,218	$0	$83,115	37

**Includes bargaining unit members hired prior to June 30, 1998 and placed in this column prior to September 15, 1998 with a BA+23

F.2 WEA SALARY SCHEDULE – 2025-2026

2025 - 2026 Salary Schedule

		2023-24 Base	Raise	2024-25 Base	Raise	2025-26 Base	Raise	2026-27 Base			New	2025-26	
		$35,194	3.0%	$36,250	3.0%	$37,337	3.0%	$38,457			BASE	$37,337	
STEP	INDEX	BA+0	INDEX	BA+15	INDEX	BA150**	INDEX	MA	INDEX	MA+10	INDEX	MA+30	STEP
0	1.0425	$38,924	1.0725	$40,044	1.1175	$41,724	1.2000	$44,805	1.2300	$45,925	1.2900	$48,165	0
1	1.0425	$38,924	1.1175	$41,724	1.1625	$43,405	1.2475	$46,578	1.2775	$47,698	1.3400	$50,032	1
2	1.0850	$40,511	1.1625	$43,405	1.2075	$45,085	1.2950	$48,352	1.3250	$49,472	1.3900	$51,899	2
3	1.1275	$42,098	1.2075	$45,085	1.2525	$46,765	1.3425	$50,125	1.3725	$51,245	1.4400	$53,766	3
4	1.1700	$43,685	1.2525	$46,765	1.2975	$48,445	1.3900	$51,899	1.4200	$53,019	1.4900	$55,633	4
5	1.2125	$45,271	1.2975	$48,445	1.3425	$50,125	1.4375	$53,672	1.4675	$54,793	1.5400	$57,499	5
6	1.2550	$46,858	1.3425	$50,125	1.3875	$51,806	1.4850	$55,446	1.5150	$56,566	1.5900	$59,366	6
7	1.2975	$48,445	1.3875	$51,806	1.4325	$53,486	1.5325	$57,219	1.5625	$58,340	1.6400	$61,233	7
8	$2,202	$50,647	1.4325	$53,486	1.4775	$55,166	1.5800	$58,993	1.6100	$60,113	1.6900	$63,100	8
9	$1,452	$52,099	1.4775	$55,166	1.5225	$56,846	1.6275	$60,766	1.6575	$61,887	1.7400	$64,967	9
10	$1,451	$53,550	1.5225	$56,846	1.5675	$58,526	1.6750	$62,540	1.7050	$63,660	1.7900	$66,834	10
11	$1,452	$55,002	1.5675	$58,526	1.6125	$60,206	1.7225	$64,314	1.7525	$65,434	1.8400	$68,701	11
12	$1,452	$56,454	1.6125	$60,206	1.6575	$61,887	1.7700	$66,087	1.8000	$67,207	1.8900	$70,568	12
13	$1,452	$57,906	1.6575	$61,887	1.7025	$63,567	1.8175	$67,861	1.8475	$68,981	1.9400	$72,434	13
14	$1,452	$59,358	1.7025	$63,567	1.7475	$65,247	1.8650	$69,634	1.8950	$70,754	1.9900	$74,301	14
15	$0	$59,358	$750	$64,317	1.7631	$65,830	1.8844	$70,358	1.9144	$71,478	2.0106	$75,071	15
16	$0	$59,358	$0	$64,317	1.7788	$66,414	1.9038	$71,081	1.9338	$72,201	2.0313	$75,841	16
17	$0	$59,358	$0	$64,317	1.7944	$66,997	1.9231	$71,804	1.9531	$72,924	2.0519	$76,612	17
18	$0	$59,358	$2,562	$66,879	1.8100	$67,581	1.9425	$72,528	1.9725	$73,648	2.0725	$77,382	18
19	$0	$59,358	$0	$66,879	$750	$68,331	1.9583	$73,119	1.9883	$74,239	2.0892	$78,005	19
20	$0	$59,358	$0	$66,879	$0	$68,331	1.9742	$73,710	2.0042	$74,830	2.1059	$78,629	20
21	$0	$59,358	$0	$66,879	$1,538	$69,869	1.9900	$74,301	2.0200	$75,421	2.1225	$79,248	21
22	$0	$59,358	$0	$66,879	$0	$69,869	2.0019	$74,745	2.0319	$75,865	2.1350	$79,715	22
23	$0	$59,358	$0	$66,879	$0	$69,869	2.0138	$75,188	2.0438	$76,308	2.1475	$80,182	23
24	$0	$59,358	$0	$66,879	$0	$69,869	2.0256	$75,631	2.0556	$76,752	2.1600	$80,649	24
25	$0	$59,358	$0	$66,879	$1,537	$71,406	2.0375	$76,075	2.0675	$77,195	2.1725	$81,115	25
26	$0	$59,358	$0	$66,879	$0	$71,406	2.0613	$76,962	2.0913	$78,082	2.1975	$82,049	26
27	$0	$59,358	$0	$66,879	$0	$71,406	2.0850	$77,848	2.1150	$78,968	2.2225	$82,982	27
28	$0	$59,358	$0	$66,879	$0	$71,406	$750	$78,598	$750	$79,718	$750	$83,732	28
29	$0	$59,358	$0	$66,879	$0	$71,406	$0	$78,598	$0	$79,718	$0	$83,732	29
30	$0	$59,358	$0	$66,879	$1,000	$72,406	$1,000	$79,598	$1,000	$80,718	$1,000	$84,732	30
31	$0	$59,358	$0	$66,879	$0	$72,406	$0	$79,598	$0	$80,718	$0	$84,732	31
32	$0	$59,358	$0	$66,879	$0	$72,406	$0	$79,598	$0	$80,718	$0	$84,732	32
33	$0	$59,358	$0	$66,879	$500	$72,906	$500	$80,098	$500	$81,218	$500	$85,232	33
34	$0	$59,358	$0	$66,879	$0	$72,906	$0	$80,098	$0	$81,218	$0	$85,232	34
35	$0	$59,358	$0	$66,879	$300	$73,206	$300	$80,398	$300	$81,518	$300	$85,532	35
36	$0	$59,358	$0	$66,879	$0	$73,206	$0	$80,398	$0	$81,518	$0	$85,532	36
37	$0	$59,358	$0	$66,879	$0	$73,206	$0	$80,398	$0	$81,518	$0	$85,532	37

**Includes bargaining unit members hired prior to June 30, 1998 and placed in this column prior to September 15, 1998 with a BA+23

F.3 WEA SALARY SCHEDULE – 2026-2027

2026 - 2027 Salary Schedule

		2023-24 Base	Raise	2024-25 Base	Raise	2025-26 Base	Raise	2026-27 Base			New	2026-27	
		$35,194	3.0%	$36,250	3.0%	$37,337	3.0%	$38,457			BASE	$38,457	
STEP	INDEX	BA+0	INDEX	BA+15	INDEX	BA150**	INDEX	MA	INDEX	MA+10	INDEX	MA+30	STEP
0	1.0425	$40,092	1.0725	$41,246	1.1175	$42,976	1.2000	$46,149	1.2300	$47,303	1.2900	$49,610	0
1	1.0425	$40,092	1.1175	$42,976	1.1625	$44,707	1.2475	$47,976	1.2775	$49,129	1.3400	$51,533	1
2	1.0850	$41,726	1.1625	$44,707	1.2075	$46,437	1.2950	$49,802	1.3250	$50,956	1.3900	$53,456	2
3	1.1275	$43,361	1.2075	$46,437	1.2525	$48,168	1.3425	$51,629	1.3725	$52,783	1.4400	$55,379	3
4	1.1700	$44,995	1.2525	$48,168	1.2975	$49,899	1.3900	$53,456	1.4200	$54,610	1.4900	$57,302	4
5	1.2125	$46,630	1.2975	$49,899	1.3425	$51,629	1.4375	$55,283	1.4675	$56,436	1.5400	$59,224	5
6	1.2550	$48,264	1.3425	$51,629	1.3875	$53,360	1.4850	$57,109	1.5150	$58,263	1.5900	$61,147	6
7	1.2975	$49,899	1.3875	$53,360	1.4325	$55,090	1.5325	$58,936	1.5625	$60,090	1.6400	$63,070	7
8	$2,202	$52,101	1.4325	$55,090	1.4775	$56,821	1.5800	$60,763	1.6100	$61,916	1.6900	$64,993	8
9	$1,452	$53,553	1.4775	$56,821	1.5225	$58,551	1.6275	$62,589	1.6575	$63,743	1.7400	$66,916	9
10	$1,451	$55,004	1.5225	$58,551	1.5675	$60,282	1.6750	$64,416	1.7050	$65,570	1.7900	$68,839	10
11	$1,452	$56,456	1.5675	$60,282	1.6125	$62,013	1.7225	$66,243	1.7525	$67,397	1.8400	$70,762	11
12	$1,452	$57,908	1.6125	$62,013	1.6575	$63,743	1.7700	$68,070	1.8000	$69,223	1.8900	$72,685	12
13	$1,452	$59,360	1.6575	$63,743	1.7025	$65,474	1.8175	$69,896	1.8475	$71,050	1.9400	$74,607	13
14	$1,452	$60,812	1.7025	$65,474	1.7475	$67,204	1.8650	$71,723	1.8950	$72,877	1.9900	$76,530	14
15	$0	$60,812	$750	$66,224	1.7631	$67,805	1.8844	$72,468	1.9144	$73,622	2.0106	$77,323	15
16	$0	$60,812	$0	$66,224	1.7788	$68,406	1.9038	$73,213	1.9338	$74,367	2.0313	$78,117	16
17	$0	$60,812	$0	$66,224	1.7944	$69,007	1.9231	$73,958	1.9531	$75,112	2.0519	$78,910	17
18	$0	$60,812	$2,562	$68,786	1.8100	$69,608	1.9425	$74,704	1.9725	$75,857	2.0725	$79,703	18
19	$0	$60,812	$0	$68,786	$750	$70,358	1.9583	$75,312	1.9883	$76,466	2.0892	$80,345	19
20	$0	$60,812	$0	$68,786	$0	$70,358	1.9742	$75,921	2.0042	$77,075	2.1059	$80,988	20
21	$0	$60,812	$0	$68,786	$1,538	$71,896	1.9900	$76,530	2.0200	$77,684	2.1225	$81,626	21
22	$0	$60,812	$0	$68,786	$0	$71,896	2.0019	$76,987	2.0319	$78,141	2.1350	$82,107	22
23	$0	$60,812	$0	$68,786	$0	$71,896	2.0138	$77,444	2.0438	$78,597	2.1475	$82,587	23
24	$0	$60,812	$0	$68,786	$0	$71,896	2.0256	$77,900	2.0556	$79,054	2.1600	$83,068	24
25	$0	$60,812	$0	$68,786	$1,537	$73,433	2.0375	$78,357	2.0675	$79,511	2.1725	$83,549	25
26	$0	$60,812	$0	$68,786	$0	$73,433	2.0613	$79,270	2.0913	$80,424	2.1975	$84,510	26
27	$0	$60,812	$0	$68,786	$0	$73,433	2.0850	$80,184	2.1150	$81,337	2.2225	$85,472	27
28	$0	$60,812	$0	$68,786	$0	$73,433	$750	$80,934	$750	$82,087	$750	$86,222	28
29	$0	$60,812	$0	$68,786	$0	$73,433	$0	$80,934	$0	$82,087	$0	$86,222	29
30	$0	$60,812	$0	$68,786	$1,000	$74,433	$1,000	$81,934	$1,000	$83,087	$1,000	$87,222	30
31	$0	$60,812	$0	$68,786	$0	$74,433	$0	$81,934	$0	$83,087	$0	$87,222	31
32	$0	$60,812	$0	$68,786	$0	$74,433	$0	$81,934	$0	$83,087	$0	$87,222	32
33	$0	$60,812	$0	$68,786	$500	$74,933	$500	$82,434	$500	$83,587	$500	$87,722	33
34	$0	$60,812	$0	$68,786	$0	$74,933	$0	$82,434	$0	$83,587	$0	$87,722	34
35	$0	$60,812	$0	$68,786	$300	$75,233	$300	$82,734	$300	$83,887	$300	$88,022	35
36	$0	$60,812	$0	$68,786	$0	$75,233	$0	$82,734	$0	$83,887	$0	$88,022	36
37	$0	$60,812	$0	$68,786	$0	$75,233	$0	$82,734	$0	$83,887	$0	$88,022	37

**Includes bargaining unit members hired prior to June 30, 1998 and placed in this column prior to September 15, 1998 with a BA+23

G. LEARNING DISABILITIES TUTOR

Tutors shall be solely employed, depending on need, on a year-to-year basis under a one (1) year limited contract. This contract will automatically expire at the conclusion of the last contracted teacher day without prior written notice of nonrenewal unless the Board acts to renew the contract on or before June 1.

Tutors shall be placed on the teacher's salary schedule.

For initial placement, a maximum of six (6) years of experience as documented by Ohio experience in a public or parochial school and non-Ohio experience in a public school shall be credited. (One hundred twenty days per year equals one year of experience.)

The tutor(s) that are nonrenewed will be the first recalled for the learning disabilities position(s) only, if the need is present, unless the Superintendent determines that recall is not in the best interests of the District.

Learning disabilities tutors will be issued contracts with a salary figure as determined by the proper placement on the teachers' salary schedule, based upon the step and training placement. Insurance benefits will continue to be paid by the board of education through the month of August at the rate similar to other teachers in the district, at the percentage of time of day they are employed. The nonrenewed teachers will not be eligible for unemployment benefits during the summer months.

This does not prohibit the board of education from issuing a contract that is less than full-time such as 6/7.5 or 4/7.5 as the need determines. The day will be based upon 7.5 hours.

H.1 SUPPLEMENTAL SALARY SCHEDULE

Payment shall be determined using the effective base salary for the current year.

ATHLETIC ORIENTED POSITION	INDEX
HEAD FOOTBALL	0.145
ASSISTANT VARSITY	0.100
FRESHMAN	0.080
GRADE 8	0.070
GRADE 7	0.070
HEAD BASKETBALL – BOYS	0.145
ASSISTANT VARSITY	0.100
FRESHMAN	0.075
GRADE 8	0.070
GRADE 7	0.070
HEAD BASKETBALL – GIRLS	0.145
ASSISTANT VARSITY	0.100
FRESHMAN	0.075
GRADE 8	0.070
GRADE 7	0.070
HEAD WRESTLING	0.145
ASSISTANT VARSITY	0.080
WRESTLING 8 & 7 (combined grades)	0.070
WRESTLERETTE	0.020
HEAD BASEBALL	0.115
ASSISTANT VARSITY	0.080
HEAD SOFTBALL	0.115
ASSISTANT VARSITY	0.080
HEAD TRACK	0.145
ASSISTANT VARSITY	0.080
GRADE 8 & 7 – BOYS (combined grades)	0.060
GRADE 8 & 7 – GIRLS (combined grades)	0.060
HEAD VOLLEYBALL	0.115
ASSISTANT VARSITY	0.080
FRESHMAN	0.065
GRADE 8	0.060
GRADE 7	0.060
HEAD CROSS COUNTRY*	0.115
ASSISTANT VARSITY	0.060
CROSS COUNTRY – 8 & 7* (combined grades)	0.060
*BOYS/GIRLS COMBINED	
HEAD GOLF	0.115
ASSISTANT VARSITY	0.040
HEAD SOCCER	0.115
ASSISTANT VARSITY	0.040
HEAD CHEERLEADING	0.145
CHEERLEADING 8 & 7 (combined grades)	0.080
FACULTY MANAGER-FALL	0.060
FACULTY MANAGER-WINTER	0.060
FACULTY MANAGER-SPRING	0.040
STRENGTH AND CONDITIONING COACH	0.145

Payment shall be determined using the effective base salary for the current year.

ACADEMIC ORIENTED POSITION

DIRECTOR-INSTRUMENTAL MUSIC/MARCHING BAND	0.145-Y	NATIONAL HONOR SOCIETY ADVISOR	0.020-Y
ASST. DIRECTOR-INST. MUSIC	0.080-Y	LEADERSHIP BOARD ADVISOR	0.020-Y
FLAG CORPS ADVISOR	0.025-F	FUTURE TEACHER ADVISOR	0.020-Y
DIRECTOR-VOCAL MUSIC	0.060-Y	OUTDOOR EDUCATION ADVISOR	0.020-O
YEARBOOK ADVISOR-WHS	0.060-Y	SAFETY PATROL ADVISOR	0.020-Y
YEARBOOK ADVISOR-WMS	0.040-Y	FFA ADVISOR	0.040-Y
YEARBOOK ADVISOR-ELEMENTARY	0.025-Y	FOREIGN LANGUAGE ADVISOR	0.020-Y
		KEY CLUB ADVISOR	0.025-Y
NEWSPAPER ADVISOR* *MINIMUM 6 ISSUES	0.060-Y	BUILDERS CLUB ADVISOR	0.020-Y
		TEEN ADVISOR GROUP ADVISOR(S) (TAG)	0.020-Y
DRAMA CLUB ADVISOR/MUSICIAL DIRECTOR	0.060-W	ELEMENTARY SCHOOL PIANO ACCOMPANIST-$100.00 PER AFTER SCHOOL PERFORMANCE	
ACCOMPANIST/ASSISTANT DIRECTOR	0.040-W	POWER OF THE PEN	0.020-Y
CHOREOGRAPHER	0.020-W	3D PRINTING CLUB	
PIT BAND DIRECTOR	0.020-W	NATIONAL HONOR SOCIETY ADVISOR	0.020-Y
TALENT SHOW ADVISOR-Elem.	0.015-S	LEADERSHIP BOARD ADVISOR	0.020-Y
TALEN SHOW ADVISOR-Middle	0.015-Y	FUTURE TEACHER ADVISOR	0.020-Y
SPELLING BEE COORDINATOR	0.015-Y	OUTDOOR EDUCATION ADVISOR	0.020-O
DEPT. CHAIR W/O CONFERENCE	0.040-Y	SAFETY PATROL ADVISOR	0.020-Y
LEAD TEACHER W/O CONFERENCE	0.040-Y	FFA ADVISOR	0.040-Y
DEPT. CHAIR WITH CONFERENCE	0.0200.020-Y	FOREIGN LANGUAGE ADVISOR	0.020-Y
		KEY CLUB ADVISOR	0.025-Y
LEAD TEACHER WITH CONFERENCE	0.020-Y	BUILDERS CLUB ADVISOR	0.020-Y
STUDENT COUNCIL-HIGH SCHOOL	0.025-Y	TEEN ADVISOR GROUP ADVISOR(S) (TAG)	0.020-Y
STUDENT COUNCIL-MIDDLE SCHOOL	0.025-Y	ELEMENTARY SCHOOL PIANO ACCOMPANIST-$100.00 PER AFTER SCHOOL PERFORMANCE	
STUDENT COUNCIL-ELEMENTARY	0.025-Y	ELEM. MENTORING PROGRAM COORDIN. $1,700.00-Y	
CLASS ADVISOR(S)-SENIORS	0.025-Y	GIFTED COORDINATOR $6,212.40	
CLASS ADVISOR(S)-SENIOR TRIP	0.025-Y		
CLASS ADVISOR(S)-JUNIORS	0.025-Y	CURRICULUM DEVELOPMENT* $100.00 per day	
CLASS ADVISOR(S)-SOPHOMORE	0.020-Y	*Superintendent retains the right to assign	
CLASS ADVISOR(S)-FRESHMEN	0.020-Y		
QUIZ TEAM-HIGH SCHOOL	0.020-Y	Y - Paid per Academic Oriented Supplemental Payment Schedule	
QUIZ TEAM-7/8 ADVISOR	0.020-Y	F - paid per Fall Athletic Oriented Supplemental Payment Schedule	
QUIZ TEAM-5/6 ADVISOR (competition only)	0.020-Y	W - paid per Winter Athletic Oriented Supplemental Payment Schedule	
QUIZ TEAM-ELEMENTARY ADVISOR(S)	0.020-Y	S - paid per Spring Athletic Oriented Supplemental Payment Schedule	
CREATIVITY COMPETITION ADVISOR(S)	0.020-Y	O - One-time lump sum payment	
CHESS CLUB ADVISOR	0.020-Y		
POWER OF THE PEN	0.020-Y		
3D PRINTING CLUB			

INDIVIDUAL STUDENT TUTOR COMPENSATION

Teachers that elect to tutor students outside of the regular school day, at the request of the District shall be paid at rate of $25.00 per hour. One hour of preparation will be granted for each five (5) hours of instruction: In addition, the teacher will be paid mileage from school to the place of instruction.

SUPPLEMENTAL EXPERIENCE STEPS

1. Recognized experience steps shall be:

Step 1	Step 2	Step 3	Step 4
0-2 yrs.	3-4 yrs.	5-6 yrs.	7th year

At step 2, a 6% increase in salary over the previous step will occur.
At step 3, a 8% increase in salary over the previous step will occur.
At step 4, a 10% increase in salary over the previous step will occur.

2. Credit for documented experience at a lower level (inside or outside the district) shall be granted toward placement on a higher-level position in the same supplemental activity. Limit: 4 years' experience. Similarly, high-level experience will be granted toward placement on a lower-level position.

3. Credit for prior documented service for the same level of the same supplemental activity outside the district shall be granted upon employment (assignment). Limit: 5 years' experience.

SUPPLEMENTAL PAYMENTS

Contracted salary payments shall not be disbursed without all required credentials submitted to the Treasurer's office and approved by the Treasurer's office, per state laws and Board Policy.

1. Athletic Oriented Supplemental Positions

   a. Fall

   Compensation shall be divided into six (6) pays with the first payment scheduled no later than the first regularly scheduled bargaining unit member's pay in September.

   b. Winter

   Compensation shall be divided into eight (8) pays with the first payment scheduled no later than the first regularly scheduled bargaining unit member's pay in December.

c. Spring

Compensation shall be divided into six (6) pays with the first payment scheduled no later than the second regularly scheduled bargaining unit member's pay in March.

2. Academic Oriented Supplemental Positions

Compensation shall begin no later than thirty (30) calendar days following the bargaining unit member's first workday of the supplemental assignment and/or Board approval, whichever is later. The compensation will be divided by the number of remaining pays in the bargaining unit member's work year.

Academic Oriented Supplemental Positions which are seasonally based shall be paid according to the Athletic Oriented Supplemental payment schedule.

SHARING OF SUPPLEMENTAL POSITIONS

Employees who elect, with approval of administration, to share responsibilities of a supplemental position, shall share the pay for the supplemental position as they mutually agree in writing.

SUPPLEMENTAL SALARY COMMITTEES

A four-member committee, consisting of two representatives appointed by the Board and two representatives appointed by the Woodmore Education Association, shall be established.

This committee will annually review all supplemental duty positions (athletic and academic) and recommend any changes in job descriptions, compensation and/or any other additions to the Board and the Association, no later than March 1 of each school year.

H.2 SUPPLEMENTAL POSITIONS GROUPINGS LIST

Athletic Oriented

I. Football – Head Varsity, Assistant Varsity, Freshman, Grade 8, Grade 7
II. Basketball (Boys or Girls) – Head Varsity, Asst. Varsity, Freshman, Grade 8, Grade 7
III. Wrestling – Head Varsity, Assistant Varsity, Grade 8 & 7 (combined grades)
IV. Baseball – Head Varsity, Assistant Varsity
V. Softball – Head Varsity, Assistant Varsity
VI. Track (Boys and Girls) - Head Varsity, Assistant Varsity, Grade 8 & 7 (combined grades)
VII. Volleyball – Head Varsity, Assistant Varsity, Freshman, Grade 8, Grade 7
VIII. Cross Country (Boys and Girls) – Head Varsity, Asst. Varsity, Grade 8 & 7 (combined grades)
IX. Golf – Head Varsity, Assistant Varsity
X. Soccer - Head Varsity, Assistant Varsity
XI. Cheerleading – Head, Grade 8 & 7 (combined grades)
XII. Faculty Manager – Fall, Winter, Spring
XIII. Strength and Conditioning Coach

Academic Oriented

I. Music (Instrumental) – Director-Inst. Music, Asst. Director-Instr. Music, Flag Corps Advisor
II. Music (vocal) – Director – Vocal Music
III. Journalism* - Yearbook Advisor – (WHS, WMS, Elementary), Newspaper Advisor
IV. Dramatics – Drama Club Advisor/Musical Director, Accompanist/Assistant Director, Choreographer, Pit Band Director, Talent Show Advisor, Spelling Bee Coordinator
V. Dept. Chairpersons/Lead Teachers – with/without conference period
VI. Student Council Advisors – High School, Middle School, Elementary
VII. Class Advisors – Seniors, Juniors, Sophomores, Freshmen, Senior Trip
VIII. Quiz Team Advisors – High School, Grade 7/8 Advisor, Grade 5/6 Advisor (competition only), Elementary, Creativity Competition, Chess Club, Power of the Pen, 3D Printing Club, TAG
IX. Other Advisorships* – National Honor Society, Key Club, Builders Club, Leadership Board, Future Teachers, Outdoor Education, Safety Patrol, FFA Advisor, Foreign Language Advisor

*No experience granted for movement within group

H.3 SCHEDULE FOR ADDITIONAL DUTIES

Service by members of the bargaining unit extending before or after such member's regular duty pay and which is not a part of the member's regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one (1) year. Such supplemental contracts shall expire automatically.

Inclusion of an extra-duty assignment does not necessarily mean that each position will be filled in any given year, but only that if it is filled, the pay rate listed will apply.

Supplemental contracts shall be offered to teachers under terms of Part IV-A of this Agreement.

A member of the bargaining unit offered a supplemental contract shall execute and return such contract to the Treasurer at such time as shall be indicated on said contract (not less than fifteen (15) calendar days from the date of issuance). Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment.

Payment of Supplemental Contract stipends shall be at the employee's regular rate of deductions for tax purposes unless prohibited by the Internal Revenue Service. If an employee is unable to complete the duties of the supplemental position, the employee shall be paid, pro rata, for the portion of the duties that were performed.

If a new position is created and/or altered, the Board shall negotiate with the Association over the rate of compensation.

The Board retains the right to determine which supplemental contract positions will be filled.

I. HOSPITALIZATION

The Board shall determine the carrier of hospitalization, major medical, dental, or other medical benefits purchased jointly by the Board and the Association.

One member of WEA may attend SAN-OTT monthly meetings, including summer months.

Whenever the Board makes a change in the carrier:

1. The coverage shall be equal to or greater than the previous coverage unless, by mutual agreement, the coverage is changed.

2. Provisions shall be made for coverage of claims still pending with the previous carrier.

The Board's contribution to hospitalization, major medical, dental, or other medical benefits shall be as follows:

Single:	90% of premium if hired prior to July 1, 2024; 80% for employees hired after June 30, 2024
Employee + Spouse:	80% of premium
Employee + Child(ren)	80% of premium
Family:	80% of premium

Effective January 1, 2021, the Board will make a distinction in the premium contributions it makes for employees based upon whether the employee is a "Wellness Participant" or "Non-Wellness Participant." In order to qualify as a "Wellness Participant," the employee must complete a preventative services requirement by October 1st of each year, beginning with October 1, 2020. The preventative services requirement will be set each year by MedBen's Well Living Program (or its successor).

Employees who do not timely complete the annual preventative services requirement will have their premium contribution responsibility for the following year equal the difference between the total premium cost of the Non-Wellness Participant rate established by the San-Ott Consortium minus the applicable percentages set forth above as applied to the total premium cost Wellness Participant rate. In order for employees on an Employee/Spouse or Family plan to obtain the Wellness Participant Rate, the employee's spouse must complete the preventative services requirement.

Any employee who elects to participate in Option 6 or 7 will receive the following incentive:

The Board shall make a deposit into a Health Savings Account (HSA) for employees hired prior to July 1, 2024 equal to fifty percent (50%) of the deductible in accordance with the following terms:

1. One-half of this deposit shall be made by January 31 of each calendar year and the second half by June 30 of each calendar year. Funds deposited into the HSA become the property of the employee and can be accumulated from year to year.

2. Separation of employment with the Board before the end of the school year and/or termination of Group Insurance before payment is made will render the employee ineligible to receive the deposit.

3. Employees shall be responsible for submitting HSA account information to the Board at least 30 calendar days prior to January 31 or at least 30 calendar days prior to June 30. Employees who fail to timely submit the required documents may forfeit their HSA payment.

4. For employees whose first day of work is after June 30, 2024, the Board shall make a deposit into a Health Savings Account (HSA) equal to $1,500 in each year of the contract.

SPOUSAL COORDINATION OF BENEFITS

Spouses of employees who work for an employer where insurance is available, or who qualify for retirement insurance, will be required to enroll in at least Single coverage through their employer.

Spouses will be exempt from this requirement if:

1. The spouse's employer is another school district within the SAN-OTT School Consortium.

2. The spouse's employer does not offer medical coverage.

3. The spouse must pay an amount greater than fifty percent (50%) of the cost of the highest cost single medical coverage offered by the SAN-OTT School Consortium.

4. The spouse was retired before August 1, 2004.

Any full-time bargaining unit member who does not enroll or participate in the District's hospitalization plan shall receive a payment as follows:

Number of Employees Waiving Coverage	Annual Payment
0-10	$500.00
11-20	$750.00
21+	$1,000.00

This payment shall be made on or before issuance of the first paycheck in February following the January 1 – December 31 insurance plan year in which coverage is declined. The employee must be employed in the District or receiving retirement payments from STRS at the time the payment is made to receive payment.

STAFF WELLNESS COMMITTEE

A Wellness Committee shall be established consisting of three (3) members appointed each by the Administration, OAPSE and the Woodmore Education Association. The Wellness Committee shall meet quarterly to consider issues such as administration of the health benefits plan, costs of the plan and periodic evaluation of the plan. The Wellness Committee may also promote studies of current developments in the health care industry and continuing education programs for all staff on benefit usage for maximum cost effectiveness. All recommendations by the Wellness Committee must be reached by consensus. Any changes to the health insurance programs must be ratified by the Board and the Association.

J. VISION INSURANCE

The Board will provide a Vision Insurance Plan. The plan will have a $10 co-payment for an examination and a $15 co-payment for lenses and/or frames. The Board will pay 80% of the premium rate and the employee will pay 20% of the premium rate.

K. GROUP LIFE INSURANCE

Each licensed employee covered by the terms of this Agreement shall be provided group insurance as follows:

Life Insurance	$25,000.00
Accidental Death and Dismemberment Insurance	$25,000.00

L. SEVERANCE PAY AND INCENTIVE

Employees, upon retirement, shall be entitled to .250 of their accumulated sick leave at the time of eligibility for service retirement. Severance pay will be at the current daily rate at the time of leaving active service.

Employees will be paid within thirty (30) days after verification of retirement is received from the State Retirement System by the Treasurer, which must be received within ninety (90) calendar days of the employee's last workday in the District.

Employees who submit a signed letter of resignation for the purpose of retirement on or before March 15 of the current school year shall be given $500.00 additional severance pay. To be eligible for this benefit the employee must retire by June 1st or later of the last school year.

Employees must have served their last five (5) years in the service of the Woodmore Local Schools to qualify for severance pay.

M. TUITION REIMBURSEMENT

The goal of any additional training at a state-approved university should be to provide assistance or new knowledge in instructional techniques to help improve instruction in the classroom.

Recognizing this, the Board and the Association agree to the following terms:

1. The Board will establish an Educational Incentive Fund each fiscal year and annually appropriate twenty thousand dollars ($20,000.00) to be used by classroom teachers to take course work in the teacher's area of assignment or area of instruction in the science of education. A fiscal school year is July 1-June 30.

2. All teachers on the WEA Salary Schedule will be eligible to use this fund. Teachers with less than three (3) years' experience shall have restricted use of this fund. This restricted use means they must be employed by the school district the following school year and they will not receive tuition reimbursement until October of the following school year. Employees with less than three (3) years' experience shall not be eligible for tuition reimbursement during the year they resign or are not reemployed.

3. For further course work not covered by preceding #1 and #2, the teacher must receive written approval of the Superintendent and LPDC Chairperson before beginning the course work.

4. All teachers must submit an application to the LPDC of their intent to enroll in course work so that a record can be kept of the funds allotted per year and the use thereof.

5. Of the funds set aside, teachers will be reimbursed as calculated by this formula:

   $ funds ÷ total number of reimbursable semester hours (or the equivalent) taken by all eligible teachers X total number of semester hours (or equivalent) taken by the eligible teacher.

   The individual teacher can submit a maximum of eighteen (18) semester hours of course work for reimbursement for the school year (September through August). Any funds remaining in the Educational Incentive Fund following the initial disbursement of funds will be redistributed to all teachers who applied for and were granted reimbursement per this Article by using the above formula until the member is fully reimbursed not to exceed the actual amount of out of pocket dollars spent. Unused funds each fiscal year shall be carried over into the next fiscal year but the fund shall never exceed $25,000. A fiscal year is July 1- June 30.

6. All course work must be successfully completed with at least a "B" average (or a Pass if Pass/Fail course) and credit must be received.

7. Tuition reimbursement will be paid to all eligible teachers in the month of October of the ensuing school year. Teachers must be employed in the District or laid off under Part IV(K) at the time payment is made to receive payment.

8. Payment for course work will be issued upon receipt of certified transcript and proof of payment of tuition to the college/university (copies of canceled check or credit card statement) by the Superintendent's office by September 15. Notarized grade card or other college/university certification will be accepted if the transcript is delayed, but the transcript must follow.

N. SECTION 125 PLAN

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed the current IRS regulation may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the employer with an insurance provider as the enroller and recordkeeper of the plan. The insurance provider shall provide the school district a hold harmless and recordkeeping agreement that will further hold the employer risk free under the IRS provisions regulating nonreimbursed medical payments.

Neither the employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

O. ANNUITIES

Any employee desiring to add an annuity must use a current annuity company or have a group of three (3) employees to add a new annuity company.

P. SUPPLEMENTAL RETIREMENT PAYMENT

Employees currently employed by the Board who were at step 30 or above as of July, 1, 2017, shall receive a supplemental retirement payment upon retirement that is equal to the difference between $14,000 and the total amount of all longevity payments paid to the employee. If the longevity payments paid to the employee exceed $14,000, then the employee will not be eligible to receive any supplemental retirement payment.

Q. COLLEGE CREDIT PLUS

Pursuant to Ohio Revised Code 3365 et seq., the District shall participate in the College Credit Plus (CCP) program and shall offer college level courses to students in grades 7 through 12 in accordance with the following provisions:

1. The Administration will publicize the application process (including any deadline) to staff members.

2. The Administration, at its discretion, will select the successful applicant(s) and the educational institution and program in which such applicant(s) will participate. The Board will reimburse each participant for required tuition and fees (but not textbooks and supplies) upon submission of appropriate documentation to the Board's Treasurer. As a condition for reimbursement, the participant must complete the program and pass any course taken with a grade of "C" or better (or a passing grade if the course is graded on pass/fail basis).

3. After completion of the program, the participant is obligated to remain employed by the Board for a period of three (3) years. For this purpose, "year" is defined as at least one hundred twenty (120) workdays on paid status within a particular school year. If the participant fails to fulfill this commitment, the board is entitled to recoup thirty three percent (33%) of its reimbursement cost incurred under the preceding paragraph for each year of the three-year commitment not met. For example, if the participant remains employed for only two (2) years, the Board will recoup thirty three percent (33%) of its reimbursement cost. This recoupment provision will be waived, however, if the commitment is unmet because of the participant's death and may be waived for extenuating circumstances with Board approval.

4. No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. However, they may provide information from the IHE evaluation as evidence of competencies in their District evaluation. Any evaluation performed by the IHE shall be kept separate from the employee's personnel file, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the IHE evaluation.

5. CCP instructors will be paid a stipend of $500.00 per course, per semester. The payment will be included in the staff member's regular paycheck at the conclusion of the semester.

The District shall adhere to the Ohio Revised Code, Ohio Administrative Code, DEW and ODHE guidelines regarding College Credit Plus requirements; however, the terms of this Contract shall prevail with regard to bargaining unit member rights and responsibilities when participating in the program.

R. <u>DISTRICT LEADERSHIP TEAM COMMITTEE:</u>

1. A District Leadership Team Committee shall be convened each year by the Superintendent and shall consist of no more than a maximum of (3) representatives each from the Elementary School, Middle School, and High School.

2. WEA members may submit a letter of interest to the Superintendent for consideration of appointment.

   a. Letters of interest must be submitted by May 1 of the preceding school year.

b. Members shall be notified of their appointment by June 1 of the preceding school year.

c. Once appointed, members shall remain on the committee, unless they resign or are released by the Superintendent.

3. This Committee may discuss agenda items submitted by any member of the Committee prior to the meeting or submitted during the meeting.

4. In the event that there are no items for an agenda, the Superintendent may cancel the meeting for that month or reschedule it for another time.

5. Nothing discussed by this committee shall be construed as negotiations over mandatory subjects of bargaining.

6. Committee members will be paid $30.00 per meeting.

APPENDICES

Self-Assessment Summary Tool

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

Name:
Date:

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio's Learning 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's Learning Standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• 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 of an environment that is conducive 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			
Standard 7: Professional Responsibility and Growth	• 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			

APPENDIX A

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed (Skilled) ☐ Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s).

☐ Focus for Learning
☐ Knowledge of Students
☐ Lesson Delivery
☐ Classroom Environment
☐ Assessment of Student Learning
☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed

Describe the alignment to district and/or building improvement plan(s):

Comments:

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Sample Pre-Conference Questions to Guide a Coaching Conversation

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

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

ASSESSMENT OF STUDENT LEARNING

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

PROFESSIONALISM

PROFESSIONAL RESPONSIBILITIES

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

Final March 27, 2020

Planning for the Post-Conference
Ohio Teacher Evaluation System 2.0

Post-Conference Planning

The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.

Considerations
Before deciding which reflective questions are best matched to the educator's performance and goals, consider the following:

- What focus area(s) might be/were identified after the Formal Holistic Observation? What evidence has been demonstrated to support growth in the focus area(s)?
- What are the teacher's goals on the Professional Growth Plan (PGP)? Do the measurable indicators identified on the PGP demonstrate progress on the plan?
- What does the teacher's high-quality student data (HQSD) demonstrate about instruction and student learning?
- How has the teacher provided evidence of *use* of the HQSD to impact student learning and teacher practice?
- What further supports might this teacher need to enhance practice and demonstrate growth?

Reflective Questions
The number and type of focus area(s) (strength and/or area of growth) are determined locally.

- Record 3 to 5 reflective questions aligned to the identified focus area(s) that would enhance a strength and/or support an area of growth.
  1.
  2.
  3.
  4.
  5.

Three Key Elements of the Instructional Post-Conference

Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
   - Review Conference Process
   - General Impression Question: "How do you think the lesson went?"

2. Focus area(s)
   - Discuss identified focus area(s)
   - Ask self-reflection question/s
   - Provide evidence from notes
   - Share resources and supports

3. Present evidence and rating connected to the rubric.

Using High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.*

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- ☐Align to learning standards
- ☐Measure what is intended to be measured
- ☐Be attributable to a specific teacher for course(s) and grade level(s) taught
- ☐Demonstrate evidence of student learning (achievement and/or growth)
- ☐Follow protocols for administration and scoring
- ☐Provide trustworthy results
- ☐Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- ☐Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- ☐Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- ☐Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- ☐Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

*LEGAL REFS. ORC 3319.111; 3319.112

Walkthroughs/Informal Observations: Overview and Resources
Ohio Teacher Evaluation System 2.0

Overview: Walkthroughs/Informal Observations:

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. While many of these interactions may take place in the classroom, a more formal instructional setting, it should be noted that evidence of teacher practice is visible in many settings. Some teacher behaviors are observable in the classroom while other evidence may be obtained from formal conferences, informal conversations, and evidence of practice, as well as input from colleagues, parents/guardians and students.

As part of the observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and enhances a teacher's professional growth and development.

A walkthrough/informal observation is a

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Method to allow evaluators opportunity to gather additional evidence on identified focus area(s) to enhance teacher practice;
- Process for giving targeted evidence-based feedback to teachers; and
- Means for evaluators to visit classrooms more frequently and more purposefully.

As part of the teacher evaluation system, walkthroughs/informal observations should, whenever possible, be focused on gathering evidence related to the teacher's identified focus area(s). However, evaluators are not limited to only collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Guidelines for Walkthroughs/Informal Observations

Informally Observe Teachers

Teachers who are fully evaluated will have a minimum of two walkthroughs. Walkthroughs are informal observations less than 30 minutes; these may be announced or unannounced.

Informally Observe Often

The evaluator's presence in the classroom should send a positive message to teachers. Conducting walkthroughs consistently and frequently can have a positive impact on teacher practice and student learning. Find time to observe teachers at varying times of the day because what occurs in the morning can be different from what occurs in the afternoon.

Focusing on Identified Areas for Support

Focus area(s) may be determined during the required conference following the first Formal Holistic Observation or during the previous year's Final Summative Conference. The focus may be area(s) of relative strength and/or area(s) for improvement. Determination of focus area(s) should mirror the level of autonomy used to develop Professional Growth Plans:

- Teachers rated Accomplished - Self-Directed by teacher
- Teachers rated Skilled – Jointly determined by teacher and evaluator
- Teachers rated Developing – Guided by evaluator
- Teachers rated Ineffective – Determined by evaluator

Evidence gathered during walkthroughs that occur after the Formal Holistic Observation should be focused on the teacher's identified area(s) for support when applicable. Evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Make Time to Follow Up

Follow-up communication to walkthroughs is a critical component. Follow-up will often be in writing, but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to support teachers in enhancing their practice. If possible, evaluators should follow up with the teacher on either the same day or the next day. To impact practice, teachers should receive feedback in a timely manner.

Teacher-Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to the teacher's identified focus area(s).

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes measures of values or counts expressed as numbers. For example, the evaluator could use a checklist to tally the types of questions asked (higher versus lower levels). The evaluator might also chart the number and types of assessments used. Qualitative data can include scripted notes detailing patterns of activities, feedback shared and events observed. In both cases, accuracy is essential to ensure the credibility of the process and the evaluator.

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

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

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

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

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

Evaluator Summary Comments:

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

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

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

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

OBSERVATIONS

Evaluator Summary Comments:

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

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication)	**Communication with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review		appropriate language or content-specific strategies. There is no student engagement. The teacher does not give students feedback.	limited content-specific strategies. Students demonstrate little engagement in the lesson. Feedback to students is general, occasional or limited and may not always support student learning.	appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
LESSON DELIVERY *(continued)*	**Student-centered learning** Element 3.5	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Element 4.5 Element 4.6 Element 5.3 Element 5.4	There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students,	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*		instructional time and frequent off-task behavior.	behavior is sometimes evident. The teacher makes decisions about classroom operations.	Students assume appropriate levels of responsibility for effective operation of the classroom.	behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities	The teacher demonstrates a lack of understanding and	The teacher demonstrates minimal understanding of district policies, state and	The teacher demonstrates understanding by following district policies, state and	The teacher demonstrates understanding by following district policies, state and federal

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Element 7.1	regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

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

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

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

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

☐End of Cycle (Full evaluation required in the next school year)

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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