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AGREEMENT BETWEEN

THE BOARD OF EDUCATION

OF THE

WAVERLY CITY SCHOOL DISTRICT

AND THE

WAVERLY CLASSROOM TEACHERS ASSOCIATION

July 1, 2025 through June 30, 2027

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AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF THE
WAVERLY CITY SCHOOL DISTRICT
AND THE
WAVERLY CLASSROOM TEACHERS ASSOCIATION

This Agreement entered into at Waverly, Ohio this 1st day of July, 2025, between the Waverly City School District Board of Education, hereinafter referred to as the "Board", and the Waverly Classroom Teachers Association, hereinafter referred to as the "Association".

ARTICLE I - RECOGNITION

1.01
The Board recognizes the Association as the sole and exclusive representative of all teachers of the District. For purposes of this Agreement, the term "teachers" shall mean all certificated/licensed employees of the Board employed under regular teaching contracts. Excluded from the bargaining unit are non-teaching employees, the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Administrative Directors, Administrative Coordinators, Supervisors, Administrative Assistants, Temporary or Substitute Teachers, Tutors, auxiliary services personnel and any other confidential, supervisory or management-level employees as defined in Section 4117.01 of the Ohio Revised Code.

1.02
The Board agrees that for the term of this Agreement negotiations with the bargaining unit shall be conducted only with the Association. However, nothing contained herein shall abridge the right of individual teachers to present their views and recommendations to the Board.

1.03
Neither the Association nor any member of the Association shall discriminate against or harass any person who elects not to join the Association or participate in any concerted action by the Association against the Board.

1.04
Neither the Board nor any member of the Administration shall discriminate against or harass any person who elects to join the Association.

1.05
Recognition of the Association as the exclusive representative of members of the bargaining unit shall be for the term of this written contract as provided for in Section 4117.04 (A) and 4117.05 (B) of the Ohio Revised Code. During the period of time from 90 to 120 calendar days prior to the expiration of this Agreement, teachers, a group of teachers or any individual or employee organization acting on their behalf, may file a petition with the State Employment Relations Board with the support of 30% of the teachers alleging that the Association is no longer the representative of a majority of the teachers in the bargaining unit.

Any election and/or proceeding following the filing of a petition as described herein shall be conducted by and in accordance with rules and regulations of the State Employment Relations Board.

ARTICLE II - BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

2.01
Except as specifically limited by this Agreement, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of Ohio and/or the United States, or which may be implied from such laws, including the rights specified in Section 4117.08(C) of the Ohio Revised Code.

ARTICLE III - NEGOTIATIONS PROCEDURE

3.01 Alternative Procedure Established

A. Pursuant to Sections 4117.14 (C) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures in Section 4117.14(C)(2)-(6) and any other procedures to the contrary.

B. Representatives of the Board and the Association shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination, nor threat nor implication thereof.

3.02 Requests for Negotiations

A. If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice via hand delivery to the Superintendent of that intention upon the other party not more than ninety (90) nor less than sixty (60) days prior to the expiration of this Agreement. Following service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor agreement.

B. Within fifteen (15) days after the receipt of such notice, or some other mutually agreed to date, an initial meeting shall be held for the purpose of permitting both parties to submit in writing all of their proposals for negotiations. Thereafter, neither party shall be permitted to submit additional items of negotiation unless such submission is agreed to by both parties.

C. Each proposal submitted by either party shall specify in detail that to which agreement is sought in terms acceptable to the proponent so that without clarification or supplementation the proposal, if agreed to by the other party, would express the whole agreement between the parties with respect thereto.

3.03 Negotiation Meetings

A. Negotiation meetings shall be scheduled at the request of the parties, and until

negotiations are concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.

B. Meetings shall be scheduled at reasonable intervals, places and times to avoid, as nearly as practicable, conflict and interference with school and employment schedules.

C. Negotiation meetings shall be closed to the press and the public.

D. During the course of a negotiation meeting either party may recess for caucuses of reasonable length at any time.

E. Either party may keep minutes of the meeting in such form and detail as it may deem advisable.

3.04 Representation

Representation at negotiation meetings shall be limited to five (5) representatives of the Board and five (5) representatives of the Association. Only those so designated by the Board and the Association shall attend negotiation meetings, unless the parties agree otherwise. In addition, each party may have up to two observers at each meeting.

3.05 Assistance and Study Committees

A. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.

B. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

3.06 Information

The parties agree to furnish, upon written request, at no charge and within one week after the District has access to such information, available information relevant to the collective bargaining process. Access to available information in such forms as it may exist constitutes compliance with this provision; and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

3.07 Agreement

A. As tentative agreement is reached on items which are the subject of negotiations, the agreement on those items shall be reduced to writing and initialed by the designated representatives of each party but such initialing shall not be construed as final agreement between the representatives until all items have been so initialed.

B. Upon reaching tentative agreement on all issues, said tentative agreement shall be reduced to writing and presented to the Association for ratification within fourteen (14) calendar days. Upon ratification by the Association, said tentative agreement shall be presented to the Board for adoption within twenty-eight (28) calendar days. When so ratified and adopted, the agreement shall become a contract between the parties for the period stated therein, and shall become a part of the official minutes of the Board.

3.08 Disagreement - Mediation

In the event agreement cannot be obtained on all issues submitted to the bargaining process, either bargaining team may declare impasse on issues not yet resolved and request that said issues be presented to the impasse provisions of the Article.

3.09 Mediation

Upon declaration of impasse, both parties shall jointly request the use of a mediator to resolve issues of disagreement. A mediator shall be obtained through the Federal Mediation and Conciliation Service according to their voluntary rules and regulations. In the event agreement is not reached through mediation within thirty (30) calendar days after the first meeting with the mediator, the Association may initiate the provisions of Section 4117.14(D)(2) of the Ohio Revised Code, unless the parties agree to extend the mediation.

When agreement is obtained utilizing the procedures of impasse, the issues shall be submitted to the Association and Board according to the provisions stated in 3.07.

ARTICLE IV – LABOR MANAGEMENT COMMITTEE

4.01
A Labor Management Committee (LMC) shall be established, the purpose of which is to discuss District-wide issues and concerns. The LMC shall consist of no more than ten members being no more than five representatives of WCTA and no more than five representatives of the Board of Education. The LMC will meet one (1) time per semester. The Superintendent and Association President will mutually set the date, location and time. One week prior to each scheduled meeting, both parties will submit a list of issues to be discussed at the meeting. Committee members may request training through the Federal Mediation and Conciliation Service.

ARTICLE V - GRIEVANCE PROCEDURE

5.01 Definitions

A. A "grievance" is a claim by a teacher(s) that there has been a violation, misapplication or misinterpretation of this Agreement. A "grievant" is a teacher(s) initiating a grievance.

B. "Superintendent's designee" means a certified administrative staff member from the Central Administration Office.

C. "Day" or "days" means a regularly scheduled teacher's work day during the regular school year. During the summer recess, "day" shall mean a weekday exclusive of any holiday.

5.02 Purpose

A. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure. Nothing herein shall prohibit any aggrieved person from discussing his grievance informally with any member of the administration.

B. This procedure shall be the sole and exclusive method for resolving disputes under this Agreement. If any grievance arises, there shall be no stoppage or suspension of work because of such grievance, for it is intended that it shall be submitted to this grievance procedure. This provision shall not be interpreted to deny any party any rights under Section 4117.09(B)(1) of the Ohio Revised Code.

C. If a teacher fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, the grievance shall be considered waived.

5.03 Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums, and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties.

A. Level One: A grievant shall first discuss his grievance with his Principal with the objective of resolving the grievance informally.

B. Level Two: If the grievant is not satisfied with the disposition made at Level One, or if no disposition is made, the grievant shall file a written grievance with his building Principal within ten (10) days of the alleged occurrence. The Principal shall, within five (5) days after receiving the grievance, give the grievant his answer, with a copy to the Association President.

C. Level Three: If requested in writing by the grievant, the Association shall review the grievance and the answer and if it desires, it shall, within ten (10) days, after the date of the answer, refer the matter in writing to the Superintendent or her designee.

The Superintendent or her designee shall, within ten (10) days after receipt of the grievance from the Association, meet with the grievant to consider the grievance. Within five (5) days after such meeting, the Superintendent or her designee shall give to the grievant and the Association President a written disposition of the grievance.

D. Level Four: If requested in writing by the grievant, the Association shall review the grievance and the answer, and if it desires, it shall, within ten (10) days after the date of the

answer, refer the matter in writing to the Board. The Board shall grant the grievant a hearing. The Board shall render its decision within fifteen (15) days after the conclusion of the hearing and shall send a copy of the decision to the grievant and the Association President.

E. Level Five: If the grievant is not satisfied with the disposition at Level Four, she may within five (5) days of receipt of the written response, make written request to the Association that the grievance be submitted to arbitration. The Association shall determine if a grievance shall be processed to arbitration. The Association shall notify the Board within ten (10) days of the written response from Level Four that a demand for arbitration has been sent to American Arbitration Association. The Association shall petition the AAA for a list of nine (9) names from which the Arbitrator shall be selected by the alternative strike method. Either party shall be entitled to request a second list. The arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator's decision shall be in writing and a copy shall be sent to all parties present at the hearing. The decision of the arbitrator shall be binding upon the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this Agreement nor may he render a decision which is contrary to law. The costs of the arbitration shall be shared equally by the Association and the Board.

5.04 Association Rights

Nothing contained herein shall prevent any aggrieved person from presenting a grievance and having it adjusted without intervention or representation by the Association, if the adjustment is not inconsistent with the terms of the Agreement and the Association is invited in writing to attend grievance meetings where an adjustment may occur.

5.05 Representation

Both parties may be represented at all levels as provided by law.

ARTICLE VI - SICK LEAVE

6.01 Annual Allowance

Each teacher shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month.

6.02 Transfer

Any sick leave earned and unused in prior employment, with another school district or other agency of the state, upon presentation of a certified copy stating the number of sick days earned and unused by a teacher, shall be transferred to the teacher's account at the time of employment in the manner prescribed by state law.

6.03 Accumulation

The maximum number of sick leave days accumulated shall be two hundred forty (240) days.

6.04 Approved Use of Sick Leave Days

Teachers, upon approval of the responsible administrative officer of the School District, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury or death in the teacher's immediate family. Each teacher shall furnish a written signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when he was consulted. Use of sick leave beyond seven (7) consecutive workdays will require a medical certificate from a physician or nurse practitioner that specifies when the illness began and when the employee may return to duty.

Male teachers may take up to ten (10) days of sick leave for the birth of their child. During the months of August through May teachers may take up to six (6) weeks of sick leave for the adoption of their child provided they give appropriate documentation to the Superintendent justifying the length of the leave.

6.05 Advance

Each regular teaching employee of the Board who has exhausted his/her accumulated sick leave and each newly hired regular teaching employee shall be entitled to an advance of five (5) days of sick leave each year, to be charged against sick leave he subsequently accumulates.

6.06 Administration

Each teacher shall complete and sign a statement on the Board prescribed form (paper, electronic, or as otherwise directed by the Board), to justify his/her use of sick leave within five (5) workdays of such absence. Failure to report within five (5) workdays will result in unpaid leave days. This sick leave procedure shall be uniformly administered. All other provisions of 3319.141 of the Ohio Revised Code shall also be uniformly administered.

6.07 Immediate Family

As used in this Article, "immediate family" means spouse, mother, father, sister, brother, children, step-children, grandparents, grandchildren, step-grandchildren or other close relative who is a full time resident of the teacher's household. "Immediate family" shall include father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, and uncle limited to five (5) days per occurrence of serious injury, serious illness, or death.

6.08 Bereavement Leave

Each teacher is entitled to up to three (3) days of bereavement leave not chargeable to sick or

personal leave for a death in the immediate family.

ARTICLE VII - PERSONAL LEAVE

7.01
Each teacher shall be granted three (3) days of nonaccumulative personal leave per school year upon filling out, signing and submitting the request to the appropriate administrator at least three (3) school days prior to the day of requested leave on the personal leave form provided by the Board. During the month of May, teachers must submit requests to the appropriate administrator at least five (5) school days prior to the day of requested leave on the personal leave form provided by the Board. In case of emergency, a teacher shall verbally notify the Principal, Assistant Principal or Superintendent of the need for personal leave and submit the form on the day of his return. If personal days are unused, one day may be carried over to the next school year. Thus, the maximum number of personal days available in any one year would be four (4) days.

7.02
Personal leave may not be used for:

A. Gainful employment or other income-producing activity;

B. Obtaining other employment;

C. Extending sick leave; or

D. Testifying against the Board of Education in a legal proceeding except where subpoenaed to attend that legal proceeding.

7.03
Employees shall not take four (4) personal days consecutively. Employees may not take more than one (1) personal leave day during the month of May. However, employees may use up to one (1) additional personal leave day in the month of May for major life occurrences (including, but not limited to weddings, graduations, National Honor Society Induction, Award Days, 8th grade promotion). Employees may not use personal leave on teacher workdays or professional development days or waiver days.

7.04
If at the end of each school year an employee has any unused personal leave days, that employee may carry over one (1) day as described in paragraph 7.01 above or that employee may receive an additional stipend at the substitute rate of pay per personal day not used or the employee may transfer up to four (4) personal leave days to sick leave. The Treasurer shall pay the stipend by the second pay in July to each eligible teacher. An employee must inform the Treasurer in writing of his/her decision about what that employee wants to do with unused personal days by the teacher work day at the end of the school year. If an employee fails to notify the Treasurer by that date, the employee will receive a stipend for all unused days.

ARTICLE VIII - PROFESSIONAL LEAVE

8.01
Teachers will be authorized to attend professional meetings upon the approval of the Superintendent**.**

8.02
Professional meetings are hereby defined as professional organization meetings, and/or meetings directly related to the work assignment of the teacher requesting the authorization to attend the meeting. Generally, teachers will be authorized to attend only such association meetings in which they hold membership. Professional leave is also defined as time being used for work directly related to National Board Certification up to a maximum of two (2) school days.

8.03
Inasmuch as funds are limited for expenses to the amount appropriated, the Association is requested to recommend priorities early in the year as a reference for the Superintendent to approve requests for teachers to attend professional meetings.

8.04
Expenses will be limited to the amount estimated in the request and reimbursement will only be on itemized listing of all expenditures. Receipts for lodging and registration fees should be attached to the itemized statement filed for reimbursement.

8.05
Should a request for professional leave be denied, the teacher requesting the leave shall be notified in writing for the reason of the denial. The reason for denial shall not be grievable.

ARTICLE IX – ASSAULT LEAVE

9.01
A teacher is entitled to paid assault leave if the teacher is unable to work because of a physical disability resulting from an unprovoked assault on the teacher in the course of employment. Such leave shall be limited to fifteen (15) days.

9.02
A teacher shall promptly report the incident to the Superintendent or designee as soon as possible and shall cooperate with the prosecution of the assailant. The report to the Superintendent or designee shall be made in writing and shall give a description of the incident and the teacher's physical disability.

9.03
The Superintendent or designee may require the teacher to provide doctor certification or to undergo medical examination by a Board-paid physician in order to justify the need for leave. If the Superintendent or designee makes such a requirement, a grant of Assault Leave shall be immediately given on the condition that doctor's certification or medical examination be

completed and submitted within five (5) days. If the certification or examination by the physician does not justify the need for assault leave, the time taken off to that point will be counted against the teacher's sick leave.

9.04
Paid assault leave shall be in lieu of workers' compensation benefits for the time the teacher is using assault leave.

9.05
The Board will provide annual training to teachers regarding classroom management and positive behavior interventions and supports.

ARTICLE X – COURT LEAVE

10.01
A teacher shall be granted, upon written request, leave for the purpose of jury duty. The teacher will receive his regular pay for the time on such leave and submit to the Treasurer pay received for jury duty.

10.02
A teacher subpoenaed as a witness in a school related case will receive his regular pay and submit to the Treasurer pay received for such appearance. School related shall be defined as:

A. Presentation of student records or information concerning a particular student.

B. Witness on behalf of the Board of Education.

ARTICLE XI - ORGANIZATION PRIVILEGES

11.01 Building Representatives

Representatives of the Association may transact official Association business on school property as long as the transaction does not interrupt or disrupt class instruction.

11.02 Bulletin Boards - School Mail System

Subject to availability, the Association shall have the right to use the internal school mail system and school bulletin boards for communications concerning Association matters. The Association shall also have access, subject to availability, to an e-mail box on the District's system.

11.03 Building and Equipment Use

A. Subject to availability, the Association may use for Association business school buildings and equipment. Requests for the use of school buildings and equipment shall be directed to the appropriate building Principal.

B. The charges to the Association for the use of school buildings and equipment shall be as follows:

1. Cost of any special custodial or other employee services required as a result of Association use of school buildings and/or equipment;
2. Cost of Board office supplies utilized by the Association;
3. Cost of using copying and duplicating machines, which cost shall be the prevailing rate.

11.04
The Board shall not withdraw any of the foregoing privileges except in cases of abuse.

ARTICLE XII - MEDICAL EXAMINATION

12.01
The cost of any medical examination and/or vaccination which a regular contract teacher is required to undergo as a condition of employment or continued employment shall be borne by the Board.

ARTICLE XIII - MILEAGE REIMBURSEMENT

13.01
The Board shall reimburse teachers for authorized use of their own vehicles in the performance of their duties. This includes reimbursement for mileage driven within the District after the teacher arrives at his initial assignment in the morning, but does not include commuting mileage to and from the teacher's home. Requests for reimbursement shall be submitted monthly on forms prescribed by the Board and shall be approved by the Superintendent or his designee prior to payment. Reimbursement shall be at the IRS rate.

ARTICLE XIV - PAYROLL DEDUCTIONS

14.01
The Board and the Association agree that teachers shall be granted payroll deductions for monthly payments of professional dues, EPAC contributions, and tax sheltered annuities.

14.02
All teachers must submit requests for professional dues**,** EPAC contributions payroll deductions on or before October 1st of the first year beginning such deductions. Written authorization for payroll deductions of dues shall be continuous from school year to school year. A teacher may revoke such authorization by giving written notice to the Treasurer by September 30. The teacher must also give notice to the Association President by September 30. Such deductions shall be in equal amounts each pay period insofar as possible. Deductions shall begin with the first pay period in October and continue with each pay period for ten (10) months. Payroll deductions will be made for EPAC contributions if there are a minimum of five (5) teachers who sign payroll authorizations by October 1. The EPAC deduction shall be made at One Dollar ($1.00) per pay beginning in October and continue with each pay period for ten (10) months.

14.03
Forms to request payroll deductions shall be provided to the association's president by the Treasurer on or before the first teachers' day of school each school year.

14.04
Credit union deductions may be requested before the first day of any month to begin the first pay period of the month. Once established, the amount of the credit union deduction may only be changed six (6) times per calendar year.

14.05
The Association, on behalf of itself and OEA and NEA, agrees to indemnify the Board, Treasurer, any employee designated as payroll or assigned by the Treasurer to deduct union dues, Central Office staff, and Superintendent for any cost or liability incurred as a result of the implementation and enforcement of the dues deduction provisions of this Agreement, including, any liability associated with employees who desire to drop membership outside the window period set forth in paragraph 14.02 above.

ARTICLE XV - SEVERANCE PAY

15.01
A teacher may elect, at the time of acceptance for retirement by the State Teachers Retirement System (STRS), to receive severance pay if his application for and date of retirement is within ninety (90) days of his last day of service with the District. No teacher who receives unemployment compensation benefits after his last day of district service shall be eligible for severance pay.

15.02
Each teacher who qualifies shall receive thirty percent (30%) of his accrued but unused sick leave. Payment shall be based on the daily rate of pay at the time of retirement. Payment under this provision shall eliminate all sick leave credit. No teacher shall receive more than one payment. Payment shall be made in one lump sum before the end of the calendar year in which a timely request is made, or within thirty (30) calendar days of the request, whichever comes first.

ARTICLE XVI - PREGNANCY LEAVE

16.01 Paid Sick Leave

If her condition requires, a teacher may apply to the Superintendent for sick leave subject to the specifications and requirements of Article VI and Section 3319.141 of the Ohio Revised Code.

16.02 Unpaid Disability Leave

If a teacher who is ill or disabled because of pregnancy elects not to use accumulated sick leave credit, she may apply to the Superintendent for a leave of absence without pay or benefits for the period of disability resulting from her pregnancy subject to the specifications and requirements

of Section 3319.13 of the Ohio Revised Code. Whenever possible, application for such leave shall be made in writing at least sixty (60) calendar days prior to the beginning of the requested leave. Upon return to service, the teacher shall resume the contract status she held prior to the leave. Return to part-time or limited service shall be permitted only upon approval of the Superintendent.

16.03
Employees on unpaid disability leave shall not be entitled to accumulation of sick leave credits during such term. In order to retain the insurance coverage (if permitted by the insurance carrier), the employee must pay to the Treasurer the full premiums, rates and/or charges for such coverage, payment to be made before the first of each calendar month.

ARTICLE XVII - FAMILY/MEDICAL LEAVE

A teacher may request and may be granted a child care leave of absence without pay subject to the specifications and requirements of Section 3319.13 of the Ohio Revised Code and the conditions set forth below:

17.01
When granted, the child care leave shall be granted for the balance of the school year in which the birth of the child or adoption is expected unless such leave is earlier terminated as hereinafter provided.

17.02
No leave shall be granted unless the applicant is a regular teacher and a qualified substitute is available to replace the applicant for the duration of the leave.

17.03
The leave may be terminated, prior to its expiration, upon written request of the teacher, at the Superintendent's discretion in accordance with the needs and interest of the school system.

17.04
Upon return to service, the teacher shall resume the same contract status which he had prior to the leave. Return to part-time or limited service shall be permitted only upon the approval of the Superintendent.

17.05
Employees on unpaid disability leave shall not be entitled to accumulation of sick leave credits during such term. In order to retain the insurance coverage (if permitted by the insurance carrier), the employee must pay to the Treasurer the full premiums, rates and/or charges for such coverage, payment to be made before the first of each calendar month.

17.06
Application for such leave shall be made in writing at least sixty (60) calendar days prior to the beginning of the requested leave.

17.07
All teachers may use unpaid Family/Medical leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993.

17.08
A teacher desiring to use Family/Medical Leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the teacher learns of the need for the leave. The teacher's notice to the Superintendent that he will use Family or Medical Leave must specify that "Family Leave" or "Medical Leave" will be the type of leave taken.

17.09
During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for a teacher on the active payroll to continue participation in health and life insurances. The teacher must pay the portion of the premium for such insurances to the Treasurer by the first day of the month in which the teacher desires to have the insurance coverage continued. If the teacher does not pay his contribution to the premium cost, then the Board will not be obligated to contribute its share to maintain the coverage.

17.10
Instead of taking Family/Medical Leave, a teacher may opt to take other forms of leave under this contract if eligible for the particular type of leave. However, a teacher is not eligible to take unpaid leave if, during the preceding twelve (12) months, the teacher has taken Family or Medical Leave, unless the Board approves such unpaid leave in its sole discretion.

17.11
Upon return to service, the teacher shall resume the same contract status which he had prior to the leave.

ARTICLE XVIII - SCHOOL YEAR

18.01
The school year shall consist of not more than one hundred eighty-two (182) days, two (2) of which may be authorized for professional meetings, and at least one of which shall be designated as a parent-teacher conference day.

18.02
The effectiveness of the parent-teacher conference day shall be studied by the Superintendent and the Association President prior to the end of the school year. The conference days will be designated by the Board when the regular calendar for the next school year is adopted.

18.03
The Superintendent may call additional meetings prior to the opening of school with each teacher in attendance to receive his regular per diem rate; provided, that one day of orientation may be scheduled for new teachers without additional pay.

ARTICLE XIX - EVALUATION

19.01 Objectives of Evaluation

1. To improve the quality of instruction.

2. To clarify the performance level expected of the teacher.

3. To identify outstanding teaching performance.

4. To identify phases of the teaching performance.

5. To assist the Superintendent in making contract recommendations, including multi-year contracts to non-tenured teachers, to the Board of Education.

19.02 Procedures

1. Each teacher will receive a copy of the teacher Evaluation Policies/Procedures and materials for study, reference and use in the evaluation process. (See Appendix E). Each teacher will be evaluated consistent with the Evaluation Policy/Procedures.

2. All completed evaluation forms shall be signed and dated by the evaluator and the teacher. The teacher shall be given a copy of all completed forms.

3. If the teacher disagrees with any portion of the evaluation by the evaluator, the teacher may respond on the appropriate section of the form.

4. All evaluation materials shall be available to the Board of Education, administrative and supervisory staff and teacher.

5. In the event of a conflict between teacher and evaluator, the teacher may request another evaluation by a member of the central office supervisory staff. The Superintendent will provide a list of supervisory staff members each year.

6. The time limits appearing in Appendix E will be reasonably adjusted when unforeseen circumstances (for example, an unanticipated absence of a teacher or evaluator) make strict compliance impracticable.

19.03 Sequence of Contracts

A. Upon initial employment, teachers shall be employed on a one (1) year limited contract. If re-employed at the conclusion of each limited contract period, the contract sequence shall be as provided: A. Second contract - one year duration; B. Third contract - two year; C. Fourth contract - three year; D. Fifth contract and each contract thereafter – four years. However, the specific sequence of contracts shall not act as a bar to the issuing of a continuing contract to those teachers who meet the requirements.

B. A teacher eligible for a multi-year limited contract or a continuing contract may be given a one- or two-year limited contract provided that such teacher is notified on or before June 1st with reasons directed at the professional improvement of the teacher. Upon expiration of the one- or two-year limited contract, such teacher shall be granted, if reemployed, a continuing contract, if eligible, or a contract for that term set forth in subsection (A) (B-D) above.

C. Teachers eligible for a continuing contract consistent with state law.

19.04 Relation to Law

A. A teacher who is or expects to become eligible for continuing contract at the expiration of the teacher's limited contract must provide the Superintendent with written notice of that fact by September 15.

B. In the event the Superintendent decides to recommend employing a teacher who is eligible for a continuing contract on a one- or two-year limited contract, the Superintendent shall notify the teacher in writing of the Superintendent's intention to recommend the teacher's employment under a limited contract. The notice shall set forth the reasons for the Superintendent's recommendation, which shall be directed at the professional improvement of the teacher.

Within five (5) calendar days of the date the teacher receives the Superintendent's notice, the teacher may request a meeting before the Board in executive session to give the teacher an opportunity to be heard by the Board. At the executive session, the Board and the teacher may have representation. This meeting shall occur prior to the time the Board acts on the teacher's contract. The Superintendent or designee shall give the teacher written notice of the Board's action on or before June 1.

The Board shall not be required to reject a recommendation from the Superintendent for a continuing contract, before reemploying a teacher on a limited contract.

Upon any subsequent re-employment of the teacher only a continuing contract may be entered into.

C. The teacher shall be served with notices of nonrenewal, notices under "Sequence of Contracts," and notices under paragraph (B) above by hand delivery unless the teacher is absent from work on all scheduled work days between the date of Board action and June 1, in which case the Board or Superintendent can provide the necessary notice(s) by depositing the notice(s) in the U.S. mail on or before June 1.

D. This Article supersedes and replaces R.C. 3319.11 to the extent there is any conflict between this Article and R.C. 3319.11. A nonrenewed teacher may not file a grievance about alleged noncompliance with the evaluation procedure, but may challenge compliance with the evaluation procedure, if at all, only through R.C. 3319.11(G). The remedy for noncompliance shall be under the provisions of R.C. 3319.11.

ARTICLE XX - COMPLAINTS AGAINST TEACHERS

20.01
Whenever a complaint is made by a student, parent of a student, or a member of the public concerning a teacher's professional conduct, service, or character and the building principal intends to take action on such a complaint, he shall inform the teacher within ten (10) working days of the complaint. The teacher shall meet with the principal concerning any complaint prior to meeting with the complainant(s). The teacher, complainant(s) (if willing to attend) and the principal shall attempt to resolve the complaint(s) prior to any action being taken on the complaint. Any conference regarding such complaint shall be private. The teacher may include his statement of his position on any written document placed in the file that results from the complaint. No conference with a parent and teacher is necessary if the administration conducts its own investigation and intends to take action based on the investigation rather than the complaint itself.

20.02
Except in appropriate legal, judicial, or quasi-judicial proceedings, a teacher's personnel file shall not be opened to the complainant or any part of the contents thereof revealed, conveyed, or in any manner transmitted, directly or indirectly to the complainant, general public or members of the news media by the Board or the administrative staff, or their agents.

ARTICLE XXI - SALARY AND FRINGE BENEFITS

21.01 Regular Salary

Effective July 1, 2025, teachers shall be paid on the salary schedule attached hereto as Appendix A with a base salary of $46,033 (1.75%). In addition, teachers shall be paid a one-time stipend payment of One Thousand Dollars ($1,000) in a separate check in the 1st pay of December 2025.

Effective July 1, 2026, teachers shall be paid on the salary attached hereto as Appendix B with a base salary of $46,954 (2.0%). In addition, teachers shall be paid a one-time stipend payment of Five Hundred Dollars ($500) in a separate check in the 1st pay of December 2026.

21.02
Teachers new to the Waverly School System and teachers who have completed training that would qualify them for a higher salary bracket shall file with the Treasurer, by the thirty-first of October an official transcript which will serve as evidence of additional training. The higher salary shall be retroactive to the beginning of that school year.

21.03 Longevity

A. Effective July 1, 2019, after eighteen (18) years of completed service as a teacher, teachers will be eligible for a longevity increment of $1,800 per year; after twenty-three (23) years of completed service as a teacher, teachers will be eligible for a longevity increment of $2,500 per year; after twenty-seven (27) years of completed service as a teacher, teachers will be eligible for a longevity increment of $3,700 per year; and after thirty (30) years of completed service as a teacher, teachers will be eligible for a longevity increment of $1,000 per year. Such increments shall not be

cumulative. All years of completed teaching service shall consist of at least one hundred twenty (120) days of regular full-time service under a teacher's contract. A year of military service shall only be counted as a year of completed service for longevity pay when such military service interrupts teaching service in the Waverly School System and consists of at least eight (8) continuous months or more on active duty in the armed forces. Any combination of continuous military service and teaching service equaling one hundred twenty (120) days in any school year shall be counted as a completed year of service for longevity increment eligibility.

B. Effective July 1, 2023, a Step 32 shall be added to the teacher salary schedule; after thirty-two (32) years of completed service as a teacher, teachers will be eligible for placement on Step 32 of the salary schedule. Step 32 shall be indexed as follows:

BA	1.57013
BA+	1.68292
MA	1.8150
MA+	1.85138

Teachers placed at Step 32 shall receive the longevity payment described in Article 21.03, minus the additional longevity increment of $1,000 per year. In other words, teachers placed at Step 32 shall receive a longevity payment of $3,700 per year. To clarify, per Article 21.03, after thirty (30) and thirty-one (31) years of completed service, teachers are eligible for a longevity increment of $4,700 per year ($3,700 + $1,000), once a teacher is placed at Step 32, he/she shall receive a decreased longevity payment of $3,700 per year.

21.04 Supplemental Salary

A. Effective July 1, 2025, each supplemental position shall be the amount set forth in Appendix C.

B. Effective July 1, 2023, each supplemental position shall be the amount set forth in Appendix D.

C. An Extra Duty Study Committee shall be established to review and make recommendations about the Extra Duty Schedule. Three persons shall be appointed by the Board and three appointed by the Association. The Committee shall promulgate its own rules and regulations for the conduct of its meetings.

D. Summer camp programs may be created and funded by the Board of Education on an individual, case-by-case basis. Any teacher who wishes to propose that the Board fund a summer camp program shall submit such program to the Superintendent for his recommendation

to the Board. Prior to Board action on any summer camp program submitted, the Superintendent shall inform the Extra Duty Study Committee of the specifics of the program to be approved.

E. The salary for any newly created or modified position will be hereafter determined in accordance with Section 21.04(D) of the parties' Agreement. The Board reserves the right to create, fill or not fill any position, but salaries will be determined in accordance with 21.04(D).

F. Hourly rates for certain responsibilities will be:

Tutoring (Home Instruction) $25.00
After-School Detention $20.00
Saturday School $20.00
Latchkey $21.00

The home instruction tutor will also be paid mileage consistent with Article XIII.

G. Supplemental Paychecks

Any supplemental pay given at the end of each individual's season or time period shall be issued as part of a regular payroll check. It shall be the responsibility of the individual to notify the Treasurer in writing upon the end of his respective season. The amount of the supplemental shall be a separate line item on the check stub. The total amount shall be subject to withholding at a rate or amount requested by the teacher.

If any coach has the season extended by tournaments, he may request pay at the end of the regular season. At time of requesting payment, the teacher shall make any adjustments for withholding on the supplemental pay. Payment shall be made in a timely manner. Any supplemental contract not completed in its entirety due to circumstances beyond the employee's control shall be paid on a pro rata basis on the length of the season or activity.

21.05 Insurance

A. Health Insurance

1. Effective January 1, 2022, each teacher enrolling for individual comprehensive major medical insurance coverage shall pay thirteen percent (13%) per month of the premium cost. The Board shall pay eighty-seven percent (87%) of the premium cost per month per teacher for such individual coverage. The Board shall pay eighty-two percent (82%) of the premium cost per month per teacher for teachers who elect to take the family plan. For each regular part- time teacher, the Board will pay the percentage equal to the amount of time the teacher is contracted to work (i.e., for a 3/10 teacher, the Board would pay 30% of its contributions identified in this paragraph).

2. If the insurance consultant indicates the premiums will increase more than 8% in any year, then the Board, upon consideration of recommendations of the committee identified in Paragraph D below, shall determine what plan design changes to make to bring the premium funding increase in at 8% or below.

3. Effective January 1, 2025, any teacher who opts-out (waives) the district's health insurance program (medical) for one year from January 1 to January 1 shall receive a

bonus to be paid in the first pay of February following the year in which the employee opted out as follows: Single: $1,200; Family: $2,400. Such waiver may only be elected if the teacher submits the proper opt-out form to the District Treasurer's office by the end of the enrollment period for the year the teacher wishes to opt-out. Such opt-out payment is not available when the reason for the opt-out is a spouse's employment in the district.

If the Board of Education reasonably concludes, on or after January 1, 2019, that it is at risk of incurring the Cadillac tax as a result of the annual value of health plan costs exceeding the thresholds outlined in the Affordable Care Act, the parties will meet and discuss cost reduction measures.

B. Dental Insurance

For any employee who elects to receive dental insurance, the Board shall pay ninety (90%) of the premium cost per month per teacher for coverage for group dental insurance coverage equivalent to or better than the basic benefits as set forth below.

Maximum Benefit each Calendar Year for Class I, II, and III Services	$1500.00
Lifetime Maximum for Orthodontic Services per Person	$ 750.00
Individual Deductible	$ 25.00
Family Deductible	$ 50.00

Percentages of Payment of Reasonable and Customary Charges for Covered Dental Expenses:

Class I	100%	Class III	50%
Class II	80%	Class IV	50%

C. Life Insurance

The Board shall provide group term life insurance in the amount of $30,000.

D. The Board shall have the sole authority to determine insurance carriers and plan administrators for health, dental and life insurance; however, all benefits, specifications, and all other insurance provisions shall remain equal to, or better than, all such benefits, specifications and other provisions that are currently in effect. If the Board considers a change in carrier, plan administrator or plan, the Association will appoint one certified employee who, with one noncertified employee from the District, will meet with District representatives to develop a recommendation to present to the Board regarding the proposed change(s).

E. Where more than one member of a household is employed by the Board, only one family or two single policies shall be provided. Employees affected by this provision shall notify the Treasurer which family member is to be enrolled in the family plan. This provision shall not apply to life insurance coverage.

21.06 Attendance Stipend

Pilot Changes to Article 21.06. The changes detailed below shall automatically sunset/expire on June 30, 2027.

Effective July 1, 2025 and continuing through June 30, 2027, Article 21.06, Attendance Stipend, shall be amended as follows:

Any regular full-time teacher who has an absentee rate for all reasons, exclusive of professional leave, of one (1) day or no days absent per nine (9) weeks shall receive an additional stipend as follows:

1 day absent:	$150.00
0 days absent:	$300.00

The Treasurer shall pay the stipend within thirty (30) days of the conclusion of the quarter.

21.07
The Board shall utilize a twenty-six (26) pay plan with equal installments with pay dates being every other Thursday. Every seventh year, there shall be a three-week pay period to adjust and maintain the twenty-six (26) pay schedule. All employees will have direct deposit, and direct deposit notifications will be emailed when school is not in session unless prior arrangements have been made with the Treasurer.

21.08
The Board shall provide tax sheltering to the employee's insurance premium contribution (through salary reduction) per Section 125 of the Internal Revenue Code. The participating employees shall not be required to purchase additional or supplemental coverage.

ARTICLE XXII - ACADEMIC STIPEND

22.01
Teachers shall be reimbursed for actual tuition costs at the rate of up to One Hundred Twenty-Five ($125) per semester hour or up to Eighty ($80) per quarter hour for course work taken from an accredited institution in the teacher's area of certification/licensure or in connection with a planned program of professional growth approved in advance by the Superintendent. No teacher shall be reimbursed for more than nine (9) semester or twelve (12) quarter hours per school year. The Board shall appropriate a maximum of Twenty Thousand Dollars ($20,000) per school year to implement this Article.

22.02
In order to receive reimbursement, a teacher must receive credit in a credit only class, pass in a pass/fail class or a grade of B or better in the course for which tuition reimbursement is sought. Reimbursement will be made three (3) times per year upon submission of an official grade report by October 1, February 1, or June 1. Applications for reimbursement will be processed in the order they are received in the office of the Superintendent until the funds appropriated for a particular year are exhausted.

22.03
Applicants must apply for approval of reimbursement before course work is taken, and notice of

approval or disapproval shall be given to the applicant at the time of application.

ARTICLE XXIII - BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS

23.01
For purposes of this Section, total annual salary and salary per pay period for each teacher shall be the salary otherwise payable under this Agreement and their contracts. The total annual salary and salary per pay period of each teacher shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary or salary per pay period which is required from time to time by State Teachers Retirement System (STRS) to be paid as an employee contribution by said teacher and shall be paid by the Board to STRS on behalf of said teacher as a "pickup" of the STRS employee contribution otherwise payable by said teacher. A teacher's cash salary shall be equal to said teacher's total annual salary or salary per pay period less the amount of the pickup for said teacher and shall be payable, subject to the applicable payroll deductions, to said teacher.

23.02
The Board's total combined expenditures for teacher’s total annual salaries otherwise payable under their contracts and applicable Board policies including pickup amounts and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this Article not been in effect.

23.03
The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

23.04
The pickup shall be included in the teacher's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose.

ARTICLE XXIV - LENGTH OF SCHOOL DAY

24.01
The Board will not increase the current seven (7) hours and fifteen (15) minute instructional day. Likewise, teachers shall continue to perform all duties they have traditionally performed beyond the instructional day such as conferences, planning, grading papers, attending staff meetings, attending IEP meetings, and making trips. Teachers will be encouraged, but not required, to attend after-school extra-curricular and co-curricular activities.

24.02
Each teacher shall be given conference and planning time in accordance with state minimum standards. Each teacher shall be given a minimum of a thirty (30) minute duty-free uninterrupted lunch.

24.03
All In-Service Days shall be scheduled on either the first or last day of the workweek. The only exception would be In-Service Days scheduled during the first workweek of the school year and the availability of the speaker/presenter the Board has scheduled for the day and the above days do not accommodate the speaker/presenter.

24.04
One of the first two days of the school year shall be an uninterrupted teacher workday, except for the administration's right to schedule up to two (2) hours of meetings with teachers.

ARTICLE XXV – POSTING OF VACANCIES

25.01
Whenever the Board determines to fill a vacant bargaining unit position due to death, resignation, retirement, or the creation of a new position; a notice of such vacancy shall be posted conspicuously in each school building for seven (7) calendar days. The Association President shall receive a copy of all postings. The posting shall list the name of the position, the grade level, and the building.

25.02
Teachers who wish to apply for any vacancy shall do so by filing a written request with the Superintendent within the seven (7) calendar day posting period. The Board shall not be obligated to consider any application submitted after the posting period.

25.03
During the summer, a copy of the notice shall be sent to the Association President and will be posted at the Central Office. Teachers interested in a transfer should file a request with the Superintendent/designee before the end of the school year. Notices shall be mailed to these people during summer. The posting period of seven (7) calendar days shall run from the time the posting is mailed to bargaining unit members.

25.04
Supplemental positions shall not be considered vacant if the Board intends to re-employ the teacher who held the position in the preceding school year for the same position.

25.05
All known vacancies for supplementals for the next school year shall be posted on or before May 15.

25.06
In acting on a request for transfer and where the Superintendent determines factors to be equal, preference shall be given to the applicant with the greatest number of years in the system.

25.07
An involuntary transfer is defined as an employer-initiated assignment. The principal or Superintendent shall meet with any employee considered for an involuntary transfer. If the decision is made to complete the involuntary transfer, a written notice will be given to the employee. Any employee that is notified after June 30th of an involuntary transfer for the upcoming school year that requires the teacher to move buildings or classrooms shall be granted up to three (3) days prior to the first teacher workday to move buildings/classrooms, paid at one

hundred dollars ($100) per day.

ARTICLE XXVI - DRUG-FREE WORKPLACE

26.01
It is the policy of the Waverly City Board of Education to maintain a drug-free workplace in full compliance with all applicable federal, state, and local laws. All employees of the District shall receive a copy of this provision and a copy of the Board-adopted resolution regarding a drug-free workplace.

26.02
No employee of the Waverly City School District engaged in work, or while in the workplace, shall unlawfully manufacture, distribute, dispense, possess, or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol, or any controlled substance as defined in federal and state law. Employees convicted of violating any federal, state, or local criminal drug statute, where the violation occurred during work hours or on Waverly City Schools premises, must report the conviction to the office of the Superintendent within ten (10) working days of the conviction.

26.03
The "workplace" includes any school building, school property, school-owned vehicles, or at any activity or function sponsored by or related to employment with the Waverly City Schools. "Controlled substances" means any drug subject to federal and/or state regulations as to manufacture, distribution, sale, and use, including cannabis, cocaine, amphetamines, barbiturates, and heroin.

26.04
Any employee who violates the terms of this policy with respect to the personal use or possession for personal use of alcohol, narcotic drugs, or other controlled substances shall enroll and participate in a drug abuse assistance or rehabilitation program approved by the Board of Education. If the employee fails to enroll and participate in such program, the employee shall be subject to disciplinary action under the Ohio Revised Code and the negotiated contract up to and including termination. An employee who violates this policy with respect to the manufacture, distribution, dispensing, or possessing of alcohol, narcotic drugs or other controlled substances for purposes of sale or other distribution to others will be subject to disciplinary action under the Ohio Revised Code and the negotiated contract, up to and including termination.

26.05
Rehabilitation, whether undertaken voluntarily or in lieu of discipline, shall be entirely at the employee's expense and without pay except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. A re-entry agreement, which will include an understanding that the employee will cooperate in all recommended treatment and abstain from the use of any mind altering substance, must be signed by an employee electing this rehabilitation program.

26.06
Employees will be provided with information concerning alcohol and other drug abuse in the following ways:

A. All employees will receive a copy of this policy;

B. The Superintendent will, upon request, make available information on community resources and programs available to employees for assistance in dealing with chemical dependency problems;

C. Annual educational opportunities addressing the physical, mental, and emotional dangers of alcohol and other drug abuse, as well as rehabilitation resources, will be made available to employees.

D. Printed information concerning the dangers of substance abuse and the rehabilitation options will, from time to time, be distributed to employees.

26.07
Compliance with this policy is mandatory. Information provided to administrative personnel by employees as related to any problem related to alcohol or drug abuse or chemical dependency shall be considered part of the employee's confidential record. Except as required by law or this policy, no person may discuss or otherwise divulge any information concerning such matters.

ARTICLE XXVII - SCHOOL CALENDAR

27.01
The Association will appoint one certified employee who, with one noncertified employee from the District, will meet with a District administrator to develop options for next school year's calendar. The committee shall transmit the options it develops to the Superintendent by February 1. The Superintendent, along with other Superintendents from the County, will review the options for compliance with law and avoidance of paid holidays. Options not in conflict with paid holidays and otherwise in compliance with law shall be submitted to a vote of all school employees no later than March 31. The school calendar may be modified through a memorandum of agreement by the Superintendent and Association President so that make up days, hours and/or virtual learning may be scheduled and held. Such a memorandum of agreement would supersede and prevail over Article XXIV – Length of School Day.

27.02
Beginning with cancellation day six (6), all teachers shall report to work remotely from 10:00 a.m. until 2:00 p.m. to engage in remote professional development activities as determined by the Superintendent/designee.

Beginning with cancellation day seven (7), the Board shall utilize remote learning days in which teachers shall be responsible for the following:

a. Communicate expectations on the learning platform no later than 10:00 a.m.

b. Be available to respond to emails from students/parents/administrators during the regular work hours.

c. Provide paper packets for students unable to complete virtual assignments upon return to in-person learning.

In the event a teacher is unable to fulfill the responsibilities outlined in Sections a and/or and b due to the inability to access the internet, the teacher shall notify his/her building principal.

ARTICLE XXVIII - OCCUPATIONAL SAFETY AND HEALTH

28.01
Before exercising his right under R.C. 4167.06, an employee must contact his immediate supervisor, Principal, or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of the Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraph 28.03 (A-B) below.

28.02
An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.

28.03
The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employer may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the following process has been completely exhausted.

A. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor or Principal, within two (2) work days of the occurrence of the alleged violation.

B. If the immediate supervisor or Principal does not resolve the alleged violation to the satisfaction of the employee, the employee or Association may appeal the complaint to the Superintendent by filing a written appeal with him within two (2) work days of the immediate supervisor/Principal's response. If the immediate supervisor/Principal does not respond by his deadline, then the employee or Association may file their appeal within two work days of that deadline. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation. Within five (5) work days after the conference, the Superintendent shall provide his written response to the alleged violation.

ARTICLE XXIX – SENIORITY

29.01
The definition of seniority and all other procedures delineated in this Article shall be used during a reduction in force, and all contractual provisions using seniority.

29.02
Seniority will be computed from a teacher’s most recent date of hire as a full-time regular contract employee with the Waverly City School District and will begin to accrue as his first day of actual service in a negotiating unit position. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective day of a layoff.

29.03

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

29.04
A tie in seniority shall be broken by the following method to determine the most senior member.

A. The member with the first day worked; then

B. The member with the earliest date of employment (date of hire on Bd. minutes); then

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

29.05
For reduction in force purposes only, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.

29.06
Seniority shall be lost when a bargaining unit member retires (service) or resigns; is terminated for cause; is nonrenewed or otherwise leaves the employment of the Board; is on layoff for more than two (2) years.

29.07
The Superintendent will post the seniority list no later than 30 days prior to Board action to reduce the work force. Such a list shall include name, certification(s)/licensure(s) held, type of contract (continuing or limited), and the first day of continued employment.

29.08
Each employee shall have a period of fifteen (15) days after posting of the seniority list in which to advise the Board and Association in writing of any inaccuracies which affect his seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after fifteen (15) days of the posting of the seniority list and the list shall be considered as final until the next posting.

XXX – REDUCTION IN FORCE

30.01 If the Board determines to reduce the number of bargaining unit positions because of declining enrollment, regular teachers returning from a leave of absence, territorial change of the District or financial reasons, the following procedures shall apply:

A. The Board shall develop and provide the Association with a RIF list of potentially affected teachers. The RIF list shall include the teachers' seniority and contract status within areas of certification.

B. Within ten (10) days of receipt of the RIF list, representatives of the Board and the Association shall meet to review the proposed RIF.

C. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. The Superintendent shall, within each

teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

30.02 Any teacher who is laid off will be notified in writing at least twenty-one (21) days before the effective date of the layoff, except in cases of emergency. Such notice will include the proposed time schedule and the reasons for the proposed action.

30.03 The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twelve (12) months from the date of the reduction. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy and have either: (1) taught for at least one hundred twenty (120) contract days in the area of certification in which the vacancy exists during the three years preceding the reduction, or (2) taken an academic refresher course in the area of certification during the period he/she was on the recall list.

2. Teachers on the recall list will be recalled in accordance with Ohio Revised Code Section 3319.17 if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. "Qualified" is defined as the teacher either:
   a. Taught in that area of certification for at least one hundred twenty (120) contract days during the three years preceding the reduction; or
   b. Taken an academic refresher course in the area of certification during the period he was on the recall list.

3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing, by certified mail, return receipt requested, to the district office within seven (7) calendar days. The most senior of those responding that meet the criteria of 31.04(2) above will be given the vacant position. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.

4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

30.04 The parties agree that these procedures apply only to the suspension of contracts as a part of a reduction in force. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

XXXI – TEACHER DISCIPLINARY PROCEDURE

31.01 A teacher may be disciplined for insubordination, neglect of duty, immorality, for

violations of reasonable regulations of the Board of Education, or for other good and just cause as follows:

1. verbal warning;
2. written reprimand;
3. suspension without pay up to ten (10) contract days.

Discipline will normally be progressive, but will be decided on an individual basis.

31.02 Prior to any suspension, the Superintendent shall give the employee written notice of the charges against him/her, an explanation of the evidence in support of the proposed suspension and an opportunity to present his/her side of the story. The teacher may be accompanied in the conference with the Superintendent by a representative of the Association.

31.03 A teacher may not file a grievance about a verbal warning, written reprimand or suspension of three (3) days or less but may file a grievance concerning a suspension of more than three (3) days in accordance with the terms of Section 5.03 Level 5, of this Agreement.

ARTICLE XXXII – KEY SIGN OUT

32.01
The Board shall make a limited number of keys available for teachers to sign out when teachers have a need to use a locked building, classroom and/or workroom in the buildings to which they are assigned for purposes directly connected with their contracted teaching duties and when such use does not interfere with other activities in the building. A teacher using such a key shall not allow any other person to use the key. Any teacher losing the key shall reimburse the Board for any cost to replace the key and/or locks.

ARTICLE XXXIII – AUDIT FOR STUDENT ACTIVITY FUNDS

33.01
The Treasurer and building administrator shall meet, at the beginning of every year, with each bargaining unit member who has responsibilities with respect to student activity funds to review the District's guidelines for handling student activity funds. This review shall include a checklist of all steps necessary to maintain a proper auditing trail. Any bargaining unit member failing to create or maintain the proper auditing trail shall be subject to reimbursing the Board for any additional charge(s) from the Auditor for auditing District records.

ARTICLE XXXIV – HIRING RETIRED TEACHERS

34.01
This Article governs the terms and conditions of employment of individuals who have retired under STRS rules whom the Board may regularly employ in a position that falls within the bargaining unit.

34.02
The employee will be placed, and if reemployed remain, at Step 0 of the Bachelor's column of

the salary schedule.

34.03
The employee will receive a one-year limited contract of employment. If reemployed for the next year, the employee would be awarded successive one-year limited contracts, except, in the Superintendent's sole discretion, an employee may be offered a multi-year contract. In no event will the employee qualify for a continuing contract.

34.04
The employee will be automatically non-renewed at the end of the contract year.

34.05
Upon employment, the employee will be credited with zero (0) years of seniority and will not thereafter accrue seniority. For purposes of reduction in force, the employee will have the least amount of seniority. Any tie in seniority between hired retired teachers will be addressed through Article 29.04.

34.06
The employee shall not be eligible for severance pay upon separation from employment.

34.07
Employees who are rehired will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions of this Negotiated Agreement.

34.08
Employees shall be entitled to all other benefits provided by the Negotiated Agreement unless otherwise limited by specific provisions of this Article.

34.10
The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Negotiated Agreement or in any part of the Ohio Revised Code, including but not limited to 3317.13, 3319.08, 3319.11, and 3319.111.

This Article does not apply to retired employees who were hired by the Board before June 30, 2006.

ARTICLE XXXV - GENERAL

35.01 Non-discrimination

The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the applications or administration of the Agreement or any other rule, regulation, or policy relating to the terms and conditions or employment on the basis of race, creed, color, religion, national origin, disability, sex, domicile or marital status. The Board of Education and administration may take any and all actions that are necessary and reasonable to comply with the Americans With Disabilities Act. After notifying the Association of the action to be taken, the Board and Administration may take any and all actions, which are job-related and consistent with business and legal necessity, that are

necessary and reasonable to comply with the Americans With Disabilities Act.

35.02 Entire Agreement Clause

This Agreement supersedes all previous oral and written agreements between the Board and the Association and between the Board and any teacher within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, amendments, modifications, alterations, additions or changes, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the teachers covered by this Agreement.

35.03 Waiver of Negotiations

It is agreed that during the negotiations leading to the execution of this Agreement, the Association and the Board have had full opportunity to submit all items appropriate to collective bargaining and that the Association expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. Neither the Association nor any member of the bargaining unit shall charge the Board with an unfair labor practice concerning any issue which is grievable under the specific provisions of this Agreement.

35.04 Conflict with Law

This Agreement supersedes all applicable state or local laws pertaining to wages, hours, or terms and conditions of employment to the extent permitted by Section 4117.10(A) of the Ohio Revised Code. If a court of competent jurisdiction determines, after all appeals or times for appeal have been exhausted, that any provision of this Agreement violates Ohio or federal law, such provision shall be inoperative but the remaining provisions herein shall remain in effect. At such time, both parties shall meet to discuss and renegotiate the item affected.

35.05 No Strike Clause

The Association shall not cause or sponsor any strike, study day, holiday, or other work stoppage during the term of this Agreement.

35.06 Printing of Agreement

A professionally printed copy of this Agreement shall be provided to each bargaining unit member as soon as possible following ratification of the Agreement. All bargaining unit members, newly employed and/or returning from leaves, shall be provided with a copy. The Association President and Board President shall be given a minimum of fifteen extra copies each. The costs of printing shall be borne equally by the parties.

35.07 Gender

All references to individuals in this Agreement designate both sexes, and wherever either

the male or female gender is used, it shall be construed to apply equally to individuals of the opposite gender.

35.08 Board/Association Relations Meetings

The representatives of the Administration and representatives of the Association shall meet at mutually convenient times to discuss matters of mutual concern.

ARTICLE XXXVI - DURATION

36.01 This Agreement shall become effective on July 1, 2025 and shall continue in full force and effect through June 30, 2027.

THE BOARD OF EDUCATION OF THE WAVERLY CITY SCHOOL DISTRICT

By _____
President

Bill Hoover
Superintendent

Rebecca L Peden
Treasurer

Date: 07/01/25

THE WAVERLY CLASSROOM TEACHERS ASSOCIATION

_____

_____

_____

Date: 07/01/25

APPENDIX A

APPENDIX A
WAVERLY CITY SCHOOLS
2025-2026 1.75 % TEACHER SALARY SCHEDULE

Years Experience	Bachelor	Increment	Bachelor +	Increment	Masters	Increment	Masters +	Increment
0	$ 46,033	1.00000	$ 47,784	1.03803	$ 50,406	1.09500	$ 51,413	1.11688
1	$ 47,784	1.03803	$ 49,761	1.08098	$ 52,614	1.14296	$ 53,669	1.16588
2	$ 49,532	1.07600	$ 51,738	1.12393	$ 54,826	1.19101	$ 55,922	1.21482
3	$ 51,279	1.11397	$ 53,721	1.16700	$ 57,035	1.23900	$ 58,180	1.26387
4	$ 53,030	1.15200	$ 55,700	1.21001	$ 59,247	1.28705	$ 60,430	1.31275
5	$ 54,779	1.19000	$ 57,679	1.25299	$ 61,453	1.33498	$ 62,681	1.36166
6	$ 56,526	1.22795	$ 59,657	1.29597	$ 63,661	1.38294	$ 64,937	1.41066
7	$ 58,277	1.26598	$ 61,641	1.33907	$ 65,871	1.43096	$ 67,191	1.45963
8	$ 60,026	1.30398	$ 63,616	1.38197	$ 68,081	1.47895	$ 69,444	1.50857
9	$ 61,774	1.34195	$ 65,593	1.42492	$ 70,291	1.52697	$ 71,699	1.55756
10	$ 63,523	1.37995	$ 67,577	1.46802	$ 72,499	1.57493	$ 73,949	1.60644
11	$ 65,277	1.41804	$ 69,554	1.51097	$ 74,709	1.62295	$ 76,205	1.65544
12	$ 67,025	1.45601	$ 71,534	1.55398	$ 76,923	1.67103	$ 78,460	1.70444
13	$ 68,771	1.49395	$ 73,516	1.59702	$ 79,132	1.71902	$ 80,713	1.75338
15	$ 70,524	1.53204	$ 75,493	1.63997	$ 81,341	1.76701	$ 82,969	1.80238
32	$ 72,278	1.57013	$ 77,470	1.68292	$ 83,550	1.81500	$ 85,225	1.85138

LONGEVITY INCREASE

18	$ 1,800	$ 1,800	$ 1,800	$ 1,800
23	$ 2,500	$ 2,500	$ 2,500	$ 2,500
27	$ 3,700	$ 3,700	$ 3,700	$ 3,700

*Teachers placed at Step 32 shall receive the longevity payment described in Article 21.03, minus the additional longevity increment of $1,000 per year. In other words, teachers placed at Step 32 shall receive a longevity payment of $3,700 per year. To clarify, per Article 21.03, after thirty (30) and thirty-one (31) years of completed service, teacher are eligible for a longevity increment of $4,700 per year ($3,700 + $1,000); once a teacher is placed at Step 32, he/she shall receive a decreased longevity payment of $3,700 per year.

APPENDIX B
WAVERLY CITY SCHOOLS
2026-2027 2.0 % TEACHER SALARY SCHEDULE

Years Experience	Bachelor	Increment	Bachelor +	Increment	Masters	Increment	Masters +	Increment
0	$ 46,954	1.00000	$ 48,740	1.03803	$ 51,415	1.09500	$ 52,442	1.11688
1	$ 48,740	1.03803	$ 50,756	1.08098	$ 53,667	1.14296	$ 54,743	1.16588
2	$ 50,523	1.07600	$ 52,773	1.12393	$ 55,923	1.19101	$ 57,041	1.21482
3	$ 52,305	1.11397	$ 54,795	1.16700	$ 58,176	1.23900	$ 59,344	1.26387
4	$ 54,091	1.15200	$ 56,815	1.21001	$ 60,432	1.28705	$ 61,639	1.31275
5	$ 55,875	1.19000	$ 58,833	1.25299	$ 62,683	1.33498	$ 63,935	1.36166
6	$ 57,657	1.22795	$ 60,851	1.29597	$ 64,935	1.38294	$ 66,236	1.41066
7	$ 59,443	1.26598	$ 62,875	1.33907	$ 67,189	1.43096	$ 68,535	1.45963
8	$ 61,227	1.30398	$ 64,889	1.38197	$ 69,443	1.47895	$ 70,833	1.50857
9	$ 63,010	1.34195	$ 66,906	1.42492	$ 71,697	1.52697	$ 73,134	1.55756
10	$ 64,794	1.37995	$ 68,929	1.46802	$ 73,949	1.57493	$ 75,429	1.60644
11	$ 66,583	1.41804	$ 70,946	1.51097	$ 76,204	1.62295	$ 77,730	1.65544
12	$ 68,365	1.45601	$ 72,966	1.55398	$ 78,462	1.67103	$ 80,030	1.70444
13	$ 70,147	1.49395	$ 74,986	1.59702	$ 80,715	1.71902	$ 82,328	1.75338
15	$ 71,935	1.53204	$ 77,003	1.63997	$ 82,968	1.76701	$ 84,629	1.80238
32	$ 73,724	1.57013	$ 79,020	1.68292	$ 85,222	1.81500	$ 86,930	1.85138

LONGEVITY INCREASE

18	$ 1,800	$ 1,800	$ 1,800	$ 1,800
23	$ 2,500	$ 2,500	$ 2,500	$ 2,500
27	$ 3,700	$ 3,700	$ 3,700	$ 3,700

*Teachers placed at Step 32 shall receive the longevity payment described in Article 21.03, minus the additional longevity increment of $1,000 per year. In other words, teachers placed at Step 32 shall receive a longevity payment of $3,700 per year. To clarify, per Article 21.03, after thirty (30) and thirty-one (31) years of completed service, teacher are eligible for a longevity increment of $4,700 per year ($3,700 + $1,000); once a teacher is placed at Step 32, he/she shall receive a decreased longevity payment of $3,700 per year.

APPENDIX C
WAVERLY CITY SCHOOLS
2025-2026 1.75% SUPPLEMENTAL SALARY SCHEDULE

Position	0-3 Years Experience	4-7 Years Experience	8+ Years Experience
Category I			
Head Football	$ 6,037	$ 7,684	$ 8,459
Boys Basketball	$ 6,037	$ 7,684	$ 8,459
Girls Basketball	$ 6,037	$ 7,684	$ 8,459
Music Director	$ 6,037	$ 7,684	$ 8,459
Yearbook Advisor	$ 6,037	$ 7,684	$ 8,459
Vocal Music Director	$ 6,037	$ 7,684	$ 8,459
Equipment Coordinator	$ 6,037	$ 7,684	$ 8,459
Weightlifting Coordinator	$ 6,037	$ 7,684	$ 8,459
Category II			
Boys Varsity Assistant Basketball	$ 3,571	$ 4,427	$ 5,210
Girls Varsity Assistant Basketball	$ 3,571	$ 4,427	$ 5,210
Boys Reserve Basketball	$ 3,571	$ 4,427	$ 5,210
Girls Reserve Basketball	$ 3,571	$ 4,427	$ 5,210
Freshman Basketball	$ 3,571	$ 4,427	$ 5,210
Varsity Assistant Football	$ 3,571	$ 4,427	$ 5,210
Varsity Assistant Football	$ 3,571	$ 4,427	$ 5,210
Varsity Assistant Football	$ 3,571	$ 4,427	$ 5,210
Varsity Assistant Football	$ 3,571	$ 4,427	$ 5,210
Varsity Assistant Football	$ 3,571	$ 4,427	$ 5,210
Varsity Assistant Football	$ 3,571	$ 4,427	$ 5,210
Junior High Football - Preseason	$ 3,571	$ 4,427	$ 5,210
Junior High Football - Preseason	$ 3,571	$ 4,427	$ 5,210
Junior High Football - Preseason	$ 3,571	$ 4,427	$ 5,210
Boys Varsity Track	$ 3,571	$ 4,427	$ 5,210
Girls Varsity Track	$ 3,571	$ 4,427	$ 5,210
Varsity Baseball	$ 3,571	$ 4,427	$ 5,210
Varsity Softball	$ 3,571	$ 4,427	$ 5,210
Varsity Volleyball	$ 3,571	$ 4,427	$ 5,210
Assistant Music	$ 3,571	$ 4,427	$ 5,210
Assistant Music	$ 3,571	$ 4,427	$ 5,210
Varsity Soccer	$ 3,571	$ 4,427	$ 5,210
Varsity Cheerleading Advisor	$ 3,571	$ 4,427	$ 5,210
Reserve Cheerleading Advisor	$ 3,571	$ 4,427	$ 5,210
Cross Country	$ 3,571	$ 4,427	$ 5,210
Boys Tennis	$ 3,571	$ 4,427	$ 5,210
Girls Tennis	$ 3,571	$ 4,427	$ 5,210
Category III			
Literary Club Advisor	$ 2,796	$ 3,571	$ 4,011
Junior Class Advisor	$ 2,796	$ 3,571	$ 4,011
Drama Club Advisor	$ 2,796	$ 3,571	$ 4,011
Student Council Advisor	$ 2,796	$ 3,571	$ 4,011
Reserve Volleyball	$ 2,796	$ 3,571	$ 4,011
Varsity Assistant Volleyball	$ 2,796	$ 3,571	$ 4,011

APPENDIX C

Position	0-3 Years Experience	4-7 Years Experience	8+ Years Experience
Varsity Assistant Soccer	$ 2,796	$ 3,571	$ 4,011
News Program Advisor	$ 2,796	$ 3,571	$ 4,011
Golf	$ 2,796	$ 3,571	$ 4,011
Varsity Assistant Baseball	$ 2,796	$ 3,571	$ 4,011
Varsity Assistant Softball	$ 2,796	$ 3,571	$ 4,011
Boys Varsity Assistant Track	$ 2,796	$ 3,571	$ 4,011
Girls Varsity Assistant Track	$ 2,796	$ 3,571	$ 4,011
Reserve Baseball	$ 2,796	$ 3,571	$ 4,011
Reserve Softball	$ 2,796	$ 3,571	$ 4,011
Reserve Soccer	$ 2,796	$ 3,571	$ 4,011
Category IV			
Junior High Football - No Preseason	$ 2,404	$ 3,183	$ 3,571
Junior High Football - No Preseason	$ 2,404	$ 3,183	$ 3,571
Junior High Football - No Preseason	$ 2,404	$ 3,183	$ 3,571
Boys Junior High Basketball	$ 2,404	$ 3,183	$ 3,571
Boys Junior High Basketball	$ 2,404	$ 3,183	$ 3,571
Boys Junior High Basketball	$ 2,404	$ 3,183	$ 3,571
Girls Junior High Basketball	$ 2,404	$ 3,183	$ 3,571
Girls Junior High Basketball	$ 2,404	$ 3,183	$ 3,571
Junior High Basketball	$ 2,404	$ 3,183	$ 3,571
Junior High Basketball	$ 2,404	$ 3,183	$ 3,571
Junior High Soccer	$ 2,404	$ 3,183	$ 3,571
Pep Club Advisor	$ 2,404	$ 3,183	$ 3,571
Mock Trial Advisor	$ 2,404	$ 3,183	$ 3,571
Intramural Program Director	$ 2,404	$ 3,183	$ 3,571
High School Quiz Bowl Advisor	$ 2,404	$ 3,183	$ 3,571
Category V			
Junior High Volleyball	$ 1,895	$ 2,315	$ 2,707
Junior High Volleyball	$ 1,895	$ 2,315	$ 2,707
Junior High Volleyball	$ 1,895	$ 2,315	$ 2,707
Intermediate Student Council/Yearbook	$ 1,895	$ 2,315	$ 2,707
Assistant Junior High Soccer	$ 1,895	$ 2,315	$ 2,707
Senior Class Advisor	$ 1,895	$ 2,315	$ 2,707
Boys Junior High Track	$ 1,895	$ 2,315	$ 2,707
Boys Junior High Track	$ 1,895	$ 2,315	$ 2,707
Girls Junior High Track	$ 1,895	$ 2,315	$ 2,707
Girls Junior High Track	$ 1,895	$ 2,315	$ 2,707
Honor Society Advisor	$ 1,895	$ 2,315	$ 2,707
Freshman Cheerleading Advisor	$ 1,895	$ 2,315	$ 2,707
PAWS Advisor	$ 1,895	$ 2,315	$ 2,707
Middle Grades Musical Advisor	$ 1,895	$ 2,315	$ 2,707
Category VI			
Newspaper Advisor	$ 1,548	$ 1,962	$ 2,156
Literary Club Assistant Advisor	$ 1,548	$ 1,962	$ 2,156
Junior High Football Cheerleading Advisor	$ 1,548	$ 1,962	$ 2,156
Junior High Basketball Cheerleading Advisor	$ 1,548	$ 1,962	$ 2,156
Junior High Basketball Cheerleading Advisor	$ 1,548	$ 1,962	$ 2,156

Position	0-3 Years Experience	4-7 Years Experience	8+ Years Experience
Junior High Quiz Bowl Advisor	$ 1,548	$ 1,962	$ 2,156
Junior High Quiz Bowl Advisor	$ 1,548	$ 1,962	$ 2,156
Sixth Grade Quiz Bowl Advisor	$ 1,548	$ 1,962	$ 2,156
Sixth Grade Quiz Bowl Advisor	$ 1,548	$ 1,962	$ 2,156
Category VII			
SAE Advisor	$ 1,156	$ 1,369	$ 1,574
School Patrol Advisor	$ 1,156	$ 1,369	$ 1,574
School Patrol Advisor	$ 1,156	$ 1,369	$ 1,574
Junior High Yearbook Advisor	$ 1,156	$ 1,369	$ 1,574
PAWS Assistant Advisor	$ 1,156	$ 1,369	$ 1,574
Junior High Student Council Advisor	$ 1,156	$ 1,369	$ 1,574
Freshman Class Advisor	$ 1,156	$ 1,369	$ 1,574
Sophomore Class Advisor	$ 1,156	$ 1,369	$ 1,574
Language Fair Coordinator	$ 1,156	$ 1,369	$ 1,574
Language Fair Coordinator	$ 1,156	$ 1,369	$ 1,574
Science Fair Coordinator	$ 1,156	$ 1,369	$ 1,574
LEO Club Advisor	$ 1,156	$ 1,369	$ 1,574

Extended Time Schedule*	
Head Football	25%
Varsity Assistant Football	25%
Head Boys Basketball	25%
Head Girls Basketball	25%
Assistant Boys Basketball	25%
Assistant Girls Basketball	25%
Reserve Boys Basketball	25%
Reserve Girls Basketball	25%
Music Director	25%
Assistant Music	25%
Head Soccer	25%
Varsity Assistant Soccer	25%
Head Volleyball	25%
Varsity Assistant Volleyball	25%
Reserve Volleyball	25%
Cross Country	15%

*** To be paid only if summer activity or open gym is held.**

APPENDIX D
WAVERLY CITY SCHOOLS
2026-2027 2.0% SUPPLEMENTAL SALARY SCHEDULE

Position	0-3 Years Experience	4-7 Years Experience	8+ Years Experience
Category I			
Head Football	$ 6,158	$ 7,838	$ 8,628
Boys Basketball	$ 6,158	$ 7,838	$ 8,628
Girls Basketball	$ 6,158	$ 7,838	$ 8,628
Music Director	$ 6,158	$ 7,838	$ 8,628
Yearbook Advisor	$ 6,158	$ 7,838	$ 8,628
Vocal Music Director	$ 6,158	$ 7,838	$ 8,628
Equipment Coordinator	$ 6,158	$ 7,838	$ 8,628
Weightlifting Coordinator	$ 6,158	$ 7,838	$ 8,628
Category II			
Boys Varsity Assistant Basketball	$ 3,642	$ 4,516	$ 5,314
Girls Varsity Assistant Basketball	$ 3,642	$ 4,516	$ 5,314
Boys Reserve Basketball	$ 3,642	$ 4,516	$ 5,314
Girls Reserve Basketball	$ 3,642	$ 4,516	$ 5,314
Freshman Basketball	$ 3,642	$ 4,516	$ 5,314
Varsity Assistant Football	$ 3,642	$ 4,516	$ 5,314
Varsity Assistant Football	$ 3,642	$ 4,516	$ 5,314
Varsity Assistant Football	$ 3,642	$ 4,516	$ 5,314
Varsity Assistant Football	$ 3,642	$ 4,516	$ 5,314
Varsity Assistant Football	$ 3,642	$ 4,516	$ 5,314
Varsity Assistant Football	$ 3,642	$ 4,516	$ 5,314
Junior High Football - Preseason	$ 3,642	$ 4,516	$ 5,314
Junior High Football - Preseason	$ 3,642	$ 4,516	$ 5,314
Junior High Football - Preseason	$ 3,642	$ 4,516	$ 5,314
Boys Varsity Track	$ 3,642	$ 4,516	$ 5,314
Girls Varsity Track	$ 3,642	$ 4,516	$ 5,314
Varsity Baseball	$ 3,642	$ 4,516	$ 5,314
Varsity Softball	$ 3,642	$ 4,516	$ 5,314
Varsity Volleyball	$ 3,642	$ 4,516	$ 5,314
Assistant Music	$ 3,642	$ 4,516	$ 5,314
Assistant Music	$ 3,642	$ 4,516	$ 5,314
Varsity Soccer	$ 3,642	$ 4,516	$ 5,314
Varsity Cheerleading Advisor	$ 3,642	$ 4,516	$ 5,314
Reserve Cheerleading Advisor	$ 3,642	$ 4,516	$ 5,314
Cross Country	$ 3,642	$ 4,516	$ 5,314
Boys Tennis	$ 3,642	$ 4,516	$ 5,314
Girls Tennis	$ 3,642	$ 4,516	$ 5,314
Category III			
Literary Club Advisor	$ 2,852	$ 3,642	$ 4,091
Junior Class Advisor	$ 2,852	$ 3,642	$ 4,091
Drama Club Advisor	$ 2,852	$ 3,642	$ 4,091
Student Council Advisor	$ 2,852	$ 3,642	$ 4,091
Reserve Volleyball	$ 2,852	$ 3,642	$ 4,091
Varsity Assistant Volleyball	$ 2,852	$ 3,642	$ 4,091

Position	0-3 Years Experience	4-7 Years Experience	8+ Years Experience
Varsity Assistant Soccer	$ 2,852	$ 3,642	$ 4,091
News Program Advisor	$ 2,852	$ 3,642	$ 4,091
Golf	$ 2,852	$ 3,642	$ 4,091
Varsity Assistant Baseball	$ 2,852	$ 3,642	$ 4,091
Varsity Assistant Softball	$ 2,852	$ 3,642	$ 4,091
Boys Varsity Assistant Track	$ 2,852	$ 3,642	$ 4,091
Girls Varsity Assistant Track	$ 2,852	$ 3,642	$ 4,091
Reserve Baseball	$ 2,852	$ 3,642	$ 4,091
Reserve Softball	$ 2,852	$ 3,642	$ 4,091
Reserve Soccer	$ 2,852	$ 3,642	$ 4,091
Category IV			
Junior High Football - No Preseason	$ 2,452	$ 3,247	$ 3,642
Junior High Football - No Preseason	$ 2,452	$ 3,247	$ 3,642
Junior High Football - No Preseason	$ 2,452	$ 3,247	$ 3,642
Boys Junior High Basketball	$ 2,452	$ 3,247	$ 3,642
Boys Junior High Basketball	$ 2,452	$ 3,247	$ 3,642
Boys Junior High Basketball	$ 2,452	$ 3,247	$ 3,642
Girls Junior High Basketball	$ 2,452	$ 3,247	$ 3,642
Girls Junior High Basketball	$ 2,452	$ 3,247	$ 3,642
Junior High Basketball	$ 2,452	$ 3,247	$ 3,642
Junior High Basketball	$ 2,452	$ 3,247	$ 3,642
Junior High Soccer	$ 2,452	$ 3,247	$ 3,642
Pep Club Advisor	$ 2,452	$ 3,247	$ 3,642
Mock Trial Advisor	$ 2,452	$ 3,247	$ 3,642
Intramural Program Director	$ 2,452	$ 3,247	$ 3,642
High School Quiz Bowl Advisor	$ 2,452	$ 3,247	$ 3,642
Category V			
Junior High Volleyball	$ 1,933	$ 2,361	$ 2,761
Junior High Volleyball	$ 1,933	$ 2,361	$ 2,761
Junior High Volleyball	$ 1,933	$ 2,361	$ 2,761
Intermediate Student Council/Yearbook	$ 1,933	$ 2,361	$ 2,761
Assistant Junior High Soccer	$ 1,933	$ 2,361	$ 2,761
Senior Class Advisor	$ 1,933	$ 2,361	$ 2,761
Boys Junior High Track	$ 1,933	$ 2,361	$ 2,761
Boys Junior High Track	$ 1,933	$ 2,361	$ 2,761
Girls Junior High Track	$ 1,933	$ 2,361	$ 2,761
Girls Junior High Track	$ 1,933	$ 2,361	$ 2,761
Honor Society Advisor	$ 1,933	$ 2,361	$ 2,761
Freshman Cheerleading Advisor	$ 1,933	$ 2,361	$ 2,761
PAWS Advisor	$ 1,933	$ 2,361	$ 2,761
Middle Grades Musical Advisor	$ 1,933	$ 2,361	$ 2,761
Category VI			
Newspaper Advisor	$ 1,579	$ 2,001	$ 2,199
Literary Club Assistant Advisor	$ 1,579	$ 2,001	$ 2,199
Junior High Football Cheerleading Advisor	$ 1,579	$ 2,001	$ 2,199
Junior High Basketball Cheerleading Advisor	$ 1,579	$ 2,001	$ 2,199
Junior High Basketball Cheerleading Advisor	$ 1,579	$ 2,001	$ 2,199

Position	0-3 Years Experience	4-7 Years Experience	8+ Years Experience
Junior High Quiz Bowl Advisor	$ 1,579	$ 2,001	$ 2,199
Junior High Quiz Bowl Advisor	$ 1,579	$ 2,001	$ 2,199
Sixth Grade Quiz Bowl Advisor	$ 1,579	$ 2,001	$ 2,199
Sixth Grade Quiz Bowl Advisor	$ 1,579	$ 2,001	$ 2,199
Category VII			
SAE Advisor	$ 1,179	$ 1,396	$ 1,605
School Patrol Advisor	$ 1,179	$ 1,396	$ 1,605
School Patrol Advisor	$ 1,179	$ 1,396	$ 1,605
Junior High Yearbook Advisor	$ 1,179	$ 1,396	$ 1,605
PAWS Assistant Advisor	$ 1,179	$ 1,396	$ 1,605
Junior High Student Council Advisor	$ 1,179	$ 1,396	$ 1,605
Freshman Class Advisor	$ 1,179	$ 1,396	$ 1,605
Sophomore Class Advisor	$ 1,179	$ 1,396	$ 1,605
Language Fair Coordinator	$ 1,179	$ 1,396	$ 1,605
Language Fair Coordinator	$ 1,179	$ 1,396	$ 1,605
Science Fair Coordinator	$ 1,179	$ 1,396	$ 1,605
LEO Club Advisor	$ 1,179	$ 1,396	$ 1,605

Extended Time Schedule*	
Head Football	25%
Varsity Assistant Football	25%
Head Boys Basketball	25%
Head Girls Basketball	25%
Assistant Boys Basketball	25%
Assistant Girls Basketball	25%
Reserve Boys Basketball	25%
Reserve Girls Basketball	25%
Music Director	25%
Assistant Music	25%
Head Soccer	25%
Varsity Assistant Soccer	25%
Head Volleyball	25%
Varsity Assistant Volleyball	25%
Reserve Volleyball	25%
Cross Country	15%

*** To be paid only if summer activity or open gym is held.**

TEACHER EVALUATION (OTES 2.0)

The Board is responsible for a standards-based teacher evaluation procedure which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in Ohio law.

Purpose:

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

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

Definitions: Definitions that appear in the Ohio Teacher Evaluation System 2.0, (OTES 2.0), codified in Ohio Revised Code (ORC) 3319.111 and 3319.112, are incorporated herein by reference. Certain key definitions also appear below:

A. **Evaluation Factors:** The walkthrough(s), observation(s), and other components required by Ohio Rev. Code and OTES 2.0 to be used in the teacher evaluation procedure.

B. **High Quality Student Data (HQSD):** Quantitative or qualitative information, derived from instrument(s) rigorously reviewed by locally determined education experts, which provides evidence of student learning attributable to the teacher being evaluated.

C. **Credentialed Evaluator:** An evaluator will normally be a full-time, credentialed contracted employee of the District. The evaluator shall not be a bargaining unit member. An evaluator will be the teacher's immediate supervisor to the extent possible. A non- district credentialed evaluator will be utilized only under highly extraordinary circumstances. The superintendent will give the affected teacher and the Association President(s) advance notice of any such use of an outside evaluator including the reasons why.

D. **Evaluation Rating:** The final, holistic rating that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this procedure. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

E. **Ohio Evaluation System (OhioES):** The method used by the District to electronically report to ODE teacher’s final holistic ratings.

F. **Teacher:** For purposes of this procedure, "teacher" means a licensed instructors who spends at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under a teacher's license issued under chapter 3319 of the Revised Code or under a professional or permanent teacher's certificate issued under former section 3319.222 of the Revised Code.

   Bargaining unit members who do not meet the definition will be evaluated utilizing applicable Board policies or evaluation procedures of the collective bargaining agreement in effect between the Board and the Association.

Standards Based Teacher Evaluation:

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning a holistic rating.

Each teacher evaluation will result in holistic rating of:

A. Accomplished;
B. Skilled;
C. Developing; or
D. Ineffective

The Superintendent shall annually cause to be filed with ODE a report as required by ORC of the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above.

Assessment of Teacher Performance:

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs."

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

Formal Observation and Classroom Walkthrough Sequence:

A. A teacher will be evaluated based on at least two (2) formal observations and a minimum of two (2) classroom walkthroughs each school year.

B. A teacher on a limited or extended limited contract who is under consideration for contract nonrenewal shall receive at least three (3) formal observations in addition to classroom walkthroughs. This provision takes precedence in the event of a conflict with paragraph C below.

C. A teacher who has received a rating of "Accomplished" on his/her most recent evaluation, may be evaluated every three (3) years, provided the teacher submits a self-directed Professional Growth Plan to the evaluator and the evaluator determines the teacher is making progress under that plan. If the determination is made to evaluate every three (3) years, the teacher will nevertheless be provided with at least one (1) observation and post conference in any year that such teacher is not formally evaluated.

   A teacher who has received a rating of "Skilled" on his/her most recent evaluation, may be evaluated every two (2) years, provided the teacher and evaluator jointly develop a Professional Growth Plan for the teacher, and the evaluator determines the teacher is making progress on that plan. If the determination is made to evaluate every two (2) years, the teacher will nevertheless be provided with at least one (1) observation and post conference in any year that such teacher is not formally evaluated.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of contract nonrenewal will be provided by June 1 st .

Any long-term absence of five (5) or more consecutive work days by the teacher or administrator during the evaluation cycle shall extend all timelines, except those imposed under sections 3319.11 and 3319.111 of the Revised Code, at a minimum by the length of the teacher or administrator absence or as otherwise agreed to by the teacher and administrator with the concurrence of the Association.

The Board may elect not to evaluate a teacher who was on leave for fifty percent (50%) or more of the school year and /or submitted notice of retirement that was accepted by the Board no later than December 1st of the school year the teacher was scheduled to be evaluated.

Teachers participating for the first time in the Resident Educator Summative Assessment (RESA) will not be evaluated.

Formal Observation Procedure:

A. All formal observations may be preceded by a conference between the evaluator and the employee in order for the employee to explain plans and objectives for the classroom situation to be observed.

B. The observation should be conducted for an entire class period or lesson but no less than 30 consecutive minutes.

C. A post-observation conference shall be held after each formal observation.

D. Formal observations shall not unreasonably disrupt and/or interrupt the learning environment.

Informal Observation/Classroom Walkthrough Procedure:

A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

B. Evidence gathered from the walkthrough will be shared with or made available to the teacher.

High Quality Student Data (HQSD)

A. Each evaluation shall contain at least two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

B. When utilizing vendor assessments to construct HQSD, all affected staff may request training and/or information on utilization of the assessment program.

    1. The Evaluation Committee may provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to use as HQSD. The committee may ask for the vendor to make a presentation to the committee.

C. Any HQSD instrument used in an evaluation must be reviewed by locally determined experts. Experts shall be defined as including members of the administrative team, credentialed evaluators, members of the Evaluation Committee and district teachers.

Final Evaluation Procedures:

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

placed on a Professional Growth Plan or Performance Improvement Plan is not an adverse personnel action within the meaning of this provision.

Professional Growth Plans and Performance Improvement Plans:

Based upon the results of the annual teacher evaluation each teacher must develop either a Professional Growth Plan or Performance Improvement Plan as follows:

A. Teachers whose final holistic rating is Accomplished will develop their own professional growth plan using the ODE Professional Growth Plan template.

B. Teachers whose final holistic rating is Skilled will develop a professional growth plan jointly with his/her credentialed evaluator using the ODE Professional Growth Plan template.

C. Teachers whose final holistic rating is Developing will develop a Professional Growth Plan guided by their credentialed evaluator using the ODE Professional Growth Plan template.

D. Teachers whose final holistic rating is Ineffective will be placed on an improvement plan developed by their evaluator using the ODE Improvement Plan template.

E. Professional Growth Plans will be developed by the end of the first nine weeks.

F. Professional Growth Plans and Performance Improvement Plans will be based on the results of the evaluation and aligned to any school district or building improvement plans.

G. Alignment of the PGP goals with district and/or school improvement plan(s) will be discussed between the teacher and evaluator.

H. Determination of whether or not progress is made on the PGP will be based upon discussions with the teacher and evaluator and any additional evidence and/or documentation provided by the teacher or obtained by the evaluator.

The Performance Improvement Plan shall include:

1. Specific performance expectations, resources and assistance to be provided;
2. Timelines for its completion;
3. A mentor will be assigned to the teacher.