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MASTER AGREEMENT

between the

WOOSTER EDUCATION ASSOCIATION
(CERTIFIED STAFF)

and the

WOOSTER CITY SCHOOL DISTRICT
BOARD OF EDUCATION
(Wayne County, Ohio)

Effective

August 1, 2025

through

July 31, 2028

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ARTICLE 100 - RECOGNITION

101 Recognition of the Association (2006)

The Wooster City Board of Education, hereinafter referred to as the "Board," recognizes the Wooster Education Association (Certified Staff Unit), hereinafter referred to as the “Association,” as the exclusive representative for all certificated staff, including the Elementary Computer Coordinator and Chapter 1 Math Coordinator, In-School Suspension/Time Out Person(s), Small Group Instructors (SGI), and Contract Substitutes except building principals, all Central Office Administrators or Supervisors (such as elementary coordinator, director of pupil personnel, director of services, supervisor of elementary library services), noncontract substitute teachers, and school nurses, hereinafter called “bargaining unit members.” All bargaining unit members, except Contract Substitutes, are to be accorded all provisions of this Contract except where specifically delineated. Contract Substitutes are only entitled to such benefits as expressly provided for them under this Collective Bargaining Agreement. “Teachers,” as used in this Contract, are defined as all bargaining unit members excluding SGIs and In-School Suspension/Time Out Person(s) (hereinafter "ISS") and Contract Substitutes.

102 Recognition of the Board (1990)

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Wooster City School District and as the employer of all bargaining unit members of the School District.

103 Recognition of the Superintendent (1974)

The Association and the Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board, as well as the educational leader of the School District and who, as such, must actively participate in the negotiations process.

104 Membership In Professional Organizations (1990)

Both parties recognize that bargaining unit members have the right to join or not to join any organization for his/her professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment.

ARTICLE 200 - NEGOTIATIONS PROCEDURE

201 Scope (1984)

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the Board and the Association.

202 Submission of the Issues (2025)

A. Contract negotiations for the new contract will begin no earlier than one hundred eighty (180) calendar days prior to the expiration of this Contract. The parties shall mutually agree in writing to a starting date for negotiations.

B. At the first meeting, the respective parties shall meet to exchange all their initial proposals written in their entirety for the purpose of bargaining items within the mandatory scope of bargaining. Any issue submitted after this time shall require mutual agreement of the teams to allow introduction of the new item.

203 Negotiating Teams (1984)

A. The Superintendent, or his/her designated representative(s) approved by the Board, shall meet with the designated representative(s) of the Association to negotiate in good faith. The teams shall be limited to five (5) representatives each of which there may be a maximum of two (2) professional and/or lay consultants per team.

B. All negotiations shall be conducted exclusively between said teams. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

204 Negotiating Meetings (1984)

A. Meetings shall be held at reasonable times for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in a sincere effort to reach mutual understanding and agreement. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession. Such meetings shall not be conducted during the regular school day unless agreed upon by both parties. The meetings shall be in executive session unless otherwise agreed upon by both parties.

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

205 Caucus (1974)

Upon the request of either party, the negotiating session shall be caucused or recessed to permit the requesting party a reasonable period to consult with the other team members and/or consultants.

206 Exchange of Information (1974)

The Board and the Association agree to furnish to each other, upon reasonable request, all available information on the proposals under negotiation.

207 Progress Reports (News Releases) (1974)

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

208 Protocol (1974)

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member.

209 Agreement (2006)

A. When agreement has been obtained on all issues negotiated, or issues have otherwise been resolved, all issues negotiated shall be reduced to writing, signed by members of the teams and presented to the Association and the Board.

B. The total tentative agreement shall include the following provisions in writing:

1. Provisions of the Agreement

2. Date that said provisions are to be implemented

C. Within ten (10) calendar days of the tentative agreement, the Association shall consider the agreement for approval.

D. Once the contract has been approved by the Association, it shall be submitted to the Board for approval at its next regular or special Board meeting, but no later than ten (10) calendar days from the date of ratification by the Association.

E. When ratified by both parties, the contract shall be signed by the representatives of the Association and the President, Superintendent, and Board Treasurer and entered into the official minutes of the Board. Thereupon, the items agreed to shall constitute a revision of the Master Contract.

F. The Contract will be printed in a booklet form (8.5" x 5.5") within thirty (30) workdays after ratification and execution of the parties. Sufficient quantities for the staff, Association, Administration, and the Board will be printed. The cost will be equally split between the Board and the Association. Additional copies may be obtained provided the additional copies are requested prior

to the run. Each party will be provided with an applicable computer disk with the Contract on it.

210 Impasse Procedure (2025)

If an agreement is not reached at least fifty-one (51) days before the expiration of the current Agreement, either party may declare the unresolved issues to be at impasse. If either party declares the impasse, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) or mutually agreed upon alternative to appoint a mediator for the purpose of assisting the parties in reaching an agreement. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of ten (10) days or until the expiration date of the Contract, whichever is less. The parties shall split equally the costs of the mediator.

It is agreed that the procedures set forth in this Section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.14, except that the Association does retain the right to strike by following the procedures required in ORC Chapter 4117.

211 Definitions (2012)

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

212 Modification (2006)

Notwithstanding any other provision in this Article, the parties may modify the Negotiations Procedure by mutual agreement prior to the commencement of any negotiations provided for in this Agreement.

ARTICLE 300 - COMPENSATION

301 Paychecks (2025)

A. Bargaining unit members will be paid bi-monthly (twenty-four [24] pays per year) on the 5th and 20th of each month.

B. If a payday is due to fall on a bank holiday, then pay will be direct deposited the preceding work day.

C. Payment shall be issued by direct deposit into the bank of the bargaining unit member's choice, on or before the date of payday. Each bargaining unit member shall execute an authorization stating the bank to which the direct deposit is to be made. Each bargaining unit member will be provided an electronic notification of payment or its equivalent.

D. The Board shall distribute bargaining unit members' tax documents (e.g. W-2s, 1095s, etc.) electronically. Any bargaining unit members who have difficulty accessing the documents electronically may request assistance from the Treasurer's Office and the Treasurer's Office will provide such assistance.

302 Equalized Deductions (2025)

If employees request and are approved for dock days, the dock days will be reflected in the pay period in which they are taken. This section does not apply to disciplinary unpaid suspensions.

303 Payroll Deductions (2025)

A. Dues and Fees [See Section 702]

B. Annuities

1. Bargaining unit members may change their contract or enter into a new contract for tax sheltered annuities with companies that are qualified to offer annuities in the School District with fourteen (14) calendar days' notice to the Board Treasurer.

2. If approved by the individual annuity, deductions shall be transmitted to the annuity within fourteen (14) calendar days of the deduction.

C. OEA Fund

The Board shall accept payroll deductions for the OEA as such payments will be equal monthly payments.

D. Credit Union

Bargaining unit members may also make contributions via the Wayne County Federal Credit Union.

304 Early Payout (2012)

A. If a teacher has submitted his/her resignation indicating he/she will not be returning the next school year, he/she may submit, in writing, his/her request for final payment of contract salary due at the end of June. When

final payment is made, all fringe benefits including sick leave stop at that time.

305 Student Teacher Procedure (2012)

A. Student teachers shall not be assigned to first or second year teachers. No teacher shall be assigned a student teacher without his/her permission.

B. Any stipends or vouchers received by the District from a college or university sponsoring a student teacher will be available for purposes of purchasing classroom supplies in buildings where student teachers have been utilized.

C. Assignment of student teachers shall be rotated among building bargaining unit members (teachers) who volunteer for such assignments, provided that any such assignment is consistent with the request of the student teacher with respect to subject area, grade level, and building, except when the college and student teacher have indicated a specific need for a specific teacher.

306 Credit Dates (1974)

Teachers who have completed additional training shall be given appropriate credit for said training on the salary schedule by October 1 and March 1, with salary changes to become effective at the beginning of the contract year and February 1.

307 Salary Experience Credit (2006)

A. For teachers, experience credit on the salary schedule will be granted as follows:

1. One (1) year of credit for each year [one hundred twenty (120) days or more] on a teacher's contract in Wooster;

2. One (1) year of credit for each year [one hundred twenty (120) days or more] on a teacher's contract in another Ohio public school not to exceed ten (10) years, except without such limitation for those hired on or after August 1, 2000;

3. One (1) year of credit for each year [eight (8) months or more] of active military duty, not to exceed five (5) years;

4. One (1) year of credit for each two (2) years as an SGI in Wooster City Schools where there was at least seven hundred twenty (720) hours of work in each year; and

5. One (1) year of credit for each year of Wooster substituting experience if in one (1) position for one hundred twenty (120) days or more in the same school year.

B. The Board may grant up to ten (10) years' experience for service in a nonpublic accredited school, in a public non-Ohio school, or for teaching in an accredited Pre-School Program or in an accredited college or university.

C. ISS experience credit on the salary schedule will be granted as follows:

1. One (1) year of credit for each year [one hundred twenty (120) days or more] on an ISS contract in Wooster;

2. One (1) year of credit for each year [one hundred twenty (120) days or more] on a teacher's contract in any Ohio public school not to exceed ten (10) years;

3. One (1) year of credit for each year [eight (8) months or more] of active military duty, not to exceed five (5) years [subject to a total limit not to exceed ten (10) years when C(2) and C(3) are combined].

308 Mileage (2009)

A. It shall be the policy of the Board to reimburse bargaining unit members for travel within and outside the School District, when on official business, as approved by the Superintendent and when required to travel between buildings in the same day.

B. The rate of reimbursement will be the current IRS rate per mile. This policy shall be uniformly administered for all bargaining unit members of the District.

309 Severance Pay (2022)

A. Bargaining unit members who have been employed by the Wooster City Schools for at least ten (10) years and who have been approved by the State Teachers Retirement System of Ohio (STRS) to receive retirement benefits, and who notify the Board in writing, will receive a lump sum payment equal to one-fourth (¼) the number of days of accumulated but unused sick leave days to a maximum of sixty-five (65) days. Such payment shall be at the per diem rate at the time of retirement. Notwithstanding the foregoing, if the retiring employee is a Participant in the "403(b) Employer Sponsored Plan" that is established pursuant to Section 323, below, to the extent that it is permissible to do so under the terms of the 403(b) Employer Sponsored Plan, such payment shall be made directly into the 403(b) Employer Sponsored Plan, in lieu of such amount being paid to the employee in cash.

B. Payment under Paragraph A, above, shall eliminate all accrued sick leave, whether such payment is made in cash and/or to the 403(b) Employer Sponsored Plan.

C. If an employee who would otherwise qualify for a severance payment under Paragraph A, above, dies while still employed by the Board, prior to retiring, the Board shall pay severance to the deceased employee's estate in the amount it would have if the employee had retired from Board employment under Paragraph A.

310 <u>Retirement Incentive (2013)</u>

A. A bargaining unit member shall be entitled to receive the HRA account credits, and the cash payments and/or 403(b) Employer Sponsored Plan contributions, described in Paragraph B, below, if he/she meets all of the following requirements:

1. The bargaining unit member has been employed by the Wooster City Schools for at least ten (10) years and opts to retire at the end of a school year;

2. The bargaining unit member is approved by the STRS to receive retirement benefits, other than disability retirement benefits, with thirty (30) or less years of service credit; and

3. The bargaining unit member notifies the Board of his/her intention to retire, in writing, no later than March 1 of the year in which he/she elects to retire. Once a bargaining unit member has given the notice of intent to retire, it cannot be withdrawn unless STRS determines the bargaining unit member is not eligible to retire. For purposes of this Paragraph A, thirty (30) years of service will be deemed to have occurred in the year in which the bargaining unit member reaches thirty (30) years of service.

B. Bargaining unit members who satisfy the requirements of Paragraph A, above, shall receive the following:

1. As provided in Paragraph D, below, Twelve Thousand Five Hundred Dollars ($12,500) in credits under a Health Reimbursement Arrangement (HRA); and

2. At the times provided in Paragraph C, below, cash payments which will total fifty percent (50%) of all accumulated sick leave; provided, however, that if the retiring employee is a Participant in the "403(b) Employer Sponsored Plan" that is established pursuant to Section 323, below, to the extent that it is permissible to do so under the terms of the 403(b) Employer Sponsored Plan, such payment shall

be made directly into the 403(b) Employer Sponsored Plan, in lieu of such amount being paid to the employee in cash.

Payments and/or credits under this Section will be made in lieu of the payment and/or Plan contribution under Paragraph A, above. A retiree who is entitled to payments and HRA account credits under this Section shall have all of his/her accrued but unused sick leave eliminated at the time of retirement.

C. If a Plan contribution is due under Paragraph B(2), above, it shall be made at the time or times specified in Section 323, below.

D. 1. If a credit is due under Paragraph B(1), above, credits to the HRA account shall be made in five (5) Two Thousand Five Hundred Dollar ($2,500) increments as follows:

a. The first credit of Two Thousand Five Hundred Dollars ($2,500) will be made after July 1 of the year of retirement; and

b. An additional Two Thousand Five Hundred Dollar ($2,500) credit will be made on each successive July 1 for the next four (4) years.

2. Based upon the amounts credited to a retiree's HRA account under the HRA, from time to time, the retiree, the retiree's spouse and dependents may be reimbursed for the following types of health care expenses:

a. Premiums for the purchase of health care insurance (including amounts paid for coverage under the STRS or another retirement system health care plan).

b. Unreimbursed medical expenses, vision expenses, and dental expenses including deductibles and co-payments under an individual policy, the STRS or another retirement system health care plan, or the plan of another employer.

3. The Board will establish a plan document for the HRA that will be designed to comply with the requirements of all applicable laws, including the Federal tax laws. In accordance with and subject to the terms of the HRA plan document, the amounts credited to a retiree's HRA account may be carried over to subsequent years; after the death of a retiree, his/her surviving spouse and surviving dependents can continue to receive reimbursement of the foregoing expenses; and a retiree's HRA account shall be subject to forfeiture after the deaths of the retiree and any surviving spouse and surviving dependents who are entitled to reimbursement from the HRA

account. The Board is permitted to hire a third-party Administrator to manage the arrangement and to charge those administrative fees to the accounts of the retirees.

311 Summer School (2025)

A. Any teacher or properly certified/licensed SGI who would like to be considered for teaching in the summer school program shall apply in writing to the Assistant Superintendent in response to a posting for the position. Selection qualification shall be based upon the posted qualifications following the terms of Section 716(A)(5), herein, provided that where the qualifications are otherwise equal, seniority within the District shall prevail. Qualified Wooster City School teachers will be given preference before teachers from outside the Wooster City Schools.

B. Summer School pay shall be calculated as follows:

1. 0 - 9 year of service as twenty-five dollars ($25.00) per hour

2. 10 - 24 years of service at thirty dollars ($30.00) per hour

3. 25 years of service at forty dollars ($40.00) per hour

312 Overnight Assignments (2006)

When a teacher has been assigned by the Administration as a part of his/her regular teaching duties to take part in an overnight field trip, that teacher shall receive Forty-Three Dollars and Eighty-Two Cents ($43.82) [effective 8/1/2003 and increasing July 1 of each year by the same percentage as the BA-0 Step base salary] for every night so spent in addition to the regular salary, provided the bargaining unit member is not receiving any other form of remuneration or stipend for the same services.

313 Committee Assignments and Curriculum Guides (2025)

A. Bargaining unit members who agree to participate on committees or develop curriculum guides, outside the school year, shall be reimbursed at Thirty Dollars ($30.00) per hour. Bargaining unit members who agree to participate on courses of study or curriculum guides, or elementary textbook committees, during the school year but outside the school day, shall be reimbursed at the above rate. Payment will be made after successful completion of the activity. The total hours will be determined in advance of participation. If the time on committees or for development of curriculum guides is to be used for a PDU, the bargaining unit member is not eligible for other compensation.

B. If the School District elects to schedule any such curriculum guide meeting or textbook adoption committee meeting during the school day, participating

bargaining unit members will be given release time for attendance at such meetings.

314 Salary and Index (2025)

A. Salary Index for calculating full-time teachers and ISS salaries commensurate with training and experience is below.

NOTE:

*Employees who have been placed on either of these columns as of August 1, 1986, shall remain on the column. Those employees holding a Master's Degree and who have started a course with undergraduate hours after July 31, 1984, and have completed any course by July 31, 1986, shall be entitled to have such course(s) counted as graduate hours for purposes of placement on either of these columns.

**Salary if the employee is non-certificated/non-licensed. If the employee holding the position is certificated/licensed then his/her annual salary shall be increased by five percent (5%).

SALARY SCHEDULE INDEX

Yrs	ISS**	Non-Degree	BA/BS	135 HR	150 HR	MA/MS	MA w/ 45 GSH*	MA w/ 60 GSH*
0	0.798	0.960	1.000	1.030	1.060	1.090	1.120	1.150
1	0.815	0.994	1.048	1.079	1.110	1.141	1.172	1.203
2	0.832	1.028	1.096	1.128	1.160	1.192	1.224	1.256
3	0.849	1.062	1.144	1.177	1.210	1.243	1.276	1.309
4	0.866	1.096	1.192	1.226	1.260	1.294	1.328	1.362
5	0.883	1.130	1.240	1.275	1.310	1.345	1.380	1.415
6	0.900	1.164	1.288	1.324	1.360	1.396	1.432	1.468
7	0.917	1.198	1.336	1.373	1.410	1.447	1.484	1.521
8	0.934	1.232	1.384	1.422	1.460	1.498	1.536	1.574
9	0.951	1.266	1.432	1.471	1.510	1.549	1.588	1.627
10	0.968	1.300	1.480	1.520	1.560	1.600	1.640	1.680
11	0.985	1.334	1.528	1.569	1.610	1.651	1.692	1.733
12	0.985	1.368	1.576	1.618	1.660	1.702	1.744	1.786
13	0.985	1.368	1.624	1.667	1.710	1.753	1.796	1.839
14	0.985	1.368	1.624	1.716	1.760	1.804	1.848	1.892
15	0.985	1.368	1.624	1.716	1.810	1.855	1.900	1.945
16	0.985	1.368	1.624	1.716	1.810	1.906	1.952	1.998
17	0.985	1.368	1.624	1.716	1.810	1.906	1.952	1.998
18	0.985	1.368	1.624	1.716	1.810	1.906	1.952	1.998
19	0.985	1.368	1.624	1.716	1.810	1.906	1.952	1.998
20	1.005	1.402	1.672	1.765	1.860	1.957	2.004	2.051
21	1.005	1.402	1.672	1.765	1.860	1.957	2.004	2.051
22	1.005	1.402	1.672	1.765	1.860	1.957	2.004	2.051
23	1.005	1.402	1.672	1.765	1.860	1.957	2.004	2.051
24	1.005	1.402	1.672	1.765	1.860	1.957	2.004	2.051
25	1.025	1.436	1.720	1.814	1.910	2.008	2.056	2.104
26	1.025	1.436	1.720	1.814	1.910	2.008	2.056	2.104
27	1.025	1.436	1.720	1.814	1.910	2.008	2.056	2.104
28	1.025	1.436	1.720	1.814	1.910	2.008	2.056	2.104
29	1.025	1.436	1.720	1.814	1.910	2.008	2.056	2.104
30	1.025	1.470	1.768	1.863	1.960	2.059	2.108	2.157

B. Salary Schedule Effective August 1, 2025 – 3.5% increase

Step	ISS	Non Degree	BA/BS	135 HR	150 HR	MASTERS	MA WITH 45 GSH	MA WITH 60 GSH
0	$37,119	$44,654	$46,515	$47,910	$49,306	$50,701	$52,097	$53,492
1	$37,910	$46,236	$48,748	$50,190	$51,632	$53,074	$54,516	$55,958
2	$38,700	$47,817	$50,980	$52,469	$53,957	$55,446	$56,934	$58,423
3	$39,491	$49,399	$53,213	$54,748	$56,283	$57,818	$59,353	$60,888
4	$40,282	$50,980	$55,446	$57,027	$58,609	$60,190	$61,772	$63,353
5	$41,073	$52,562	$57,679	$59,307	$60,935	$62,563	$64,191	$65,819
6	$41,864	$54,143	$59,911	$61,586	$63,260	$64,935	$66,609	$68,284
7	$42,654	$55,725	$62,144	$63,865	$65,586	$67,307	$69,028	$70,749
8	$43,445	$57,306	$64,377	$66,144	$67,912	$69,679	$71,447	$73,215
9	$44,236	$58,888	$66,609	$68,424	$70,238	$72,052	$73,866	$75,680
10	$45,027	$60,470	$68,842	$70,703	$72,563	$74,424	$76,285	$78,145
11	$45,817	$62,051	$71,075	$72,982	$74,889	$76,796	$78,703	$80,610
12	$45,817	$63,633	$73,308	$75,261	$77,215	$79,169	$81,122	$83,076
13	$45,817	$63,633	$75,540	$77,541	$79,541	$81,541	$83,541	$85,541
14	$45,817	$63,633	$75,540	$79,820	$81,866	$83,913	$85,960	$88,006
15	$45,817	$63,633	$75,540	$79,820	$84,192	$86,285	$88,379	$90,472
16	$45,817	$63,633	$75,540	$79,820	$84,192	$88,658	$90,797	$92,937
17	$45,817	$63,633	$75,540	$79,820	$84,192	$88,658	$90,797	$92,937
18	$45,817	$63,633	$75,540	$79,820	$84,192	$88,658	$90,797	$92,937
19	$45,817	$63,633	$75,540	$79,820	$84,192	$88,658	$90,797	$92,937
20	$46,748	$65,214	$77,773	$82,099	$86,518	$91,030	$93,216	$95,402
21	$46,748	$65,214	$77,773	$82,099	$86,518	$91,030	$93,216	$95,402
22	$46,748	$65,214	$77,773	$82,099	$86,518	$91,030	$93,216	$95,402
23	$46,748	$65,214	$77,773	$82,099	$86,518	$91,030	$93,216	$95,402
24	$46,748	$65,214	$77,773	$82,099	$86,518	$91,030	$93,216	$95,402
25	$47,678	$66,796	$80,006	$84,378	$88,844	$93,402	$95,635	$97,868
26	$47,678	$66,796	$80,006	$84,378	$88,844	$93,402	$95,635	$97,868
27	$47,678	$66,796	$80,006	$84,378	$88,844	$93,402	$95,635	$97,868
28	$47,678	$66,796	$80,006	$84,378	$88,844	$93,402	$95,635	$97,868
29	$47,678	$66,796	$80,006	$84,378	$88,844	$93,402	$95,635	$97,868
30	$47,678	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
31	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
32	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
33	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
34	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
35	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
36	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
37	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
38	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
39	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
40	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
41	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
42	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
43	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
44	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333
45	$48,608	$68,377	$82,239	$86,657	$91,169	$95,774	$98,054	$100,333

C. Salary Schedule Effective August 1, 2026 – 3.5% increase

Step	ISS	Non Degree	BA/BS	135 HR	150 HR	MASTERS	MA WITH 45 GSH	MA WITH 60 GSH
0	$38,418	$46,217	$48,143	$49,587	$51,032	$52,476	$53,920	$55,364
1	$39,237	$47,854	$50,454	$51,946	$53,439	$54,931	$56,424	$57,916
2	$40,055	$49,491	$52,765	$54,305	$55,846	$57,386	$58,927	$60,468
3	$40,873	$51,128	$55,076	$56,664	$58,253	$59,842	$61,430	$63,019
4	$41,692	$52,765	$57,386	$59,023	$60,660	$62,297	$63,934	$65,571
5	$42,510	$54,402	$59,697	$61,382	$63,067	$64,752	$66,437	$68,122
6	$43,329	$56,038	$62,008	$63,741	$65,474	$67,208	$68,941	$70,674
7	$44,147	$57,675	$64,319	$66,100	$67,882	$69,663	$71,444	$73,226
8	$44,966	$59,312	$66,630	$68,459	$70,289	$72,118	$73,948	$75,777
9	$45,784	$60,949	$68,941	$70,818	$72,696	$74,574	$76,451	$78,329
10	$46,602	$62,586	$71,252	$73,177	$75,103	$77,029	$78,955	$80,880
11	$47,421	$64,223	$73,563	$75,536	$77,510	$79,484	$81,458	$83,432
12	$47,421	$65,860	$75,873	$77,895	$79,917	$81,939	$83,961	$85,983
13	$47,421	$65,860	$78,184	$80,254	$82,325	$84,395	$86,465	$88,535
14	$47,421	$65,860	$78,184	$82,613	$84,732	$86,850	$88,968	$91,087
15	$47,421	$65,860	$78,184	$82,613	$87,139	$89,305	$91,472	$93,638
16	$47,421	$65,860	$78,184	$82,613	$87,139	$91,761	$93,975	$96,190
17	$47,421	$65,860	$78,184	$82,613	$87,139	$91,761	$93,975	$96,190
18	$47,421	$65,860	$78,184	$82,613	$87,139	$91,761	$93,975	$96,190
19	$47,421	$65,860	$78,184	$82,613	$87,139	$91,761	$93,975	$96,190
20	$48,384	$67,496	$80,495	$84,972	$89,546	$94,216	$96,479	$98,741
21	$48,384	$67,496	$80,495	$84,972	$89,546	$94,216	$96,479	$98,741
22	$48,384	$67,496	$80,495	$84,972	$89,546	$94,216	$96,479	$98,741
23	$48,384	$67,496	$80,495	$84,972	$89,546	$94,216	$96,479	$98,741
24	$48,384	$67,496	$80,495	$84,972	$89,546	$94,216	$96,479	$98,741
25	$49,347	$69,133	$82,806	$87,331	$91,953	$96,671	$98,982	$101,293
26	$49,347	$69,133	$82,806	$87,331	$91,953	$96,671	$98,982	$101,293
27	$49,347	$69,133	$82,806	$87,331	$91,953	$96,671	$98,982	$101,293
28	$49,347	$69,133	$82,806	$87,331	$91,953	$96,671	$98,982	$101,293
29	$49,347	$69,133	$82,806	$87,331	$91,953	$96,671	$98,982	$101,293
30	$49,347	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
31	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
32	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
33	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
34	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
35	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
36	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
37	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
38	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
39	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
40	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
41	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
42	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
43	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
44	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844
45	$50,309	$70,770	$85,117	$89,690	$94,360	$99,126	$101,485	$103,844

D. Salary Schedule Effective August 1, 2027 – 3.5% increase

Step	ISS	Non Degree	BA/BS	135 HR	150 HR	MASTERS	MA WITH 45 GSH	MA WITH 60 GSH
0	$39,763	$47,835	$49,828	$51,323	$52,818	$54,313	$55,807	$57,302
1	$40,610	$49,529	$52,220	$53,764	$55,309	$56,854	$58,398	$59,943
2	$41,457	$51,223	$54,611	$56,206	$57,800	$59,395	$60,989	$62,584
3	$42,304	$52,917	$57,003	$58,648	$60,292	$61,936	$63,581	$65,225
4	$43,151	$54,611	$59,395	$61,089	$62,783	$64,477	$66,172	$67,866
5	$43,998	$56,306	$61,787	$63,531	$65,275	$67,019	$68,763	$70,507
6	$44,845	$58,000	$64,178	$65,972	$67,766	$69,560	$71,354	$73,148
7	$45,692	$59,694	$66,570	$68,414	$70,257	$72,101	$73,945	$75,788
8	$46,539	$61,388	$68,962	$70,855	$72,749	$74,642	$76,536	$78,429
9	$47,386	$63,082	$71,354	$73,297	$75,240	$77,184	$79,127	$81,070
10	$48,234	$64,776	$73,745	$75,739	$77,732	$79,725	$81,718	$83,711
11	$49,081	$66,471	$76,137	$78,180	$80,223	$82,266	$84,309	$86,352
12	$49,081	$68,165	$78,529	$80,622	$82,714	$84,807	$86,900	$88,993
13	$49,081	$68,165	$80,921	$83,063	$85,206	$87,348	$89,491	$91,634
14	$49,081	$68,165	$80,921	$85,505	$87,697	$89,890	$92,082	$94,275
15	$49,081	$68,165	$80,921	$85,505	$90,189	$92,431	$94,673	$96,915
16	$49,081	$68,165	$80,921	$85,505	$90,189	$94,972	$97,264	$99,556
17	$49,081	$68,165	$80,921	$85,505	$90,189	$94,972	$97,264	$99,556
18	$49,081	$68,165	$80,921	$85,505	$90,189	$94,972	$97,264	$99,556
19	$49,081	$68,165	$80,921	$85,505	$90,189	$94,972	$97,264	$99,556
20	$50,077	$69,859	$83,312	$87,946	$92,680	$97,513	$99,855	$102,197
21	$50,077	$69,859	$83,312	$87,946	$92,680	$97,513	$99,855	$102,197
22	$50,077	$69,859	$83,312	$87,946	$92,680	$97,513	$99,855	$102,197
23	$50,077	$69,859	$83,312	$87,946	$92,680	$97,513	$99,855	$102,197
24	$50,077	$69,859	$83,312	$87,946	$92,680	$97,513	$99,855	$102,197
25	$51,074	$71,553	$85,704	$90,388	$95,171	$100,055	$102,446	$104,838
26	$51,074	$71,553	$85,704	$90,388	$95,171	$100,055	$102,446	$104,838
27	$51,074	$71,553	$85,704	$90,388	$95,171	$100,055	$102,446	$104,838
28	$51,074	$71,553	$85,704	$90,388	$95,171	$100,055	$102,446	$104,838
29	$51,074	$71,553	$85,704	$90,388	$95,171	$100,055	$102,446	$104,838
30	$51,074	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
31	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
32	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
33	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
34	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
35	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
36	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
37	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
38	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
39	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
40	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
41	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
42	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
43	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
44	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479
45	$52,070	$73,247	$88,096	$92,830	$97,663	$102,596	$105,037	$107,479

E. Any teacher less than full-time shall be prorated on a per diem basis or hourly basis (using a seven and one-half [7½] hour day) after placement on the salary schedule commensurate with training and experience, excepting summer school.

F. Any teacher who is required as part of his/her regular teaching duties to work additional days prior to the commencement of the school year or subsequent to the end of the school year shall be paid for such additional days on a per diem basis or hourly basis (using a seven and one-half [7½] hour day) based upon the individual's placement on the salary schedule. This does not apply to summer school. See Section 316(G), below, for regular extended time positions.

G. The hourly rate for Small Group Instructors shall be determined and paid on the Index and schedule set forth below. Advancement on the schedule will be based upon each year of experience as a SGI where the SGI has worked at least one hundred twenty (120) days during the school year and averaged at least four (4) hours per day as a SGI of any kind.

Exp.	Index	8/1/2025	8/1/2026	8/1/2027
0	1.00	25.20	26.02	26.87
1	1.02	25.70	26.54	27.40
2	1.04	26.21	27.06	27.94
3	1.06	26.71	27.58	28.48
4	1.08	27.22	28.10	29.01
5	1.10	27.72	28.62	29.55
6	1.12	28.22	29.14	30.09
7	1.14	28.73	29.66	30.62
8	1.16	29.23	30.18	31.16
9	1.18	29.74	30.70	31.70
10	1.20	30.24	31.22	32.23
11	1.22	30.74	31.74	32.77
20	1.24	31.25	32.26	33.31
25	1.26	31.75	32.79	33.86

315 Supplemental Salary (2025)

A. Actual listing of supplemental positions and the index for computing compensation is listed in Section 315(K), below.

B. The Board is not required to create or to fill any supplemental contract position.

C. If the Superintendent determines that a change in circumstances or in the nature of the duties warrants, he may recommend that the Board pay a higher figure for an activity than is provided herein. Any changes made will be subject to negotiations during the next regularly scheduled round of bargaining.

D. If a new supplemental activity contract is created between rounds of negotiations, the salary will be subject to negotiations during the next regularly scheduled round of bargaining.

E. The position of Athletic Director is not in the bargaining unit as long as it remains under administrative contract and not on the teachers' salary schedule.

F. Co-curricular salaries shall be paid according to the following schedule:

1. Fall: No later than the first pay in November;

2. Winter: No later than the second pay in March;

3. Spring: No later than the second pay in June; and

4. Full Year: First pay no later than second pay in January and final pay no later than second pay in June.

G. Bargaining unit members who receive a supplemental contract for performance of the regular duties performed during the normal work year on an extended time basis beyond the regular work year shall be compensated on the basis of the employee's daily rate times the number of extended days, unless this Agreement or any amendment thereto sets forth a specific rate of pay. Extended days must be approved each year after collaboration with the Administration with the following as maximum possible days for the listed positions:

MS Guidance (3)	10 days
Elementary Guidance	3 days
Speech and Hearing (2)	7 days
Speech and Hearing	2 days
Secondary Home Economics	15 days
Secondary Home Economics	10 days
District Technology Resource	15 days

Network Manager	15 days

Once the position is vacated by the current employee, the extended time days for the positions change to:

MS Guidance (3)	10 days
Elementary Guidance	3 days
Speech and Hearing (2)	7 days
Speech and Hearing	2 days
Secondary Home Economics (2)	10 days
District Technology Resource	15 days
Network Manager	15 days

In addition, the following extended time shall be in place:

Psychologists (4)	22 days
Secondary Guidance	14 days
High School Orientation (1)	4 days

Employees mut complete extended days at their worksite.

H. Qualified employees holding valid Ohio teaching certificates/licenses will be employed for supplemental contracts prior to hiring nonemployees or non-certificated individuals. Filling supplemental positions will be based upon the recommendation of the Superintendent, who may receive recommendations from the principal(s). The principal(s) shall get input from the activity head, when available.

I. Experience increments of five percent (5%) of the amount after completion of second year in the same activity, ten percent (10%) of the amount after completion of the fifth (5th) year in the same activity, and fifteen percent (15%) of the amount after completion of the tenth (10th) year in the same activity will be given annually as part of the supplemental salary.

J. Requirements of/and Pupil Activity Supervision Validations for coaches shall be provided or paid by the Board. Coaches shall be identified as "at risk" for blood borne pathogens and shall receive training and protection in accordance with being identified "at risk."

K. Supplemental Salary Schedule (Index Times BA Base)

ACTIVITY	INDEX
FULL YEAR	
HS Athletic Director (See Section E)	
Athletic Faculty Manager (up to 2)	.0868
MS Athletic Program Director	.2007
Ticket Manager	.0673
Weight Room Coordinators	
Fall (approximate time)	.0300
Winter (approximate time)	.0500
Spring (approximate time)	.0300
Summer (approximate time)	.0600
Dramatics	
HS Director	.1334
HS Assistant	.0774
MS Director	.0774
Publications	
MS Yearbook	.0300
HS Yearbook (a)	.0760
HS Newspaper (biweekly publication)	.1334
HS Literary Magazine	.0152
MS Newspaper	.0152
Music	
HS Music Coordinator	.0154
HS Symphonic Band Director	.1087

HS Concert Band	.0697
HS Orchestra Director	.0697
9th Grade Band	.0697
MS Instrumental Director	.0833
MS Instrumental Director Assistant (up to 2)	.0506
MS Orchestra Director	.0300
Elementary Orchestra Director	.0075
Elementary Orchestra Assistant	.0045
Elementary Band Assistant	.0045
HS Vocal	.0855
HS Show Choir	.0395
HS Choral Choreographer	.0205
Pep Band	.0225
Elementary Vocal Evening Program	.0075
MS Vocal	.0395
8th Grade Band (eliminate if/when 8th grade returns to MS)	.0075
6th Grade Band	.0075
Student Council (one each for the MS/HS)	.0265
Honor Society Advisor	.0265
Class Advisors	
Grade 8	.0100
Grade 9	.0100
Grade 10	.0100
Grade 11	.0265
Grade 12	.0100

HS Guidance (each Counselor)	$1,000
STEM	
HS Head Coach	.1334
HS Assistant Coach (more than 2 teams)	.0774
Speech and Debate	
HS Head Coach	.1334
HS Assistant Coach (up to 3)	.0774
Middle School	.0742
Performing Arts Center	
Manager	.2007
Assistant Manager	.1334
After School/Discipline	
HS Saturday School Supervisor	.00074/hour
HS and MS After School Discipline Supervisor	.00074/hour
Equity Advisors (up to one per building)	.0100
Academic Challenge	
HS Head Coach	.0265
MS Head Coach	.0265
MS Assistant Coach (Added if MS team exceeds 25)	.0125
Elementary Safety Patrol	.0075
Special Olympics Coach	.1334
Power of the Pen Coach	.0265
Math Counts Coach	.0125
Math 24 Tournament Director	.0125
Art Show/FAF	.0075

eSports	
HS Head Coach	.0760
HS Assistant Coach	.0441
Ski Club (up to 2)	.0265
FALL	
Football	
HS Head	.1884
HS Assistant (up to 7)	.1093
Freshman	.0886
MS Head Coach (up to 1 total for 7th and 8th grade teams)	.0849
MS Assistant Coach (up to 5)	.0772
Cross Country	
HS Head Coach Boys	.1000
HS Head Coach Girls	.1000
HS Boys/Girls Assistant Coach	.0600
MS Head Coach Boys	.0500
MS Head Coach Girls	.0500
MS Boys/Girls Assistant Coach	.03348
Volleyball	
HS Head Coach	.1334
HS Junior Varsity Coach	.0774
HS Freshman Coach	.0627
MS 8th Grade Coach	.0742
MS 7th Grade Coach	.0742
Soccer	

HS Head Coach Boys	.1334
HS Assistant Coach Boys (up to 2)	.0774
HS Head Coach Girls	.1334
HS Assistant Coach Girls (up to 2)	.0774
MS Boys Soccer (up to 2)	.0742
MS Girls Soccer (up to 2)	.0742
Golf	
HS Head Coach Boys	.0760
HS Assistant Coach Boys (if 10 or more participants)	.0441
HS Head Coach Girls	.0760
HS Assistant Coach Girls (if 10 or more participants)	.0441
MS Head Coach	.0441
MS Assistant Golf Coach (if 10 or more participants)	.03348
Cheerleading	
HS Football	.1035
HS Assistant	.0600
MS Football	.0577
MS Assistant	.0462
Music	
HS Marching Band Director	.1087
HS Marching Band Assistant (up to 2)	.0697
Majorette	.0364
Flag Corps	.0364
Percussion Specialist	.0697
Tennis	

HS Head Coach Girls	.0760
HS Junior Varsity Coach Girls	.0441

WINTER

Basketball

HS Head Coach Boys	.1837
HS Assistant Varsity Coach Boys	.1065
HS Junior Varsity Coach Boys	.1065
Freshman Coach Boys	.0864
HS Head Coach Girls	.1837
HS Assistant Varsity Coach Girls	.1065
HS Junior Varsity Coach Girls	.1065
HS Freshman Coach Girls	.0864
MS 8th Grade Head Coach Boys (up to 2 teams)	.0812
MS 7th Grade Head Coach Boys (up to 2 teams)	.0812
MS 8th Grade Head Coach Girls (up to 2 teams)	.0812
MS 7th Grade Head Coach Girls (up to 2 teams)	.0812

Wrestling

HS Head Coach	.1334
HS Varsity Assistant Coach	.0774
HS Junior Varsity Coach	.0627
MS Head Coach	.0742
MS Assistant Coach	.0462

Swimming

HS Head Coach Boys	.1334
HS Head Coach Girls	.1334

HS Assistant Coach	.0774
HS Swimming/Diving Coach	.0774
Gymnastics	
HS Head Coach	.1035
HS Assistant Coach	.0600
Bowling	
HS Head Coach	.0760
HS Assistant Coach	.0441
Cheerleading	
HS Basketball	.1035
HS Assistant	.0600
MS Basketball	.0577
MS Assistant	.0462

SPRING

Baseball	
HS Head Coach	.1334
HS Reserve Boys	.0774
HS Freshman Boys	.0627
Softball	
HS Head Coach	.1334
HS Assistant Coach	.0774
Tennis	
HS Head Coach Boys	.0760
HS Junior Varsity Coach Boys	.0441
Track	

HS Head Coach Boys	.1035
HS Assistant Coach Boys	.0600
HS Freshman Coach Boys/Girls	.0486
HS Head Coach Girls	.1035
HS Assistant Coach Girls	.0600
MS Head Coach Boys	.0577
MS Head Coach Girls	.0577
MS Assistant Coach (up to 2 if 90+ participants)	.0462
Lacrosse	
HS Head Coach Boys	.1035
Junior Varsity Coach Boys (up to 2)	.0600
HS Head Coach Girls	.1035
Junior Varsity Coach Girls (up to 2)	.0600

NOTE: (a) Indicates salary plus a second planning period per day.

Head Teacher: There shall be a Head Teacher in each school building who will be responsible for decisions concerning student discipline in the absence of any administrator in the building who will be responsible for such other matters as assigned by the Principal in his/her absence. Each Head Teacher shall receive a stipend of Five Hundred Dollars ($500.00) per semester.

Science Olympiad: Teachers assigned and serving as a coach of a Science Olympiad will receive a stipend of One Hundred Dollars ($100.00).

Elementary Evening Music Program: When an elementary teacher is required to use a planning and conference period for preparation of an Elementary Evening Music Program and that period is not subsequently replaced, such teachers may apply for and shall receive covering class pay.

Department Chairs: Department Chairpersons are collaborative teacher leaders who assist with curriculum needs and facilitate communication between their department and the administration.

Department Chairs in the high school core subject areas and in any other areas deemed necessary by the Administration, will be compensated in the amount of .0040 of the base salary per teacher in that department. Department members

may annually select the Department Chair by a two-thirds (⅔) supermajority vote of department members and forward their selection to the Principal. The winner of the election will be awarded the Chair if they have not previously served as Chair for two (2) years of the prior (10) years, provided they agree to fulfill the responsibilities of the Department Chair. No bargaining unit member will be required to assume a Department Chair position.

Post-Season Participation: Coaches shall be paid additional for extending the season. The additional pay shall be one-twelfth (1/12) of the supplemental pay for each week beyond the season as a result of participation in post-season tournament(s) through qualification . It is the responsibility of the head coach of the activity or sport to request such additional pay through the building principal.

316 STRS Pick-Up (2006)

A. The Board agrees to pick-up (assume and pay) contributions to the STRS on behalf of bargaining unit members at no additional cost to the Board, except as revised in Paragraphs B and C, below:

1. The amount to be picked-up and paid on behalf of each bargaining unit member shall be that percent required by law of the bargaining unit member's compensation. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount portion picked-up and paid by the Board, except as revised in Paragraphs B and C, below.

2. The pick-up percentage shall apply uniformly to all bargaining unit members.

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

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

5. Should the Internal Revenue Service make a ruling which finds the above practice to be improper, this Section of the Master Agreement shall be modified as necessary to be in compliance with the ruling.

B. The Board will pick-up and pay four and one-half percent (4.5%) of each bargaining unit member’s total annual compensation directly to the STRS. This amount is not included as compensation for retirement purposes.

C. In addition, for each bargaining unit member upon attainment of the twentieth (20th) step on either the teacher or SGI schedule and each year thereafter for those affected persons and until separation of employment from Wooster City Schools, the Board will also contribute to the STRS all

the pick-up on the amount picked-up pursuant to Paragraph B, above. This amount is to be included as compensation for retirement purposes.

317 Professional Development Program (2022)

A. The Board shall appropriate for each contract year, a sum of Seventy-Five Thousand Dollars ($75,000) to provide supplemental pay to teachers and One Thousand Four Hundred Dollars ($1,400) for supplemental pay for SGIs for earned college credit subject to the following conditions:

1. The college course must be taken in the teacher's/SGI's area of certification/licensure, or in directly related fields, or other areas if approved under Paragraph A(3), below.

2. Available monies shall be provided to pay for tuition to qualified teachers/ SGIs on a first-come/first-served basis.

3. The teachers/SGIs desiring such pay must meet with the building principal and receive the approval of the building principal and the Superintendent on the appropriate form provided and kept available in each building for this purpose prior to enrolling in the college course. Correspondence courses and television courses shall not be approved for purposes of reimbursement.

4. The teacher/SGI shall submit written proof in the form of an official transcript of completed credit at an accredited university, with a grade of "B" or better ("Pass," if on pass/fail) to the Superintendent at the conclusion of the quarter (semester) in which the previously approved course was taken.

5. The teacher/SGI shall be paid sixty percent (60%) of the tuition not to exceed nine (9) quarter hours [six (6) semester hours] annually per teacher/SGI, provided the preceding provisions of this Section have been met.

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

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

8. No teacher/SGI can receive pay under this Section two (2) school years in a row, if there are any others who have applied and have not been paid.

9. There shall be an annual accounting prepared by the Treasurer and provided to the Association President by September 30 of each year describing the previous year's expenditures in this area by name of person, date of application, number of hours, amount encumbered, and amount paid out.

B. A variety of germane PDUs shall be provided by the Board.

C. The Board will provide K-6 teachers with the opportunity for requested training in child abuse and neglect.

D. The Board shall reimburse all bargaining unit members for all non-administrative professional certificate/license/endorsement applications and renewal fees within thirty (30) days of submission of the proof of expenditure; however, should a bargaining unit member voluntarily terminate his/her employment with the District (via resignation or retirement) during the life of this Contract, any reimbursement paid under this Section will be automatically deducted from the teacher's last paycheck. This section shall not apply to any administrative licenses a bargaining unit member may hold.

E. If the Board provides mandatory professional development training for new staff, not in accordance with Section 705(F), outside the regularly scheduled work day/year, the curriculum rate shall be paid per Section 313.

318 Inservice Day (2025)

A. In-service days shall be approved as contact hours. The LDPC will maintain records of in-service day attendance following a process established by the committee. Administration will provide each staff member a certificate for WCSD in-service contact hours earned during that school year. All tracking of contact hours by LPDC is a courtesy for teachers. Each teacher is solely responsible for ensuring they complete all requirements to maintain their license(s).

B. If (a) bargaining unit member(s) develops an alternative course or program to the above program for a group of employees in the Wooster City Schools, an outline of which is submitted to the Superintendent and approved by April 1 of the preceding year, such course or program may be attended in lieu of Inservice Day and submitted for PDU approval to the LPDC (Section 736).

319 Covering Class Pay (2025)

A. Any teacher who covers the classes of an absent teacher shall be paid the curriculum rate for each class.

B. Teachers will be used as period substitutes for teachers only when regular substitutes are unavailable.

C. School Psychologists and Guidance Counselors will not be used to cover classes of an absent teacher except in emergency situations, which does not include the inability to get a substitute.

D. A teacher is “covering a class” when the staff member leaves their regularly scheduled location, or absorbs part of a class that has been split due to coverage needs. This section does not apply to a teacher supervising the class to which they are normally assigned.

320 Literacy Coaches program (2016)

The negotiated Literacy Coaches Program is attached as Appendix J.

321 Tuition Waiver (2000)

Up to five (5) nonresident children of bargaining unit members may attend Wooster City Schools with tuition waived on a first-come/first-served basis, except that children once admitted have first right of attendance through graduation and subject to the rules of the District’s open enrollment process. Building and class assignment is up to the Administration. Any transportation is the responsibility of the employee.

322 National Board Certification (2000)

For a teacher who receives National Board Certification, a stipend of One Thousand Dollars ($1,000) shall be made to such teacher in the year the certification is earned. If the teacher is still employed by the District, a second One Thousand Dollar ($1,000) stipend shall be paid after the completion of the five (5) years of holding National Board Certification.

323 403(b) Employer Sponsored Plan (2016)

A. Notwithstanding anything in this Agreement or Board Policy to the contrary, the Board shall adopt the VALIC Severance Pay Plan (“the 403(b) Employer Sponsored Plan") with terms that comply with the requirements of Section 2204, herein.

B. The terms of the 403(b) Employer Sponsored Plan shall include the following:

1. Participation in the 403(b) Employer Sponsored Plan shall be mandatory for any bargaining unit member who meets the following requirement:

   a. The bargaining unit member is entitled to cash payments under either Section 309 or Section 310, above.

2. If a retiring bargaining unit member is a Participant in the 403(b) Employer Sponsored Plan, a mandatory employer contribution shall be made on his/her behalf under the 403(b) Employer Sponsored Plan in an amount equal to the total amount that would be payable to the Participant in cash pursuant to Section 309 or 310, above, but not to exceed the maximum contribution amount allowable under the terms of the 403(b) Employer Sponsored Plan. The required contribution to the 403(b) Employer Sponsored Plan shall be made at the time of retirement within thirty (30) days of receipt of evidence of retirement from the STRS. If the amounts payable under Section 309 or Section 310, above, exceed the maximum contribution amount allowable under the 403(b) Employer Sponsored Plan, the excess amount shall be payable to the bargaining unit member in cash in accordance with such sections.

3. A bargaining unit member who is a Participant in the 403(b) Employer Sponsored Plan shall complete a 403(b) Employer Sponsored Plan Sponsor Enrollment package prior to retirement; and unless and until a bargaining unit member does so, no contribution of severance pay shall be made to the 403(b) Employer Sponsored Plan on behalf of the bargaining unit member.

4. If a bargaining unit member is entitled to have a contribution paid to the 403(b) Employer Sponsored Plan and dies prior to such contribution being paid to the 403(b) Employer Sponsored Plan, the contribution shall nevertheless be paid to the 403(b) Employer Sponsored Plan and shall be paid to a Beneficiary of the bargaining unit member in accordance with the terms of the 403(b) Employer Sponsored Plan.

5. The 403(b) Employer Sponsored Plan shall have a "Plan Year" that runs from July 2 to July 1.

6. Neither the Board nor the Association guarantee any tax results or investment results associated with the 403(b) Employer Sponsored Plan.

ARTICLE 400 - GRIEVANCE PROCEDURE

401 Definition of Grievance (2009)

Only complaints by a bargaining unit member, group of bargaining unit members, or the Association that there has been a violation, misinterpretation, or misapplication of the written provisions of the Master Contract may be processed as a grievance as hereinafter provided.

402 Purpose (2009)

The purpose of this procedure is to secure, at the lowest possible level without fear of reprisal, equitable solutions to grievances. The Informal Level and Formal Level One of this procedure may be waived if the person(s) at these two steps lack the authority to grant the disposition requested.

403 Timelines (2009)

A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by an additional five (5) school days upon the request of either party. Any additional extensions must be by mutual agreement of the parties. If the grievance is not processed within the time limits at any step of the grievance procedure, it shall be considered to have been resolved by previous disposition.

B. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following year, could result in irreparable harm to the aggrieved, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

404 Representation (2009)

A grievant may represent himself/herself at all stages of the procedure or, at his/her option, by representative(s) of the Association. However, the grievant shall be present at the formal hearing at each level.

405 Procedure (2025)

A. Level One – Informal

Prior to going to Level Two, the grievant and/or his/her representative must present the issue with specificity as to persons, sections and solutions, by completing a grievance form (Appendix A) and providing same to his/her immediate supervisor or principal. At the time the grievant and/or his/her

representative meets with the supervisor or principal at Level One, the grievant and/or his/her representative shall identify the individual(s) affected and shall identify the issue(s). Within five (5) days of the meeting with the supervisor or principal, the supervisor or principal shall give the grievant a written Level One Disposition to the grievance.

B. Level Two

If the grievance is not resolved at Level One, the grievant may request a meeting by filing a written grievance with the Superintendent within twenty-five (25) school days after the latest act or condition giving rise to the grievance. The grievance form (Appendix A) must identify the issue(s), the individual(s) affected and the specific section(s) of the Contract alleged to be misinterpreted, misapplied, or violated and the remedy requested. No additional section(s) may be cited later in the grievance procedure unless additional facts arise during the grievance process that changes the scope of the grievance and such change is discussed prior to the final Level Two Disposition or by mutual agreement. If an additional grievance is filed because additional facts arise after the Level Two Disposition, once the grievance has been processed, it will be joined at Level Three with the earlier grievance if both continue to exist. The Superintendent shall hold a meeting with the grievant within ten (10) days after receipt of the grievance and shall provide a written answer within five (5) days of the meeting.

C. Level Three

If the grievant is not satisfied with the resolution at Level Two, he/she may request that the Association file a request for arbitration. The Association must file such request within ten (10) days of the Level Two decision. The procedure and guidelines will be:

1. If the grievant is not satisfied with the resolution at Level Two, he/she may request that the Association file a request for arbitration. The Association must file such request within ten (10) days of the Level Two decision, unless the parties have mutually agreed to grievance mediation through FMCS or mutually agreed upon alternative, in which case the Association must file such request within ten (10) days following the grievance mediation meeting.

2. The Association shall petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.

3. Once the arbitrator has been selected, he/she shall proceed with the arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA. The arbitrator shall have the authority

to consider only a single grievance or several grievances involving a common question of interpretation or application. The parties may mutually agree to utilize the services of another arbitration service.

4. The arbitrator shall render his/her decision within thirty (30) days of the close of the hearing which shall be binding on all parties.

5. The arbitrator shall have no power to add to, subtract from or otherwise modify the terms and conditions of this agreement, nor shall the arbitrator be permitted to make a decision which is contrary to law. The arbitrator has the authority to determine any question of arbitrability.

6. The cost of the arbitrator, including the cost of any transcript provided the arbitrator, shall be borne by the losing party as determined by the arbitrator. To the extent that the arbitrator determines there is not a "losing" party, the arbitrator shall determine the percentage of the costs to be assessed against each party. All other costs, including the cost of the transcript ordered by any party, shall be borne by the party incurring said costs.

ARTICLE 500 - INSURANCE BENEFITS

501 Hospitalization/Major Medical (2022)

In order to be eligible for insurance, an employee must be contracted for at least thirty (30) hours per week.

Should the Board or Administration transfer a teacher or ISS or reduce the number of hours to less than six (6) hours, five (5) days per week, the teacher or ISS, if employed and participating in the insurance on December 31, 2012, would not lose payment of his/her insurances.

Teachers and ISS employed and participating in the insurance program as of December 31, 2012, working less than six (6) hours per day shall have the right to purchase, at the Board rate, any or all of the above insurances, provided that the premiums are paid to the Board Treasurer not later than the fifteenth (15th) of each month.

SGIs employed and participating in the insurance program as of December 31, 2012, scheduled an average of six (6) hours or more per day are entitled to have all the insurance provided herein. An “average” means the average daily hours scheduled in any one (1) calendar month. An SGI employed or participating in the insurance program after December 31, 2012 must be contracted for at least 30 hours per week.

Should the Board or Administration transfer a SGI or reduce the number of hours to less than that provided in Paragraph 4, above, the SGI if employed and

participating in the insurance on December 31, 2012, would not lose payment of his/her insurance.

SGIs employed and participating in the insurance program as of December 31, 2012, working less than that provided above, shall have the right to purchase, at the Board rate, any or all insurances by either payroll deduction or by direct payment to the Board Treasurer not later than the fifteen (15th) of each month. Where payment is made by payroll deduction, the Board Treasurer will provide a schedule of payroll deductions with the first paycheck of the year.

For SGIs electing hospitalization and major medical insurance, the Board shall pay Fifty Dollars ($50.00) each calendar month toward employee coverage or One Hundred Dollars ($100.00) each calendar month toward family coverage, as selected by the SGI.

If both spouses are employed in the District, the Board is only obligated to pay the premium for one (1) family plan or two (2) single plans (if there are no children) for medical only.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for COG adopted coverage information.

A. The Board will pay 87% of the premium and the employee will pay 13% for full-time employees.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications. The COG specifications for medical, prescriptions, dental, and vision are under separate cover.

C. Preferred Provider – Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.

D. Preferred Provider – Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County/Canton OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Section 125 – Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRC Section 125 tax shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. There is no separate administrative fee for this service.

The Board through the COG offers two Flexible Spending Accounts (FSAs), a Health Care Reimbursement Account and a Dependent Care FSA which are governed by IRC Section 125, and also allows pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for this service.

F. Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

G. Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

H. Same-Sex Marriage

If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

502 Life Insurance (2022)

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $50,000 for all full-time bargaining unit members. For those working three (3) up to six (6) hours, the Board shall provide Twenty-Five Thousand Dollars ($25,000) in term life insurance.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

503 Dental Insurance

The Board shall provide dental coverage and pay 87% of the premium.

504 Vision Insurance

The Board shall make available vision insurance to all employees who qualify for health insurance coverage. Any employee who elects vision coverage shall pay 100% of the premium.

ARTICLE 600 - LEAVES OF ABSENCE

601 Educational Leave (Two-Year Duration Extended Leave) (1974)

The Board may grant to any teacher, upon review of the written application, an extended leave of up to two (2) years' duration without pay for the purpose of gaining additional academic training. Such leave may also be granted for such programs as visiting exchange teaching.

602 Illness/Disability Leave (Long-Term Extended Leave) (2006)

A. Upon written request to the Board, a leave of absence may be granted for illness or other disability. Such leave shall be for a period of not more than five (5) years if on STRS disability retirement [two (2) years with doctor's certification, if not]. At the expiration of such leave, said bargaining unit member shall be reemployed and shall resume the contract status which was held at the time such leave commenced, if such employee is able to return from the leave.

B. Any employment by SGIs, either part-time or full-time, during such leave shall result in forfeiture of the leave and any reemployment rights.

603 Parental Leave (2022)

Following the birth or adoption of a child, the Board shall grant the following leave to employee-parents.

A. Paid Leave

The employee may use accrued paid time (including sick leave, personal leave and vacation leave) in the amounts set forth below.

1. Primary Caregiver:

   a. Individuals hired on or before July 31, 2022: Unlimited use of accrued time.

   b. Individuals hired after July 31, 2022: Up to twelve (12) weeks of accrued time.

2. Secondary Caregiver: Up to two (2) weeks of accrued time.

3. If both parents are Board employees, they may collectively use up to twelve (12) weeks of accrued paid leave, divided between the parents as they choose.

4. All paid parental leave shall run concurrently with leave under the Family and Medical Leave Act (“FMLA”).

B. Unpaid Leave

1. Employees shall have the right to parental leave consistent with the FMLA.

2. In addition to employees’ rights under FMLA, the Board shall grant to any bargaining unit member, upon receipt of his/her written application, a Parental Leave for the care of a child born to or placed

with the member for adoption. Such leave shall be for up to one (1) school year without pay and shall commence when the child is born or prior to birth/assignment of custody as needed in order to fulfill requirements for adoption. Leave under this Section shall subject to the following terms and conditions:

a. Such bargaining unit member shall give written notice to the Superintendent of the intent and necessity to use this leave.

   i. Such request shall be submitted at least ninety (90) calendar days in days in advance of the proposed commencement of the leave. If the request is not filed ninety (90) days prior to the leave, then the Board has no obligation to grant the leave.

   ii. The request must include the expected date of return, which may only be at the beginning of the school year or semester.

b. Should the bargaining unit member in question be pregnant, after consulting with her doctor, she shall submit to the Board a proposed work termination date that is in the best interest of the bargaining unit member and the students.

c. Such bargaining unit member shall express in writing by April 1 to the Superintendent, his/her desire to return and the date of return. For those bargaining unit members returning at the semester, the date of his/her letter shall be by November 1.

d. The bargaining unit member may apply in writing for an earlier return or an extension of said leave.

604 Meritorious (Short-Term Duration) (1974)

For teachers submitting in writing to the Superintendent a request of educational merit which has a direct relationship to the teacher's effectiveness in the classroom, the Superintendent shall grant up to two (2) weeks leave with pay, subject to the Superintendent's approval of the application.

605 Meritorious (Two-Year Duration Extended Leave) (1989)

A. The Board may grant to any teacher, upon review of their written application, an extended leave of up to two (2) years' duration without pay for a request of exceptional merit which has a direct relationship to such teacher's effectiveness in a classroom. Such leave may include such programs as Vista, Peace Corps, government service or travel.

B. A teacher may request, for purposes identified above, a leave of up to two (2) semesters with partial pay. If the request is approved, the teacher shall be given partial pay equal to the difference between his/her regular teaching salary and the base salary in effect during the leave. In addition to approval by the Board, the following provisions shall apply to a request for leave with partial pay.

1. The teacher shall present a plan for professional growth with leave request and shall present evidence that the plan was followed upon return from leave.

2. The teacher shall sign a contract agreeing to return to the District at the end of the leave for a period of at least one (1) year. The contract shall state that failure to return for at least one (1) year shall require the teacher to reimburse the District the full amount of the partial pay.

3. No leave will be granted to any teacher who has less than five (5) years' service in the Wooster City Schools.

4. The teachers must make a final decision on whether or not to take such leave within sixty (60) days of approval or the approval will be considered rescinded.

606 Military Leave (1990)

A. Any bargaining unit member eligible for a military leave of absence pursuant to ORC 3319.14 shall be granted such leave and, upon return, such bargaining unit members shall be reemployed by the Board on the terms and conditions as set forth in said statute.

B. Any bargaining unit member eligible for a military leave of absence pursuant to ORC 5923.05, shall be granted such leave, and without loss of pay, for periods not to exceed thirty-one (3l) days in any one (1) calendar year.

607 Personal Leave (2025)

A. Each bargaining unit member will be granted upon request three (3) days of unrestricted personal leave per school year with pay. Such leave shall be granted subject to the following restrictions:

1. Notice of intent to use the unrestricted personal leave shall be filed at least forty-eight (48) hours prior to the intended date of use, except in emergency situations. In the cases of emergencies, the form shall be completed upon return.

2. Except for those on emergencies, there shall be no more than seven (7) teachers, who require substitutes, on leave in any one (1) day.

3. Except for emergencies, personal leave may not be used by teachers on parent/teacher conference days, unless the teacher agrees to return for evening conferences.

4. Except for emergency use, personal leave may be denied if no substitute is available.

5. Personal leave shall not be used for extending a vacation or holiday or for use on a District-wide in-service day except to chaperone PreK-12 students on a public school sponsored trip or for a documented need for leave approved by the Superintendent.

6. During the month of May, no more than five (5) bargaining unit members may use personal leave on a particular day.

B. A bargaining unit member will have all of their unused personal leave converted, at the end of a contract year, to an equivalent amount of Sick Leave. In lieu of a rollover, the bargaining unit member may elect to be paid out their unused personal days at their per diem rate at the end of the contract year. If a bargaining unit member does not use any personal days in a contact year and elects a payout, the Board shall pay the equivalent of four (4) days instead of three (3). If the bargaining unit member elects a rollover and does not use any personal days in a given year, the Board will roll over four (4) days instead of three (3). Payments under this section shall be made in the second pay in July.

608 Sick Leave (2025)

A. A bargaining unit member shall receive sick leave with pay described within ORC 3319.141.

B. Each bargaining unit member shall receive fifteen (15) days of sick leave per year which shall be credited at the rate of one and one-fourth (1¼) days per month.

C. Accumulated but unused sick leave is cumulative from year-to-year up to a maximum of two hundred seventy-five (275) days.

D. If school is closed due to an emergency or a holiday, no bargaining unit member shall be charged with a sick leave day for such day the school is closed. No bargaining unit member shall be charged with a sick leave day for attendance at a meeting, workshop or conference for which such bargaining unit member is not being compensated by the Board.

E. Sick Leave shall be granted for absence due to personal illness, pregnancy, adoption, injury, medical appointments, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the bargaining unit member's immediate family.

F. Sick leave may be used for illness or death in the immediate family of the bargaining unit member. When using sick days for illness, the term "immediate family" shall be defined as including spouse, domestic partner, parents, parents-in-law, children, stepparents, stepchildren, foster children, or other relative living in the bargaining unit member's home and siblings with major illness. When using sick leave for death, the term "immediate family" shall be defined as including spouse, domestic partner parents, parents-in-law, children, children-in-law, foster children, siblings, siblings-in-law, stepparents, stepchildren, grandparents, grandchildren, nieces, nephews, aunts, uncles, or other relative or close friend living within the bargaining unit member's home.

G. Each bargaining unit member shall receive a monthly statement from the Board Treasurer showing the total number of accumulated and unused sick leave to the credit of said bargaining unit member.

H. The Board shall allow, upon the request of a bargaining unit member, an advance of up to five (5) sick days to be deducted from the bargaining unit member's future accumulation providing that the teacher will earn enough sick days within the existing school year to repay the advanced number of days. The Board may, at its discretion, advance additional sick days upon a bargaining unit member's request.

I. Disability Retirement Prerequisite Application

1. A bargaining unit member who develops a disabling condition or long term illness (any condition or illness which is anticipated to exceed six months) shall, within twenty (20) days following receipt of the notice from the physician of the possibility that such condition or illness might exist, apply for disability retirement benefits to the STRS.

2. A bargaining unit member shall be entitled to receive sick pay for the time period until disability retirement is approved by the STRS.

3. If the STRS approves said application for disability retirement, sick leave usage shall cease the end of the month immediately preceding the date that disability retirement benefits commence and the Board will report to the STRS that the last day for which compensation was paid to the disabled bargaining unit member was the date that disability retirement benefits commence.

4. Denial of STRS disability shall not prejudice the use of accrued but unused sick leave.

J. Sick Leave Transfer

In extraordinary circumstances, the Association may initiate a one-time transfer of sick leave from bargaining unit members to a named specific bargaining unit member who has exhausted or shortly will exhaust his/her accrued sick leave, subject to Board approval. This transfer of sick leave shall be accomplished on a form specifically approved and distributed for this purpose. The sick leave transfer is irrevocable and shall cause the contributing bargaining unit member to have his/her sick leave reduced within thirty days by the amount contributed to the receiving bargaining unit member. Upon the disability, resignation, retirement, or leave from the District of the receiving bargaining unit member, any days remaining, less that which would have otherwise been earned, shall be deducted from the recipient .

K. Deductions shall be on a one-quarter (¼) day basis.

L. Restrictions on Use of Sick Leave

1. After a bargaining unit member has used sick leave for five (5) consecutive workdays, the bargaining unit member must submit a doctor 's note excusing the absences.

2. After a bargaining unit member has used a total of ten (10) sick days in a contract year that do not otherwise have medical documentation, the bargaining unit member must submit a doctor's note excusing any further sick leave absence during that contract year.

609 Short Term Leave to Care for Certain Ailing Family Members (2009)

Bargaining unit members may take a short term leave without pay not to exceed a total of five days in any one contract year to care for an ill family member who is a child-in-law, grandchild or sibling-in-law. The Superintendent, in his/her discretion, may grant additional unpaid days for such purpose upon application from a bargaining unit member.

610 Compulsory Leave (2022)

A. Paid release time shall be granted for required appearances in court or other tribunal where the bargaining unit member is a defendant or subpoenaed witness in connection with a matter related to School District business or while on jury duty. If the bargaining unit member is dismissed from jury duty or as a witness by 11:00 AM (inside Wayne County) or l0:00 AM (outside Wayne County), the bargaining unit member shall return to his/her regular assignment.

B. A bargaining unit member shall be granted release time for required court appearances unrelated to School District business, or cases in which the

bargaining unit member is a plaintiff against the School District. Bargaining unit members may use personal leave for such appearances and, if no personal leave is available, shall be granted unpaid release time to attend.

611 Assault Leave (1990)

A. A bargaining unit member who is absent due to physical disability resulting from an unprovoked physical attack which occurs in the course of said member's employment shall be granted up to thirty (30) working days assault leave.

B. Assault leave may not be granted under this policy unless the bargaining unit member in question:

1. has a signed, written statement justifying the granting and use of assault leave;

2. provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.

C. Provisions of this leave shall be in compliance with ORC 3319.143.

612 Election Leave (1984)

A. Any teacher who wishes to run for a full-time position in a public office or Ohio or National Education Association office, that would require release time for a minimum of one (1) year, may be granted such leave for a period of time equal to one (1) term duration. Requests shall be made in writing to the Superintendent in the year for which the leave is to commence or at least thirty (30) days prior to the beginning of the term, whichever is earlier, and the leave shall commence the beginning of the term.

B. The Board shall have no obligation for any benefits of salary, whatsoever, except for reinstatement with the same contract status held immediately preceding the commencement of the leave. Return from such leave will only commence at the beginning of an academic school year.

613 Professional Meetings/Days and School Visitations (2025)

A. During the school year, a District-wide professional in-service day and other in-service meetings are cooperatively planned by bargaining unit members and the Administration. On other occasions, early release in-service meetings will be planned. In addition, as small groups of bargaining unit members of a specific grade level or within a specific subject area have need for consultant assistance, these meetings will be planned.

1. A District-wide Professional Development (PD) Committee will be established. This Committee will be made up of Elementary and Secondary bargaining unit members, and Elementary, Secondary and District administrators. This Committee will be chaired jointly by a bargaining unit member and an administrator. PD Committee co-chairs shall have oversight of the district professional development program. The co-chairs will be mutually selected by the Superintendent and the WEA President.

2. <u>This Committee will:</u>

   a. Plan the District in-service yearly program

   b. Survey District staff for in-service needs

   c. Coordinate with LPDC

B. A great variety of educational conference and school visitations take place at a local, state, and national. Bargaining unit members are encouraged to participate in these meetings and funds will be budgeted for this purpose. The Board shall reimburse bargaining unit members attending approved meetings and visitations for such expenses as lodging, transportation and meals, subject to the limitations set forth in Section C(6) below.

C. Bargaining unit members will apply for professional development opportunities electronically using the WCSD Professional Development Application Form, which shall be developed jointly by the PD Committee co-chairs. Proper completion of the form is a prerequisite for approval of professional leave.

D. In order that the greatest number of bargaining unit members receive these benefits, the following criteria are utilized:

1. The location of the conference (an attempt is made to attend meetings where transportation costs are reasonable); registration cost (extremely high registration cost may prevent approval).

2. Large numbers of bargaining unit members should avoid going to the same conference under normal circumstances (unless it is predetermined that a specific meeting or visitation has special application or value to Wooster).

3. The potential for improving the Wooster City Schools and/or the ability and performance of the bargaining unit member.

4. The opportunity to attend conferences should be available to all interested bargaining unit members.

5. For approved leaves, registrations for fees in excess of Fifty Dollars ($50.00) may be submitted directly to the Board Treasurer with a payables voucher. Arrangements to have the hotel directly invoice the District may be made and the employee shall be responsible for any balance in excess of applied limits. Meals in excess of guideline limits, if part of approved conference and printed as part of conference program, will be paid at the level printed. The Board Treasurer will directly pay the registration to the conference if the fee exceeds Fifty Dollars ($50.00). If conference is not attended by the bargaining unit member after registration fees have been paid, the teacher shall be responsible for reimbursing the Board for registration fees, as well as any costs incurred by the Board for the member's lodging, travel and/or meals.

   A teacher who misses a conference for a purpose set forth in Section 608 shall not be responsible for reimbursement so long as the teacher provides documentation to support the use of sick leave. If the District has a Calamity Day of a Level 2, or the location of the conference has declared a Level 2 emergency, the member shall not reimburse the District for missing the conference due to hazardous conditions. However, if the member has chosen to travel to the location the day before, they must attend the conference or reimburse the District for the costs. If the conference is virtual, the member is expected to attend regardless of weather or reimburse the District for the costs. The Board may waive reimbursement at the Board's discretion for other emergency situations. The bargaining unit member shall notify the District as soon as possible if the member will not be attending the conference.

   In order to receive reimbursement for conference attendance, teachers must provide proof of attendance (i.e. certificate of attendance, conference agenda book, name tag from conference, personal notes from sessions, etc.).

6. While priority may be given to specific subject areas, approval shall not be restricted to selected subject areas.

7. No more than seventy-five percent (75%) of the annually appropriated funds shall be allotted to conferences applied for during the first semester.

8. Attendance at administratively directed workshops/conferences will not be cause for denial of bargaining unit member initiated and requested workshops/conferences.

9. Whenever a request is denied under this section, the administrator will provide a reason for rejection. Additionally, the bargaining unit

member may request a meeting with the denying administrator to discuss the denial.

614 Family and Medical Leave Act (FMLA) (2022)

The Family and Medical Leave Act (FMLA) and its associated regulations (including Military Family Leave provisions) will apply to all bargaining unit members who meet its eligibility requirements. For purposes of this Section, "12-month period" is defined as the "12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

615 Unpaid Leave/Non-Interruption of Benefits (2012)

Bargaining unit members may, under conditions specified herein under state law and through Board Policy, be granted leaves of absence without pay. It is understood that no employee shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

616 Disposition By the Superintendent and Board (1990)

A. A bargaining unit member who applies in writing for an unpaid leave shall be notified of the disposition of application, in writing, by the Board within sixty (60) days of said application.

B. A bargaining unit member who applies in writing to extend an unpaid leave shall be notified of the disposition of the application, in writing, by the Board within thirty (30) days of said application.

C. For good cause shown, the Board may extend a leave.

617 Reinstatement Rights (2006)

A. A teacher who returns from a leave of absence during the same school year during which such leave began, will be assigned to the position held before going on leave. A teacher who returns from an unpaid leave of absence in a subsequent school year will be assigned to the position held before going on leave, if it still exists, otherwise to a position for which the teacher is certified/ licensed. Position is defined as follows: A position in the building and, if in elementary also grade level, and if in secondary also subject area certification/ licensure taught in at the time the teacher went on the leave of

absence. This paragraph is not intended to give any bargaining unit member additional rights to a position if there is a reduction in force under Section 716, herein.

B. Upon return from leave, ISS, or an SGI will be assigned to the position held before going on leave.

C. Bargaining unit members returning from long-term/extended leave shall notify the Superintendent of their intent to return for the next year by April 1. If the bargaining unit member fails to inform the Superintendent by April 1, such failure shall be considered an automatic resignation.

618 Discretionary Leave (2022)

The Superintendent may grant additional leave not specified in Article 600 and/or may extend the provisions of any of the leaves contained in Article 600 at his/her discretion for extraordinary opportunities, events and circumstances.

619 Attendance Incentive (2025)

Staff members who use no sick leave and no personal leave in a given month from September through May shall receive the following incentives:

- $75/month of non-use for September through April
- $150 for non-use in the month of May

Payments under this section shall be made in the second pay in July.

ARTICLE 700 - RIGHTS AND STANDARDS

701 Management Rights (2012)

It is the purpose of this Section to recognize the rights of the Wooster City Board of Education acknowledging that the powers, responsibilities and authority of the Board in regard to the operation of its work, and the direction of its work force which the Board has not specifically abridged, deleted, granted or modified by the express written provisions of this Agreement are and shall remain exclusively those of the Board.

Unless the Board agrees otherwise in this Collective Bargaining Agreement, the Board 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 the Constitutions of the State of Ohio and of the United States including, but without limiting the generality of the foregoing, all the rights identified in ORC 4117.08. These include:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as its functions and programs, standards of services, its overall budget, utilization of technology, and organizational structure:

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause;

F. Layoff, transfer, assign, schedule, promote, or retain employees;

G. Determine the adequacy of the work force;

H. Determine the overall mission of the School District;

I. Effectively manage the work force; and

J. Take actions to carry out the mission of the School District as a governmental unit.

702 Association Rights (2025)

As the exclusive representative, the Association shall have:

A. Use of a portion of an existing bulletin board in each building in an appropriate place as identified by the building principal.

B. Payroll Deductions for Dues and Fair Share Fees

1. The Board agrees to deduct from the wages of any employee-member of the Association, the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member. Such payroll deduction of dues shall be made equally from eighteen (18) consecutive pays starting with the first pay in October. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the individual member. The Association shall present to the District treasurer by September 20th the roster of membership and the amount of the dues deduction. If the Association fails to meet the September 20 deadline, dues will be

divided evenly over the remaining pays beginning with the first pay that occurs two (2) weeks after the Association provides the documentation.

2. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees or dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "Board" includes the Board of Education of the Wooster City School District, its members, the Treasurer, Superintendent and all members of his/her administrative staff.

3. All monies deducted for such purposes shall be transmitted to the Union not more than five (5) days following the collection via electronic transfer to an account designated by the Association. Accompanying deposit notification will be a complete listing of the names of the members for whom a payroll deduction was made.

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

5. A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.

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

C. Use of inter-District delivery service and use of staff mailboxes for communication with Association members.

D. Use of school buildings for Association meetings as allowed for in Board policy as approved by the Superintendent.

E. Opportunity to work cooperatively or have input with the Board prior to an anticipated increase in millage rates.

F. Elected delegates and alternates to the OEA Representative Assembly will be provided release time to attend such meetings which will not be charged to Professional Leave. The only cost to the Board will be necessary substitutes as has been the practice in the past.

G. Committee Assignments

1. "District Committee" shall be defined as any committee who has membership members of the bargaining unit.

2. The Board shall notify the Association of any new or potential committee and its membership.

3. The Association shall be responsible for appointing any Association members to District-wide committees with input from the administration.

4. No District Committee shall be asked or allowed to undermine the status of the Association as exclusive representative of the bargaining unit.

5. Middle School will have a building scheduling committee to better analyze the needs of the students and staff at the building. The membership of the scheduling committee is 1 ELA teacher, 1 math teacher, 1 science teacher, 1 social studies teacher, 3 elective teachers, 1 intervention specialist, 1 school counselor, 1 food service representative, and two (2) administrators. The Association shall appoint the bargaining unit representatives to this committee.

6. For District-wide OIP committees, members shall be mutually agreed upon by the Superintendent and Association President. However, the OIP committees will establish a rotation of committee membership in which members of the committee can serve no longer than three consecutive years in a row. Members of the district-wide OIP committee must be members of their building OIP committee.

7. Association leadership will be given release time necessary to complete the requirements of their leadership posts. This release time will be mutually agreed to by the Association President and Administration

H. The District shall make available to the Association a room/office for the Association's use. The location of the room will be mutually agreed upon between the Association President and the Superintendent.

703 Bargaining Unit Member Rights and Responsibilities (2019)

A. Academic Freedom

The teacher shall have the right to perform his/her professional responsibilities in the classroom in ways he/she believes will best encourage an understanding of the educational subject matter so long as such right is exercised within the parameters of current Board policy and administrative supervision.

B. Educational Plans

The educational community recognizes that planning of lessons is appropriate, necessary and germane to continuity of good teaching. Emphasis shall be on daily planning, presentation, and evaluation of lessons.

C. Notification of Messages

Bargaining unit members will be promptly and personally notified of any family emergency or medical messages received by the office.

D. General Protections

The Board of Education and the Association shall prohibit the application of any provision of this collective bargaining agreement, and the bullying, harassment of any kind, or any other act of discrimination, based upon the following classes. The Board shall further prohibit adverse employment actions and discriminatory creation and/or application of any Board policy based on the following classes:

- Age
- Race
- National Origin
- Disability
- Religion
- Sex Gender Identity
- Gender Expression
- Sexual Orientation
- Marital Status
- Military Status
- Union Membership

704 Dismissal Procedure (2006)

A. No bargaining unit member shall be nonrenewed in an arbitrary and capricious manner.

B. When it is the intention of the Superintendent not to recommend the reemployment of a bargaining unit member, the reasons shall be communicated, in writing, by the Superintendent to the bargaining unit member no later than March 30. If the bargaining unit member is dissatisfied with the recommendation not to reemploy, he/she may appeal this decision to the Superintendent within five (5) school days, who shall meet with and hear the bargaining unit member's views. The Superintendent shall write his/her decision to the bargaining unit member within five (5) school days.

C. If the bargaining unit member is still dissatisfied, he/she may appeal within five (5) school days, in writing, to the Board, stating his/her reasons why the bargaining unit member believes the contract should be renewed. The Board and the Superintendent and/or legal counsel, in executive session, will review with the bargaining unit member and the bargaining unit member's Association representative and/or the Association's legal counsel the written appeal and, after careful consideration, give their written decision to the bargaining unit member.

705 School Year and Day (2025)

A. The work year (upon which the salary schedule is based) will consist of a maximum of:

1. one hundred eighty-four (184) days for teachers;

2. one spring release day will be provided to encompass time for state and federal required training and open house.

3. one hundred eighty-five (185) days for teachers new to Wooster of which one hundred seventy-eight (178) are with students in attendance, unless standards for the state of Ohio change.

The teacher work year shall encompass two (2) teacher workdays after the final student day of the school year. The District shall pay teachers their per diem rate for this additional workday. Teachers may choose to work remotely on this added workday.

The final teacher workday referenced in this Section compensates teachers for time spent attending one (1) open house event each school year and completing state-mandated training requirements. If a teacher is unable to attend the open house event, they may use one-half (½) day of either sick leave or personal leave, whichever aligns with the reason for the absence. If, by the end of the final teacher workday, a teacher has not completed all state-mandated training requirements, the District shall dock one-half (½) day's pay from the teacher's next paycheck.

B. The full-time teacher workday shall be no longer than seven and one-half (7½) hours exclusive of professional responsibilities which shall not be

unreasonable in number or duration. Effective the 2022-2023 school year, the middle school and high school student day shall be no longer than six (6) hours and twenty-eight (28) minutes. These student day delineations represent a fifteen (15) minute reduction in the student day. This fifteen (15) minute time period shall be unassigned time for bargaining unit members. The elementary student day will end no later than 3:30 p.m. The elementary teacher day shall end no later than 3:50 p.m.

C. Each teacher and ISS shall be granted at least thirty (30) minutes duty free lunch each school day during which time he/she shall not be required to perform any school activity, and said teachers may leave school property at lunch.

D. There will be five (5) District calamity days. When schools are closed due to calamity, teachers will not be required to report to work unless the calamity affects less than the total District. Staff will make up any calamity closures beyond five (5) days.

E. The Board may establish up to five (5) additional days for professional development or training beyond such bargaining unit members' regular contract year that are established with the annual calendar and are during or contiguous to the beginning or the end of the contract year. Unless the parties mutually agree otherwise, the scheduling and content shall be in collaboration with the LPDC based upon alignment with District goals or State or Federal mandates. Small Group Instructors shall receive their normal hourly rate for attendance on such days while the other bargaining unit members shall receive their per diem rate of pay. Such days may be scheduled as full days during the school year and either full or half days before or after the school year. It may involve all or a portion of the staff.

F. Planning and Work Time.

1. Elementary teachers shall have at least three hundred twenty-five (325) minutes per week of teacher work time prior to and after the student day. Grade level teacher-based teams shall be permitted to meet via a video meeting platform. Nothing in this Section shall affect the teacher workday set forth in Section 705(B).

2. Each elementary full-time equivalent classroom teacher shall have at least two hundred (200) minutes per week for instructional planning and conferences within the student's day. The instructional planning time shall be divided over five (5) weekly workdays.

3. If more than one (1) circuit teacher does not have a daily planning period in a school year, then the scheduling issue would be analyzed by the building Association representatives and the building administrator to develop a potential solution. If the circuit teacher's

daily instructional planning time issue is not resolved at the building level, it will move to the district Labor Management Committee.

4. Elementary Intervention Specialists will create their own weekly work schedule that will contain two hundred (200) minutes of instructional planning time.

5. Elementary teachers will have the autonomy to determine their daily schedules with the exception of those times dictated by circuits, lunch and schedules of necessary educational specialists.

6. No teacher will be given both a morning and an afternoon duty. Elementary classroom teachers (excluding circuit teachers and intervention specialists) will be given a morning planning period and afternoon duty.

7. In addition to the normal before and after student day time, each full-time High School and Middle School teacher shall have at least one (1) planning period per day. Part-time teachers who teach one-half (½) or less of the full day shall receive one-half (½) of the planning time of a full-time teacher, while remaining part-time teachers shall receive the same planning time as a full-time teacher.

8. High school study halls will take place in the teacher's classroom and be of a reasonable number of students. Middle school and elementary school teachers will not be required to complete a duty during the period in which their lunch is contained.

9. Bargaining unit members at the Middle School and High School who are assigned duties will be limited to no more than one (1) before school or one (1) after school duty to be served for one (1) calendar month during the school year. The remainder of the school year will be duty free. If a scheduling conflict occurs and administration is not able to meet the aforementioned conditions during any one month, administration will discuss the matter with building Association representatives. The building Association representatives and Administration will assure that there will be an equitable distribution of the duty if this were to occur.

10. The Wooster City School District will not require midterms.

11. If a staff member is not provided a daily designated planning period as a part of their normal workday schedule, s/he will be given a five hundred dollar ($500) yearly stipend.

12. The Administration will facilitate common planning time for teams approved by the Administration. Additionally, the administration will make an effort to facilitate some collaboration time between special

education teachers and regular education teachers who work together in the classrooms.

13. Teachers who serve as coaches for after school activities and sports that require immediate after-school set up and/or student monitoring shall have the ability to have their planning periods placed during the last period of the day. If a planning period at the end of the day for teachers who serve as coach(es) is not feasible, a meeting with the teacher and Association representation would take place with the building administrator to explain the rationale.

14. For teachers, payment in the amount of the individual teacher's hourly rate or fraction thereof will be made to each teacher for each IEP, RTI, ETR, ATI, 504 or District meeting held during their planning period OTES meetings during planning time shall not trigger any payment. The building administrator/designee will be responsible for submitting time cards received from teachers whose planning time is impacted by this section.

15. The TBT yearly meeting scheduling will be established and shared with bargaining unit members prior to September 30th. TBTs will meet no more than two (2) times monthly. All TBT time will be instructional focused. Individual TBTs will design and/or revise their standard operating procedures and their reporting and planning forms that best work for the TBT. The administration will meet with each TBT prior to Sept. 30 to discuss the team's standard operating procedures and choice of TBT reporting and planning forms. If administration does not approve, they will explain why and use the IBB process to collaboratively develop acceptable TBT procedures and forms.

G. Administration-directed testing and/or educational data-related meetings shall count as a teacher-based team meeting (TBT). Data days shall not count as TBT time and administration will make reasonable efforts to schedule data days outside of teachers' planning periods. The writing of RIMPs and MIMPs are acceptable uses of TBT meetings. Such meetings shall not take place during the week of elementary parent/teacher conferences or the five (5) school days preceding the date elementary report cards are due.

H. Teacher Workload and Assignment

1. Elementary and middle school teachers will have input on the placement of students in classes for the subsequent school year.

2. The district will utilize flexible kindergarten groupings to determine kindergarten class rosters. All kindergarten teachers will screen all

students over three (3) student days at the beginning of the school year. Based on data collected in the screening process, the kindergarten teachers and administration will collaborate on the assignment of students to specific teachers' rosters. If additional time is necessary in the screening process for establishing rosters, the kindergarten teachers will collaborate with the building principal.

3. Middle School Core teachers will be assigned no more than three (3) course preparations in their daily schedule.

4. High School teachers will be assigned no more than five (5) instructional periods and no more than three (3) course preparations in their teaching schedule.

    a. Instructional Periods. If a teacher is assigned more than five (5) instructional periods, s/he shall receive a one thousand five hundred dollar ($1500) stipend per semester per instructional period over the specified limits contained in this section. Preference for teaching an additional section shall be granted based on seniority. If three (3) or more teachers in one department take on an additional section in any given semester, the Association and administration will meet to discuss whether the District needs to hire an additional teacher.

    b. Prep Loads. Teachers assigned more than three (3) course preparations in their teaching schedule shall receive a five hundred dollar ($500) stipend per semester per additional prep.

5. Before placing a new student in a class, administration will review existing class size and make-up (behaviors, spec ed, additional needs) before placing the new student in a teacher's class.

6. The district will create and use a new student entrance interview form for newly enrolled students. The form will include but is not limited to the following information: current/most recent courses enrolled, identified exceptional students needs (IEP/BIP/504/WEP), past Title/Tutor supports, special social and emotional needs, additional parent concerns, etc. Once the process for enrollment begins for a student new to the district, there will be at least three (3) school days before the student would start attending classes unless there is sufficient documentation to confidently place the student earlier.

7. High School scheduling will be done in accordance with Appendix O

8. The building Association representative will review master schedules for the buildings prior to becoming finalized.

I. College Credit Plus Courses (CCP)

Each teacher assigned to teach a CCP course will receive a five hundred dollar ($500) stipend per course per semester.

J. Each building may have up to two (2) staff meetings per month which shall not exceed forty-five (45) minutes in length. Such meetings shall not take place during the week of elementary parent/teacher conferences or the five (5) school days preceding the date elementary report cards are due. Staff meetings will be limited to one (1) per month during the month of parent/teacher conferences.

706 Substitute Teacher Assignment (2006)

A. A teacher, when requesting a substitute, may make a request for a substitute by name.

B. All teachers, if going to be absent, shall follow the procedure established and communicated at the beginning of each school year, except bargaining unit members are not required to obtain their own substitutes.

707 Student Discipline (2025)

A. When a teacher is no longer able to manage a discipline problem in the classroom, the problem may be referred to a member of the building's administrative or intervention team and the teacher may remove the student from the curricular or extracurricular activity the teacher is supervising if the student's presence poses a continuing danger to persons or property or a threat of disrupting the academic process. As soon as practicable after making such removal, the teacher shall submit in writing to the principal reasons for such removal. The Administration will communicate student disciplinary decisions to the referring teacher in a timely manner. The student shall only be reintegrated into the classroom following the completion of the guidelines established in Section 707.

B. If a pupil is removed under Section 707(A) from a curricular activity or from the school premises, written notice of a hearing and of the reason for the removal shall be given to the pupil as soon as practicable prior to the hearing, which shall be half on the next school day after the initial removal is ordered. The hearing shall be half in accordance with ORC 3313.66(A) unless it is probable that the pupil may be subject to expulsion, in which case a hearing in accordance with ORC 3313.66(B) shall be held, except that the hearing hall be held on the next school day after the date of the initial removal. The individual who ordered, caused, or requested the removal to be made shall be present at the hearing.

C. If the superintendent or the principal reinstates a pupil in a curricular activity under the teacher's supervision prior to the hearing following a removal

under this division, the teacher shall be given in writing the reasons for such reinstatement.

D. The principal, working cooperatively with certified staff and the building and/or district PBIS Committee, will develop guidelines for bargaining unit members regarding sending pupils to the office, appropriate de-escalation and work area reintegration for the student, and the disposition of related problems. These guidelines will be reviewed with the building staff at Convocation Day or the first workday for staff as identified in the School Calendar.

E. Only the Administration may suspend or expel a pupil from school and the legal steps are established in the Ohio Revised Code.

F. Grades are not to be used as a form of punishment.

G. Alternative placements, suspensions or expulsions shall be provided.

H. In the absence of the principal or any other administrator in the building, the Head Teacher shall be responsible for making decisions concerning student discipline within the guidelines of the Ohio Revised Code.

I. A Behavior Therapist will provide ongoing professional development on strategies/techniques that are most effective with the most prevalent behavior issues in the district (based on data from PBIS).

J. In the event state law changes in regard to student discipline procedures, this section shall change to the extent required to comply with state law.

K. When a bargaining unit member refers a student for discipline, the administration will follow up with that member within one (1) school day after the referral. Additionally, bargaining unit members will be notified of the ultimate disciplinary outcome within one (1) school day after the completion of the disciplinary process.

708 Personnel Files (1990)

A. The official personnel file shall be maintained in the Superintendent's Office.

B. Any bargaining unit member shall have the opportunity to read and receive a copy of any material which may be considered critical of his/her conduct, work, character or personality before it is placed in his/her personnel file. The bargaining unit member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/Her signature shall not indicate agreement with the content of the material, but only indicates that the material has been inspected by the bargaining unit member. He/She shall also have the right and opportunity to reply to such critical material in a written statement to be attached to the file copy.

C. Any bargaining unit member shall be given, upon request, a copy of any material placed in his/her personnel file by the Board or Administration.

D. Any bargaining unit member, and/or his/her authorized representative with written approval of the teacher, shall be permitted to review his/her personnel file within two (2) school days' notice to the Superintendent's Office.

E. It is understood that excluded from Paragraphs C and D, above, shall be any preemployment confidential references or documents.

F. All documents included in a bargaining unit member's personnel file shall be dated, commencing August 1, 1989.

G. There shall be no document in the personnel file that is not accurate, relevant, complete, timely, or identifiable as to source.

709 Procedures For Handling Parental Complaints (2022)

A. If the Board or Administration receives a complaint from a parent dealt with as described in Paragraph C, below, they shall inform the bargaining unit member in a timely fashion. The bargaining unit member, if requested by the principal, will make personal contact with the complaining person within two (2) workdays. It is the responsibility of the bargaining unit member to inform his/her immediate supervisor of the complaint status. At the request of the complainant or bargaining unit member or an administrator, a meeting of the bargaining unit member, administrator and complainant will be arranged at a mutually agreeable time to discuss the complaint.

B. If a complaint is not resolved at the building level, Administration will notify the Association. Additionally, the bargaining unit member and an Association representative will have the opportunity to meet with central office administration prior to any investigation of the complaint or action being taken. If or when central office administration makes a decision regarding the complaint, the decision is final unless (1) new allegations arise from the investigation or (2) additional investigation/action is required by law. The administration's decision is still subject to the grievance procedure.

C. Anonymous complaints shall not be placed in a personnel file or used as basis for evaluation.

D. No parental complaints will be placed in a personnel file unless an investigation into a complaint leads to a letter of explanation, evaluation, or disciplinary action.

710 Assignment Outside Certificate/License Area (2012)

A. No teacher shall be assigned teaching duties outside the teacher's certificated/ licensed area(s). Each teacher shall maintain certificates/licenses necessary

B. Failure to maintain such certifications/licensures will be cause for termination.

C. This Section shall not restrict the Administration from using a regular teacher to cover the classes of absent teachers for one (1) period or less or in the case of emergency.

D. Teachers shall be responsible for filing with the Superintendent or his/her designee all certificates/license issued to the teacher by the Ohio Department of Education within fifteen (15) days of receipt of such certificates/licenses.

E. The board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification.

711 Facilities (2003)

The Board shall provide:

A. Availability of a telephone for use by the teachers, SGIs and ISS throughout the school day, of which one per building shall be located in an area where private conversations may be conducted.

B. Storage facilities in which teachers and ISS may store instructional supplies shall be provided in each building.

C. In each building a furnished and properly lighted room to be used as an area where teachers and ISS can work or relax.

712 Bargaining Unit Member Protection Against Assault (2003)

A. If it becomes necessary, a bargaining unit member may use reasonable and prudent force to protect himself/herself from attack, to prevent injury to a student and to safeguard the well-being of other persons and property.

B. Should the aggressor be an adult or minor from outside the Wooster City Schools, the school will file charges of trespassing and have the individual in question remanded to police custody, followed by the teacher filing charges of assault. Should the aggressor be an adult or minor from within the Wooster City Schools, he/she will be subject to immediate suspension

from the Wooster City Schools; and if an investigation warrants, the suspension will be revised to expulsion or termination of contract.

C. Assault shall mean an unlawful physical attack upon another or the threat to do violence to another.

D. Should assault have occurred, the bargaining unit member should immediately report this to the Administration and to the Wooster City Police. The incident, in turn, will be reported to the City Solicitor if it involves an adult, and to the County Prosecutor should it involve a minor. It will be necessary for the bargaining unit member to file charges if this is to go to court.

E. Damages may be pursued in Small Claims Court or in the Court of Common Pleas as provided for in law.

713 Individual Contracts (2022)

A. Limited Contracts

All full-time teachers who are not eligible for a continuing contract shall be eligible to receive limited contracts according to the following schedule:

1. two (2) one-year contracts;

2. one (1) two-year contract; and

3. thereafter, three (3)-year contracts.

B. Supplemental Contracts

A supplemental contract shall be issued for all supplemental duties as identified in Article 315.

C. SGI Contracts

1. Each SGI employed prior to July 1, 2013, and reemployed continuously by the Board shall receive a written contract, attached hereto as Appendix F, according to the following schedule:

   a. two (2) one year limited contracts;

   b. two (2) two year limited contracts; and

   c. three (3) year limited contracts thereafter.

2. SGI's employed after July 1, 2013, as a Title 1 SGI will be employed on a one (1) year contract of employment which will expire without further notice or process under this Agreement at the end of the

contract year. Title 1 SGI's employed by the District prior to that date shall retain contract rights set forth above in 713(C)(1) for the length of their continuous service with the District.

a. Title I SGI's employed after July 1, 2013, who are OTES employees, will be evaluated in accordance with the Board's standards-based evaluation policy included in this Agreement, without expectation of continued employment as set forth in their contract of employment (Appendix F-1).

b. Title I SGI's employed after July 1, 2013, who are OTES employees will only be provided with two (2) observations under that policy.

c. Title I SGI's employed by the District prior to July 1, 2013, shall retain contract rights set forth above in 713(C)(1), for the length of their continuous service with the District.

D. Continuing Contract Eligibility

1. Teachers who meet the requirements set forth in R.C. 3319.08(D) are eligible for a continuing contract. In order to receive a continuing contract, the teacher must have on file a copy of a professional or higher certificate/license with the Superintendent at the time of the Board vote for continuing contract and must be recommended by the building principal and Superintendent (unless overridden by at least a seventy-five percent (75%) majority of the Board).

2. If a teacher has not attained a continuing contract elsewhere in an Ohio public school, the teacher must be completing his/her third year of work in the Wooster City School District out of the last five (5) years. If a teacher has had a continuing contract elsewhere in an Ohio public school other than a charter or community school, then continuing contract eligibility occurs after the completion of the first year evaluation cycle in the Wooster City Schools. If a teacher has had a continuing contract at a public school outside of Ohio, they are eligible upon completion of their second year of work in the Wooster City Schools.

3. Continuing contract eligibility shall be considered only at the expiration of an existing limited contract unless otherwise agreed by the teacher and the Board.

4. In order to be considered for a continuing contract, a teacher shall complete the Continuing Contract Eligibility Checklist (Appendix N) and submit it to their building principal and Human Resources no later than September 30 of the year they wish to be considered. A teacher who is otherwise eligible for a continuing contract but does

not submit the Checklist may be non-renewed or granted a limited contract pursuant to the sequence set forth in Section 713(A).

5. Satisfaction of tenure eligibility requirements does not automatically confer a continuing contract. If the Board does not grant a teacher who has applied a continuing contract, it may non-renew the teacher or grant two-year extended limited contract, in which case administration must create an action plan with the teacher. A teacher may withdraw their application for a continuing contract at any time prior to April 30 of the year in which they have asked to be considered. If a teacher withdraws their application, then the Board may gran them a limited contract of the appropriate length pursuant to Section 713(A) The teacher may reapply for a continuing contract in any year their limited contract expires.

6. A teacher who requests a continuing contract but either does not receive the Superintendent's recommendation or is denied a continuing contract by the Board may appeal the denial to the Board. The appeal shall consist of a meeting with the Board in executive session at which the teacher may have a union representative present and may submit documentation and/or make a statement in support of their application for continuing contract. If the Board denies the teacher a continuing contract, it shall provide the teacher with the reason(s) for its decision.

E. Current Limited, Continuing, Supplemental and SGI Contract forms, and Salary Notice form are attached as Appendices B, C, D, E, and F.

714 Assignment Sheets (2012)

A tentative teaching assignment sheet for the following school year shall be sent to each full-time teacher prior to June 1 or not more than two (2) weeks after the contract or salary notice is sent. The assignment sheet shall contain the name of the teacher, school year, grade and/or subject area, and building assignment.

715 Vacancies and Transfers (2016)

A. Vacancies

1. A teacher vacancy shall exist when a new teaching position is created by the Board, or when the Superintendent decides to fill a position which becomes vacant due to the death, resignation, retirement, termination, nonrenewal, promotion or transfer of a teacher.

2. Any teacher vacancy shall be posted and emailed to certified/licensed staff within twenty-four (24) hours of the vacancy. Postings will include the specific dates of actual vacancies,

certification or license required and if a K-8 posting, specific grade opening.

3. "Anticipated Vacancy" postings will be restricted to external candidates only.

4. Current teachers and SGIs will have five (5) days from the date of posting in which to apply for the vacancy. Between August 1 and August 25, the posting time will be three (3) days.

5. A teacher vacancy created after June 30 or the beginning of a school year may be filled temporarily for the next school year or the remainder of the school year and will be posted as a regular vacancy for the following year. All contract subs employed after June 30 will occur following consultation with the Wooster Education Association President. The posting for those positions will be done no sooner than the start of the second semester. The person(s) temporarily filling this type of vacancy will not be guaranteed employment beyond the remainder of the school year. For vacancies occurring prior to July 1, including the resulting vacancies from internal transfers, the procedures of Section 715(A) shall be followed.

6. All applicants for a vacancy must possess proper certification/license within thirty (30) days of the time the job starts. Preference will be granted to currently employed full-time or part-time teachers over other applicants if the current teacher meets the qualifications listed on the posting. Said qualifications, which shall be germane to the position and not unreasonable in nature, are established by the Superintendent and must be listed in the initial posting. Any internal candidate seeking a position will be granted an interview subject to 715(A)(4) above

7. The bargaining unit member shall receive written feedback ~~(~~within ten (10) working days as to why he/she was not selected for a posted position. A bargaining unit member will receive, upon request, a face to face meeting with the administrator for further discussion and feedback.

B. <u>Voluntary Transfers</u>

1. Annual Notification by Teacher of Preference to Transfer

Any current teacher wishing a new assignment for the following year shall, by March 1, notify the Superintendent, in writing of his/her desire(s) and the area(s)/ grade level(s) and building(s) wanted. Such requests shall be kept on file until April 1 of the following year unless the member withdraws such request.

2. Voluntary transfers shall be initiated by a teacher or a SGI and shall be according to the following guidelines:

   a. Written request to the Superintendent expressing desire to be voluntarily transferred.

   b. Requests for voluntary transfers shall be filed within five (5) days of the posting of the notice of the vacancy. The requesting party shall receive within five (5) days following the end of the posting a response to his/her requested transfer from the Superintendent. Such response shall be:

      1) Approval of transfer request and date that transfer is to become effective;

      2) Denial of transfer request;

      3) Deferment of decision on transfer request.

3. A teacher accepting voluntary transfer shall not be transferred a second time for at least one (1) school year.

C. Involuntary Transfer

1. It is recognized that from time to time it may be in the best interest of the educational program to transfer bargaining unit members from one (1) assignment to another, and/or from one (1) building to another.

2. The Superintendent may direct an involuntary transfer of building, subject, or grade level. The Superintendent shall meet with the teacher, upon the teacher's request, to share the rationale for this action. Prior evaluations may be used as the rationale or part of the rationale for the transfer. Notification normally shall be given to the involved teacher(s) by July 10, preceding the effective date of said involuntary transfer. When involuntary transfers are necessary due to enrollment changes or program changes, a teacher's area(s) of certification/licensure, his/her teaching experience, and length of service in the Wooster City School District will be used as the criteria in determining if a teacher is to be transferred.

3. A teacher who is involuntarily transferred out of his/her building and other than for a RIF and receives notice during the school year, shall be given the option of receiving two (2) contract or release days to prepare for the new assignment or a stipend of Five Hundred Dollars ($500.00). If the teacher is involuntarily transferred out of his/her building and other than for a RIF and it occurs outside of the school

year, the teacher shall be provided a stipend of Five Hundred Dollars ($500.00) for the time necessary to prepare for the new assignment.

4. The Superintendent may direct an involuntary transfer of a teacher for performance reasons.

5. When a teacher is involuntarily transferred, the notification of the teacher will be done in a manner that preserves the teacher's dignity by taking into consideration such issues as privacy, time of day or any other consideration that may be appropriate given the circumstances.

716 Reduction In Force (2016)

A. Cause(s)

When by reason of decreased enrollment of pupils, overall or in specific courses, return to duty of regular teachers after leaves of absence, changing or abolishing elementary or secondary offerings or sections, or by reason of suspension of schools, anticipated loss of Federal funds resulting in loss of federally-funded positions, if later substantiated, or territorial changes affecting the District, or for financial reasons, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction in staff.

The number of persons affected by a reduction in force will be kept to a minimum or avoided by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed. However, attrition may not be sufficient to accomplish a reduction in force in full.

B. Suspension of Contracts

On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an employee is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full salary the employee would receive under the contract.

C. Notification

1. In February, the Board of Education shall notify of its intent and positions the Wooster Education Association President of an impending RIF.

2. The parties shall meet to discuss potential RIFs, names of those to be notified, and the timeline for the notification. Such notice shall

contain the reason for the RIF and the teacher or teachers who may be initially affected

3. Prior to a RIF, the Board shall give written notice to the Association of its intent to effect a RIF. Such notice shall contain the reason for the RIF and the teacher or teachers who may be initially affected in the District.

4. Reductions under this procedure will be accomplished through the suspension of teachers' contracts. Notice will be given thirty (30) days prior to the end of the school year and shall commence at the beginning of the following work year.

D. Retention

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. The application of the term "comparable" as applied to teacher evaluations, shall occur in accordance with the Board adopted, standards-based teacher evaluation policy defining that term.

For the transition period of this Master Agreement only, ending on September 30, 2016, comparable evaluations of OTES teachers will be defined as all evaluation ratings above "Ineffective." Thereafter, unless the parties negotiate otherwise, comparability will be determined in relation to the effectiveness ratings defined in the Board's standards-based teacher evaluation policy included in this agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112.

E. Order of Reduction

When reductions are necessary, the Superintendent will make recommendations as follows:

1. Teachers holding temporary certificates/licenses shall be the first to have their contracts suspended.

2. If further reductions are necessary, limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

a. Comparable evaluations as defined in accordance with Board policy.

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

3. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

   a. Comparable evaluations as defined in accordance with Board policy.

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

4. Displacement

   In those instances where seniority is involved (i.e., when selecting from teachers with comparable evaluations), a teacher affected by a reduction in force may elect to displace another teacher who holds the lowest position on the seniority list in another area of certification/licensure provided he/she holds a valid certification/licensure in the area, unless there is a teacher or teachers in a lower effectiveness rating category, in which case the displaced teacher must bump the least senior teacher in the lowest effectiveness rating category available.

5. Non-OTES teachers

   For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers), decisions regarding reduction in force shall be based upon seniority; however, should the employment status of a non-OTES member and an OTES member intersect under this Article, the administration may decline displacement rights should the otherwise displacing member not have appropriate experience in the classroom or non-classroom position being sought. Such decisions will not be arbitrary or capricious.

F. Procedure

1. On or before November 1 of each school year, the Superintendent will develop a seniority list. Teachers shall be placed on all lists for which they are certified/licensed.

2. Seniority will be defined as the length of continuous service as a certificated/licensed employee under a regular full-time contract in this District.

a. Board approved unpaid leaves of absences will not interrupt seniority, but time spent on such leave shall not count toward seniority.

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

1) the date of the Board meeting at which the teacher was hired; and then by

2) the date the teacher signed his/her initial employment contract in the District; and then by

3) any remaining ties will be broken by lot.

3. Teachers selected for RIF shall immediately be placed on a RIF list compiled from the seniority lists.

4. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order for seniority-based recalls (i.e., when selecting between teachers with comparable evaluations). As each teacher is reinstated, the Board shall notify the Association President.

G. Recall

1. Retention and recall shall be based upon effectiveness ratings as set forth in the Board's standards-based evaluation policy included herein. Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between teachers with comparable evaluations. When selecting among teachers with comparable evaluations, any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certificated/ licensed.

2. While there are previous teachers of the District who are unemployed as a result of a RIF and who possess proper certification/licensure to fill any vacancy which may arise, no new teacher(s) shall be hired for the period provided in Paragraph F(6), below.

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

4. Within ten (10) business days of the returned certificate of a certified delivery of an offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he/she

has declined the position. No new staff member shall be hired until all staff on the RIF list who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Section.

5. Teachers returning to employment after a RIF shall resume their previous contract status, seniority, salary, and existing fringe benefits.

6. If a teacher declines an offer to return, or does not answer a request to return, or does not keep his/her address current with the Board Treasurer, or was on a limited contract and has been on the recall list for twenty-four (24) months from the effective date of the reduction per Section 716(B), above, said teacher shall be removed from the recall list and the Board shall have no further obligation to the teacher. However, no teacher shall lose his/her place on the recall list by declining a position with a lesser percentage of full-time employment than the position the teacher last held while employed in the District.

7. It shall be the responsibility of all teachers to have on file in the Superintendent's Office, all valid Ohio Teaching Certificates/Licenses.

8. A teacher; when on a recall list, who becomes certified/licensed in additional areas shall not have bumping rights over a teacher currently employed. However, said teacher will be added to the appropriate RIF list in the additional certified/licensed areas.

H. To the extent that they do not conflict with the requirements of Ohio Revised Code Section 3319.17, the provisions of this Article supersede any contrary provisions of law.

717 Teacher Evaluation (2022)

A. Purpose

The Wooster City Schools shall develop and administer an evaluation program emphasizing the following:

1. An evaluation process motivating and supporting staff in providing the best educational opportunities for students;

2. An evaluation process focusing on the performance of the bargaining unit member;

3. An evaluation process promoting improvement of bargaining unit member performance;

4. A timetable and procedures for the evaluation process which are clearly communicated to each bargaining unit member being evaluated;

5. The evaluation process combined with other written administrative reports will provide the record of bargaining unit member performance for the Board to make employment decisions.

B. Evaluation Review Committee (ERC)

In accordance with House Bill 153 and amended Ohio Revised Code Section 3319.111, the parties acknowledge that a standards-based teacher evaluation and non-teacher evaluation systems have been adopted and relevant forms and supporting documents are included as Appendix H to this contract for OTES teachers and non-OTES bargaining unit members. In order to facilitate any necessary revision of Board policy the Evaluation Review Committee (ERC) will continue to provide additional stakeholder input and facilitate the statutorily required consultation with teachers relative to any such proposed revisions. In addition, the ERC will make recommendations for adoption by the Board and ratification by the Association regarding evaluation language and procedures for Non-OTES members. Nothing herein shall be deemed to alter or otherwise affect the obligation of the Board to engage in bargaining, upon request of the Association, on matters which affect the terms and conditions of employment.

1. Composition

In addition to participating administrators, the Committee shall be comprised of four (4) bargaining unit members appointed by the Association President.

2. Operational Procedures

a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.

b. Members of the Committee will receive training in the state adopted Evaluation Framework model prior to beginning their work.

c. The Committee will establish by mutual agreement a meeting calendar and timeline for work completion. At the initial meeting, the Committee will develop the ground rules by which the Committee will operate.

d. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs.

3. Compensation

Any Committee work required outside of the work day will be paid at the curriculum rate as approved by the Committee co-chairs.

4. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

5. Committee Authority

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

b. The Committee is responsible for recommending a standards-based teacher evaluation policy to the Board.

C. Process – OTES Members

1. Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

a. Understanding student learning and development and respecting the diversity of the students they teach and hold high expectations for all students to achieve and progress at high levels;

b. Understanding the content area for which they have instructional responsibility;

c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

d. Planning and delivering effective instruction that advances individual student learning;

e. Creating learning environments that promote high levels of learning and student achievement;

f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and

g. Assuming responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.

2. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of her or her evaluator.

3. Formal Observation and Classroom Walkthrough Sequence Schedule of Evaluation

a. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations (one holistic and one focused) and periodic classroom walkthroughs each school year. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once annually.

b. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive two (2) formal observations unless the evaluator and/or teacher requests a third. If a third observation is conducted, it shall be holistic, with clear reference and attention to areas of focus identified in earlier observations. Teacher on limited contracts shall also receive periodic classroom walkthroughs.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall complete a full evaluation cycle every third school year, ad a teacher who receives a rating of "Skilled" on his/her most recent evaluation shall complete a full evaluation cycle every other school year, except that the Board reserves the right to conduct a full evaluation cycle for any teacher in the final year of a limited contract.

4. Evolutions 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 nonrenewal will be provided by June 1st.

5. In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

6. Additional Criteria for Performance Assessment

a. A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instruction, Appendix to this policy.

b. Teacher instructional performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, HQSD and the walkthroughs that are set forth in this agreement.

c. All morning or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

d. All results and conclusions of performance assessments shall be documents and supported by evidence.

e. In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without permission of the teacher.

7. Formal Observation Procedure

a. A minimum of two (2) formal observations shall be conducted, one holistic and one focused. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least two weeks between formal non-continuous observations (6 for teachers on a Professional Improvement Plan), unless otherwise agreed by the teacher.

b. Teachers shall not receive a formal observation on a day before or after any break of more than three (3) days.

c. Observation Conference

All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within ten (10) working days of the scheduled observation. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on a pre-observation from (Appendix). The pre-observation conference may be waived at the discretion of the teacher.

A post-observation conference shall be held after each formal observation. The post observation conference shall take place within ten (10) working days following the formal observation.

8. Informal Observation/Classroom Walkthrough Procedure

a. A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:

i. Evidence of planning;

ii. lesson delivery;

iii. differentiation;

iv. resources;

v. classroom environment;

vi. student engagement;

vii. assessment; or

viii. any other component of the standards and rubrics approved for teacher evaluation.

b. The walkthrough shall consist of last three (3) consecutive minutes, but not more than ten (10) consecutive minutes in duration. The teacher shall be provided access to the walkthrough template.

D. Timetable – Non-OTES Members

1. Prior to October 1, the principal or immediate supervisor shall review with the Superintendent the list of bargaining unit members who are to be evaluated.

2. Prior to October 1, the principal or immediate supervisor shall confer with the affected bargaining unit members individually and review administrative expectations, goals for the year, the evaluation process, and forms.

3. All Non-OTES Bargaining Unit Members Not On Continuing Contract

a. No later than December 15, the principal or immediate supervisor shall have made no less than two (2) observations, none of which are to be conducted less than two (2) days

apart, each of which would have been for no less than a thirty (30) minute duration and each of which shall be followed up by within three (3) days with feedback from the principal or immediate supervisor. The bargaining unit member may request an additional observation which shall be conducted and included as a regular observation.

b. No later than December 15, the principal or immediate supervisor shall write an evaluation describing the observations and the job performance of the bargaining unit member being evaluated. This evaluation will be shared with the bargaining unit member in conference, who will have the opportunity to add to the comments if he/she so desires. The bargaining unit member shall sign a copy of the evaluation; his/her signature does not indicate that he/she agrees with what is written, but rather acknowledges that he/she did receive a copy. The Superintendent will also receive a copy of this evaluation.

c. If a bargaining unit member received a remediation plan as a result of the first evaluation, the observations for the second evaluation will be completed by March 1 in accordance with the procedures set forth below. If a bargaining unit member did not receive a remediation plan as a result of the first evaluation, the observations for the second evaluation will be completed no later than March 30 in accordance with the procedure set forth below, the principal or immediate supervisor will make two (2) or more additional observations, none of which are to be conducted less than two (2) days apart, each of which would have been for no less than a thirty (30) minute duration and each of which shall be followed up by within three (3) days with feedback from the principal or immediate supervisor. The bargaining unit member may request an additional observation which shall be conducted and included as a regular observation. The principal or immediate supervisor shall conference with the bargaining unit member at least once concerning the observations.

d. No later than March 1 or 30, depending upon when the observations must be completed under Paragraph D(3)(c), above, the principal or immediate supervisor shall write an evaluation describing the observations and the job performance of the bargaining unit member being evaluated. This evaluation will be shared with the bargaining unit member in conference, who will have the opportunity to add to the comments if he/she so desires. The bargaining unit member shall sign a copy of the evaluation; his/her signature

does not indicate that he/she agrees with what is written, but rather acknowledges that he/she did receive a copy. The Superintendent will also receive a copy of this evaluation.

4. All Non-OTES Bargaining Unit Members Already Having Continuing Contract

a. If a bargaining unit member received a remediation plan as a result of the prior evaluation, the observations will be completed by March 1 in accordance with the procedures set forth below. Unless a bargaining unit member received a remediation plan as a result of the prior evaluation, no later than March 30 the principal or immediate supervisor shall have made no less than two (2) observations, none of which are to be conducted less than two (2) days apart, each of which would have been for no less than a thirty (30) minute duration and each of which shall be followed up by within three (3) days with feedback from the principal or immediate supervisor. The bargaining unit member may request an additional observation which shall be conducted and included as a regular observation.

b. No later than March 1 or 30, depending upon when the observations must be completed under Paragraph D(4)(a), above, the principal or immediate supervisor shall write an evaluation describing the observations and the job performance of the bargaining unit member being evaluated. This evaluation will be shared with the bargaining unit member in conference, who will have the opportunity to add to the comments if he/she so desires. The bargaining unit member shall sign a copy of the evaluation; his/her signature does not indicate that he/she agrees with what is written, but rather acknowledges that he/she did receive a copy. The Superintendent will also receive a copy of this evaluation.

E. Process – Non-OTES teachers

1. The evaluation forms and the procedures for use of the forms to be used shall be those forms and procedures developed from time to time through a joint committee of the Association and the Administration. The joint committee shall meet whenever there is a request by either party. The forms may be changed based upon agreement of the Superintendent and the Association President based upon a recommendation from the joint committee. Copies of the evaluation forms are attached to the Contract for reference purposes only as Appendix G.

2. Although self-evaluation is considered an important part of the assessment process, bargaining unit members will not be required to give a copy to any person, nor shall there be copies made.

3. All observations and evaluations of a bargaining unit member will be conducted with knowledge of the bargaining unit member.

4. No observations will be conducted the day before or after a holiday.

5. A bargaining unit member is to receive a copy of any written evaluation and must be granted a conference, upon request, to discuss such report.

6. Any bargaining unit member has the right to be informed of deficiencies in a timely fashion. This notification may be after the fact due to the severity and/or immediacy of the problem. A detailed plan of assistance for remediation shall be prepared by the principal or immediate supervisor and given to the bargaining unit member no later than the third (3rd) day after the end of Winter Break. If a plan of assistance for remediation is to be given based upon the Spring evaluation for deficiencies that did not arise from the fall evaluation, it will be given to the bargaining unit member by June 1. A completion schedule shall be mutually established.

7. All remediation plans not completed satisfactorily shall be part of the professional development plan put before the LPDC.

8. The principal or immediate supervisor will provide feedback to bargaining unit members in a timely fashion regarding observation, including both positive and negative aspects of performance.

9. Bargaining unit members employed after a deadline required by this Section will be observed/evaluated for the remainder of the evaluation cycle and the Board is not required to complete evaluation cycle activities required prior to employment.

10. Any teacher who goes on a long-term leave during the year when up for a contract and part of the evaluation cycle cannot be completed shall not be able to use this fact as a defense against an adverse employment action.

11. Nothing in this Section 717 shall prevent the Administration from making informal observations. Informal observations require direct or first-hand observations by an administrator.

F. 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.

G. Professional Growth Plans and Professional Improvement Plans

1. Based upon the results of the annual teacher evaluation, each teacher, regardless of OTES status, must develop either a professional growth plan or a professional improvement plan as follows:

   a. Teachers rated Accomplished will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the corresponding ODE form.

   b. Teachers rated Skilled will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the corresponding ODE form.

   c. Teachers rated Developing will develop a professional growth plan guided by his/her credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle.

   d. Teachers rated Ineffective will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the corresponding ODE form.

2. For teachers returning to the District, each plan will be based upon the results of the prior year's final summative evaluation. For teachers in their first year at the District, each plan will be based upon the results of the first formal holistic observation. All plans shall be aligned to any existing school district or building improvement plan. Professional Growth Plans may be amended with mutual agreement by the evaluator and the bargaining unit member.

3. The PGPs/PIPs for each year shall be developed by September 15, and in case of a teacher new to the District, within two (2) weeks of the teacher's first holistic observation. Plans must include: (1) at least two (2) and no more than four (4) clear professional goals that identify the focus and direction for improving practice, make an impact on student learning/success, and align to the district and/or building improvement goals; (2) specific resources and opportunities to assist the bargaining unit member in enhancing skills, knowledge and practice; and (3) qualitative and quantitative evidence to demonstrate progress towards meeting goals. Growth progress on a PGP/PIP is defined as completing a/n action step(s), attaining a

goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member.

4. For teachers who begin an Improvement Plan midyear, the Improvement Plan shall be developed within two (2) weeks of the second observation and will include at least the following components from the OTES form: (1) improvement statement, (2) desired level of performance, (3) specific plan of action, and (4) assistance and professional development.

5. The District may also utilize Remediation Plans to address more immediate concerns than an Improvement Plan could address. Remediation Plans are less formal than Improvement Plans and may be used by agreement of the evaluator, the teacher and WEA in lieu of an Improvement Plan. However, the option to use a Remediation Plan does not waive or otherwise affect the District's right to place a teacher on an Improvement Plan consistent with OTES and the Ohio Revised Code.

H. Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness raring of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years. If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluation. Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches. No teacher shall be responsible for the cost of taking an examination set forth above.

I. The Board shall meet the requirements of R.C. 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this policy and in accordance with the Ohio State Board of Education's statewide evaluation framework. The Board's plan will be reviewed annually.

J. Retention and Promotion Decisions/Removals of Poorly Performing Teachers

It is the purpose of this Section to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition,

the evaluations produced will serve to inform the Board employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers. The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of this Agreement. The evaluation system and procedures set forth in this Section shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this Section. The Board reserves the right to non-renew a teacher evaluated under this Section in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

K. The District shall use the State's online record-keeping and data entry system for all phases of the teacher evaluation process. Principals or others assigned to evaluate teachers may not upload attachments to the system and may only use the evaluation forms available in the State's online system and agreed upon by the parties and incorporated into this Agreement in Appendices H and I. Teachers may upload attachments to their evaluation in they system. The ERC shall review compliance with this Section on a quarterly basis during the school year. This Section 717(F) shall be implemented as a one (1) year pilot program. Continuation of this Section beyond May 15, 2020 shall require mutual agreement of the parties. Should the parties not mutually agree to continue this Section beyond the 1-year pilot, the parties shall reconvene within ten (10) days of the Section's expiration to return to interest-based problem solving.

L. It is understood that, to the extent that they do not conflict with the requirements of the statutes, the provisions in Section 717 replace ORC 3319.111.

718 Parent/Teacher Conferences (2025)

A. Two fall Parent/Teacher conference dates and two spring Parent/Teacher conference dates, including starting and ending times (3 hours for each date), will be identified in the adopted school calendar and shared with teachers prior to the opening of the school year.

B. Middle and secondary level (grades 5-12) teachers will be available for conferences during the two (2) evenings scheduled from 4:00 to 7:00 PM, except as otherwise voted by the staff of a building and approved by the principal.

C. Conference release day shall be the Friday of the same week of conferences for Parent/Teacher conference.

D. Middle and High School Parent/Teacher conferences shall be done using an online platform unless the parent requests an in-person conference.

719 Building Handbooks, Policy, and Other Work Rules (2006)

All bargaining unit members will be provided an electronic or paper copy of the staff handbook that contains all applicable rules and the table of contents of the Board Policy Book as well as list any administrative rule interpreting or implementing a particular policy.

720 Liability Settlements (1990)

If a settlement occurs in a negligence claim in which a bargaining unit member is named as a party, the settlement of the liability claim shall not be used by the Board or the Administration for purposes of any disciplinary action against the employee. This does not preclude the Board from taking whatever action may be appropriate based upon the acts of the employee, which action may be subject to review under the grievance procedure.

721 Disciplinary Action (2022)

A. Disciplinary actions shall include written verbal warning, written letter of reprimands, action plan, suspension, and termination of bargaining unit members. Discipline shall normally be imposed on a progressive basis and may include repetition of an action without progressing to the next step. However, the parties recognize some offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility if termination for the first offense, considering the offense and its severity.

1. Written Verbal Warning will require a meeting with the employee, administration, and a representative of the bargaining unit member's choice. The written verbal warning will be signed by all parties. The signature by the employee represents receipt of the written verbal warning not that s/he necessarily agrees with the written verbal warning.

2. Written Letter of Reprimand will require a meeting with the employee, administration and a representative of the bargaining unit member's signature by the employee represents receipts of the written warning not that s/he necessarily agrees with the written warning.

3. Action Plan to address area(s) of ongoing/repeated misconduct will require a meeting with the employee, administration, and a representative of the bargaining unit member's choice. The plan will be on the form in Appendix I and will be signed by all parties. The signature by the employee represents receipt of the action plan not that s/he necessarily agrees with the action plan.

4. Suspension

5. Termination

B. Disciplinary actions will be for just cause.

C. Reprimands and warnings may be issued by any supervisor. Only the Superintendent may suspend or recommend the termination of an employee.

D. Verbal warnings are not disciplinary. These may be issued by any supervisor.

E. Bargaining unit members may not issue discipline of other bargaining unit members.

F. Disciplinary action taken by the Board shall not be arbitrary, capricious or unreasonable. Termination, however, shall be subject to ORC 3319.16 and 3319.161.

G. Upon mutual agreement between the superintendent and the association president, a written verbal warning and a written letter of reprimand can be removed from a member's personnel file after two (2) years upon the request of the affected member, provided the member has not received further discipline in the intervening two years.

722 Resident Educator Program (2025)

A. Purpose

The Resident Educator Program for beginning teachers licensed after January 1, 2011, will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board.

This program shall be separate from and shall not replace the negotiated employee evaluation system.

B. Definitions

1. Resident Educator Program

The program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

2. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

3. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

4. Formative Assessment

Formative assessment - is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

5. Resident Educator Cohort

A program developed for Resident Educators in their second (2nd) year.

C. Committee

1. Responsibilities

a) Collaborate in the administration of the program, assist in the selection and assignment of mentors;

b) Facilitate the training of mentors and resident educators;

c) Review the program's effectiveness;

d) Address/solve, mentor/mentee concerns, issues, problems;

e) Facilitate the development a Resident Educator Cohort for Resident Educators in their first (1st) or second (2nd) year.

f) Comply with ODE and statutory requirements;

2. Committee Makeup

a) This committee will include three (3) Wooster Education Association (Association) members who are practicing teachers and representative of elementary, middle school and high school educators appointed by the Association and two (2) administrators who are appointed by the Superintendent.

b) Committee members shall be trained mentors whose term of office shall not exceed three (3) years. Terms shall be staggered. The number of terms a Committee member may serve shall not be more than two (2) consecutively.

c) The Committee Chairperson shall be the person who is elected by the committee.

d) All members shall attend all Resident Educator Committee meetings unless the committee determines such attendance is unnecessary..

e) Committee members may be provided release time for up to three (3) times per school year to attend Committee meetings; said release time shall be separate from any other release time covered under this Agreement.

f) The Committee shall select the teachers who will act as Mentor Teachers.

g) Application forms for Mentor Teacher positions will be made available to all bargaining unit members.

D. Mentors

1. Qualifications

a) The Mentor Teacher must have Continuing Contract status and have a minimum of seven (7) consecutive years of teaching experience in the district and at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.) and shall be a classroom teacher.

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

c) The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.

d) The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

2. Selection of Mentor Teachers

Recommendations for Mentor Teacher positions shall be made to the Superintendent by the Resident Educator Committee. A Mentor Teacher shall be assigned to a Resident Educator with certification/licensure in the same grade level or subject area. Should no Mentor be available in the area of certification/licensure, the Superintendent may assign a Mentor from within the grade level or subject area most closely related to that of the Resident Educator. Teachers with Master Teacher designation shall be encouraged to be trained and serve as Mentor Teachers.

3. Training

Mentor Teachers shall be provided with the following:

a) An orientation to mentoring responsibilities;

b) State required mentor training;

c) Opportunities to consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance as determined in cooperation with the Administration.

4. Mentor Teacher Responsibilities

a) The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by ODE.

b) Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.

c) The Mentor Teacher will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.

d) The Mentor Teacher may attend regional mentor network meetings.

e) The Mentor Teacher does not have a formal evaluative role. The Mentor Teacher's role is to support the growth of the

Resident Educator as an instructional mentor through formative assessment tools.

5. Release Time

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

b) Coverage needs for such release time brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the building principal and Mentor Teacher.

E. Compensation

1. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a supplemental stipend of one thousand three hundred four dollars ($1,304.00) for first (1st) year Resident Educators. If a mentor is assigned a second (2nd) first year Resident Educator, the mentor will receive an additional three-hundred fifty dollars ($350.00). A Cohort will be established for Resident Educators in their first (1st) and second (2nd) years. Mentors will be paid one thousand three hundred four dollars ($1,304.00) plus seventy-five dollars ($75.00) per Resident Educator over two (2). The supplemental stipend is to be paid per Section 315(F).

2. The District will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

F. Resident Educator

1. Each Resident Educator shall be given an initial orientation on the following matters:

a) The pupils and community to be served;

b) School policies, procedures, and routines;

c) Courses of study, competency-based education programs, and responsibilities for lesson plans;

d) The layout of the facilities of the assigned school building(s);

e) The nature of the Resident Educator Program which will be provided; and

f) Additional information a Resident Educator may need to be adequately prepared for a specific assignment.

2. Through the District's program, Resident Educators shall be provided with the following:

a) Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;

b) Assistance with the management tasks identified as especially difficult for beginning teachers;

c) Assistance in the improvement of instructional skills and classroom management; and

d) The opportunity, when appropriate, to consult/observe other teachers both within and outside of the District.

3. The Resident Educator shall be provided release time not to exceed two (2) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in half (½) day increments and shall be coordinated by the Building Principal/Immediate Supervisor.

4. Participate in a Resident Educator Cohort for years one (1) and two (2) of their resident educator requirements. If a Resident Educators receives a year-end summative rating of ineffective in years two, three or four they will receive a one-on-one mentor for the year following when the rating is received.

G. Protections

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

2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

3. In the event that the District is responsible for any non-compliance with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.

4. Mentor Teachers shall not participate in the District's evaluation of any Resident Educator.

5. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

6. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

7. At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change.

8. All members of the Committee, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

9. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

10. Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.

H. Program Review/Revisions

1. Association/Board - Association and Board representatives may meet to discuss the recommendations prior to the next school year.

2. Mentor Teacher - In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

723 Notification of Field Experience Students (1990)

All teachers will be given at least one (1) workday's advance notice of any visit by a Field Experience Student. The teacher has the right to decline having the student.

724 Student Medical Needs; Drugs (1993)

Nothing in policy shall be construed as requiring a bargaining unit member other than nurse(s) to administer medication or drugs to students if the bargaining unit member objects.

725 Nonteaching Duties (1993)

Nonteaching duties, such as recess supervision, lunchroom supervision, study hall supervision, bus duty, etc., shall be rotated as equitably as practicable among the bargaining unit members.

726 Notification of Criminal Behavior (1993)

When a student is assigned to a bargaining unit member, the Administration will notify the bargaining unit member if such student has a known history of criminal type behavior of an aggressive, violent nature.

727 First Aid Supplies (1993)

First aid supplies will be made available in reasonable quantities to bargaining unit members.

728 Communicable Diseases (2022)

Bargaining unit members will be notified of known, serious communicable diseases of students with whom bargaining unit members have contact, except as restricted by law.

In the event of a communicable disease exposure at the workplace and a bargaining unit member is mandated by state or federal law to quarantine because of workplace exposure, the bargaining unit member will be placed on paid administrative leave during the period of mandatory quarantine and shall not be required to utilize his/her sick leave.

729 Class Size (2009)

A. The pupil-teacher ratio shall meet or exceed the State Minimum Standards. There shall be no less than forty (40) classroom teachers per one thousand (1,000) basic ADM and no less than five (5) Education Service Personnel (ESP) teachers per one thousand (1,000) students. For the purposes of this Section, classroom teachers and ESP teachers shall be defined as per ORC 3317.023.

B. Class size limits shall not be exceeded without waivers from the State Department of Education. Waivers to State class size limits for special education classes may not be requested, issued, or reissued for more than

one (1) school year. The following year, there shall not be any waiver requested.

C. Understanding that exceptions occur because of scheduling demands, the District will make reasonable effort(s) to provide equal class sizes amongst the sections of the same course and to provide balance for special education enrollment in regular education classrooms.

730 Reporting of Grades/Assignments (2025)

A. There shall be at least a minimum of three (3) working days between the close of a grading period or the close of the midterm period to the time grades are due, except at the end of the school year. However, where there is a question of athletic eligibility, teachers may be required to fill in an athletic notification for the athletic department in addition to the grade reports.

B. If an Administrator changes the grade given by a teacher, the teacher shall be provided written notification of such change of grade. In addition, the teacher shall have the right, upon written request, to have the teacher's name removed as the teacher of record.

C. Where applicable, teachers will regularly update assignments and grades into Progress Book. If a teacher does not regularly update assignments in Progress Book, upon parental request, the teacher will call parents with assignments and grades. Failure to update letter grades in Progress Book for three (3) workweeks or more will be considered "not regularly updating" assignments and grades.

731 Smoke Free Environment (2006)

Employees will not smoke in or on any Board owned, leased or contracted buildings, property, vehicles or facilities, nor will they use any type of tobacco products in or on any Board owned, leased or contracted buildings, property, vehicles or facilities.

732 Labor/Management Committee (2025)

The Wooster City Schools and the Wooster Education Association will establish a Labor/Management Committee consisting of up to four (4) members appointed by the Association and four (4) members appointed by the Board. The Committee shall meet at mutually agreeable times, at least twice per semester, for the purpose of discussing, not negotiating issues of concern to both parties. The Committee may request training from the Federal Mediation and Conciliation Service.

733 Nepotism (1997)

Employment and transfers shall not be denied because an immediate family member (as defined in Section 608(F), herein, is an employee of the District. However, this shall not prevent the transfer of an immediate family member when the family relationship interferes with the performance of work or if one immediate family member would be required to supervise another immediate family member.

734 Job Sharing (1997)

A. Two (2) teachers, each of whom must be properly certificated/licensed and singularly employable in a specific full-time assignment, who agree to split a full-time assignment may do so, with approval of the Superintendent**,** on a case-by-case basis which is not precedent setting.

B. If requested by the job sharing teachers by March 15, job sharing assignments shall be reviewed by the Superintendent who may approve or reject continuation for the following year and shall provide notice of approval or rejection by May 1.

C. There shall be a Job Sharing Agreement between the two (2) teachers, the Superintendent, and the Association for each job share which is not grievable. Some of the items to be included in each Job Sharing Agreement are the division of duties, hours, payment of benefits [one (1) FTE per position), compensation, evaluation, parent conferences, IAT meetings, duty periods, committee assignment outside the District, communication, and provisions to resolve disagreements during the term of the Job Sharing Agreement. This list is only illustrative and is not meant to be all encompassing.

D. Deadline for initial application to job share shall be March 1, and once approved the Job Sharing Agreement is final. All applicants shall receive notice of acceptance or rejection by May 1.

E. The purpose of a job share is to divide an existing position at the request of two (2) teachers. This Section is not to be used to employ part-time teachers instead of full-time teachers.

735 Education of Exceptional Students (2025)

A. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEIA and/or 504 Plan. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual

disabled student will dictate the environment in which the student is educated, and that each student's education plan will be developed in accordance with his/her individual special needs.

B. Recognizing these statutory obligations, the continuum of options available to disabled students, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered:

1. The education benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;

2. The effects and impact of the disabled student's inclusion in the regular education classroom setting, upon the other students in the class, both positive and negative; and

3. The cost of necessary supplementary services.

C. Any teacher involved in educating a student who is being served under an IEP, BIP, WEP, or 504 Plan will be given a copy of that Plan and will be given the opportunity to provide input and feedback in the development, implementation or revision of that Plan. The District will fully integrate the online system utilized for special education services with the classroom teacher's grade reporting system to the maximum extent possible. Teachers will be advised of the individual to whom the teacher should go to discuss questions and concerns related to subsection B2, above, or seek revisions or interventions, so long as any revisions are made through the IEP/504/BIP/WEP process. It shall not be a teacher’s requirement to either copy the Plan or distribute it under this provision.

D. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in:

1. Exploring resources that will support and assist the affected teachers in providing education in the least restrictive environment;

2. Providing in-service training to both special education and regular education teachers to assist in addressing the legal and education needs of disabled students in a regular education classroom environment;

3. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and

4. Providing the individualized supplementary aids and services, including personnel, as determined necessary by the IEP/504 Plan to provide instruction, medical procedures, or custodial care in a regular education environment.

5. In addition, the Board commits to work towards the development and implementation of a District-wide program for special education. This is not to prevent the continued exploration of successful models for inclusion in a regular education programs or adoption as part of a District-wide program.

E. IEP/504/BIP/WEP meetings or staffings will be held at a mutually agreeable time.

F. Bargaining unit members (exclusive of SGIs) will be provided release time of up to four (4) release days or up to four (4) extended service days for drafting of IEPs, 504 Plans, WEPs progress reports, MLPs and BIPs. Additionally, bargaining unit members writing WEPs will receive an additional professional development day during the school year. This professional development day will not be used in lieu of a normally scheduled professional development day. If additional time is necessary to complete the drafting of IEP/504/BIP/WEPs, a building principal could award more release and/or extended service time. If the principal denies the request for additional time, the teacher can present such request to the District Exceptional Student Committee for consideration. Special education teachers shall be provided release time, during parent/ teacher conferences, as has been the practice, to conduct IEP/504 conferences. Notice to utilize release time by the teacher must be presented to the building principal at least one (1) week in advance of the use of such time.

G. An intervention specialist or related services bargaining unit member shall be paid one hundred dollars ($100) per semester per student over the established workload/caseload for the bargaining unit member.

H. Progress monitoring reports will be due one week after grades are due.

I. Intervention specialist will only be utilized for make-up testing for students on their current caseload.

J. Nothing in this Article should be considered in a manner inconsistent with Federal or State laws governing the education of disabled students, and bargaining unit members are required to comply with Federal and State laws in the provision of such services.

K. Specialized Health Care Procedures

1. Teachers in MH units with medically fragile students will be trained in any procedure necessary to protect the student.

2. Teachers, other than MH teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student. Trained teachers in MH units may be requested but are not required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student.

L. The following issues are not grievable:

1. A student's eligibility for special education or accommodations under the IDEIA or 504 Plan.

2. The contents or appropriateness of a student's IEP/504 Plan.

3. A student's placement.

M. Review of Student Placement

A teacher who is to implement any part of an IEP/504 Plan and who has reason to believe that the student's placement is inappropriate, may request an IEP/504 team meeting.

736 Local Professional Development Committee (2025)

A. The Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans and approve PDU credits (per OAC 3301-27-08). The Wooster LPDC will be subject to any and all interim rules and regulations constituted by the State of Ohio.

B. The term of office for LPDC members shall be four (4) years, except the initial term shall be staggered (1 year, 2 years, 3 years) to provide continuity.

C. The LPDC shall be composed of four (4) persons appointed by the Association which shall have as representation: elementary, middle school and high school and three (3) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.

D. The Chairperson and LPDC decisions shall be determined by a majority vote of the LPDC.

E. The LPDC shall develop and maintain an appeals procedure for appeals from decisions of the LPDC.

F. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable. Administrators, whose plans are denied, may appeal to the Board of Education per the Board appeals procedure as the alternative to the independent appeals procedure.

G. For the life of the Contract, the LPDC will meet as deemed necessary by the LPDC working in collaboration with the Superintendent. The agenda for the meeting will be distributed in advance of the meeting. Each Association representative will be paid a yearly stipend of One Thousand dollars ($1,000).

H. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any professional leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.

I. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent. The responsibility for keeping track of the necessary requirements are that of the individual.

J. Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

737 Ohio Master Teacher (2012)

A. LDPC will function as the Master Teacher Program Committee of at least five total members (majority teachers) to review and score Master Teacher applications. Whenever possible, teachers with like building assignments or licensure/certification will review and score the Master Teacher submission documents.

B. The LPDC shall be responsible for formatting, assembling and submitting requirements for Ohio Master Teacher applications; for assessing all applications for Ohio Master Teacher.

C. The Ohio Master Teacher Program process is voluntary for bargaining unit members and will not be used as an evaluative measure.

D. The District will insure that, under no circumstances, will the involvement in the activities of the Master Teacher Program Committee result in any adverse employment decisions for Committee Members or Master Teachers.

E. Determine at the expiration of this Negotiated Agreement if the tasks of Master Teacher Committee are able to be continued in future Negotiated Agreements by the LPDC. The LPDC will make their recommendation to the Association and Board Negotiation Teams prior to the start of the next negotiations.

F. The Ohio Department of Education (ODE) website contains criteria and forms it has developed for the Ohio Master Teacher Program. In 2009 the link to the ODE website was at the following address:

i. http://www.ode.state.oh.us?GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationD159&ContentID=46544&Content=58839

ii. The ODE general website is http://ode.state.oh.us

738 Blood Borne Pathogens (1997)

Bargaining unit members shall be included as "at risk" for blood borne pathogens and shall receive training and protection according to those "at risk."

739 New Program Training (1997)

No teacher shall be required to participate in any pilot program or grant without first having been given an opportunity for input and training as appropriate.

740 Classroom Supplies (1997)

The Administration will make a good faith effort to have appropriate consumable supplies for each classroom before the start of and during the school year. Bargaining unit members shall retain in their classrooms only those consumable supplies needed for educational activities in that school year.

741 Student Entry or Transfer (2006)

Students who enter or transfer into a Wooster City School shall not be placed into the teacher's classroom on the same day the teacher is given notice of the student's entry or transfer. Teachers will be provided student records that have an impact in describing any student's special needs and/or course work relevant to academic needs when the records are made available to the Wooster City Schools.

742 Responsibility for Damage to Personal Computers at Work (2009)

Bargaining unit members are responsible for damage to school property as provided in Board policy. However, when a school provided personal computer is damaged at work in a work-related accident, bargaining unit members will have no financial responsibility for repair or replacement.

743 Video Technology (2009)

A. The Board will continue to utilize video technology in an effort to maintain the safety and security of the District's premises and property and assist in prevention and resolution of student disciplinary problems.

B. Such technology may be used in the investigation of suspected employee misconduct. Video monitoring will not be done in an arbitrary or capricious manner.

C. An annual reminder will be sent to employees informing them of the possibility of the use of video technology for surveillance by the Board.

D. If an employee is disciplined by the Board on the basis of evidence obtained by video technology, he/she shall then have the right to review video recording evidence with Association representatives present. Nothing herein shall be deemed to prevent or delay disciplinary action by the Board.

E. The retention and security of the video recordings will be the responsibility of the Administration consistent with Board Policy and applicable law.

F. The evaluation of bargaining unit members shall be in accordance with the evaluation process contained in the collective bargaining agreement. All evaluations/observations shall require the physical presence of the evaluator. No observation for purposes of evaluation shall be done or conducted by electronic means.

G. Video cameras may be placed in any common areas in a building or facility. This will not prevent the district from placing it in areas where employees may work, such as the cafeteria, hallways, entranceways or other similar locations.

744 Team-Developed Student Curricular and/or Behavior Support Plans

If changes need to be made to a team-determined curricular and/or behavior support plan for a student, the team will reconvene to discuss said change.

745 School Counselors (2022)

District Administration will review the School Counselor job description and work to reduce responsibilities that would be considered administrative responsibilities.

746 Toileting (2025)

No bargaining unit member in a general education setting shall be required to toilet train students (i.e. leave the room to accompany students to the restroom , assist students in the restroom, or clean the student in the restroom), except as set forth in a student's IEP or 504 Plan. Additionally, no bargaining unit member in a general education setting shall be required to change a student's diaper, nor clean a student after a toileting accident, except for staff members that have toileting as a part of their job description Two staff members will be present at such times.

ARTICLE 800 - MULTIPLE BUILDING ASSIGNED BARGAINING UNIT MEMBERS

801 Definition (1993)

Any teacher or ISS person who is assigned any part of a day or week to more than one (1) building.

802 Evaluation (2006)

Multiple building assigned bargaining unit members will be assigned a supervisor for evaluation purposes. Written input from other Administrators where the multiple building assigned bargaining unit member is assigned may be forwarded to the evaluating supervisor with a copy to the multiple building assigned bargaining unit members.

803 Communication (1993)

The principal in each building where the multiple building assigned bargaining unit member works shall provide each multiple-building assigned bargaining unit member a copy of any written building announcements and other such written information as is provided to regularly assigned bargaining unit members.

804 Travel Time (1993)

Multiple building assigned bargaining unit members shall be provided travel time between buildings.

805 Change of Assignment (1990)

A reasonable attempt at notification of any substitution of a previously scheduled class will be made by the Administration with at least one (1) days' notice.

ARTICLE 900 - ISS PERSONNEL

901 Retirement (1989)

ISS personnel may not be required to be a certificated/licensed teacher. However, if the person in the position is certificated/licensed, then retirement shall be credited to STRS and, if not, to the School Employees Retirement System (SERS).

ARTICLE 1000 - CONTRACT SUBSTITUTES

1001 Definition (2000)

A. There are two (2) types of contract substitutes, "replacement contract substitutes" and "casual contract substitutes."

1. A replacement contract substitute is one employed as:

   a. a temporary replacement for a bargaining unit member who has an extended leave of absence (sixty (60) days or more) known in advance; or

   b. one who serves more than sixty (60) consecutive days in the same position; or

   c. one who is hired prior to March 1 to fill a vacancy after the start of a school year pursuant to Section 715(A)(4), herein.

2. A casual contract substitute is one who receives a contract with the Wooster City Schools to serve as a substitute on a regular daily basis for a period of one (1) semester or longer, and is expected to report to work each day for assignment, whether it is in the same class or in different classes or in the same building or different buildings.

1002 Salary (2016)

A replacement contract substitute for Sections 1001(A)(1)(a) and 1001(A)(1)(c), above, shall be placed on the Zero (0) step of the salary schedule in Section 314, herein, based upon the appropriate educational level. A replacement contract substitute that is reemployed by the District and in the same role/position will receive a step on the BA scale for each year of consecutive service. A replacement contract substitute for Section 1001(A)(1)(b), above, shall be paid in accordance with the District Policy for substitutes until sixty (60) school days in the same position, at which time he/she shall be paid pursuant to the previous sentence.

1003 Benefits (2000)

Contract substitutes, except Section 1001(A)(1)(b), above, substitutes for the first sixty (60) days, shall be entitled to all insurance benefits provided bargaining unit members under Article 500 (Insurance Benefits), herein.

1004 Length of Employment (2000)

A. Bargaining unit members, employed as replacements for bargaining unit members on long term leaves of absence or employed to fill a vacancy arising after the start of the school year, shall be issued a limited contract which shall end without nonrenewal at the end of the school year or at the expiration of the other bargaining unit member's leave, whichever occurs first. Such teachers shall not have transfer rights prescribed by Section 715, herein, but shall be evaluated, as the teacher's service permits, in accordance with Section 717, herein.

B. Early termination of the employment contract may occur, provided the Wooster City Schools continues the insurance coverage until the end of the scheduled contract and provides the payment for the lesser of the remaining term of the employment contract or the equivalent of pay for ten (10) student days.

1005 Collective Bargaining Agreement Rights (2025)

Contract substitutes are specifically not eligible for the provisions of Sections 304, 305, 307, 310, 319, 320, 600 (except for 607, 608(A) - (G), 704, 710, 713, 714, 715, 716, 717 (except for D[3][a] and D[3][c]), 721, 722, 723, 733, 735, 736, 738, and all of 800 through 1000. Contract substitutes that return the following year as a contract sub shall be credited with the 2.5 sick days they would have earned over the summer had their employment been continuous.

ARTICLE 1100 - OCCUPATIONAL SAFETY AND HEALTH

1101 Report Internally First (1993)

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and Administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

1102 District's Right To Reassign (1993)

Before exercising his/her right to refuse to work under ORC 4167.06 because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger or death or serious harm to the bargaining

unit member, the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

1103 Discrimination To Be Grieved (1993)

A bargaining unit member who wishes to assert a claim of discrimination as defined in ORC 4167 shall use the grievance procedure in this Contract as the means for asserting such a claim.

ARTICLE 1200 - EFFECTS OF CONTRACT

1201 Controlling Agreement (1984)

This agreement is the negotiated contract between the Board and the Association. If there is any conflict between this Contract and policy or practice, this Contract shall be controlling.

1202 Conflict With Law (2019)

Any provision of this Contract that is contrary to existing statutes or law is intended to govern the relationship of the parties and replace existing law to the extent permitted to do so by law. Should any provision of this Contract be found impermissibly contrary to applicable law, then that provision shall be deemed invalid except to the extent permitted by law. Should the State Employment Relations Board or any Court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision or portion thereof shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

At the request of either party, the parties will meet no later than ten (10) calendar days after the final determination of unlawfulness, to begin bargaining over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision thirty (30) days after the initial bargaining session, the statutory dispute settlement procedure/contractual MAD found in Article 210 of the CBA (assuming it meets SERB requirements) shall be utilized to resolve the dispute.

1203 Duration and Effect (2025)

A. This Contract and its appendices are effective August 1, 2025 through July 31, 2028, except the parties may reopen negotiations on the salary schedule only by giving notice under the Negotiations Procedure. This Contract and its appendices have been fully explained to and ratified by the parties who have authorized their representatives to sign below.

B. The execution of this Agreement constitutes a legal and binding document on both parties and may not be changed, altered or modified by either party

unless done in accordance with this contract. All parties agree to comply with the provisions of this Contract.

1204 Days (1984)

"Days" in this Contract, are calendar days unless otherwise specified.

FOR THE ASSOCIATION	**FOR THE BOARD**
President	President
OEA Labor Relations Consultant	Superintendent
Chairperson	
Team Member	This contract was ratified by the Board at its meeting on June 17, 2025
Team Member	
Team Member	Treasurer
Team Member	

APPENDIX A

BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT
GRIEVANCE FORM

LEVEL _____

NAME _____

BUILDING _____

Specific item alleged violated, misinterpreted and/or misapplied _____

STATEMENT OF GRIEVANCE _____

_____

_____

_____

_____

REMEDY REQUESTED _____

_____

_____

_____

_____ _____
Signature of Grievant Date Filed at this Step

DISPOSITION RENDERED _____

_____

_____

_____

_____

_____ _____
Signature of Person Rendering Disposition Date

(Attach Additional Pages If Necessary To Complete Any Section)

APPENDIX B

BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT
TEACHER'S LIMITED-YEAR CONTRACT FOR EMPLOYMENT

Entered into between _____ (hereinafter referred to as the "teacher") and the Board of Education of the Wooster City School District in Wayne County, Ohio. Said teacher agrees to teach in the Public Schools of this District for the school year(s) _____ abiding by and observing the rules and regulations of the Board of Education and the laws of the State of Ohio.

It is understood and agreed that the contract year shall be _____ (___) days, as stipulated in the school calendar adopted by the Board of Education; further, that the starting date of this contract be as stipulated in said calendar.

Said Board of Education hereby agrees to employ said teacher for the above noted term, said employment being subject to all provisions of Federal and State laws applicable thereto. Further**,** the said Board of Education agrees to the terms of this contract and shall fulfill its responsibilities herein prescribed.

Said Board of Education further agrees to pay said teacher an annual salary in the sum of _____ dollars ($_____) to be paid in _____ (____) equal semi-monthly installments as a(an) _____ teacher.

It is mutually agreed that this contract is void if the teacher fails to achieve the academic credits or certificate upon which the above salary is based; and likewise void unless signed by the teacher and submitted to the office of the Board of Education by the _____ day of _____, _____. In doing so, the teacher indicates his agreement to the terms unless otherwise released under those policies established by the Board of Education.

This agreement entered into at Wooster, Ohio, this _____ day of _____ , 20__.

_____
Teacher

_____
Board of Education

APPENDIX C

BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT
TEACHER'S CONTINUING CONTRACT OF EMPLOYMENT

Entered into between _____ (Teacher) and the Board of Education of the Wooster City School District in Wayne County, Ohio. Said teacher agrees to teach in the Public Schools of this District from the date of this contract until the teacher resigns or elects to retire.

It is understood and agreed that the initial contract year under this agreement shall be one hundred eighty-three (183) days, as stipulated in the school calendar adopted by the Board of Education. Therefore, the contract year and the starting date of the contract year shall be as stipulated in said calendar.

Said Board of Education hereby agrees to employ said teacher for the above noted term, said employment being subject to all provisions of Federal and State laws applicable thereto. Further the said Board of Education agrees to the terms of this contract and shall fulfill its responsibilities herein prescribed.

Said Board of Education further agrees to pay said teacher, for the first year of this Continuing Contract, an annual salary in the sum of _____ dollars ($_____) to be paid in twenty-four (24) equal semi-monthly installments as a(an) _____ teacher.

Said teacher may elect to participate in this agreement by signing this contract and returning one (1) copy to the office of the Board of Education by the fifteenth (15th) day of June. In doing so, the teacher indicates his agreement to the terms of the contract. Said teacher further agrees to maintain and abide by the rules and regulations adopted by said Board of Education for the government of the schools of this District, and will fulfill his responsibilities under this contract.

This agreement entered into at Wooster, Ohio, this _____ day of _____, 20____.

_____
Teacher

_____
Board of Education

APPENDIX D

BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT

SUPPLEMENTAL CONTRACT

AN AGREEMENT entered into between _____ and the Board of Education of the Wooster City School District in Wayne County, Ohio. WITNESSETH:

The Said _____ hereby agrees to serve as _____ the public schools of the Wooster City School District for the _____ school year, and further agrees to abide by and maintain the rules and regulations adopted by the Wooster City Board of Education for the government of the schools in the Wooster City School District.

IN CONSIDERATION of such services, the Wooster City Board of Education agrees to pay the sum of $_____ prorated as prescribed by the basic pay procedures.

ENTERED INTO THIS _____ day of _____, 20___.

_____
Teacher

_____
Board of Education

APPENDIX E

BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT

TEACHER'S ANNUAL SALARY NOTICE

_____, 20___

TO: _____ (TEACHER)

You are hereby notified in accordance with the provisions of the Contract existing between you and the Board of Education of the Wooster City School District that your salary for the school year _____ consisting of _____ (_____) days will be twenty-four (24) equal semi-monthly installments as a (an) _____ teacher.

_____
Teacher

_____
Board of Education

APPENDIX F

BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT

SGI LIMITED CONTRACT

This agreement entered into this _____ day of _____, 20___, by and between the BOARD OF EDUCATION OF THE WOOSTER CITY SCHOOL DISTRICT, Wayne County, Ohio, hereinafter referred to as "Board," and _____, of _____ (Address), hereinafter referred to as SGI:

WITNESSTH:

The aforesaid SGI agrees to serve in the public schools of the Wooster City School District as needed and when assigned during the _____ school year, and also agrees to abide by and maintain the rules and regulations presently adopted, or those hereinafter adopted, by said Board for the government of the schools in the District, as well as local, state, and federal laws, rules, and regulations.

Said SGI's assignment for the _____ school year will be on an as-needed basis and payment under this contract shall be computed at the rate of _____ ($_____) per hour for all assigned work completed, to be paid semi-monthly. In addition to the aforesaid compensation, this limited contract entitles the SGI to mandatory, statutory benefits.

WOOSTER BOARD OF EDUCATION

_____ By_____

SGI Treasurer

APPENDIX F-1

BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT

TITLE 1 SGI LIMITED ONE-YEAR CONTRACT
(Employees hired on or after _____, 2013)

This agreement entered into this _____ day of _____, 20__, by and between the BOARD OF EDUCATION OF THE WOOSTER CITY SCHOOL DISTRICT, Wayne County, Ohio, hereinafter referred to as "Board," and _____, of _____ (Address), hereinafter referred to as SGI:

WITNESSTH:

The aforesaid SGI agrees to serve in the public schools of the Wooster City School District as needed and when assigned during the _____ school year, and also agrees to abide by and maintain the rules and regulations presently adopted, or those hereinafter adopted, by said Board for the government of the schools in the District, as well as local, state, and federal laws, rules, and regulations.

Said SGI's assignment for the _____ school year will be on an as-needed basis and payment under this contract shall be computed at the rate of _____ ($_____) per hour for all assigned work completed, to be paid semi-monthly. In addition to the aforesaid compensation, this limited contract entitles the SGI to mandatory, statutory benefits.

The terms of this contract shall be for the school year set forth above, only, and shall expire on the final work date of that school year without further action or notice by the Board of Education, in accordance with Article 713, C. 2 of the collective bargaining agreement between the Board and the Wooster Education Association. The undersigned Title 1 SGI accordingly waives any and all rights to continued employment and acknowledges that any subsequent continued employment in that position will be for a period of one (1) year per that Agreement.

WOOSTER BOARD OF EDUCATION

_____ By_____

Title 1 SGI Treasurer

APPENDIX G

STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy 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 State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the Wooster Education Association (WEA) and in all extensions and renewals thereof. No changes to this policy which affect terms and conditions of employment may be implemented unless or until bargaining has occurred between the Board and the WEA in accordance with law and the Negotiations provisions set forth in the collective bargaining agreement between the parties.

This policy has been developed in consultation with teachers employed by the Board.

Evaluation Review and Student Growth Measures Committees

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to utilize the Evaluation Review Committee and the Student Growth Measures Committee set forth in the collective bargaining agreement with the WEA for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

"**OTES**" – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this policy, "teacher" means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226;

SGI's, Math Coaches and Title I Reading teachers providing direct instruction will be included; or

b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or

c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or

d. A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the WEA.

The Superintendent, Treasurer, and any "other administrator" as defined by ORC Section 3319.02 are not subject to evaluation under this policy

The Board may elect not to evaluate a teacher who was on leave from the District for 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 year the teacher was scheduled to be evaluated.

"Credentialed Evaluator" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a Wooster City Schools Administrator who:

a. Meets the eligibility requirements under ORC Section 3319.111(D); and

b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and

c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy. On an annual basis, the Superintendent will post that list on the Staff Intranet (HR Page) of the District website by September 1st.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"eTPES" – is the Electronic Teacher and Principal Evaluation System (eTPES) is the electronic system used by the District to report evaluation data to ODE.

"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from

assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.

"Evaluation Factors" – refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

"Evaluation Framework" – means the document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Alternative Evaluation Framework" - If the District chooses the alternative framework:

The teacher performance measure shall account for 50%;

The student academic growth measure shall account for 35%; and

The chosen alternative component(s) shall account for 15%.

"Evaluation Instruments" – refers to the forms used by the teacher's evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

"Evaluation Procedure" – the procedural requirements set forth in this policy to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy and fifty percent (50%) the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

"Student Growth" – means a unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).

"Student Learning Objectives" ("SLOs") – A measurable academic growth target that is set at the beginning of the course/term for all students or for subgroups of students to

be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.

"Shared Attribution Measures" – encompasses student growth measures that can be attributed to a group as determined in consultation with the Student Growth Measures Committee.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the district and school level based on each student's scores on state issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

"Remediation Plan" – refers to a written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address any deficiencies cited in the evidence that is gathered during walkthroughs and formal observations. The Remediation Form (See Appendix H) will be utilized for this purpose.

"Teacher Performance" – is the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

Teacher-Student Data Linkage (TSDL) – refers to the process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

a. Accomplished;

b. Skilled;

c. Developing; or

d. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

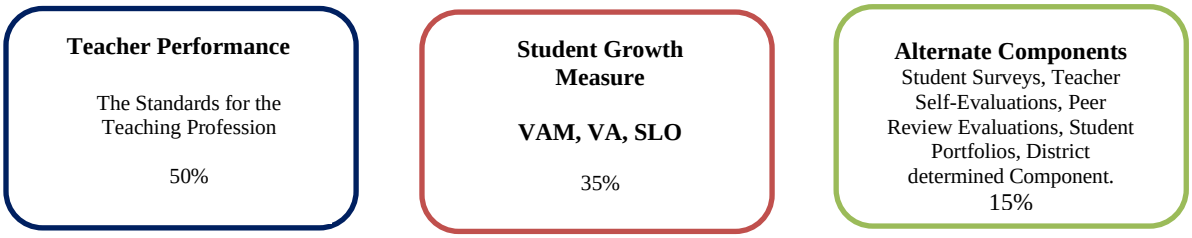
The Wooster City School District will utilize eTPES for reporting compliance with the Standards Based Teacher Evaluation process. The Superintendent shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

ALTERNATIVE FRAMEWORK OPTIONS:

An alternative framework for evaluation may be used, the teacher performance measure shall account for 50 percent, the SGM shall account for 35 percent with the remaining percentage comprised of one of the ODE approved alternate components.

Alternate Framework Options:



a. Student Surveys

b. Teacher Self-Evaluations

c. Peer Review Evaluations

d. Student Portfolios

e. Any other component determined appropriate by the Board.

1. Requests to use an Alternate Framework Option may be made by the Board or the Association. The request for the use of this option and the Alternate Component Instrument to be used will be submitted to the Evaluation Review Committee prior to May of the current school year. The Committee will meet and discuss the use (if any) of an alternative option and the proposed component and make a recommendation to the parties for concurrence with the recommendation. Should either of the parties not approve the recommendation, the evaluation of employees will be

conducted based upon the Evaluation Framework as delineated herein and under 3319.112 and Article 717 Teacher Evaluation.

2. Peer Review Evaluations

No peer review evaluations will be used unless the Board and Association agree to institute a formal Peer Assistance Review program as outlined by the Ohio Department of Education.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

a. Understanding student learning and development and respecting the diversity of the students they teach;

b. Understanding the content area for which they have instructional responsibility;

c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

d. Planning and delivering effective instruction that advances individual student learning;

e. Creating learning environments that promote high levels of learning and student achievement;

f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and

g. Assuming responsibility for professional growth, performance and involvement.

Orientation of Teachers

Not later than September 15th of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.

Formal Observation and Classroom Walkthrough Sequence

Schedule of Evaluation

All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once annually.

Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs.

A teacher who has been granted a continuing contract by the board of education and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.

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 nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth in the Appendix.

Additional Criteria for Performance Assessment

A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument (See Appendix H).

Teacher instructional performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

All results and conclusions of performance assessments shall be documented and supported by evidence.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the permission of the teacher.

Formal Observation Procedure

A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least two weeks between formal non-continuous observations (6 for teachers on a Remediation Plan), unless otherwise agreed by the teacher.

Teachers shall not receive a formal observation on a day before or after any break of more than three (3) days.

Teachers with continuing contracts who receive a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.

Teachers with a continuing contract who receive a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.

Observation Conference

All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within ten (10) working days of the scheduled observation. At

the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form (See Appendix H). The pre-observation conference may be waived at the discretion of the teacher.

A post-observation conference shall be held after each formal observation. The post observation conference shall take place within ten (10) working days following the formal observation.

The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric and/or the teacher's professional growth or improvement plan, as well as to afford the teacher the opportunity to provide additional evidence of performance, including, but not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:

1. evidence of planning;

2. lesson delivery;

3. differentiation;

4. resources;

5. classroom environment;

6. student engagement;

7. assessment; or

8. or any other component of the standards and rubrics approved for teacher evaluation.

The walkthrough shall consist of at least 3 consecutive minutes, but not more than 10 consecutive minutes in duration.

The teacher shall be provided access to the walkthrough template.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has forty-five (45) or more unexcused and or

excused absences for the school year/ or a specific class or a student who misses 22½ days/same class(es) for a one-semester class, will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1: Teachers instructing in value-added subjects exclusively[1];

A2: Teachers instructing in value-added courses, but not exclusively[2];

[1] For these teachers the entire student academic growth factor of the evaluation (i.e. 50%) shall be based on the value-added progress dimension.

[2] For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;

B2: Teachers instructing in areas with Ohio Department of Education approved vendor assessments, but not exclusively; or

C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.[3]

**A1 and A2 Teachers will be safe-harbored through the 2018-19 school year. These teachers must elect to become B or C teachers during this time*

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the District's Guidelines for Student Growth Measurement. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule. A1 and A2 Teachers will be safe-harbored through the 2018-19 school year. These teachers must elect to become B or C teachers during this time

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the

District's Guidelines for Student Growth Measurement. B teachers may also use SLO's (category B2) as part of their student growth measure.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the District's Guidelines for Student Growth

Measurement. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth in the District's Guidelines for Student Growth Measurement.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance:

[3] If used, only one "shared attribution" measure can be utilized per instructor.

Descriptive Rating	Numerical Rating
Most Effective	5
Above Average	4
Average	3
Approaching Average	2
Least Effective	1

Student Growth Measures (SGM)

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by September 30th.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 30th.

1. The SGM committee shall review all submitted SLOs by October 31st.

   Any SLO that is rejected by the SGM Committee or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by December 1 with a timeline of 15 days for the resubmittal of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

Prior to submitting the SGM results to the designated evaluator, the teacher may request that the SGM Committee review the results for the sole purpose of verifying accuracy. If any teacher believes the SGM result is inaccurate, s/he shall notify the Superintendent or his/her designee within ten (10) calendar days of the date of the notice. In the event of a verified inaccuracy the district will correct the inaccuracy.

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level.

The District may use shared attribution SGM scores as determined in consultation with the SGM Committee.

Job sharing arrangements: The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.

Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon criteria determined by the ODE.

Evidence provided by the teacher and gathered by the evaluator during the pre-conference, formal observations, walk-throughs and post-conference will be used by the credentialed evaluator when applying the Performance Rubric. All monitoring or observation of teacher work performance for purposes of the observation documents shall be conducted openly and with full knowledge of the teacher. A teacher may provide evidence to the Credentialed Evaluator including, but not limited to, student information

affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work.

Student Growth		Performance		Final Summative Rating	
• Most Effective (5)	600	• Accomplished (4)	600	• Accomplished	500-600
• Above Average (4)	400	• Skilled (3)	400	• Skilled	300-499
• Average (3)	300				
• Approaching Average (2)	200	• Developing (2)	200	• Developing	100-299
• Least Effective (1)	0	• Ineffective (1)	0	• Ineffective	0-99

If the Alternative Framework is chosen as set forth herein, reference must be made to ODE criteria for ratings

Response to Evaluation

The final evaluation rubric and the final summative rating of teacher effectiveness form are to be signed off on (using pin) in eTPES. The electronic signatures indicate only that the forms were seen by the teacher and administrator, not necessarily agreement with the contents.

The teacher shall have the unfettered right to attach any comments regarding the observation or evaluation summary to the written forms as long as any written response is provided within ten (10) days of receipt by the teacher. Such written response shall become a part of the written observation or evaluation summary form and shall 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 shall be advised of an impending adverse personnel action.

Professional Growth Plans and Professional Improvement/Remediation Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

A. Teachers whose final summative rating is "Accomplished" will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."

B. Teachers whose final summative rating is "Skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form."

C. Teachers whose final summative rating is "Developing" will develop a professional growth plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional growth plan, utilizing the components set forth in "Teacher Evaluation Form."

D. Teachers whose final summative rating is "Ineffective" will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

E. Any classroom teacher who receives one (1) Ineffective ratings in any one or more of the seven (7) areas assessed during a formal observation may be placed on a remediation action plan targeted to the deficient areas. The teacher with deficiencies noted will be provided reasonable and specific goals for improvement and reasonable District resources to assist the teacher given at least six (6) weeks to implement a remediation action plan

Both Improvement plans and remediation plans shall include:

1. Identification of the specific areas for improvement of performance deficiencies and/or student growth;

2. Identification of the specific expectations for each area of improvement that has been identified;

3. Specify the developmental level of performance the teacher is expected to improve;

4. Allows a sufficient time to allow remediation of the performance deficiencies;

5. Identification of guidance and support needed to help the teacher improve;

6. The Credentialed Evaluator, with input from the teacher to be placed on an improvement or remediation plan, may identify a support teacher (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the resident educator); and

7. Identification of relevant education or professional development needed to improve identified areas.

8. A teacher receiving a remediation plan based upon deficiencies per E. above noted during the second observation may start and complete the remediation plan during the next school year.

Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

The Board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this policy and in accordance with the Ohio State Board of Education's statewide evaluation framework. The Board's plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of a Collective Bargaining Agreement.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the WEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3319.26, 3319.58, 3333.0411 A.C. 3301-35-03(A)

APPENDIX H

Ohio Teacher Evaluation System | **Self-Assessment**

Self-Assessment Summary Tool

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

Name _____

Date _____

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Pre-Observation Planning and Lesson Reflection Resource Questions

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

INSTRUCTIONAL PLANNING

FOCUS (Standard 4: Instruction)
- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

ASSESSMENT DATA (Standard 3: Assessment)
- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS
(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)
- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

KNOWLEDGE OF STUDENTS (Standard 1: Students)
- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)
- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)
- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

RESOURCES (Standard 2: Content / Standard 4: Instruction)
- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT
(Standard 1: Students / Standard 5: Learning Environment)
- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

ASSESSMENT OF STUDENT LEARNING
(Standard 3: Assessment)
- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning / achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)
- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)
- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**FOCUS FOR LEARNING (Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
INSTRUCTIONAL PLANNING	**ASSESSMENT DATA (Standard 3: Assessment)** *Sources of Evidence:* Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson. The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems. The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**KNOWLEDGE OF STUDENTS (Standard 1: Students)** *Sources of Evidence:* Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences..	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information. The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
	Evidence				

INSTRUCTION AND ASSESSMENT					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Formal Observation Classroom Walkthroughs/ Informal Observations	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking. The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion. The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques. The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator
	Evidence				
INSTRUCTION AND ASSESSMENT	**DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
	Evidence				

INSTRUCTION AND ASSESSMENT					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**RESOURCES (Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	Evidence				

INSTRUCTION AND ASSESSMENT						
		Ineffective	**Developing**	**Skilled**	**Accomplished**
NSTRUCTION AND ASSESSMENT	**CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments. There are no evident routines or procedures; students seem unclear about what they should be doing or are idle. Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged. The teacher creates a learning environment that allows for little or no communication or engagement with families. Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being. Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle. The teacher transitions between learning activities, but occasionally loses some instructional time in the process. The teacher welcomes communication from families and replies in a timely manner. Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students. Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom. Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work). The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning. A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident . Monitoring of student behavior is consistent, appropriate, and effective.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress. Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom. Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations. The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development. A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
	Evidence				

INSTRUCTION AND ASSESSMENT						
		Ineffective	**Developing**	**Skilled**	**Accomplished**
NSTRUCTION AND ASSESSMENT	**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)** *Sources of Evidence* :Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	The teacher does not routinely use assessments to measure student mastery. The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion. The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding. The teacher does not provide students with feedback about their learning.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information. The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students. Students receive occasional or limited feedback about their performance from the teacher.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles. The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification. The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students. The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles. The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept. By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class. The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.
	Evidence				

PROFESSIONALISM					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONALISM	**PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)** *Sources of Evidence:* Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues. The teacher fails to understand and follow regulations, policies, and agreements. The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome. The teacher understands and follows district policies and state and federal regulations at a minimal level. The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies. The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations. The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities. The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom. The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.
	Evidence				

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

☐ **Self-Directed**

☐ **Collaborative** Teacher Evaluator

Annual Focus These are addressed by the evaluator as appropriate for this teacher.	**Date** Record dates when discussed	**Areas for Professional Growth** **supports needed, resources, professional development** Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
Goal 1*: Student Achievement/Outcomes for Students* *Goal Statement:* *Evidence Indicators:*		
Goal 2 *: Teacher Performance on the Ohio Standards for the Teaching Profession* *Goal Statement:* *Evidence Indicators:*		

Evaluator Signature **Date** **Teacher Signature** **Date**

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance*

☐ The Improvement Plan should continue for time specified:

☐ Dismissal is recommended.

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

Post Conference Planning

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.

  1.

  2.

  3.

- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.

  1.

  2.

  3.

Four Key Elements of the Instructional Post-Conference

Conducting the Post-Conference: To be discussed at Day 3 Training prior to conducting the post-conference

1. Introduction/Greeting/Establish Length

   - Review Conference Process
   - General Impression Question

   - "How do you think the lesson went?"

2. Reinforcing the Teacher

   - Identify an area of Reinforcement (ONLY one area)
   - Ask Self-Analysis Question
   - Provide evidence from notes

3. Refining the Teacher's Skill:

   - Identify an area of Refinement (ONLY one area)
   - Ask Self-Analysis Question
   - Provide evidence from notes
   - Give a recommendation for future practice

4. Present evidence and rating connected to the rubric

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- "Gotcha" opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers' summative performance rating: *ineffective, developing, skilled or accomplished*.

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

Informally Observe As Often As You Can

The principal's presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon.*

Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

Make Time to Follow Up

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

Teacher Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

Informal Observation: General Form

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

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

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Instruction is developmentally appropriate	☐ Lesson content is linked to previous and future learning
☐ Learning outcomes and goals are clearly communicated to students	☐ Classroom learning environment is safe and conducive to learning
☐ Varied instructional tools and strategies reflect student needs and learning objectives	☐ Teacher provides students with timely and responsive feedback
☐ Content presented is accurate and grade appropriate	☐ Instructional time is used effectively
☐ Teacher connects lesson to real-life applications	☐ Routines support learning goals and activities
☐ Instruction and lesson activities are accessible and challenging for students	☐ Multiple methods of assessment of student learning are utilized to guide instruction
☐ Other:	☐ Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

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

Informal Observation: Open-Ended Form

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

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

TIMES	OBSERVATIONS

Evaluator Summary Comments:

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

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating **(Holistic Rating using Performance Rubric)**				
Areas of reinforcement/ refinement:				

Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH
Student Growth Measure of Effectiveness			
Areas of reinforcement/ refinement:			

Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

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

APPENDIX I

BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT

EVALUATION FORM

Name _____ Date _____

The evaluation report which follows includes the appraisal of the employee to date.

PHILOSOPHICAL STATEMENT

The primary purpose of the evaluation process of the Wooster City Schools is to motivate and support staff in providing the best educational opportunities for students. Further, it is the intent to recognize personnel performance that adheres to the mission and philosophy of the District.

FEEDBACK

	Date	Time	Class	Date
Observation 1)				
Data:				
2)				
3)				

Date of Evaluation Conference _____

		Meets Expectations	Below Expectations
		(or N/O = Not Observed)	
I.	**METHODOLOGY AND PRESENTATION**		
A.	Encourages an atmosphere that fosters student involvement.		
B.	Utilizes effective techniques.		
C.	Demonstrates a clear understanding of the content being presented.		
D.	Uses a variety of methods, materials and activities when appropriate.		
E.	Presentations are clearly delivered to the students.		
F.	Is aware of and addresses variations in learning styles.		
G.	Recognizes and reinforces student responsibility in the learning process.		
H.	Encourages critical and creative thinking on the part of students.		
I.	Encourages the development of students' problem solving skills.		

COMMENTS:

		Meets Expectations	Below Expectations
		(or N/O = Not Observed)	
II.	**STUDENT – EDUCATOR REALATIONSHIPS**		
A.	Serves as a positive role model for students.		
B.	Demonstrates an understanding of student concerns.		
C.	Shows proper degrees of consistency when dealing with students.		
D.	Respects individual differences in abilities and learning styles.		
E.	Appropriately responds to factors to human diversity.		
F.	Helps students achieve a positive self-concept.		

COMMENTS:

	Meets Expectations	Below Expectations
	(or N/O = Not Observed)	

III. ORGANIZATIONAL AND MANAGEMENT SKILLS

A.	Is flexible.		
B.	Effectively manages the behavior of students.		
C.	Resourceful in the use of time and materials.		
D.	Clearly outlines and executes long-term and short-term educational objectives.		
E.	Properly utilizes the amount of time that the student is on task.		
F.	Effectively plans for work on a daily basis.		
G.	Continually evaluates student progress and provides timely feedback.		
H.	Encourages students to work cooperatively as well as on an independent basis.		

COMMENTS:

		Meets Expectations	Below Expectations
		(or N/O = Not Observed)	
IV.	**PROFESSIONAL RESPONSIBILITIES**		
A.	Appropriately interacts with parents and/or community members.		
B.	Effectively communicates and works with colleagues.		
C.	Perseveres to accomplish desired goals.		
D.	Assumes responsibility for professional growth.		

COMMENTS:

SUMMARY

Signature of Evaluator

*Signature of Employee

*NOTE: The above signature does not indicate agreement with points as evaluated, but only acknowledges that the employee did receive a completed copy of this evaluation.

REMEDIATION ACTION PLAN

Competency	Action Steps For Improvement	Initial Plan Conference Principal & Teacher Initials	Final Plan Conference Principal & Teacher Initials	Target Date(s)

Principal: _____ Date: _____

Teacher : _____ Date: _____

Administrator Guidelines:

- Provide a reasonable amount of time for improvement
- Provide reasonable and specific goals for improvement
- Provide the necessary district resources for improvement (may include forms or other tools, dialogue with peers, classes, professional development, release time, etc)

APPENDIX J

BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT

LITERACY COACH PROGRAM

I. DEFINITION OF LITERACY COACH

A Literacy coach is a reading specialist who focuses on providing professional development for teachers by giving them the additional support needed to implement various instructional programs and practices.

II. GOALS OF THE PROGRAM

The Literacy Coach Program, which is designed to improve student achievement, has three goals:

A. Support teachers with successful development and implementation of balanced literacy framework.

B. Facilitate the culture of literacy in Wooster City Schools.

C. Encourage professional growth of all teachers.

III. LITERACY COACH QUALIFICATIONS

A. Literacy Coaches must meet the following qualifications:

- Ohio licensure in early childhood or elementary education, 4-9 or 7-12 ELA;
- Have four (4) years' experience teaching in the classroom;
- Reading endorsement and master's degree in literacy preferred;
- Expectation to become credentialed within 3 years, if not already;
- Deep knowledge of reading, writing, and literacy development;
- Strong interpersonal skills (communication, problem solving, conflict management, collaboration, trustworthy) provide advice, mentoring, and coaching
- Possess proven leadership skills;
- Possess outstanding organizational skills;
- Willingness to travel;

- Willingness to commit to morning/evening events such as literacy nights, community engagement, professional development, and other activities;

- Orton Gillingham Multisensory Training, or willingness to complete this training and support implementation;

- Understanding of research to support balanced literacy, Reading Workshop, and Writing Workshop;

- Deep understanding of standards, including extended standards and learning progressions;

- Desire to continue career improvement.

B. Literacy Coaches must have the knowledge, skills, attitudes, values, and professionalism for becoming a Literacy Coach. The specific criteria for Literacy Coach selection are:

1. Prerequisite Knowledge

a. A Literacy Coach needs to have thorough understanding of learning theories, child growth and development.

b. A Literacy Coach needs to have a knowledge of the Wooster community and students.

c. A Literacy Coach should possess a clear understanding of school policies, procedures, routines and the Master Contract.

d. A Literacy Coach should have an above average knowledge of the targeted curricular area.

e. A Literacy Coach should have general knowledge in other subject areas.

f. A Literacy Coach will know what instructional resources are available to assist classroom teachers and must be willing to research and locate other resources.

2. Prerequisite Skills

a. A Literacy Coach should possess a wide variety of effective instructional skills.

b. A Literacy Coach must have good general communication skills including being a good listener and being able to clearly

express ideas and feelings to individuals, small groups and in large group presentations.

c. A Literacy Coach should have a history of interacting and working well with others.

d. A Literacy Coach must have skills in planning, organizing and managing work.

e. A Literacy Coach should be a problem solver, able to define a problem, identify general alternatives for solving the problem, and to assist in choosing logical alternatives and implementing and evaluating the chosen solution.

f. A Literacy Coach must be willing and available to assist in implementing solutions, evaluating the successes and refining or revising as necessary.

g. A Literacy Coach must exhibit general leadership skills, even if not previously assigned a formal leadership role.

h. A Literacy Coach will have to learn a wide variety of new knowledge and skills to match specific techniques to different individuals and situations; therefore, the Literacy Coach must possess high level learning and thinking skills.

3. Prerequisite Attitudes, Values and Personal Characteristics

a. A primary characteristic for being a Literacy Coach is dedication to the teaching profession.

b. A Literacy Coach must have concern for classroom teachers and be willing to expand time and energy supporting them.

c. A Literacy Coach must demonstrate a reasonable high level of self-confidence in assuming the Literacy Coach role.

d. A Literacy Coach must have personal and professional respect for teachers.

e. A Literacy Coach should be interested in facilitating rather than controlling.

4. Prerequisite Professionalism

a. A Literacy Coach should be able to demonstrate and communicate an awareness of issues that advance the

stature of his/her teaching area, as well as public education in general.

b. A Literacy Coach should be knowledgeable about sources of professional growth, such as college classes, organizations, programs and workshops.

c. A Literacy Coach should maintain membership and activity in professional education organization.

IV. SELECTION PROCESS

A. All certified/licensed staff will be made aware of the program prior to Literacy Coach selection.

B. Any teacher can volunteer himself/herself to be a Literacy Coach.

C. The applicant teacher must submit three (3) references to the Literacy Coach Committee on the Literacy Coach Reference Form. One of these must be the applicant's Principal.

D. A Literacy Coach Committee composed of eight (8) members will be established. Four (4) members will be classroom teachers appointed by the Association and four (4) members will be administrators appointed by the Superintendent. An effort will be made to select member's representative of diverse buildings and grade levels.

E. Upon receiving the applications for Literacy Coach, the Literacy Coach Committee will interview the candidates and select potential Literacy Coaches who will be recommended to the Superintendent.

F. If a member of the Literacy Coach Committee applies to be a Literacy Coach, he/she will withdraw from the selection process as the Association will appoint a replacement Association member to become a regular member of the Committee. If she/he is not selected, he/she will return as a Committee member.

G. Those chosen by the Literacy Coach Committee will be notified in writing that they will be a Literacy Coach. If a Literacy Coach vacates the position, he/she will return to his/her original classroom or similar position . Applicants who were not selected will also be notified in writing by the Committee.

H. The Literacy Coach selection will continue each year if there are Literacy Coach vacancies.

I. Whenever possible, Literacy Coaches will be selected by the end of the previous school year. When this is not possible, Literacy Coaches will be selected during the summer.

V. ASSURANCES

A. Those chosen by the Coach Committee will be notified in writing that they will be a Literacy Coach.

B. The District will commit to necessary financial support for the Literacy Coach(es) including materials, equipment, and attendance at appropriate conferences and workshops.

C. The Literacy Coach Committee will continue as the oversight and steering committee and will meet every other month throughout the school year.

VI. PROGRAM EVALUATION AND REVISION

A. The Literacy Coach(es), building principals, and other appropriate staff members and the Literacy Coach Committee will evaluate the Literacy Coach Program at the end of each school year by responding to the questions/statements on the appropriate evaluation forms and submitting them to the Literacy Coach Committee.

B. The Literacy Coach Committee will review the completed evaluation forms and other data and make necessary recommendations at the end of the first year of the program to the Association and the Administration. Program revisions will be documented through the attachment of an addendum to the original program or through the creation of a new program plan.

C. Literacy Coaches, Principals, and the Literacy Coach Committee will be expected to maintain confidentiality and will not violate this confidentiality by revealing or asking for information to be used in any teacher's or Literacy Coach's evaluation.

APPENDIX K

JOB DESCRIPTION:
LITERACY COACH

NOTE: This is a certified/licensed staff position on the teachers' work calendar and compensated on the teacher's salary schedule. These days will not at all times coincide with the teachers' contract or school day. There are no paid vacation days or holidays.

SPECIFIC DUTIES:

Provide individualized teacher and grade level team support to implement consistent best teaching practices in the school district. This will include modeling of strategies and lessons in the classroom.

Assist teachers in designing and implementing lesson plans and assessments that reflect the use of best practices for the purpose of providing instruction that will increase academic achievement.

- Establish rapport as a helping person.
- Help teachers to identify most immediate and pressing needs in the designated curricular area.
- Help with ways to organize and manage the classroom.
- When invited to do so by the classroom teacher, observe teaching and provide nonevaluative feedback related to areas of instruction and classroom management. It is not the responsibility of the Literacy Coach to formally evaluate any staff member. This is the responsibility of the building principal.
- Participate in teacher based team meetings.
- Create and implement district scope/sequence and assist with lesson planning.
- Create and implement professional development opportunities for teachers.
- Organize and facilitate engagement for community volunteers and parents with a focus on literacy.
- Work with administrators and teachers to collect and analyze data, interpret and use it to guide instructional decisions.
- Works with staff and administrators to assist in the delivery of instruction to students in all subgroups within the school for the purpose of insuring adequate academic growth.

- Coordinate and work collaboratively with reading teachers and support Title I programming, including Title I compliance measures

- Participate fully in professional development opportunities and professional research and share with administrators/teachers

- Conduct research in literacy, synthesize research studies in current literature and identify best practices.

- Promote professionalism.

- Research and recommend instructional materials and methods that may be of greatest value to the classroom.

- Assist in the evaluation of the various aspects of the Literacy Coach Program.

REPORTS TO: Director of Curriculum and Instruction

The Wooster City School District is committed to and guided by the principles of equal opportunity. We strive to develop a workforce which represents an equitable distribution of ethnic pluralities, genders, and persons with disabilities. Minority candidates are encouraged to apply and voluntarily identify themselves.

APPENDIX L

BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT

LITERACY COACH REFERENCE FORM

Teacher's Name:

Grade/Subject: _____ Building _____

The above named teacher is applying to be a Literacy Coach with the Wooster City Schools. Your honest responses on this reference form will help the Literacy Coach Committee in the selection process. Please return this form to Directors of Elementary or Secondary Education before July 14.

Please rank the candidate in the following areas on a scale of 1 through 5

5 = Outstanding 1 = Weak or N.O. = Not Observed

— Teaching Performance
— Communication Skill
— Interacting and working well with others
— Skills in planning, organizing, and managing work
— Creativity
— Knowledge of Wooster community and students
— Dedication to the teaching profession
— Accepting of new ideas, practices, procedures, and routines
— Relationship with students
— Skill as a listener
— Maintenance of confidentiality
— Knowledge of subject matter
— Control of emotions, self-control
— Classroom management
— Positive effect on the lives of the students
— Awareness of current issues and trends in education
— Stamina
— Acceptance of each student as an individual
— Knowledge of sources of professional growth (classes, programs, organizations, workshops)
— Rapport with fellow staff members
— Sense of humor
— Ability as a problem solver
— High expectations of self and others
— Knowledge of curriculum and courses of study
— Leadership skills
— Personal commitment to lifelong learning
— Knowledge of instructional resources
— Concern for Entry-Year Teachers
— Willingness to help colleagues

1. How long have you known this teacher?

2. Would you recommend this teacher as a Literacy Coach?

3. If recommended, why do you feel this teacher would be a successful and effective Literacy Coach?

4. What are the personal attributes and strengths of this teacher that will enhance his/her ability to be a successful Literacy Coach?

5. Additional comments

Name _____

Date _____

Position _____

Building _____

APPENDIX M

BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT

LITERACY COACH PROGRAM
APPLICATION FORM

Name _____

Present position and building assignment _____

Present positions held in Wooster and/or other districts (please specify subjects, grades, buildings, and districts):

Total number of years teaching _____

Number of years teaching in Wooster _____

Are you under a continuing contract? _____ Yes _____No

Leadership and service experience:

- Membership in professional organizations
- Committee Participation
- Co-Curricular Involvement

Please describe the prerequisite knowledge you have that would make you an effective Literacy Coach.

Please describe the prerequisite skills that you possess that would make you an effective Literacy Coach.

Please describe the prerequisite attitudes, values, and personal characteristics that would make you an effective Literacy Coach.

Please describe the prerequisite professionalism that you demonstrate that would make you an effective Literacy Coach.

Why do you want to become a Literacy Coach?

What additional strengths do you have that would help you in your role as a Literacy Coach

APPENDIX N

Wooster City Schools
Continuing Contract Intent Tenure Checklist

Name: _____ Building: _____ Assignment: _____

Staff will submit a Continuing Contract Intent form by September 30 to be considered. Staff will provide all Continuing Contract documentation to the superintendent's office by April 1.

Eligibility for Continuing Contract status:

1. I have held an educator license for at least seven years or held one prior to 1/1/2011. ☐ YES ☐ NO
2. I hold a professional, permanent, or life certificate. ☐ YES ☐ NO
   If yes, which one: _____
3. a) I hold a 5-year license ☐ YES ☐ NO

   AND

   b) My Master's Degree was held at the time initially receiving my certificate or license **and** I have six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license. ☐ YES ☐ NO
      i) Date of initial certificate/license (copy attached): _____
      ii) Date I received my Master's Degree: _____
      iii) Date I completed at least 6 semester hours: _____
      iv) Transcript copies are attached: ☐ YES ☐ NO

   OR

4. I hold a 5-year license ☐ YES ☐ NO

   AND

5. I did not have my Master's Degree at the time initially receiving my certificate or license; however I do have 30 semester hours of coursework since the initial issuance of my certificate/license. ☐ YES ☐ NO
      i) Date of initial certificate/license (copy attached): _____
      ii) Date I completed at least 30 semester hours: _____
      iii) Transcript copies are attached: ☐ YES ☐ NO

   AND

6. I have taught at least 3 out of the 5 years in Wooster City Schools ☐ YES ☐ NO

   OR

7. a) I attained a Continuing Contract status in another Ohio district (verification attached) ☐ YES ☐ NO

   AND

   b) I have worked in the Wooster City Schools for at least 1 year ☐ YES ☐ NO
8. a) I attained a Continuing Contract status in another Ohio district (verification attached) ☐ YES ☐ NO

   AND

   b) I have worked in the Wooster City Schools for at least 2 years ☐ YES ☐ NO

I assert that the above information is true, and I am eligible for a Continuing Contract.

_____ _____
Teacher's signature Date:

I have received a copy of the request for Continuing Contract.

_____ _____
Principal's signature Date:

The district has received your request for Continuing Contract.

_____ _____
Superintendent's signature Date:

Board Approval Date: _____ ____ Continuing Contract____Extended Limited Contract ____Non-Renewal

APPENDIX O

WHS Scheduling Process

November

- Work in collaboration with departments through department chairs to make edits to the course selection guide.

December

- Present the course selection guide to the Board of Education.
- After Board approval, communicate the course selection guide to families and students . Additionally, we will provide students with the course selection sheet.

January

- Class presentations on courses and electives.
- Class selection sheets due by the end of the third week in January.
    - Recommended student placement lists can be provided from the departments to the guidance counselors.
    - Teachers will not sign student selection sheets.
- Preliminary requests will be entered by counselors by the end of the fourth week in January.

February

- By the end of the first week in February, departments will receive numbers of requests, proposed sections, and projected average class sizes on a spreadsheet.
- Departments will have time to work collaboratively to develop a proposed schedule, which will be presented by the department chair at a department meeting to administration by the third week of February.
    - Recommended student caps and justifications for section counts will be discussed at this time with administration.
- Administration will strongly consider the department's proposed schedule and teacher's individual preferences, but will have the final decision in the placement of course sections on a teacher's teaching assignments.
- A proposed master schedule will be given to the records secretary to enter into DASL no later than the last week in February.

March

- The records secretary will enter the master schedule into DASL by the end of the first week in March.
- Beginning the second week in March, administration and counselors will work together to arrange the master schedule to resolve as many conflicts as possible.
- A tentative Master Schedule will be established by the end of the second week in March.
- Administration will work collaboratively with counselors and intervention specialists to establish a process to hand-schedule students.
- Beginning once the tentative Master Schedule is established, counselors and intervention specialists will work to place students into inclusion courses per the agreed upon process. Before this can occur, transition meetings must take place between Intervention Specialists and tentative caseloads will need to be established. This will be completed by the end of March.

April

- Beginning April 1st, “Batch Scheduler” will be rerun to place students in sections.
- By the end of the first week in April, a finalized schedule will be completed.
- Between the second and fourth weeks in April, counselors will work with administration to schedule students and resolve conflicts. Special attention will be made to level classes as much as possible.
- The master schedule will be released to the staff officially by the end of April.

Items to consider when assigning teachers to sections

- There will not be a requirement that every teacher teaches an on-level 9th or 10 grade course.
- Teachers will not be assigned more than 3 on-level sections of 9th or 10th grade courses without voluntary consent.
- There is no limit to the AP/CCP/Honors or on-level 9th or 10th grade courses a teacher can elect to teach.
- The number of co-teachers partnered with Intervention Specialists will be limited.
- Prep counts will be attempted to be kept at 3 or less, with 2 being ideal, except for special circumstances.

- In the event that a course is desired to be taught by multiple teachers and the teachers in question are at an impasse on who should teach a course, the administration reserves the right to assign the course and will consider factors such as: qualifications, seniority, number of preps, and previous teaching experience.

- Each department shall create a plan that ensures each department member has a voice in the scheduling process prior to the creation of the proposed schedule.

CONSENSUS STATEMENT
EMPLOYMENT OF TITLE 1 TEACHERS

The parties reached consensus in discussion of issues relating to the employment of certain “Title I” reading teachers. On an annual basis, as a result of Title I funding, the District has historically employed Title I reading positions to provide supplemental services to students as contract substitutes, to allow for flexibility in staffing. The Board recognizes these teachers as full-fledged members of the bargaining unit and will continue to encourage those interested to apply for any open positions in areas for which they are properly certified/licensed through the use of intent sheets. These employees will also receive notification of vacancies.

CONSENSUS STATEMENT
RECOGNIZING THE WEA

In the successor agreement negotiations in 2016, consensus developed around the value of the Wooster Education Association to the Board as a critical partner in meeting the mutual goal of enhancing positive outcomes for the students of our District. However, it was recognized that relations between the WEA and the Administration have been less than optimal over recent years, particularly in the area of open communication. In order to proactively address these developments, the parties agreed that for the term of this successor agreement, ending on July 31, 2019, the WEA President or his/her designee, will be provided with 5 - 10 minutes during any scheduled Convocation Day programming for the purpose of valuing and inspiring the certificated/licensed staff. In addition, the parties agreed to re-visit and reformulate the Labor Management Committee with the assistance of the Federal Mediation and Conciliation Service (FMCS) or mutually agreed upon alternative in July of 2016. Beyond this, and beginning at the outset of the 2016-2017 contract year, there will be scheduled leadership/communications meetings at least twice per month between the Superintendent and one (1) designee and the WEA President and one (1) designee, with the mutual understanding that these meetings are not intended to be at the expense of regular, ongoing communication.

CONSENSUS STATEMENT
ASSOCIATION RIGHT TO COMMUNICATE (2019)

The parties are in agreement that the Association has the right to make announcements at general staff meetings, building meetings and District meetings after such meetings have formally come to their conclusion. The parties are in agreement that the Association has the right to use the public address system for Association announcements, subject to building procedures.

The parties are in agreement that the Association shall have access to employee mail boxes and other facilities where mail is received and the use of the District's mail and email distribution systems.

Duly authorized representatives of the Association and its affiliates may transact Association business on the Employer's property any time before or after the regular workday, provided that such business does not interfere with the assigned duties of an employee.

CONSENSUS STATEMENT
BARGAINING UNIT INFORMATION (2019)

The parties agreed that there is non-sensitive personal information of bargaining unit members currently collected and maintained by the District. The District amicably agreed to electronically sharing as much of the following information as possible with the Association on an annual basis. This bargaining unit members' information includes, but is not limited to, the following:

- Name
- Home address
- All phone numbers provided to the District
- Work site
- Grade level and/or assignment
- Date of hire
- Seniority date
- Full-time equivalent (FTE) status
- Employment status (e.g. limited contract, continuing contract)
- Type of credential (e.g. provisional, professional, permanent)
- An indication of whether the bargaining unit member is participating in payroll deduction of Association dues

The parties agreed that the District Treasurer and Association President shall periodically meet to discuss the format in which said information can and shall be shared by the District with the Association, and if any additional similarly non-sensitive information can be shared by the District with the Association.

CONSENSUS STATEMENT
CLASS SIZE (2019)

The Wooster Education Association and the Wooster City School District Board of Education acknowledge the impact class size has on the educational process and outcomes of students. Both are committed to working together in support of appropriate class sizes.

CONSENSUS STATEMENT
PROFESSIONAL DEVELOPMENT AND SUPPORT (2019)

The parties agreed that there is a mutual desire to continue engaging the whole workforce with professional development regarding the growing and diverse trauma-based needs of the student population.

Furthermore, the parties agreed that there are unique environments and challenges within each worksite that dictate the necessity of site-based solutions. The worksites shall collaboratively work with their respective Administrators and bargaining unit members to develop behavior support programs that work specifically for their cultures, employees and students.

CONSENSUS STATEMENT
RIGHT TO PRIVACY FOR MOTHERS (2019)

The parties agreed that mothers who must rely on pumping at work to fulfill the needs of their child(ren) have a right to uninterrupted privacy. The parties recognize the difficulty inherent to establishing a permanent or semi-permanent dedicated location for any employee who wishes to pump at any work location. The parties agreed that they can work collaboratively with the teacher(s) affected, principal, school administrators and Association leadership to establish locations, protocols, and schedules to ensure uninterrupted privacy for those who wish to pump at work.

The parties agreed that if there are continuing issues after such locations, protocols and schedules have been collaboratively established, that the Labor-Management process shall work to address them.

CONSENSUS STATEMENT REGARDING DISTRICT CELL PHONE POLICY (2022)

The Board and the Association recognize that student use of cell phone during the school day can cause disruptions to the learning environment, but may also bring some benefits in terms of access to schoolwork and curricular materials. The Board will solicit the Association's input regarding current Board Policy 5136 and will consider all Association input for the purpose of updating Policy 5136. The ultimate goal of Policy 5136 shall be to best promote a safe, positive and inclusive learning and working environment in the District. The parties agree and understand that the Board has ultimate authority to set Board Policies.

CONSENSUS STATEMENT REGARDING
PRESCHOOL AND KINDERGARTEN STARTING AGE (2022)

The Board and the Association agree that children should reach a certain level of competency with their motor skills, language abilities, and social and emotional skills before entering preschool and prior to moving on to curricular activities in kindergarten. The parties will engage in on-going conversations to develop criteria and rationale for appropriate skill sets and age requirements for both preschool and kindergarten admittance.

CONSENSUS STATEMENT COLLABORATION BETWEEN ADMINISTRATION AND STAFF IN GRADE LEVEL/DEPARTMENT MEETINGS (2022)

Teachers and administrators are responsible for constructing a culture of collaboration in their schools and ultimately, the facilitation of collaboration will impact students' academic achievement. Administrators can assist teachers' collaborative instructional design and delivery efforts by allowing teachers to focus on collective expertise development and dissemination, implementation strategies, and the development of assessment expertise. In addition, collaboration can result in more efficient use of planning time, pooled resources, and sharing of effective practices, which can increase productivity and satisfaction.

The administration will ensure that grade level and department team meetings foster the concept of collaboration and allow for these teaching teams to develop and implement the best practices necessary for student success while at the same time increasing staff morale and satisfaction.

SIDE LETTER - NEW BUILDING ASSIGNMENT

[THIS SIDE LETTER AGREED TO BY THE PARTIES NOVEMBER 23, 1993.]

TO WIT:

When the Board opens a new building or when the Board reassigns a bargaining unit member to a new building or new classroom, the Board will be responsible for moving the contents of that person's room/office. At the person's request, the Board will also be responsible for packing equipment and text books.

FOR THE WOOSTER EDUCATION ASSOCIATION

/s/Richard C. Schneider
Richard C. Schneider

FOR THE WOOSTER BOARD OF EDUCATION

/s/ H. Doyle Davidson
H. Doyle Davidson

SIDE LETTER - STUDENT DAY SCHEDULES (2022)

The Board and the Association agree that the following schedules will be implemented for the student day in each of the District's buildings:

School	Start	End
Wooster High School	8:05	2:33
Edgewood Middle School	7:50	2:18
Elementaries	9:05	3:30
Preschools	No change from 2021-22 school year	

SIDE LETTER - STUDENT DISCIPLINARY PROCEDURE (2025)

The parties agree that they will create a formal document outlining the District's process which includes, among other things, student disciplinary timeframes, communication procedures, and points of contact throughout the disciplinary process.

SIDE LETTER - ACCOMMODATION SUMMARIES (2025)

The parties agree that intervention specialists (for IEP students) and guidance counselors (for 504 students) will fill out accommodation summaries at the start of the 2025-26 school year, and upon completion of each student's annual review. The summary shall be on a form mutually agreed upon by the Administration and the Union, and will, at minimum, include each student's accommodations and modifications. The Administration will be responsible for ensuring each general education teacher gets the accommodation/modification list for each of their students. The parties agree that having intervention specialists and guidance counselors provide such accommodation/modification summaries is not a violation of Section 735(C) of the contract.

— NOTES —