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Master Agreement

BETWEEN

WEST MUSKINGUM LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

AND

WEST MUSKINGUM EDUCATION ASSOCIATION

July 1, 2025 – June 30, 2028

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ARTICLE 1 RECOGNITION AND NEGOTIATIONS PROCEDURE

A. RECOGNITION

1. The West Muskingum Local School District Board of Education ("Board") hereby recognizes the West Muskingum Education Association, affiliated with the OEA/NEA ("Association" or "WMEA") as the sole and exclusive bargaining representative, for the purposes of and as defined in Ohio Revised Code ("ORC") Sections 4117.03, 4117.04(A) and 4117.04(B), for all regular full-time and part-time professional non-supervisory personnel employed by the Board. Exclusive recognition means that the Board will not deal with any other organization or individual in a manner or for a purpose inconsistent with the terms of this Agreement.

2. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendent, principals, supervisors, and other administrative personnel as defined in ORC Section 4117.01, and non-licensed/certificated employees.

B. NEGOTIATIONS PROCEDURE

1. The parties agree to bargain in good faith. This bargaining obligation requires that the parties meet at reasonable times and confer with a willingness to react to each other's proposals in an attempt to reach agreement pursuant to this Article. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

   The sole purpose of this Negotiations Procedure is to assure discussion between representatives of the Board and the Association on subjects of negotiation. Compliance with the procedures set forth in this Article shall constitute the full performance contemplated by the parties as a predicate to the Board's determination of any issue, which may be subject to negotiation.

2. Negotiations shall be conducted by teams representing the respective parties. Each team may consist of no more than (5) persons.

3. Those subjects which shall be considered for negotiations shall include wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of this Agreement.

4. Either party desiring to negotiate concerning subjects of negotiation shall notify the other party in writing not less than seventy-five (75) days before this Agreement expires.

   a. Written notification initiated by the Association shall be addressed to the Superintendent . Written notification initiated by the Board shall be addressed to the Association President.

   b. The initial session shall be held within fifteen (15) days of receipt of the notice to negotiate. At the initial session the first item of business shall be exchanging initial written proposals and then establishing an agenda. No new item(s) shall be added to the agenda except upon mutual agreement of the teams.

   c. Additional sessions shall be held between the team at mutually agreed times and places.

   d. The negotiations period shall begin with the initial negotiating session and continue until agreement is reached on all items or sixty (60) days have elapsed, whichever occurs first.

   e. Each negotiating team will inform the party it represents concerning the progress of negotiations during the negotiations period in meetings closed to the public and to representatives of the news media. During the negotiations period there shall not be issued by either party or its representatives, statements or news releases to the news media concerning the progress of negotiations, unless either party declares impasse.

C. AGREEMENT

When agreement is reached on all items subject to negotiations, the proposed agreement shall be first submitted to the Association for ratification and, upon Association ratification, submitted to the Board for its approval at its next regular meeting or at a special meeting held within thirty (30) days.

D. MEDIATION

1. In the event that items remain unresolved at the end of the negotiations period, either party may request the use of a mediator.

2. The mediator shall be obtained through the Federal Mediation and Conciliation Service or any other mutually agreed upon source.

3. Any cost involved in use of the mediator shall be shared equally by the Board and the Association.

4. Agreement reached through the use of this provision shall be subject to the provision of Section C of this Article.

5. In the event agreement is not reached through mediation, and the agreement or any extension of the agreement has expired and it appears that no more meaningful discussion can be accomplished, the Association may initiate the provisions of ORC Section 4117.14 (D) (2) and 4117.18 (C). It is also agreed by the Association and the Board that the procedures outlined in this Agreement to negotiate and resolve differences shall supersede all requirements established in ORC Section 4117.14.

E. NON-REPRISAL

The parties agree that neither party shall take any action against any person involved in the bargaining process as a result of their participation in such process.

ARTICLE 2 GRIEVANCE PROCEDURE

A. DEFINITIONS AND GENERAL PROVISIONS

1. A grievance is a claim involving the alleged violation, misinterpretation or misapplication of the terms of this Agreement.

2. A grievant shall mean a person, group of persons, or the Association alleging that a violation, misinterpretation, or misapplication of this Agreement has occurred. A grievance alleged to be a "group" grievance is that which affects a specific group of bargaining unit members (e.g., middle school teachers, etc.) All group grievances must identify, on the grievance form (see Appendix A), the specific group of teachers seeking redress. In the case of a group grievance, the grievance form shall be signed by both the WMEA President and the WMEA executive committee chairperson.

3. Only the Association may appeal the action taken by the Board at Step Four as to either an individual or a group grievance. The Association shall have the right to have someone present at any level at which the grievance could be adjusted. All grievance processing and investigating activities shall be conducted outside the normal instructional day.

4. A day shall be defined as teacher work days. During the summer, Monday through Friday, excluding holidays.

5. Failure of the supervisor or administrator to process the grievance within the time limits specified shall permit the grievant to proceed to the next step.

6. Step Two may be waived if the principal determines that the grievance cannot be resolved at his/her level. The Association may initiate an Association grievance at Step Three if the subject of the grievance is not within the realm of responsibility or control of a building principal or an administrator other than the Superintendent.

7. Time limits as stipulated here shall be considered as maximums unless mutually extended in writing.

8. No teacher or group of teachers may be represented at any level by anyone other than the Association.

9. No reprisal or reprimand shall be made against any person for being a party to the grievance procedure.

10. Nothing in this procedure shall usurp the right of an individual teacher to handle his/her own disputes individually and without representation through proper channels either with the staff or the Board until such dispute reaches the Board.

11. Grievance hearings at each step of the procedure shall be scheduled by mutual agreement between the parties outside the normal instructional day. Arbitration hearings shall be scheduled outside the normal work day.

B. PROCEDURE

1. Step One: Any teacher having a grievance shall first discuss such grievance with his/her immediate supervisor. This meeting shall be on an informal basis and shall be held within ten (10) days following the act or condition which is the basis of the grievance or within ten (10) days of the time the grievant(s) reasonably should have become aware of such act or condition. The teacher, when requesting the meeting shall notify his/her immediate supervisor of the reason for the request.

2. Step Two: If this discussion does not resolve the grievance to the satisfaction of the teacher, such teacher shall have the right to lodge a written grievance with his/her building principal. If such grievance is not delivered to the principal within ten (10) days following the informal meeting, the grievance shall be waived. The written grievance shall be on the negotiated grievance form contained herein (see Appendix A). A copy of such grievance shall be filed with the Superintendent. The teacher shall have a right to request a hearing before the building principal. Such hearing shall be conducted within five (5) days after the receipt of such request. The aggrieved teacher shall be advised in writing of the time, place, and date of such hearing.

   The building principal shall take action on the written grievance within five (5) days after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the teacher and to the Superintendent.

3. Step Three: If the action taken by the building principal does not resolve the grievance to the satisfaction of the teacher, he/she may appeal in writing to the Superintendent and request a hearing within ten (10) days of receipt of the principal's disposition.

   Failure to file such appeal shall be deemed a waiver of the right to appeal. A hearing shall be conducted by the Superintendent within six (6) days after the receipt of the request.

   The Superintendent shall take action on the grievance and prepare a written report on such action within five (5) days after receipt of the appeal, or, if a hearing is held, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action, shall be reduced to writing and copies sent to the teacher and the building principal.

4. If the Association is not satisfied with the disposition at Step Three, it may request that the issue be submitted to arbitration within seven (7) days after receipt of the written notice of the action from the Superintendent.

   Within five (5) days of the request for arbitration, a list of fifteen (15) names shall be requested from the American Arbitration Association ("AAA"). Selection of the arbitrator will be made in accordance with the AAA's Voluntary Labor Arbitration Rules.

   The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be in accordance with law and shall be binding on both the Board and the Association.

Each party shall bear its own costs of representation at the arbitration hearing, including the cost of any stenographic transcript ordered by that party. The costs of the AAA, the arbitrator, and his/her expenses shall be shared equally by the Board and the Association.

ARTICLE 3 ASSOCIATION RIGHTS

A. 1. The Association shall have the right to use school buildings without charge for WMEA meetings after the teacher work day at times a custodian is normally on duty. If the Association is given permission to hold a meeting at times when a custodian is not present, the building principal will determine what charges will be made for custodial time and other services and will provide the Association with an estimate of these charges prior to the meeting.

2. Association meetings shall not interfere with instructional programs or extracurricular programs or extracurricular activities. In each building the principal will develop an informal method by which the Association must provide advance written notice of a request to use a building for a meeting.

B. 1. The Association may use computers, copy machines, and audio/visual equipment, and supplies (such as paper, pens, markers, etc.) provided they are not required for any school business or activity. Any other equipment or supplies required for Association business will be provided by the Association.

2. The Association assumes financial responsibility for loss or damage to school equipment which is caused by the Association.

C. The Association will be provided with a mailbox at the Administrative Center Office and Association representatives will be permitted access to staff mailboxes in each of the District's buildings.

D. Board provided bulletin boards in building office areas and teacher lounge areas shall have designated sections for Association use.

E. Association identification will be permitted in designated bulletin board sections, in teacher lounge areas, and on teachers' personal property.

F. 1. A teacher may have the dues of the National Education Association, the Ohio Education Association, and the Association deducted from his/her pay.

2. Written authorizations for payroll deduction for the purpose of assessing Association dues must be provided by the teacher. The Association Treasurer shall submit all authorizations to the Treasurer prior to October 10 of each school year.

3. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership will be continuous thereafter for each subsequent membership year unless the individual cancels membership. A teacher may cancel membership by submitting to the District Treasurer and the Association President a written withdrawal of dues deduction authorization at least fourteen (14) calendar days prior to the date upon which the employee directs that payroll deduction cease.

4. Deductions will be made in eighteen (18) equal and consecutive installments beginning the last pay in October. Total deductions shall be given to the Association Treasurer following the last pay of each month with a list of names for whom deductions were made.

5. If a teacher leaves employment during the deduction period, the remainder of the dues shall be deducted from the final pay.

6. The Association will indemnify the Board and the Treasurer for all deductions made under these provisions.

7. Employees may give written authorization to the Board Treasurer to make regular payroll deductions for the following:

   a. FCPE Contributions
   b. Annuities
   c. Insurance
   d. United Way
   e. Credit Union
   f. Academic Fund

   These deductions shall be made with each pay and may be changed on 30-day written notice to the Treasurer. Teachers authorizing tax sheltered deductions shall be responsible for complying with all IRS requirements regarding said deductions. The Treasurer and the Board shall be held harmless relative to all such deductions.

8. Consistent with Ohio Administrative Code Rule 3307-6-01, the Board will pay a stipend to the Association President, Vice President, Secretary, and Treasurer as compensation for service to the Association. The Association President shall certify the precise stipend amounts to the Board's Treasurer, which amounts shall in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board for the total cost of these stipends, including all applicable retirement costs.

G. 1. No teacher may leave his/her assigned building to conduct Association business except during his/her duty-free lunch period or during other unassigned time upon approval of the building administrator.

2. The conduct of Association business shall not interfere with instruction.

3. Any Association representative shall first report to the principal's office when entering a school building during the teacher work day. Such report shall include the person to be seen and the approximate length and purpose of the meeting.

H. The Association shall have the right to utilize the school District inter-departmental mail service to the extent such use is concomitant with the school use of such service.

I. The Association may be granted a maximum of five (5) days per year, requested by the President, to attend conferences, meetings or events that cannot be scheduled outside regular school hours. The attendee may be the President or his/her designee. The Association shall reimburse the Board for all substitute costs while using Association leave.

ARTICLE 4 WORKING CONDITIONS

A. The school year for returning teachers shall be 182 days allocated as follows:

172 Student contact days.

2 Parent/teacher conference days.

4 Professional development days.

4 Teacher work days without students, one (1) of which will be held at the beginning of the school year and one (1) of which will be held at the end of the school year as a team and individual close-out day. The remaining two (2) work days will be held at the end of first and second grading periods.

The school year for new teachers shall be one (1) additional day beyond the returning teachers' school year.

B. The regular work day for teachers shall not exceed 7 ½ hours, including a thirty (30) minute duty-free lunch period. The Board will schedule parent-teacher conference days for each building with input from the Building Leadership Team (BLT). The length of the work day on a parent-teacher conference day in each building may be changed by mutual agreement between the teachers and the building administrator. Any additional hours worked, with approval, beyond the 7 ½ hours on parent teacher conference days will be exchanged for time off at a later date. All parents will be notified of parent-teacher conferences for the school year. All teachers shall strive to schedule parent-teacher conferences in situations where a student's educational progress is less than desired.

C. Required teacher travel time between buildings shall not be part of the thirty (30) minute lunch period or scheduled preparation time.

D. Teachers required to use their own cars and perform duties in more than one building shall be compensated at the rate which is set by IRS mileage reimbursement rate once each year. Rates, if they change, will be adjusted January 1 of each year.

E. On days when school opening is delayed, teacher starting time will also be delayed.

F. Required District teacher meetings shall be held during the teacher's regular work day and year. Notwithstanding the immediately preceding sentence, the building principal may schedule up to six (6) mandatory faculty meetings, outside the regular work day, per school year of up to thirty (30) minutes each; teachers will receive at least five (5) work days advance written notice of the time and place of any such faculty meeting**s**. Two (2) meetings, of those required, will be utilized for testing and drill trainings.

G. All teachers shall be provided preparation time daily, and the scheduling of such time shall be addressed at the building level. Elementary teachers will have at least forty-five (45) consecutive minutes of preparation time daily during the teacher work day. Middle and high school teachers shall have preparation time no less than the length of a regular class period at the particular school each day. Preparation time shall not be cumulative.

H. Teachers shall not be required to purchase regular instruction equipment or student supplies with their personal funds. Teachers shall not be reimbursed for any such purchases for which they do not have prior approval.

I. Each **s**chool building will be provided with:

1. A copy machine adequate for routine classroom instructional materials, pop machines and a teacher work area.
2. An area of parking spaces designated for general teacher use. The Board and Administration shall notify employees and students of such designation.
3. In each school, the Board will allocate reasonable space for a teacher lounge.

J. <u>CLASS SIZE</u>

1. <u>Scheduling of Classes</u>

Regular instructional and remote classes will be scheduled as equitably as possible and in accordance with the Guidelines provided in this Agreement. Class size limits do not include special education students assigned for regular instruction less than two (2) *core academic subjects per day, music, art, physical education and group instruction activities, library, study halls and other supervisory activities. When classes are exceeded beyond the guideline limits provided herein, the Administration may either make an adjustment in the size of the class or authorize additional compensation for the teacher as provided in this Agreement.

* Core, academic subjects are defined as language arts, math, science, and social studies.

2. Maximum Class Size

Whenever the number of students assigned to a music, art, or physical education class becomes an instructional problem due to large enrollment the affected teacher(s) may request a meeting with the building and district level administrators to attempt to find a solution. A representative of the Association may be present at the meeting upon the request of the teacher. A solution may include lowering the number of students in the class.

Except as provided in the Agreement, classes will not be scheduled to exceed the following limits for each of the following levels:

Elementary School (K-1)	22 pupils per regular instructional class 26 pupils for art, physical education and music
Elementary School (2-3)	25 pupils per regular instructional classes 29 pupils for art, physical education and music If numbers are equal to or above, then an aide will be provided for language arts and math support
Elementary School (4)	30 pupils (34 art, music, p.e.)
Elementary School (K-4)	Maximum 40 pupils in great room
Middle School (5-8)	32 pupils per class
Grades (9-12)	170 pupils per day for instructional, and 180 pupils per day for health and physical education instructional purposes.

It will be the responsibility of the teacher to notify the principal at any time that an adjustment in class size or alternative compensation is required.

3. Grace Period

No adjustment in class size will be required for the first ten (10) school days of any semester. When adjustment is required under this Agreement, the Administration shall have the option to either reduce the number of assigned pupils in the class (or, for grades 5-12, the total teacher load) or in the alternative, to provide additional compensation for the teacher as follows:

For each pupil in excess of the maximum number of pupils provided in this Agreement, after the grace period, the teacher will be compensated at the rate of $300 per pupil per year. Compensation will be pro-rated on a daily basis for each day that the teacher is assigned excess pupils and paid at the end of the school year.

4. Small Class Enrollments

The Administration reserves the right to reorganize, reassign and/or combine elementary classes which fall below twenty **(**20) pupils per class.

K. Paraprofessionals shall be provided directions regarding the time they are to assist the teachers and the responsibilities they have regarding assignment of their duties. Any clerical assistance available to teachers shall be clearly defined by the Administration.

L. Substitute teachers are to be obtained when possible. Both parties recognize that this will be difficult or impossible in some instances, such as absence for part of a day. Bargaining unit members may volunteer to substitute for another bargaining unit member during their planning time. A bargaining unit member may be required to substitute during planning time no more than once per month. If a bargaining unit member has volunteered, or is required, to substitute during their planning time, they shall be compensated $25.00 per occurrence. When ten **(**10) or more students are assigned to the study hall for a period, the study hall teacher will be paid at the pro-rated substitute rate per period.

Teachers who agree to accept students to accommodate the teacher who has been excused up to one and one-half hours early by the building principal due to a doctor's appointment or a similar emergency shall not be eligible for reimbursement.

In the event an emergency arises where the principal cannot obtain a substitute or arrange to cover the classes of an absent staff member and it becomes necessary to assign the students to one (1) or more teachers for the day for instructional purposes, the teachers to whom the students have been assigned will be reimbursed $100.00 on a prorated basis. In other words, if the students are assigned to three teachers for the day, $100.00 will be divided among the three teachers.

M. The Board shall not non-renew, terminate, demote or discipline a teacher based upon an aspect or aspects of the teacher's personal life having no relation to job performance.

N. The Board and the Association agree to abide by the laws of the State of Ohio and of the United States governing the exercise of individual rights of citizenship, freedom of association, and the exercise of individual judgment.

O. The Board will agree to enroll the legally dependent children of bargaining unit member's tuition free who do not reside in the District provided:

1. The District has in existence the required education program and staff to which the child or children must be assigned.

2. The child or children comply with Board and Administration policies, rules and regulations governing the conduct of students.

3. The member provides their transportation.

4. The member agrees to have their child or children reassigned to another building should enrollment in the attendance center to which they are assigned require it.

5. The building assignment shall be determined by the Superintendent.

P. **PROCEDURE FOR ASSIGNING INCLUSION STUDENTS**

1. The regular classroom teacher shall participate in the development and implementation of the IEP to foster optimum educational growth development.

2. In-service education shall be provided on the basis of need for regular classroom teachers who are assigned students with an active IEP.

3. Teachers shall not be required to dispense medication and/or administer medical procedures normally administered by specialized professional personnel. Exceptions may apply during field trips and/or emergency situations.

4. Special custodial care requirements and/or special related services shall be identified in the development of the IEP in addition to whose responsibility it shall be to provide them.
5. Requests by teacher and or participants in an IEP for a review will be honored at the earliest mutually acceptable date.

6. In assigning special needs students to a regular class, the Superintendent or his/her designee shall take into consideration the recommendations of the IEP committee, the nature of the special needs of the students to be assigned, needed assistance to the regular classroom teacher to achieve the desired educational goals of the students and the regular classroom enrollment. If the class makeup is more than one third of students with written plans and the class size is over 15 then additional support will be provided in the classroom for tested subject areas in all grade levels.

Q. Special education teachers shall be provided one (1) day of professional development time for the writing of IEPs. An additional day of professional development time will be provided if the teacher's caseload exceeds ten (10) IEPs. In either case, if the teacher is responsible for alternative assessments, additional time for this purpose will be provided as appropriate.

R. The Board agrees to reimburse a teacher, not more than once within a 5-year period, for the cost of a legally required background check. If documentation confirming the teacher's cost is submitted to the Board's Treasurer, reimbursement will be made by no later than the following September 30, provided the teacher is still Board-employed.

S. The Board agrees to pay bargaining unit employees at the rate of $30 per hour, prorated for partial hours, for the following activities:

1. Voluntary attendance at Title I Family Night, Open House, and Kindergarten screening that is approved by the building principal.

2. Mandatory attendance at IEP meetings and Kindergarten Kick-off approved by their supervisor that occur outside the teachers' regular work day.

3. Attendance at professional development activities approved for pay by the Superintendent that occur outside of the school year, or outside of the regular work day (7 ½ hours), and that the employee chooses to attend and completes.

T. Teachers responsible for writing RIMPs will be accorded two (2) hours of release time from regular duties for this purpose each school year.

ARTICLE 5 INDIVIDUAL CONTRACTS

A. All teachers employed by the Board shall receive written contracts. The contract shall include:

1. Name of the teacher.

2. Name of the school district.

3. Type of contract.

4. Duration.

5. Annual salary and basis for determining the amount. Such information shall be given only for the initial year of a multi-year contract and said information will be provided in the annual salary notification thereafter during the term of the contract.

6. Contracts shall provide for appropriate signatures and dates.

B. Issuance of a limited contract or issuance of a continuing contract (or a continuing contract that results from the operation of Article 6, Section C of this Agreement) shall be no later than June 1. Teachers must sign and return their contracts by June 15.

C. Members of the bargaining unit who are employed on a part-time basis are entitled to all benefits pursuant to this Agreement, including continuing contract status, except that salary and fringe benefits will be paid for the percentage of time worked per day.

However, in the event that a part-time position is eliminated and the member refuses the Superintendent's assignment to a full time assignment for which they are licensed/certificated, their employment would end.

ARTICLE 6 SEQUENCE OF LIMITED CONTRACT ISSUANCE

A. The sequence of issuing limited regular contracts shall be:

1. Upon initial employment, a one (1) year contract.
2. The second contract, a one (1) year contract.
3. The third contract, a two (2) year contract.
4. The fourth contract, a three (3) year contract.
5. The fifth contract and thereafter, a five (5) year contract.

Notwithstanding the above normal sequence of limited contracts, the Board may deviate from this procedure one (1) time by renewing employment with a one (1) year limited contract with reasons directed at professional improvement. If the employee is renewed following such contract, he/she will fall back into the normal sequence of contracts specified above at the point where this deviation occurred.

B. By September 1 of each school year, the Administration will inform each teacher in writing of his/her contract status (limited or continuing) and will include with such notice a summary of the eligibility criteria under the law that must be met to qualify a teacher for a continuing contract.

C. A teacher who believes he/she will meet all eligibility criteria for a continuing contract by the end of the school year (June 30), and who wishes to be considered by the Board at its May meeting for a continuing contract effective with the following school year, must apply for such consideration in writing to the Superintendent in accordance with the following items:

1. The application may be submitted either in the last year of a limited contract or during a prior year within the limited contract.

2. In all cases, the application must be submitted to the Superintendent by no later than the November 1 preceding the Board's May meeting.

3. Documentation of satisfactory completion of applicable coursework requirements must be submitted to the Superintendent by not later than the end of the school year (June 30).

4. Unless earlier withdrawn by the teacher, each application received by the November deadline will be acted on by the Board at its May meeting. The Board will decide whether to award a continuing contract effective the following school year or not to renew the employee. If the Board elects to award a continuing contract but documentation of eligibility has not yet been received, the Board will issue a continuing contract contingent upon receipt of all such documentation by not later than June 30. However, if such documentation is not received by this June 30 deadline, it is understood that the teacher's contract status will automatically revert to what it would have been had the teacher not applied for continuing contract consideration (i.e., either a new limited contract under Section A of this Article if the application was made in the last year of the teacher's limited contract, or a continuation of the existing limited contract if the application was made in some earlier year of the teacher's limited contract).

ARTICLE 7 TEACHER EVALUATION

The provisions for teacher evaluation are in Appendix B of this Agreement.

ARTICLE 8 PARENTAL COMPLAINTS PROCEDURE

PARENTAL COMPLAINTS PROCEDURE

Communication between the community and the school should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between the teacher, pupil, parent, principal, and/or other appropriate staff personnel should be pursued before using the formal procedures outlined below. The time and place of such contact shall be agreed upon by all involved. If such conferences do not lead to understanding

and resolution of the problems involved, a parent may pursue further action by submitting a written complaint against the teacher to the Superintendent. The Superintendent shall give a copy to the teacher. The teacher may request in writing to the Superintendent that a repeated verbal complaint must be written or the matter shall be considered closed. The Superintendent shall inform the parent of this action.

Further action concerning the complaint shall be initiated by the following procedure:

A. If requested by the complainant or the teacher, a meeting involving the teacher, the Superintendent, and the complainant will be arranged as soon as possible to discuss the complaint.

B. If it is still unresolved, it may be appealed to the Board.

C. When a complaint is substantiated, the teacher will be given a reasonable opportunity to correct the situation. No disciplinary action will be taken against a teacher who has not been granted the full review under this provision.

D. Should action be undertaken by the Board to terminate the teacher due to persistent and substantiated parental complaints, the teacher shall be granted all due process and representation rights that are outlined in ORC Section 3319.16.

ARTICLE 9 TEACHER DISMISSAL POLICY

A. TEACHER DISMISSAL POLICY

1. Termination of a teacher's contract shall be according to ORC Section 3319.16 and related ORC provisions.

2. A bargaining unit member will not be considered for termination related to pedagogic performance addressed in evaluations conducted under Article 7 of this Agreement, as opposed to non-pedagogic conduct issues, unless the member is a poorly performing teacher as defined in Article 7.

B. NON-RENEWAL OF REGULAR LIMITED CONTRACT

1. The Board shall comply with the evaluation procedure of Article 7 before non-renewing a teacher's limited contract. A teacher whose contract is to be non-renewed may request a conference with the Superintendent to discuss the reasons for his/her non-renewal. Upon written request by the teacher, the Superintendent shall supply the reasons in writing. The reasons for non-renewal can be appealed through the grievance procedure to the Superintendent (Step Three) and not to arbitration (Step Four).

2. A bargaining unit member on a multi-year regular limited contract will not be considered for non-renewal related to pedagogic performance addressed in evaluations conducted under Article 7 of this Agreement, as opposed to non-pedagogic conduct issues, unless the member is a poorly performing teacher as defined in Article 7. Non-renewal of a teacher's regular limited contract shall be according to ORC Section 3319.11.

C. DISCIPLINE

Teachers may only be disciplined for just cause and in compliance with the provisions of this Section.

1. Discipline will be administered in accordance with traditional principles of progressive discipline, recognizing that preliminary levels of formal discipline may be bypassed depending on the severity of the offense and/or the employee's prior record of discipline.

2. Forms of formal disciplinary action are:

    1. Written reprimand (imposed by the employee's immediate supervisor or the Superintendent);
    2. Suspension without pay (imposed by the Superintendent or designee); and
    3. Termination (imposed by the Board under Section A of this Article).

3. It is understood that some cases may be dealt with informally and that such informal dispositions will not be recorded in the teacher's personnel file.

4. A teacher may draft a brief written rebuttal to a formal disciplinary action, which will be attached to the action and placed in the teacher's personnel file.

5. Appeal of any formal disciplinary action except termination shall be made exclusively through the grievance procedure appearing in Article 2 of this Agreement. Grievances resulting from discipline which incurs a loss of pay may be initiated at the Step Three of the procedure. Termination will be handled exclusively under Section A of this Article.

6. Teachers are entitled to, but may choose not to have, Association representation at any investigatory or disciplinary conference.

ARTICLE 10 SICK LEAVE

A. Teachers shall accumulate sick leave credit at the rate of 1 ¼ days per month. Maximum accumulation shall be two hundred and forty-five (245) days. The accumulated sick leave will be shown on the pay notice.

B. A newly employed teacher who transfers from employment with another public agency in the State of Ohio shall be credited with the unused balance of sick leave from the previous employer, up to a maximum of 215 days.

C. Teachers shall be advanced five (5) days sick leave at the start of each school year. If teacher ends Board employment using advanced sick leave and not earning same, he/she shall have the per diem amount deducted for such unearned sick leave from the last paycheck issued by the Board.

D. Sick leave may be used for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious disease, and for illness, injury or death in the employee's immediate family. A doctor's certificate justifying the need for sick leave may be required as to any use of sick leave in excess of ten (10) days within a particular school year. Sick leave due to pregnancy disability shall be granted for a period of thirty (30) work days. In order to be granted sick leave due to pregnancy beyond the thirty (30) work days, a physician's statement shall be required.

E. Immediate family shall include employee's spouse, parents, child, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren and members of the immediate household.

F. Sick leave may be used in half day or whole day increments.

G. The Board may require a teacher to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave after three (3) consecutive workdays of sick leave usage. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he was consulted.

H. Upon the approval of the Superintendent, up to three (3) consecutive days of sick leave may be used to attend the funeral of a person not included in the immediate family as defined in Section E in this Article, but only if the employee has no available personal leave under Article 12 of this Agreement and no birthday leave under Article 19 of this Agreement.

ARTICLE 11 FAMILY MEDICAL LEAVE

Family and medical leave shall be available to bargaining unit members in accordance with and pursuant to the provisions of the Federal Family and Medical Leave Act of 1993 (FMLA). The twelve-month period for determining the amount of FMLA leave to which a bargaining unit member is entitled shall be the fiscal year (July 1 - June 30).

ARTICLE 12 PERSONAL LEAVE

A. All full-time teachers shall be granted a maximum of three (3) days personal leave during each school year. Unused leave may not be accumulated.

B. A written notice of intent to use personal leave shall be submitted to the building principal at least three (3) days before the requested leave date except in emergencies.

C. No more than three (3) teachers in any one (1) building will be granted personal leave for the same day unless the availability of substitute teachers permits more. In addition, personal leave will not be granted with respect to professional development time scheduled under Article 4, Section A of this Agreement.

D. Personal leave shall be used in a minimum of half-day increments.

E. Bonus pay will be based on use of Personal Leave/Sick Leave

0 Days used	-	Bonus $350
1 Day used	-	Bonus $175

An additional bonus of $150 will be paid by the District's Treasurer to teachers still having personal leave days and not using personal leave/sick leave in April and May. The District's Treasurer will be responsible for keeping track of which bargaining unit members are eligible for the bonus. Part-time members who meet the above requirement shall receive a bonus on a pro-rated basis.

F. At the end of the school year any unused personal leave will be converted to sick leave for the next school year. This is in addition to the bonus.

ARTICLE 13 PROFESSIONAL LEAVE

A. Professional leave may be granted teachers upon approval of the Superintendent. Such leave shall be for attending meetings, conferences, curriculum visitations, or related activities, including at-school training/release time, that can benefit the teacher's professional abilities and/or benefit the District, or comply with state mandates.

B. Written request for leave shall be made at least five (5) days in advance to the Superintendent. The Superintendent may waive this requirement at his/her discretion. It shall include the date(s), purpose, and estimated expense.

C. Approved leaves shall include what expenses will be Board paid, if any. If such leave is denied, the teacher shall be given written reason why it was denied.

D. Teacher required to complete state-mandated professional training and development shall be granted Professional Leave by the Superintendent if such training cannot be completed during Professional Development Days. The Board shall cover any expense related to completing state-mandated professional training and development.

ARTICLE 14 MILITARY LEAVE

Bargaining unit members shall be granted military leave in accordance with and pursuant to the provisions of ORC Sections 3319.14 and/or 5923.05.

ARTICLE 15 ASSAULT LEAVE

A. Teachers shall report immediately to their principal, or acting principal, in all cases of physical assault suffered by them in connection with their employment. The principal and Superintendent will render assistance in filing criminal charges against the assailant.

B. Whenever a teacher is absent from school as a result of personal injury, excluding mental anguish, caused by an assault arising out of and/or in the course of this employment, he shall be paid his full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Worker's Compensation awarded for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties and in the event that there is no adjudication in the appropriate Worker's Compensation proceedings for the period of temporary disability, the opinion of the physician as to the period shall control.

C. Section B of this Article shall be void if through due process the teacher was found to be negligent or had acted irresponsibly.

D. To qualify for Assault Leave under this Article, the teacher shall file charges against his/her assailant in the appropriate court of jurisdiction. Should damages be awarded, the awards will be used to reimburse the Board for the cost of the leave. Damages awarded beyond the cost of the leave will be retained by the teacher.

ARTICLE 16 CIVIC LEAVE

Teachers required to serve on jury duty or subpoenaed to appear in a court case which is not adverse to the Board's interest, shall receive their regular daily rate of pay upon submitting all compensation received for such involuntary duty to the Treasurer.

ARTICLE 17 UNPAID LEAVES

A. MANDATORY LEAVES

Upon written request supported by a doctor's statement, a regular teacher shall be granted an unpaid leave of absence in keeping with the following procedures:

1. The written request shall be submitted to the Superintendent at least ten (10) days prior to the start of said leave if the leave is to occur during the current school year and at least ten (10) days prior to the teacher's last day of the contract year if it is known that the teacher desires to take an unpaid leave the next school year. Early notification will better enable the Superintendent to obtain suitable substitute.

2. The Board shall grant such leave in grading period blocks, not to exceed one (1) year.

3. The request must be based upon personal illness, injury, or disability, including pregnancy related conditions.

B. PERMISSIVE LEAVES

Upon written request, a teacher may be granted an unpaid leave of absence by the Board for reasons other than those listed in Section A above.

C. CONDITIONS OF LEAVES

The following conditions shall apply to any leave of absence granted under Sections A and B above.

1. A teacher returning from a leave of absence shall not receive experience credit for the time spent on leave but shall resume the experience status he/she had immediately prior to the leave for placement on salary schedule.

2. Promptly after such leave is granted, the Superintendent shall set a date by which the teacher on leave must indicate his intention to return to duty. If the teacher fails to notify the Superintendent by the designated date, or by May if no date has been designated, the employee shall be deemed to have resigned his employment. If a teacher's leave of absence extends beyond May 31, the Board is not obligated to re-employ such person on limited contract if notice of non-renewal is given on or before June 1.

3. The Board may investigate the reasons for the leave request at any time. Falsification of a leave request is grounds for termination of contract.

4. If a leave is granted and the benefit carrier permits, the teacher at his expense may continue group term life, hospitalization and major medical coverage, unless the Board in the sole exercise of its discretion elects to pay for all or part of such coverage. Failure of the teacher to forward premium payments at stipulated times shall terminate this benefit.

5. The Board will not be obligated to return an employee to active status prior to the expiration date of his leave of absence. Upon the employee's return to service, he shall resume the contract status which was held prior to the leave and shall be given a position for which he is certificated or otherwise qualified. Any teacher who fails to report to work on the first work day following the expiration of his leave of absence or who is otherwise absent without having been granted an approved paid or unpaid leave shall be deemed to have resigned his employment.

6. When a leave is granted for more than half a year in the final year of a contract, then the date of the contract will automatically be extended for one year.

ARTICLE 18 SABBATICAL LEAVE

Teachers may apply to the Superintendent for a leave of absence with part pay for professional study or travel. If approved by the Superintendent and the Board, the following conditions apply:

A. A plan for professional growth must accompany the request, and evidence that the plan was followed must be presented following the absence.

B. Sabbatical leave shall be for one (1) or two (2) semesters only.

C. Only one such leave may be granted for each five (5) years of service in the District. Five continuous years of service is required prior to application.

D. The maximum part salary shall be the difference between the teacher's expected salary and the pay for necessary substitutes.

E. To be eligible for part payment of salary, the teacher must return to the employment of the Board for at least one year, unless the teacher has twenty-five (25) years of teaching credit.

F. No more than five percent (5%) of the teaching staff may be granted sabbatical leave simultaneously.

G. No leave will be granted to an individual for a second time if other teachers have filed a request for sabbatical leave.

ARTICLE 19 BIRTHDAY LEAVE

A. Each teacher will receive a day off for his/her birthday. The teacher may select any day that he or she desires with the following qualifications:

1. The day must be taken in a full day increment or two (2) half day increments.

2. Five days written notice on a birthday leave form must be submitted to the principal.

3. The day must be approved once a determination is made of available substitutes (No more than 3 teachers in any one building will be granted this leave for the same day unless substitutes are available.)

4. This day does not count toward the bonus.

5. If the day is not used within the current school year it will be lost and will not roll over into sick days.

6. The current calendar is July 1 through June 30.

ARTICLE 20 ACADEMIC FREEDOM

It is recognized that a teacher in the District has the right to perform his/her professional responsibilities in the classroom in ways he/she believes will best encourage a broad and complete understanding by students of educational subject matter. Such rights shall be exercised within the bounds of educational subject matter. Such rights shall be exercised within the bounds of professional responsibility and Board adopted educational policy and curriculum.

It is agreed by both parties that academic freedom is not to be used as a basis for a grievance.

ARTICLE 21 COLLEGE TUITION REIMBURSEMENT

Seventeen thousand dollars ($17,000) shall be set aside per school year for tuition reimbursement. To be eligible for reimbursement, in addition to the above service requirement, the member must be re-employed to teach, hold the required licensure/certification, and return to the District to teach the next year. Reimbursement for eligible members having completed their first year shall not be made prior to September 15. To be eligible for reimbursement, the coursework must be pre-approved by joint representation of the Administration and WMEA. The committee will be made up of two (2) administrators, two (2) bargaining unit members selected by the WMEA, and either the chair or secretary of the LPDC.

Applications shall be made on forms supplied by the Board. All requests must be made by June 30 at the end of the school year in which the course is taken. Compensation will be the actual cost up two hundred fifty dollars ($250.00) per quarter hour or three hundred fifty dollars ($350.00) per semester hour. Coursework eligible for approval includes all courses in the area of teaching or area of licensure/certification. It also includes all courses that can be shown to benefit education in the District.

The budget allocation will be utilized to reimburse all initial requests for one course. If the number of initial requests exceeds the budget allocation, reimbursement will be determined by dividing the number of initial requests into the budget allocation. Reimbursement shall not exceed the actual cost of the course. If money is left in the fund after all initial single course requests have been submitted and paid, reimbursement for an additional second course request will be made following the same procedure.

Payment will be made upon submission of a grade report form and fee receipt verifying that the work was successfully completed with a grade of "B" or above. An official transcript shall be submitted for all courses taken during a fiscal year (July 1 - June 30). This transcript is to be submitted by June 30 for the previous year.

It is mutually understood that any payment to an employee under this Article must be in compliance with any applicable income tax regulation.

The Board is entitled to recoup any tuition reimbursement made if the recipient does not continue employment with the Board for at least two (2) consecutive school years following the year in which reimbursement is made. This provision will not be applied if the reason the person did not work these two (2) years is attributable to the person's death, a reduction in force, or termination of his/her employment by the Board.

ARTICLE 22 TRANSFERS/VACANCIES

A. VACANCIES

When the Board determines a vacancy exists, a notice shall be e-mailed to all bargaining unit members and posted electronically on the District's website at the same time. The website posting will be maintained for a period of not less than ten (10) calendar days before the Board fills the position, unless urgent circumstances (such as an unexpected vacancy that occurs in August before the start of the student year) justify a quicker response, in which case the minimum posting period will be three (3) calendar days. All bargaining unit member applicants shall be interviewed before non-bargaining unit members are interviewed for the position.

Teachers may apply for such vacancies by filing a written request with the Superintendent.

B. VOLUNTARY TRANSFER

Teachers seeking a change in assignment for the next school year shall file a written request (letter of intent) for such change with the Superintendent by March 1, specifying the building, grade level, and/or subject desired. The teacher must hold a standard certification/licensure by the effective date. Each teacher seeking a transfer/reassignment to a specific position shall be granted an interview upon request.

If the request for transfer is denied, the Superintendent shall so notify the teacher in writing within ten (10) days of the decision.

C. INVOLUNTARY TRANSFERS

1. If the Administration contemplates filling a vacancy by an involuntary transfer, an internal email communication will be sent to all bargaining unit teachers identifying the position that may be filled by such transfer. A teacher who receives this email and is interested in being considered for the position may make the Superintendent aware of this by responding to this email. It is mutually understood that the operation of this provision is distinguished from and not to be confused with the posting of a vacancy under Section A of the Article.

2. A teacher will not be assigned to a position for which he or she does not hold certification/licensure.

3. This Section applies only to changes in assignment in grade level and/or subject.

4. Teachers under Board contract shall be notified by June 1st if there is a change in their assignment for the following year. If further changes are made after that date, the teacher will be notified in writing within ten (10) days of the decision. Teachers who are involuntarily transferred after August 1st shall be paid two additional days of salary at their per diem rate and granted an expense allowance of $100 for reimbursable expenses for needed classroom supplies and materials for the new assignment. No involuntary transfers may be made after August 15 except by reason of decreased student enrollment.

5. The teachers subject to involuntary transfer or reassignment will be given the opportunity to consult with the Superintendent regarding this matter with an Association representative present, if requested by the teacher.

6. When a possible transfer in assignment is being considered, the principal and the teacher(s) will meet and engage in a meaningful conversation in order to seek consensus of all affected by the transfer(s). If consensus cannot be reached, then the final decision regarding the transfers or reassignments rests with the Superintendent.

7. Notwithstanding numbers 3 and 5 above, if a principal requires a teacher to change room assignment more than once within a five (5) year time period, said teacher shall be paid one (1) additional day of salary at his/her per diem rate upon submission of a time sheet to the Board's Treasurer. Excluded from this provision are mobile teachers without an assigned room, full building moves of personnel, and voluntarily requested transfers to positions or rooms. When a possible transfer in room assignment is being considered, the principal and the teacher(s) will meet and engage in a meaningful conversation in order to seek consensus of all affected by the change of their room assignment(s). If consensus cannot be reached, then the final decision regarding the change in room assignment(s) rests with the Superintendent.

ARTICLE 23 REDUCTION IN FORCE

A. The Board may make a reasonable reduction in force (RIF), if such a reduction becomes necessary by reason of a decrease in student enrollment, the return to duty of a regular full-time teacher from leave of absence, for financial reasons, or by reasons of suspension of school or territorial changes affecting the district. The following procedure shall apply to all full-time teaching employees.

B. Except in the case of a RIF due to the return to duty of a bargaining unit member from a leave of absence, the Association shall be notified in writing at least forty-five (45) calendar days prior to any Board meeting

at which it will take a vote to implement a RIF of bargaining unit positions. The notice shall also include a list of the positions which the Board intends to eliminate and the effective date of the RIF. Upon such notification, representatives of the Board and Association shall meet at least thirty (30) calendar days prior to the Board meeting to review the list of positions affected. The Board will prepare the list of affected positions by taking steps in the following order on the basis of the information known at the time:

1. Eliminating bargaining unit positions, where possible, due to attrition (retirement, resignation, or other severance from employment).

2. Not hiring for or filling vacant affected bargaining unit positions until contracts have been suspended and the RIF is completed.

C. Reduction in force shall only be accomplished by the Board suspending contracts in areas of certification/licensure recommended by the Superintendent. Bargaining unit members affected by the reduction shall then have their contracts suspended in accordance with ORC Section 3319.17 based on their contract status, comparable evaluation as defined in Section D of this Article, and seniority, within the affected areas of certification/licensure. Those bargaining unit members serving under continuing contracts shall be given a preference over those serving under limited contracts and placed on the seniority list above those employees under limited contracts, in descending order of seniority in each area of certification/licensure affected.

In determining whether evaluations are comparable for purposes of a RIF, the parties will look at the three (3) most recent evaluations (where 3 evaluations are available

The seniority list shall be produced annually by the Board and distributed via e-mail to bargaining unit members by October 30th. If a bargaining unit member does not agree with the information on the seniority list, he/she shall notify the Superintendent in writing by November 15th and the Board will update the seniority list with any needed corrections by November 30th. The Board shall then distribute the updated seniority list to bargaining unit members by December 15th, and this seniority list shall be the one used for RIF purposes. Notwithstanding the foregoing, after November 30th, newly-hired employees will be added to the seniority list, and the list will be updated and distributed to include any new changes in certification/licensure or contract status for existing employees; however, no change in certification/licensure will be considered as to a bargaining unit member after the employee receives notice under Section F of this Article that he/she is being RIF'd.

D. **SENIORITY**

1. Within the various areas of certification/licensure listed on the seniority list in Section C, those bargaining unit members who hold a continuing contract shall be considered to be more senior than those who hold a limited contract. Seniority will then be computed from the teacher's most recent date of hire into the bargaining unit by the Board. Seniority shall not be interrupted by an authorized leave of absence. For reduction in force purposes, comparable evaluations shall be determined as follows:

    a. The effectiveness ratings for evaluation in Article 7 of this Agreement shall normally be assigned numbers as follows: Ineffective = 1, Developing = 2, Skilled = 3 and Accomplished = 4.

    b. Bargaining unit members rated as Ineffective for two out of their last three evaluations shall be assigned the number 1.

    c. Bargaining unit members rated as Developing for two out of their last three evaluations shall be assigned the number 2, unless the most recent evaluation is rated Ineffective in which case the member will be assigned the number 1.5.

    d. Bargaining unit members rated as Skilled for two out of their last three evaluations shall be assigned the number 3, unless the most recent evaluation is rated Ineffective in which case the member will be assigned the number 2.5

    e. Bargaining unit members rated as Accomplished for two out of their last three evaluations shall be assigned the number 4.

f. Bargaining unit members who receive a different effectiveness rating in each of their last three evaluations shall be assigned a number which is numerically between the least and greatest numbers associated with their last three evaluations. For example, an employee who receives effectiveness ratings of Skilled (= 3), Ineffective (= 1) and Developing (= 2) respectively in their last three evaluations shall be assigned the number 2.

g. Bargaining unit members, who have received one but not yet received three evaluations, shall be assigned the number associated with their most recent effectiveness rating.

h. Bargaining unit members who are assigned the same number as a result of their evaluation(s), as stated in paragraphs a through g above, shall be considered to have comparable evaluations.

i. Bargaining unit members shall then be listed by last name first on a comparable seniority list as follows:

1) The names shall be separated into two categories by contract status (Continuing vs. Limited).

2) Next, within each contract status category, the names shall be listed in columns by areas of certification/licensure.

3) Next, within each certification/licensure column, the names shall be listed in ascending order by date of hire, beginning with the most recent hired listed at the bottom of the column.

4) And finally, listed by each name shall be the bargaining unit member's assigned evaluation number (1, 2, 3, or 4).

2. Bargaining unit members who leave the employ of the Board and are re-hired shall begin their seniority when they are re-hired, and any previously accrued seniority shall not count.

3. Bargaining unit members who transfer to, or are hired into non-bargaining unit positions within the District, and then return to the bargaining unit shall begin accruing their seniority on the date the Board takes action to transfer or re-hire them back into the bargaining unit. Any previously accrued seniority or time spent in the employ of the District as a non-bargaining unit member shall not count towards seniority.

4. Should two (2) or more bargaining unit members be hired at the same Board meeting, then the Board shall determine who is more senior by drawing their names out of a container. The first name drawn shall be considered to be the most senior, and each subsequent name drawn shall be considered to be less senior than the previous name drawn. A representative of the Association and any affected bargaining unit members shall be notified of the drawing and be permitted to be present when the Board takes action to determine seniority in this manner.

E. The effective date of the RIF shall be determined by the Board and the Association shall be notified in writing of that date in accordance with Section B of this Articl**e**.

F. When the effective date of a RIF is known, the bargaining unit members to be RIF'd will be notified in writing at least fifteen (15) calendar days prior to the effective date except in the case of the return to duty of a bargaining unit member from a leave of absence in which the Board has fewer than 15 days advance notice of the employee's return). If the employee is certified/licensed in another area(s) of certification/licensure, within five (5) calendar days after receipt of such notice, may choose to displace (bump) the least senior employee with comparable evaluations in that area (if such employee has less seniority than the displacing employee). The displaced employee, in turn, will then have five (5) calendar days within which to exercise his/her bumping rights under this procedure if any bump is available.

G. <u>RECALL</u>

1. Bargaining unit members who hold a continuing contract and whose contracts are suspended shall remain on the recall list for thirty-six (36) months. Bargaining unit members who hold a limited contract and whose contracts are suspended will remain on a recall list for twenty-four (24) months or to August 15th of the second year, whichever comes first.

A bargaining unit member will be removed from the recall list if he/she:

a. Waives, in writing, recall rights.
b. Resigns.
c. Fails to accept position offered.
d. Fails to respond, in writing, ten (10) days after receiving notice of recall.

2. When a vacancy occurs, notice of recall will be first given by mail to bargaining unit members whose continuing contracts were suspended and who are licensed or certificated to fill the vacancy. Such recall will be in accordance with ORC Section 3319.17.

3. If a vacancy still exists, notice of recall will be given by mail to bargaining unit members whose limited contracts were suspended and who are licensed or certificated to fill the vacancy. No limited contract employee laid off from a part-time position shall be prohibited from being recalled to a full-time position for which he/she is certified/licensed. Nor shall an employee lose the right of recall to a position by reason of having declined recall to a position that is less than full-time, or to a position requiring a lesser percentage of work hours than the position from which they were laid off. As with continuing contract employees, seniority shall not be a basis for recalling a limited contract employee, except when making a decision between those who have comparable evaluations.

4. The Board will not hire a new employee until a person on the recall list who is certified/licensed for the position has been contracted and offered the job. The Board will not transfer an employee in order to prevent a person on the recall list from being recalled. It is also understood that the recall of a RIF'd bargaining unit member to a vacant position takes precedence over any posting of a vacancy under Article 22 of this Agreement.

5. Notices of recall will be sent to the last address provided by the employee.

H. A bargaining unit member whose contract has been suspended may remain an active participant in benefit programs by paying the full cost of the premium fifteen (15) days prior to the due date to the Board. The ability to remain in the group plan is contingent upon the carrier's agreement.

I. All accumulated benefits to which the teacher was entitled at the effective date of the RIF will be restored upon return to active employment in the District. The teacher will not receive increment credits, however, for time spent on suspended contract status.

J. Except for their last pay which may differ in the dollar amount, a bargaining unit member whose contract has been suspended for the following school year shall continue to be paid in twenty-four (24) equal pays, in accordance with Section B, Article 26, until all of their accrued annual salary is exhausted. In addition, the member will continue to receive all insurance benefits in Article 28, until their accrued salary has been paid out and exhausted. This Section does not preclude a member from voluntarily electing to be paid all remaining accrued salary at the end of the teachers work year, in which case insurance benefits will be continued through the month in which the work year ends. This Section does not apply to a mid-year RIF that becomes effective before the end of the teacher work year.

ARTICLE 24 PERSONNEL FILES

A. PERSONNEL FILES

1. With the exception of pre-employment information, members shall be provided a copy of all material placed in his/her personnel file.

2. The Board shall maintain an official personnel file for each teacher in the administrative center. All documents in the file shall be signed or identified as to source.

3. Each teacher has the right to examine his/her file. The teacher may be accompanied by a representative. The teacher has the right to attach written comments to any item in the file.

4. The file shall not be removed from the administrative center by the teacher. One (1) copy of each item in the file may be obtained at no cost. Additional copies may be obtained if the teacher pays the reproduction cost.

5. All personnel files will be affixed with an access form that is to be initialed and dated each time the file is added to or reviewed, except for routine office matters. Teachers should review their personnel files at least once each year.

ARTICLE 25 SEVERANCE PAY

Teachers shall become eligible for, and will be paid, severance pay according to the following provisions:

A. Severance pay shall be a one-time, lump sum payment to eligible teachers upon retirement, payable in a separate pay.

B. Retirement shall be defined as "service retirement" and "disability retirement" as specified in the ORC.

C. The severance pay benefit shall be calculated according to the following:

1. Severance Pay = number of accumulated and unused sick leave days x ¼ x per diem rate of regular salary on last day of Board employment.
2. The severance benefit provided in (C)(1) shall not exceed 57.5 days.

D. No teacher shall be eligible for severance pay prior to completion of ten (10) years continuous, full-time employment in the District. Any eligible teacher who retires during the first semester of a school year shall have their severance pay reduced by 50%.

ARTICLE 26 SALARY SCHEDULE PLACEMENT

A. SALARY SCHEDULE PLACEMENT

1. For the purposes of placement on the salary schedule experience credit shall include:

   a. One (1) year experience for each school year a teacher taught 120 days or more in a college, public school or accredited nonpublic school in Ohio to a maximum number of years allowable under the ORC Section 3317.13.

   b. Up to five (5) years' experience for military service.

   c. Time spent on sabbatical leave approved by the Board.

2. The Board may grant up to five (5) additional years of experience credit to a teacher when it determines that such credit is in the best interest of the school district.

B. SALARY PLACEMENT

Teachers shall be paid in twenty-four (24) equal pays on the 15th and 30th of each month. Pay days falling on a weekend or holiday, the pay date shall precede the weekend or holiday. Teachers' pay shall be direct deposited.

C. STRS PICK-UP

The Board and Association agree to implement the STRS "pick-up" utilizing the salary reduction method of contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions.

1. The amount to be "picked-up" on behalf of each employee shall be the employee's required STRS retirement contribution . The employee's annual compensation shall be reduced, at no cost to the Board by an amount equal to the amount "pick-up" by the Board for the purpose of State and Federal tax only.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

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

4. Payment for all paid leaves, sick leave, personal leave and severance including unemployment and worker's compensation shall be based on the employee's daily pay prior to reduction as basis (e.g., gross pay divided by the number of hours worked).

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

   If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contributions as soon as necessary.

D. Teachers' annual salaries are:

2025-26: The base salary on the teachers' salary schedule shall be increased by 4.5% (from $37,099 to $38,768) effective July 1, 2025.

2026-27: The base salary on the teachers' salary schedule shall be increased by an additional 4.5% (from $38,768 to $40,513) effective with the 2026-27 school year.

2027-28: The base salary on the teachers' salary schedule shall be increased by 4.5% (from $40,513 to $42,336) effective with the 2027-2028 school year.

With respect to the MA+15 column of the schedule, there will be a $750 differential relative to the MA column for steps 0-9; with respect to step 10 and above, the MA+15 differential relative to the MA column will be $1,000.

E. A speech therapist employed by the Board will receive vertical placement credit for years of prior clinical experience if any, and the employee's annual salary, in light of the extraordinary qualifications for this position, will be $3,000.00 above the amount that would otherwise apply by operation of the salary schedule.

West Muskingum Local Schools
Teacher Salary Schedule
2025-2026

2025-2026 Yrs. Experience	Bachelors Index	Bachelors Degree	Bach/150 Index	Bach/150 Sem. Hrs. 150	Masters Index	Masters Degree	Masters+
Base		$38,768					
0	1	$38,768	1.04	40,319	1.08	41,869	42,619
1	1.04	$40,319	1.08	41,869	1.12	43,420	44,170
2	1.08	$41,869	1.12	43,420	1.16	44,971	45,721
3	1.11	$43,032	1.16	44,971	1.2	46,522	47,272
4	1.13	$43,808	1.2	46,522	1.25	48,460	49,210
5	1.17	$45,359	1.24	48,072	1.3	50,398	51,148
6	1.22	$47,297	1.28	49,623	1.34	51,949	52,699
7	1.27	$49,235	1.33	51,561	1.4	54,275	55,025
8	1.32	$51,174	1.39	53,888	1.46	56,601	57,351
9	1.38	$53,500	1.44	55,826	1.52	58,927	59,677
10	1.43	$55,438	1.5	58,152	1.58	61,253	62,253
11	1.48	$57,377	1.56	60,478	1.63	63,192	64,192
12	1.52	$58,927	1.6	62,029	1.68	65,130	66,130
13	1.54	$59,703	1.62	62,804	1.71	66,293	67,293
14	1.57	$60,866	1.65	63,967	1.73	67,069	68,069
15	1.57	$60,866	1.67	64,743	1.76	68,232	69,232
16	1.57	$60,866	1.7	65,906	1.78	69,007	70,007
17	1.57	$60,866	1.7	65,906	1.78	69,007	70,007
18	1.57	$60,866	1.7	65,906	1.78	69,007	70,007
19	1.57	$60,866	1.7	65,906	1.78	69,007	70,007
20	1.6	$62,029	1.72	66,681	1.8	69,782	70,782
21	1.6	$62,029	1.72	66,681	1.81	70,170	71,170
22	1.6	$62,029	1.75	67,844	1.81	70,170	71,170
23	1.6	$62,029	1.75	67,844	1.81	70,170	71,170
24	1.6	$62,029	1.75	67,844	1.81	70,170	71,170
25	1.64	$63,580	1.75	67,844	1.83	70,945	71,945
26	1.64	$63,580	1.78	69,007	1.85	71,721	72,721
27	1.64	$63,580	1.8	69,782	1.92	74,435	75,435
28	1.64	$63,580	1.8	69,782	1.92	74,435	75,435
29	1.64	$63,580	1.8	69,782	1.92	74,435	75,435
30	1.64	$63,580	1.8	69,782	1.92	74,435	75,435
31	1.64	$63,580	1.8	69,782	1.92	74,435	75,435
32	1.64	$63,580	1.8	69,782	1.92	74,435	75,435
33	1.64	$63,580	1.8	69,782	1.92	74,435	75,435
34	1.64	$63,580	1.8	69,782	1.92	74,435	75,435
35	1.64	$63,580	1.8	69,782	1.92	74,435	75,435

West Muskingum Local Schools
Teacher Salary Schedule
2026-2027

2026-2027 Yrs. Experience	Bachelors Index	Bachelors Degree	Bach/150 Index	Bach/150 Sem. Hrs. 150	Masters Index	Masters Degree	Masters+
Base		$40,513					
0	1	$40,513	1.04	42,134	1.08	43,754	44,504
1	1.04	$42,134	1.08	43,754	1.12	45,375	46,125
2	1.08	$43,754	1.12	45,375	1.16	46,995	47,745
3	1.11	$44,969	1.16	46,995	1.2	48,616	49,366
4	1.13	$45,780	1.2	48,616	1.25	50,641	51,391
5	1.17	$47,400	1.24	50,236	1.3	52,667	53,417
6	1.22	$49,426	1.28	51,857	1.34	54,287	55,037
7	1.27	$51,452	1.33	53,882	1.4	56,718	57,468
8	1.32	$53,477	1.39	56,313	1.46	59,149	59,899
9	1.38	$55,908	1.44	58,339	1.52	61,580	62,330
10	1.43	$57,934	1.5	60,770	1.58	64,011	65,011
11	1.48	$59,959	1.56	63,200	1.63	66,036	67,036
12	1.52	$61,580	1.6	64,821	1.68	68,062	69,062
13	1.54	$62,390	1.62	65,631	1.71	69,277	70,277
14	1.57	$63,605	1.65	66,846	1.73	70,087	71,087
15	1.57	$63,605	1.67	67,657	1.76	71,303	72,303
16	1.57	$63,605	1.7	68,872	1.78	72,113	73,113
17	1.57	$63,605	1.7	68,872	1.78	72,113	73,113
18	1.57	$63,605	1.7	68,872	1.78	72,113	73,113
19	1.57	$63,605	1.7	68,872	1.78	72,113	73,113
20	1.6	$64,821	1.72	69,682	1.8	72,923	73,923
21	1.6	$64,821	1.72	69,682	1.81	73,329	74,329
22	1.6	$64,821	1.75	70,898	1.81	73,329	74,329
23	1.6	$64,821	1.75	70,898	1.81	73,329	74,329
24	1.6	$64,821	1.75	70,898	1.81	73,329	74,329
25	1.64	$66,441	1.75	70,898	1.83	74,139	75,139
26	1.64	$66,441	1.78	72,113	1.85	74,949	75,949
27	1.64	$66,441	1.8	72,923	1.92	77,785	78,785
28	1.64	$66,441	1.8	72,923	1.92	77,785	78,785
29	1.64	$66,441	1.8	72,923	1.92	77,785	78,785
30	1.64	$66,441	1.8	72,923	1.92	77,785	78,785
31	1.64	$66,441	1.8	72,923	1.92	77,785	78,785
32	1.64	$66,441	1.8	72,923	1.92	77,785	78,785
33	1.64	$66,441	1.8	72,923	1.92	77,785	78,785
34	1.64	$66,441	1.8	72,923	1.92	77,785	78,785
35	1.64	$66,441	1.8	72,923	1.92	77,785	78,785

West Muskingum Local Schools
Teacher Salary Schedule
2027-2028

2027-2028 Yrs. Experience	Bachelors Index	Bachelors Degree	Bach/150 Sem. Hrs. Index	Bach/150 Sem. Hrs. 150	Masters Index	Masters Masters Degree	Masters+
Base		$42,336					
0	1	$42,336	1.04	44,029	1.08	45,723	46,473
1	1.04	$44,029	1.08	45,723	1.12	47,416	48,166
2	1.08	$45,723	1.12	47,416	1.16	49,110	49,860
3	1.11	$46,993	1.16	49,110	1.2	50,803	51,553
4	1.13	$47,840	1.2	50,803	1.25	52,920	53,670
5	1.17	$49,533	1.24	52,497	1.3	55,037	55,787
6	1.22	$51,650	1.28	54,190	1.34	56,730	57,480
7	1.27	$53,767	1.33	56,307	1.4	59,270	60,020
8	1.32	$55,884	1.39	58,847	1.46	61,811	62,561
9	1.38	$58,424	1.44	60,964	1.52	64,351	65,101
10	1.43	$60,540	1.5	63,504	1.58	66,891	67,891
11	1.48	$62,657	1.56	66,044	1.63	69,008	70,008
12	1.52	$64,351	1.6	67,738	1.68	71,124	72,124
13	1.54	$65,197	1.62	68,584	1.71	72,395	73,395
14	1.57	$66,468	1.65	69,854	1.73	73,241	74,241
15	1.57	$66,468	1.67	70,701	1.76	74,511	75,511
16	1.57	$66,468	1.7	71,971	1.78	75,358	76,358
17	1.57	$66,468	1.7	71,971	1.78	75,358	76,358
18	1.57	$66,468	1.7	71,971	1.78	75,358	76,358
19	1.57	$66,468	1.7	71,971	1.78	75,358	76,358
20	1.6	$67,738	1.72	72,818	1.8	76,205	77,205
21	1.6	$67,738	1.72	72,818	1.81	76,628	77,628
22	1.6	$67,738	1.75	74,088	1.81	76,628	77,628
23	1.6	$67,738	1.75	74,088	1.81	76,628	77,628
24	1.6	$67,738	1.75	74,088	1.81	76,628	77,628
25	1.64	$69,431	1.75	74,088	1.83	77,475	78,475
26	1.64	$69,431	1.78	75,358	1.85	78,322	79,322
27	1.64	$69,431	1.8	76,205	1.92	81,285	82,285
28	1.64	$69,431	1.8	76,205	1.92	81,285	82,285
29	1.64	$69,431	1.8	76,205	1.92	81,285	82,285
30	1.64	$69,431	1.8	76,205	1.92	81,285	82,285
31	1.64	$69,431	1.8	76,205	1.92	81,285	82,285
32	1.64	$69,431	1.8	76,205	1.92	81,285	82,285
33	1.64	$69,431	1.8	76,205	1.92	81,285	82,285
34	1.64	$69,431	1.8	76,205	1.92	81,285	82,285
35	1.64	$69,431	1.8	76,205	1.92	81,285	82,285

ARTICLE 27 SUPPLEMENTAL DUTIES AND PAY

A. SUPPLEMENTAL PAY CONTRACTS

1. Individual contracts shall be issued for one (1) year in accordance with the provisions of ORC Section 3319.11, pursuant to Article 5, Section A of this Agreement and shall automatically expire at the end of their term.

2. Such contracts shall include, in addition to the provision of Article 5:

   a. Title of position;

   b. Title of the position's immediate supervisor;

   c. Title of the person responsible for the activity;

   d. Description of duties encompassed by the position.

3. Supplemental contracts will be issued upon the recommendation of the Superintendent and the approval of the Board and issued prior to the start of the duty, if possible.

B. FILLING OF SUPPLEMENTAL POSITION

1. Vacancies in supplemental positions will be treated according to Article 22 of this Agreement.

2. The Board retains complete discretion in filling supplemental positions. The Board shall consider qualification, length of service with the Board, and the requirements of the position. The Board retains complete discretion to create new positions and to cancel existing positions and activities.

3. To insure a smooth transition from year to year, the Superintendent will post all known supplemental contract positions for the following school year by May 15th of the current school year.

C. SUPPLEMENTAL PAY

1. Bargaining unit members who leave the district prior to completion of contract duties due to resignation, retirement, unpaid leave or other reasons, shall be subject to have deducted from the remaining pay the amount equal to services not rendered and this will be determined by the treasurer on a pro-rated basis.

2. Bargaining unit members performing supplemental duties shall be paid in accordance with the adopted supplemental salary.

3. Supplemental pay shall be paid in one (1) lump sum upon completion of the duty in a separate check, or in 24 pays with the approval of the Superintendent.

4. The Board retains the discretion to create new positions. In determining the classification of new positions, the Board shall consult the Association and jointly consider the following factors:

   a. Time required in the performance of the duty;

   b. Time spent in supervision/direction of other adults under supplemental contract in duties related to the performance of the position;

c. Number of students involved in the activity and directly supervised by reason of the position;

d. Required travel supervision of students;

e. Equipment, materials and money responsibilities;

f. Injury risk factor of students related to the activity;

g. Number of required performances involved in the activity.

Supplemental Contracts

	2025-2026	2026-2027	2027-2028
Group 1			
Head Basketball	5,937.16	6,174.65	6,421.63
Head Football	5,937.16	6,174.65	6,421.63
Credit Recovery	5,937.16	6,174.65	6,421.63
Group 2			
Head Band Director	5,541.34	5,762.99	5,993.51
Head Vocal Music	5,541.34	5,762.99	5,993.51
Group 3			
Head Baseball	3,958.10	4,116.42	4,281.08
Head Soccer (Boys/Girls)	3,958.10	4,116.42	4,281.08
Head Softball	3,958.10	4,116.42	4,281.08
Head Track	3,958.10	4,116.42	4,281.08
Head Volleyball	3,958.10	4,116.42	4,281.08
Head Wrestling	3,958.10	4,116.42	4,281.08
Head Cross Country	3,958.10	4,116.42	4,281.08
Head Golf	3,958.10	4,116.42	4,281.08
Head Swimming	3,958.10	4,116.42	4,281.08
Group 4			
Assistant Basketball (Boys/Girls) 9-12	3,562.29	3,704.78	3,852.97
Assistant Football 9-12	3,562.29	3,704.78	3,852.97
Group 5			
Assistant Baseball	2,374.87	2,469.86	2,568.66
9-12 Assistant Soccer (Boys/Girls)	2,374.87	2,469.86	2,568.66
Assistant Softball	2,374.87	2,469.86	2,568.66
Assistant Volleyball	2,374.87	2,469.86	2,568.66
Assistant Wrestling	2,374.87	2,469.86	2,568.66
7-9 Basketball	2,374.87	2,469.86	2,568.66
7-9 Football	2,374.87	2,469.86	2,568.66
GROUP 6			
7-8 Track (Boys and Girls)	1,583.24	1,646.57	1,712.43
7-9 Volleyball	1,583.24	1,646.57	1,712.43
7-8 Wrestling	1,583.24	1,646.57	1,712.43
9-12 Assistant Track	1,583.24	1,646.57	1,712.43
7-8 Cross Country	1,583.24	1,646.57	1,712.43
Cheerleading Advisor (per season)	1,583.24	1,646.57	1,712.43
Group 7			
HS Student Council	1,583.24	1,646.57	1,712.43
HS National Honor Society	1,583.24	1,646.57	1,712.43
Jr./Sr. Class Advisors	1,583.24	1,646.57	1,712.43
Assistant to Band Director	1,583.24	1,646.57	1,712.43
Resident Educator Coordinator	1,583.24	1,646.57	1,712.43
Resident Educator Mentor (Yrs 1, 2 & 3)	1,583.24	1,646.57	1,712.43
FBLA Advisor	1,583.24	1,646.57	1,712.43
Key Club Advisor	1,583.24	1,646.57	1,712.43
Group 8			
Teacher Leader	1,665.00	1,731.60	1,800.86
Event Manager - Fall	1,665.00	1,731.60	1,800.86
Event Manager Winter	1,665.00	1,731.60	1,800.86

Other (Varies)

A. Saturday Detention shall be paid at $30.00 per hour

B. After-School detention will be paid at a rate of $30.00 per hour

C. High School Guidance Counselors ten (10) days extended time with additional ten (10) days possible with approval from appropriate superivisor (to be paid off of time sheet)

D. Agricultural Education- extended time - twenty (20) days total

E. LPDC - Compensation per Article 29

ARTICLE 28 INSURANCE

A. HOSPITALIZATION/MAJOR MEDICAL

1. The Board shall purchase and make available to members of the bargaining unit a PPO health care plan that includes prescription drug coverage. Insurance coverage and benefit levels will be maintained during the term of this Agreement (A) except as otherwise may be mutually agreed by the Board and the Association, and (B) except as required to maintain compliance with federal and Ohio law.

   The Board shall implement a Section 125 tax shelter plan covering each teacher's contribution toward the cost of monthly health care benefits. The Board shall comply with IRS requirement.

2. Effective January 1, 2022, the Board will pay 90% of the premium cost for individual hospitalization/major medical coverage using Tier II as base plan. The Board will pay 80% of the premium cost for family coverage using Tier II as base plan.

3. One (1) alternative medical insurance plan will be offered in addition to the Tier II plan referred to above. An employee who chooses to participate in Tier III will pay 0% of the premium cost for individual hospitalization/major medical coverage. An employee who chooses to participate in Tier III family coverage will pay 9% of the premium cost.

B. LIFE INSURANCE

The Board will provide $18,000 double indemnity, term life insurance for each teacher employed by the Board.

C. DENTAL

The Board will pay $55 towards the premium cost for individual and family dental insurance under the current plan. Any cost above the listed maximum shall be paid by the employee through payroll deduction.

D. An Insurance Committee shall be formed to monitor the usage and rates of the current plans, develop and disseminate consumer information regarding the insurance plans to bargaining unit members and to address problems and concerns regarding the plans. This Committee shall consist of three (3) teachers appointed by the Association President and three (3) administrators appointed by the Superintendent. The Committee shall elect its' own chairperson and shall meet monthly or as the Committee deems appropriate. After each meeting, the chairperson shall issue a report of the meeting to all staff. The District Treasurer will chair the Committee and report to all staff in monthly newsletters.

E. VISION BENEFITS

Vision coverage premiums for employees will be:

Single Coverage - $6.00 per month
Family Coverage - $16.00 per month

The Insurance Committee will review the plans and may adjust vision rates accordingly.
Note: Glasses and contacts cannot be purchased in the same year.

F. Insurance coverage and benefit levels for the health care plan, prescription drug plan, dental plan and vision plan will be maintained during the term of this Agreement except as otherwise may be mutually agreed by the Board and Association. By the first pay in September of each school year bargaining unit members shall receive written summaries of the deductibles, copays, out of pocket costs, coverage and benefit levels for said insurance plans.

ARTICLE 29 WEST MUSKINGUM LPDC

A. PURPOSE

The purpose of this Committee is to review the course work and other professional activities proposed and completed by educators within the District to determine if the requirements for renewal of certificates or licenses have been met.

B. COMMITTEE COMPOSITION AND SELECTION

1. The Committee will be comprised of seven (7) members as follows:

    a) One (1) teacher from each building and one (1) teacher voted in by a majority vote of the bargaining unit members.

    b) Three (3) Administrators

    c) A quorum shall consist of five (5) members, except when the plan of an administrator is being discussed and the licensure renewal is being voted upon. The three (3) administrators shall be selected by the Superintendent.

    d) When an administrator's coursework is being discussed or voted upon for licensure renewal at the request of one of its administrative members, the committee shall consist of a majority of administrative members by reducing the number of teacher member discussing and voting on the plan.

2. The Committee will have two (2) alternates as follows:

    a) One (1) Teacher

    b) One (1) District Administrator

3. The teacher members and alternate will be selected according to the guidelines of the WMEA constitution. The District administrator members and alternate will be selected through procedures developed by the Superintendent.

4. In the event of an in-term vacancy, the Committee member or alternate will be replaced in accordance with Paragraph 3 above.

5. All LPDC members and alternates will be designated by June 30 and will begin their term on July 1 of the appropriate year.

C. TERM OF OFFICE FOR COMMITTEE MEMBERS

1. The term of office for members serving on the committee will be three (3) years.

2. A term will end on June 30 of the appropriate year.

D. TERM OF OFFICE FOR ALTERNATES

1. The term of office for alternate members serving on the committee will be three (3) years.

2. A term will end on June 30 of the appropriate year.

E. FINANCIAL COMPENSATION AND REIMBURSEMENT

1. The LPDC chair and secretary will receive a stipend of $1,250 and other members will receive $1,000 each year for work performed and other committee activities up to 50 non-release hours

and $25.00 per hour for non-release time thereafter. The stipend will be paid at the completion of each year in a separate pay no later than August 15.

2. The Association alternate will receive a stipend of $25.00 per hour for non-release time for work performed including training, meetings, travel time, and other committee activities. The stipend will be paid at the completion of each year in a separate pay no later than August 15.

3. The District will pay for training activities for LPDC members and alternates. The LPDC member and alternates will be reimbursed for incurred costs and mileage for activities outside the District.

4. Any LPDC member who does not complete his/her term will be paid $25.00 per hour for work completed during non-release time.

F. CHAIRPERSON

The Committee chairperson will be determined by a majority vote of the Committee members during the first meeting after July 1.

G. DECISION-MAKING

Decisions will be made by majority vote of the Committee members present and voting so long as a quorum will consist of five (5) Committee members.

H. MEETINGS

The Committee will hold regularly scheduled monthly meetings from September through May. An organizational meeting will be held each year in July or August. Before September 10 each year, the Committee shall establish and publish their meeting schedule. The Committee may meet more frequently as deemed necessary to complete their work.

I. RESPONSIBILITIES

1. As indicated in statute and in standards, the Committees is responsible for reviewing and approving Individual Professional Development Plans and the associated course work and other professional development activities that educators wish to utilize for the purpose of certificate or license renewal.

2. Verification of full time teacher experience remains the responsibility of the Superintendent. The authorized signature of the Superintendent, or official designee, on the renewal application form verifies that the employment information given by the educator on the application is true and correct.

3. Upon determination that all requirements for renewal have been met, the application form signed by the Superintendent, the verification worksheet signed by the LPDC, and the proper fee paid by the applicant should be forwarded from the Superintendent's office to the Ohio Department of Education for issuance of the certificate or license.

J. GRANDFATHER CLAUSE

Professional development activities must meet the requirements of the LPDC.

K. APPEALS COMMITTEE

The Committee shall provide for an appeals procedure.

L. CONFLICT OF INTEREST/CHANGE OF STATUS

1. LPDC and Appeals Committee members may not participate as a decision maker for items presented by themselves or an immediate family member.

2. No current LPDC member can be on the Appeals Committee. If an alternate was involved in the decision under appeal, he/she may not be a member of the Appeals Committee during the appeal of that decision.

3. Any LPDC teacher member or teacher alternate who accepts an administrative position will immediately vacate his/her seat on the committee as a teacher member.

4. Any LPDC administrative member or administrative alternate who accepts a teaching position will immediately vacate his/her seat on the Committee as an administrative member.

5. Any LPDC member or alternate who leaves the employment of the District will vacate his/her seat on the Committee no later than his/her last working day.

M. GUIDELINES APPROVAL

LPDC Committee Guidelines and Appeals Committee Guidelines must be approved by the WMEA Executive Committee and the Board. Any subsequent changes to the Guidelines must also be approved by the WMEA Executive Committee and the Board.

ARTICLE 30 RESIDENT EDUCATOR PROGRAM

A. The District will establish and maintain a two-year Resident Educator Program consistent with Ohio law and Ohio Department of Education ("ODE") standards.

B. A bargaining unit member approved by the Association and Superintendent and having the appropriate training will be the Resident Educator Coordinator.

1. The Resident Educator Coordinator will receive supplemental contract compensation in accordance with Article 27, Section C of this Agreement.

2. Application forms for Mentor position will be made available to all bargaining unit members.

3. A Mentor must have at least four (4) years of teaching experience in the District.

4. A Mentor must complete ODE-required mentor training. The Board will pay the cost of such mandatory training.

C. A Mentor will receive appropriate consultation time with his/her assigned Resident Educator ("RE") and use appropriate formative assessment tools and protocols to support the RE. Release time will be provided to the Mentor and RE as agreed with the school principal.

D. A Mentor will receive supplemental contract compensation in accordance with Article 27, Section C of this Agreement. In addition:

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

2. A Mentor shall not participate in the evaluation of any RE.

3. No Mentor shall be requested or directed to make any recommendation regarding the continued employment of an RE.

4. All members of the RE Committee, Mentors, and REs shall keep confidential all discussions, actions, and materials relevant to the Mentor/RE relationship except as otherwise required by law.

5. A Mentor shall communicate directly with his/her RE and will not be required to report on the performance of the RE with any administrative or other employee.

6. The regular evaluations of a Mentor shall not be affected in any aspect by the RE Program or its demands.

E. The RE Committee shall determine to what extent to keep and retain records of its meetings and actions consistent with applicable law.

ARTICLE 31 MASTER TEACHER COMMITTEE

A. ESTABLISHMENT OF A MASTER TEACHER COMMITTEE

A Master Teacher Committee shall be established for the purpose of establishing procedures whereby bargaining unit members may become and/or maintain the designation of "master teacher" according to the standards set forth by the state of Ohio.

B. SELECTION OF THE COMMITTEE

1. The Committee shall be comprised of a total of five (5) members with the majority of the members being practicing teachers with a Master Teacher designation employed by the Board.

2. The teacher members of the Committee shall be appointed by the Association President with approval by the Association's Executive Committee. The District members of the Committee shall be appointed by the Superintendent.

3. The length of a term to serve on the Committee shall be three (3) years. Members may serve consecutive terms.

4. If a vacancy of occurs, the Association President or Superintendent (whichever is applicable) will appoint another representative to serve for the duration of the term.

C. MASTER TEACHER COMMITTEE OPERATIONS AND PROCEDURES

1. Important functions of the Committee shall include but not be limited to constructing District timelines to oversee and verify candidate eligibility, using state designated forms to properly process candidates, providing "master teacher" program information to employees, communicating the compilation of candidates' scores to appropriate individuals, maintaining required records, and submitting required information to the EMIS Coordinator.

2. The Committee shall determine the location and number of committee meetings to be held.

3. Upon request by the Committee, the District shall provide training to ensure consistent application of the Master Teacher program.

4. Under no circumstances are the recommendations or decisions of the Committee to be for employee evaluation purposes, or for adverse employment decisions.

D. APPEALS

The Committee shall determine a procedure for addressing appeals.

E. COMPENSATION

1. The teacher members on the Committee shall be provided release time in order to perform their duties, if the Superintendent agrees the Committee can meet during the school day. Teacher members of the Committee shall be paid Twenty-Five Dollars ($25.00) per hour to attend meetings held outside of the school day but in no event more than two hundred dollars ($200) per teacher member in any particular school year.

2. Bargaining unit members who attain the status of Master Teacher shall receive a one-time payment of Five Hundred Dollars ($500.00). A teacher who renews his/her Master Teacher status will receive a one-time payment of five hundred dollars ($500.00); this provision applies only with respect to the first renewal occurring after June 30, 2019.

ARTICLE 32 SICK LEAVE BANK

The Board and the Association hereby agree to administer Sick Leave Bank according to the following requirements:

A. An enrollment period shall be established between September 1 and September 15 for each member of the bargaining unit to voluntarily donate a maximum of one (1) day of their accumulated, but unused, sick leave days to a Sick Leave Bank. The Sick Leave Bank shall have not less than fifty (50) days as certified by the Association. All employees who have not previously joined, shall be given the opportunity to do so.

B. All new bargaining unit members shall be eligible for enrollment in the Sick Leave Bank. New members may enroll by donating one (1) sick leave day to the Bank within thirty (30) days after the date of hire.

C. A committee comprised of the Superintendent or his/her designee, the president of the Association, or his/her designee, one (1) building principal chosen by the Superintendent, and one (1) Association member chosen by the Association president, shall administer the Bank. The Committee shall develop the approved form and shall approve applications at its discretion. The Superintendent and/or his/her designee shall serve as chairman.

D. Bargaining unit members who have exhausted all of their sick leave accumulation, who have developed a serious or catastrophic illness and who have contributed to the Sick Leave Bank may request sick leave days from the Bank.

E. Approved bargaining unit members shall be granted up to a maximum of forty (40) days from the Bank. The Committee may grant up to an additional ten (10) days for a maximum of fifty (50) days per person per lifetime.

F. The members shall be required to provide documentation to the Committee.

G. Absences due to alcohol and/or substance abuse of any kind shall not be considered appropriate reasons for application approval.

H. The Sick Leave Bank shall not be used as a means for increasing retirement compensation and/or severance pay.

I. Members receiving sick days from the Sick Leave Bank shall be required to repay the Bank at the rate of one (1) day a year for five (5) years.

J. Should the Sick Leave Bank be terminated, the days in the Bank will be redistributed on a pro-rated basis to those who contributed.

ARTICLE 33 RE-HIRED RETIREES

A. Except as expressly modified herein, re-employed retirees shall be members of the bargaining unit represented by the Association and shall be entitled to all terms, conditions, rights and benefits of this Agreement.

B. Re-employed retirees shall not be entitled to enrollment in insurance benefits under Article 28 of this Agreement, except that re-employed retirees may participate in health and prescription drug benefits under Article 28, Sections A and E of this Agreement to the extent, but only to the extent, that the retiree is precluded under STRS policy from receiving health and prescription drug insurance benefits through STRS; in such a case the retiree will be required to pay 50% of the monthly cost for single coverage and 75% of the monthly cost for family coverage.

C. Re-employed retirees are not eligible to receive a severance payment as outlined in Article 25 upon leaving employment with the District.

D. Re-employed retirees shall be placed on Step 0 of the salary schedule and will have one-year limited regular teaching contracts that automatically are non-renewed annually. If re-employed under a new one-year limited contract for the following school year, the retiree will be placed at Step 1 of the salary schedule and will similarly vertically move one (1) step in each future year of re-employment.

ARTICLE 34 CURRICULUM AND CALENDAR INPUT

A. CURRICULUM

Before implementation of a change in curriculum, the District's Director of Curriculum will consult with the relevant Building Leadership Team to provide an opportunity for teacher input. The Building Leadership Team and Director will include the teachers directly affected in this consultation.

B. CALENDAR INPUT

The Superintendent will furnish the Association President and each Building Leadership Team with a copy of the proposed school calendars for the two (2) ensuing school years (it is recognized that a calendar for only one (1) year may be proposed under extraordinary circumstances) by January 10th, or a month prior to the first reading of the calendar by the Board whichever comes first. Any Association concerns or recommendations as to such proposed calendars are to be communicated to the Superintendent within thirty (30) days following receipt of the proposed calendar(s).

ARTICLE 35 CALAMITY DAYS

A. When schools are declared closed due to inclement weather or a calamity, bargaining unit members are not required to report to work and will not lose any pay or other benefits.

B. Bargaining unit members will not be required to make up the first five (5) days of missed work in a school year when schools have been closed due to inclement weather or a calamity.

C. If days beyond the first five (5) calamity days are not to be made up with Blended Learning, these make-up days shall normally occur at the end of the school year.

ARTICLE 36 GENERAL PROVISIONS

A. BOARD RIGHTS

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 constitution of the State of Ohio, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities;

2. To hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotion, and to promote, and transfer all such employees;

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current written Board Policy; the selection of textbooks and other teaching materials; and the utilization of teaching aides of all kinds;

5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and nonteaching activities within the school system and the terms and conditions of employment.

B. CONFLICT WITH LAW

If any provisions of this Agreement conflicts with any federal or state law, now or hereafter enacted, such provision shall be inoperative only to the extent it is in conflict with any federal or state law, and the remaining provisions hereof shall remain in effect.

C. ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practice between the Board and Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding unless executed in writing by the parties.

D. **DURATION OF AGREEMENT**

This Agreement will become effective July 1, 2025 and shall remain in effect through June 30, 2028.

E. As required by ORC Section 3302.10(P), the provisions of Section 3302.10 are incorporated by reference as part of this Agreement.

For the Board:

Date 8-19-25

Date 8.19.2025

Date

Date

For the Association:

Date 08/12/25

Date 08/19/25

Date 8/19/25

Date 8-19-25

APPENDIX A

GRIEVANCE PROCEDURE FORM

GRIEVANT:

ADDRESS: **PHONE:**

DATE GRIEVANT BECAME AWARE OF ALLEGED:

DATE OF FORMAL FILING:

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED:

INITIATED ON LEVEL

STATEMENT OF GRIEVANCE: (include section[s] of the contract allegedly violated)

REMEDY SOUGHT:

APPENDIX B

A. EVALUATION MODEL AND PURPOSE

The Board 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 evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District, students and teachers. 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. The purpose of the evaluation is to improve instruction and to make a record of the teacher's performance.

B. EVALUATION POLICY CONSULTATION COMMITTEE

The Board and Association hereby establish an ongoing Evaluation Policy Consultation Committee, consisting of four (4) teachers and four (4) administrators, for the purpose of monitoring legal developments and recommending revisions of this Article. The teacher members of the committee will be selected by the Association according to its Constitution and By-Laws. The first meeting of this committee shall be held no later than _____. *(Date is to be determined.)*

C. DEFINITIONS

1. "OTES" – Ohio Teacher Evaluation System (OTES) is the teacher evaluation system required by ORC Sections 3319.111 and 3319.112.

2. "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; 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.

    Bargaining unit members, such as guidance counselors, not meeting this definition are not subject to evaluation under this Article but will be evaluated utilizing the procedures to be incorporated in this Agreement. The evaluation of these bargaining unit members shall be based upon at least two (2) observations, and other performance indicators recommend by the Evaluation Policy Consultation Committee and approved by a vote of the Board and Association membership. Upon completion of the evaluation process, these bargaining unit members will be assigned an effectiveness rating of "Accomplished", "Skilled", "Developing" or "Ineffective".

3. "Credentialed Evaluator" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person 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; and

    d. Is not currently employed in a bargaining unit position by the Board.

The Superintendent/designee is authorized to approve and maintain a list of credentialed evaluators as necessary to effectively implement this Article.

4. "Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

5. "High Quality Student Data" (HQSD) Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated

6. "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.

7. "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.

8. "Poorly Performing Teacher" – means a teacher who has received an evaluation rating of "Ineffective" for two (2) of the three (3) most recent school years, has unsatisfactorily completed, or not completed, a professional improvement plan, and has received an evaluation rating of "Ineffective" on their next annual evaluation. The improvement plan must be a written plan collaboratively developed between the teacher and evaluator.

D. 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 HQSD**.**

Each teacher evaluation will result in an effectiveness rating of:

1. Accomplished;

2. Skilled;

3. Developing; or

4. 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 Superintendent shall annually cause to be filed a report to the Department of Education of the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Each evaluation will be based upon teacher performance as set forth in the Ohio Revised Code and on HQSD.

E. ASSESSMENT OF TEACHER PERFORMANCE

Teacher performance will be evaluated during scheduled 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:*

1. understanding student learning and development and respecting the diversity of the students they teach;

2. understanding the content area for which they have instructional responsibility;

3. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

4. planning and delivering effective instruction that advances individual student learning;

5. creating learning environments that promote high levels of learning and student achievement;

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

7. assuming responsibility for professional growth, performance and involvement.

F. FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

1. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this Article shall be evaluated based on at least two (2) formal observations of at least thirty (30) consecutive minutes each and periodic classroom walkthroughs each school year an evaluation occurs. All observations shall be scheduled at least three (3) weeks apart from each other and at least six (6) weeks apart if an employee is on an improvement plan.

2. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations of at least thirty (30) consecutive minutes each in addition to periodic classroom walkthroughs.

3. Except as otherwise provided in Paragraph 5 below, a teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every third school year so long as the teacher's HQSD for the most recent school year for which data is available, is average or higher as determined by the Department of Education. This provision does not negate the obligation to evaluate a limited contract teacher under consideration for nonrenewal in accordance with Paragraph 2 above.

4. Except as otherwise provided in Paragraph 5 below, a teacher who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every other school year so long as the teacher's HQSD for the most recent school year for which data is available, is average or higher as determined by the Department of Education. This provision does not negate the obligation to evaluate a limited contract teacher under consideration for nonrenewal in accordance with Paragraph 2 above.

5. In any year that a teacher is not formally evaluated in accordance with Paragraphs 3 and 4 above, as a result of receiving a rating of Accomplished or Skilled on the teacher's most recent evaluation, an individual qualified to evaluate a teacher under section C.3 of this Article shall conduct at least one (1) observation of the teacher and hold at least one (1) follow-up conference with the teacher. However, if a teacher participates in the Ohio TIF grant, an additional observation shall be conducted during that school year. For such observations the Walkthrough form will be used as the observation form. Teachers will be provided the complete form following an observation and a follow-up conference scheduled to review and discuss the observation.

6. For those teachers rated Accomplished or Skilled and addressed in Paragraphs 3 and 4 above, the observations during those school years in which they are not subject to a formal evaluation shall not be used as a part of their formal evaluations to determine whether or not they are a Poorly Performing Teacher as defined in Section C. 10 of this Article.

7. The following teachers shall not be evaluated:

    a. A teacher on leave from the District for fifty percent (50%) or more of the school year, as calculated by the Board.

b. A teacher who has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

8. A pre-observation conference shall occur between the evaluator and the teacher not less than one (1) working day prior to each formal observation. At the pre-observation conference, the teacher shall provide evidence for the work situation to be observed. A post-observation conference will be held within five (5) work days after each formal observation for the purpose of informing the teacher if observed instructional practices were aligned with the criteria on the observation form. At the post-observation conference, the evaluator shall provide the teacher the computer generated form regarding the observation.

9. A walkthrough is an informal observation by an evaluator that lasts less than fifteen (15) consecutive minutes. Within five (5) school days after the walkthrough, the evaluator shall provide the teacher the computer generated form regarding the walkthrough. Should the evaluator observe any performance deficiencies, a written notation of such deficiencies will be provided to the teacher. The teacher will be permitted to request a conference with the evaluator to discuss any identified deficiencies.

10. The monitoring or observation of a teacher's work performance will be conducted openly and with the teacher's knowledge.

11. A formal observation or walkthrough will not be conducted two (2) work days before or on the work day following a holiday.

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. Forms used in the evaluation process shall follow OTES and be included in the Appendix of this Agreement.

G. FORMAL OBSERVATION PROCEDURE

1. All formal observations shall be preceded one (1) day in advance by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. All subsequent observations will be unannounced.

2. A post-observation conference shall be held within five (5) workdays after each formal observation.

H. HIGH QUALITY STUDENT DATA (HQSD)

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

B. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

The Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

C. The evaluator shall use the Teacher Performance Evaluation Rubric as outlined in OTES.

D. No Evaluation Factor shall be impacted by student performance on a test or tests.

E. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

I. 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":

Ratings and Points

HQSD		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	Developing (2)	200	Developing	100-299
Approaching Average (2)	200	Ineffective (1)	0	Ineffective	0-99
Below Average (1)	0				

The evaluator shall sign and submit each evaluation to the teacher for his/her signature and acknowledgement by written receipt. If signed by the teacher, the receipt is to be sent to the Superintendent as soon as received. The teacher's signature does not necessarily signify agreement by the teacher with the content of the evaluation. If the teacher refuses to sign, the evaluator will note the teacher's refusal on the evaluation.

A teacher who disagrees with his/her evaluation at any point in the evaluation process shall be permitted to attach a brief rebuttal to the appropriate document.

A teacher shall be entitled to an Association representative at any conference held under this Article in which the teacher will be advised of an impending adverse personnel action, including contract non-renewal, termination of employment, or being placed on a plan of improvement.

J. PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENT PLANS

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

1. Teachers whose performance rating indicates above expected levels of HQSD 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".

2. Teachers whose performance rating indicates expected levels of HQSD 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".

3. Teachers whose performance rating indicates below expected levels of HQSD 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".

K. CORE SUBJECT TEACHERS – TESTING FOR CONTENT KNOWLEDGE

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, and cost provided by the District for mutually agreed upon professional development between the teacher and administrator, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this Article. The receipt by the teacher of a rating of "Ineffective" on the teacher's next evaluation after completion of the professional development, or the failure of the teacher to complete the professional development, shall be grounds for termination of the teacher under ORC Section 3319.16.

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.

L. PROFESSIONAL DEVELOPMENT PLAN

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually by the Evaluation Policy Consultation Committee.

M. REMOVAL OF POORLY PERFORMING TEACHERS

Removal of poorly performing teachers will be in accordance with non-renewal and termination statutes of the ORC and/or the relevant provisions of this Agreement.

Except as otherwise specified in a term of this Agreement, nothing in this Article will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law.