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Table of Contents

WEA Tentative Agreement Signature Page Spring 2026
2023-2027 WEA Contract (rev. 3.5.2026)
WEA MOUs (attachments to tentative agreement)
WEA MOU (HDHP)

Wadsworth Education Association

Tentative Agreement

February 23, 2026

1. One-year rollover of the collective bargaining agreement. All language, terms, and conditions remain the same.

2. No opening on wages or insurance.

3. Addition of high-deductible health plan option for health insurance. *Please see attachment.

4. One-year extension of all pertinent memorandums of understanding. *Please see attachment.

5. The base salary remains at the amounts listed in the Agreement for the 2025-2026 school year.

6. Step increases are given in the 2026-2027 school year in accordance with the Agreement.

7. The parties will return to the bargaining table in the spring of 2027.



Patti Back — 3/9/2026

Date



Rob Earle — 3/9/2026

Date



Dr. Andrew Hill — 3/9/2026

Date



Douglas Beeman — 3/9/2026

Date

NEGOTIATED AGREEMENT

Between the

WADSWORTH EDUCATION ASSOCIATION

and the

WADSWORTH BOARD OF EDUCATION

July 1, 2023 - June 30, 2027

TABLE OF CONTENTS

Page

PREAMBLE 1

ARTICLE I. RECOGNITION 1
1.01 TERMS OF RECOGNITION 1
1.02 WITHDRAWAL OF RECOGNITION 1

ARTICLE II. NEGOTIATING PROCEDURE 2
2.01 GOOD FAITH NEGOTIATIONS 2
2.02 TIMETABLE FOR NEGOTIATIONS 2
2.03 NEGOTIATION MEETINGS 3
2.04 ASSISTANCE AND STUDY COMMITTEES 3
2.05 EXCHANGE OF INFORMATION 4
2.06 NEWS RELEASE 4
2.07 ALTERNATIVE NEGOTIATIONS 4
2.08 AGREEMENT 4

ARTICLE III. GRIEVANCE PROCEDURE 5
3.01 GRIEVANCE DEFINED 5
3.02 RIGHT OF THE INDIVIDUAL 5
3.03 RIGHTS OF THE ASSOCIATION 5
3.04 TIME LIMITS 6
3.05 HEARINGS 7
3.06 PROCEDURAL STEPS 7

ARTICLE IV. EXCLUSIVE ASSOCIATION RIGHTS 8
4.01 RIGHT TO PAYROLL DEDUCTION OF DUES 8
4.02 RIGHT TO CONDUCT ASSOCIATION BUSINESS 9
4.03 RIGHT TO INFORMATION 11
4.04 RIGHT TO USE SCHOOL BUILDINGS AND FACILITIES 12
4.05 RIGHT TO INVOLVEMENT IN CURRICULUM PLANNING 13
4.06 RIGHT TO PLAN PROFESSIONAL DEVELOPMENT 13
4.07 TEACHER PROFESSIONAL ORGANIZATION STIPEND 14

ARTICLE V. SALARIES AND REIMBURSEMENTS 14
5.01 SALARY SCHEDULE 14
5.02 PAYROLL PRACTICES 16
5.03 PAYROLL DEDUCTIONS 17
5.04 SUBSTITUTE TEACHERS 19
5.05 SEVERANCE PAY 19
5.06 REIMBURSEMENT FOR MILEAGE 22
5.07 FBI CHECK 22
5.08 THIRD GRADE GUARANTEE 23
5.09 MAXIMUM ACCRUAL OF SICK LEAVE BONUS PAYMENT 23

TABLE OF CONTENTS
(continued)

		Page
ARTICLE VI.	INSURANCE	23
6.01	GENERAL PROVISIONS	23
6.02	PREFERRED PROVIDER ORGANIZATION (PPO)	24
6.03	TERM LIFE INSURANCE	26
6.04	DENTAL INSURANCE	26
6.05	INSURANCE COMMITTEE	27
ARTICLE VII.	LEAVE PROVISIONS	27
7.01	SICK LEAVE	27
7.02	SICK LEAVE POOL	29
7.03	PERSONAL LEAVE	31
7.04	PAID ADOPTION LEAVE	32
7.05	JURY DUTY	33
7.06	LEAVE PURSUANT TO SUMMONS OR SUBPOENA	33
7.07	ASSAULT LEAVE	33
7.08	PROFESSIONAL LEAVE	35
7.09	PROFESSIONAL GROWTH LEAVE	35
7.10	UNPAID CHILD CARE LEAVE	36
7.11	OTHER UNPAID LEAVES	37
7.12	RIGHTS UPON RETURN FROM UNPAID LEAVE	37
7.13	FAMILY AND MEDICAL LEAVE	37
7.14	MILITARY LEAVE	42
ARTICLE VIII.	INDIVIDUAL RIGHTS	42
8.01	INDIVIDUAL CONTRACTS	42
8.02	NONRENEWAL OF LIMITED TEACHING CONTRACT	44
8.03	TERMINATION OF TEACHING CONTRACT	44
8.04	DISCIPLINARY PROCEEDINGS	44
8.05	SENIORITY	44
8.06	PERSONNEL FILES	46
8.07	NO REPRISAL	47
8.08	COMMUNICABLE DISEASES	48
8.09	OCCUPATIONAL SAFETY AND HEALTH	48
8.10	THIRD-PARTY COMPLAINTS	49
ARTICLE IX.	WORK YEAR AND WORKDAY	49
9.01	WORK YEAR	49
9.02	WORKDAY	51
9.03	MEETINGS OUTSIDE OF THE WORKDAY	53
9.04	MEETINGS WITHIN THE WORK DAY	54
9.05	ENCORE SCHEDULES	55
ARTICLE X.	WORKING CONDITIONS	55
10.01	SUBSTITUTE TEACHERS	55

TABLE OF CONTENTS
(continued)

Page

10.02	PREPARATION OF REPORTS/COMMUNICATION WITH PARENTS	55
10.03	STUDENT/TEACHER ASSIGNMENT	56
10.04	INCLUDED STUDENTS	56
10.05	TUTORS	59
10.06	PROFESSIONAL DEVELOPMENT	59
10.07	RESIDENT EDUCATOR	60
10.08	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	61
10.09	RESPONSE TO INTERVENTION (RTI) TEAM	62
10.10	CLASS SIZE	63
10.11	CONSISTENTLY HIGH-PERFORMING TEACHERS	63
10.12	FINE ARTS FESTIVAL	64
10.13	MASTER TEACHER	64
ARTICLE XI.	EVALUATION	65
11.01	EVALUATION PROCEDURE DEFINED	65
11.02	PURPOSE	65
11.03	TRAINING AND REVIEW	66
11.04	CRITERIA FOR PERFORMANCE ASSESSMENT	66
11.05	ASSESSMENT OF TEACHER PERFORMANCE	66
11.06	WALKTHROUGHS	67
11.07	PROCEDURES FOR LIMITED & CONTINUING CONTRACTS	68
11.08	FORMAL OBSERVATIONS	68
11.09	HIGH QUALITY STUDENT DATA	69
11.10	FINALIZATION OF EVALUATION	71
11.11	PROFESSIONAL GROWTH PLAN	71
11.12	IMROVEMENT PLAN	71
11.13	DUE PROCESS	72
11.14	PERSONNEL ACTION REQUIREMENTS	72
11.15	OTES ADVISORY COMMITTEE	72
11.16	ELECTRONIC TEACHER & PRINCIPAL EVAL. SYSTEM (eTPES)	73
11.17 & 11.18	SCHOOL COUNSELOR EVALUATION SYSTEM	73
11.19	EVALUATIONS OF MEMBERS NOT UNDER OTES OR OSCES	75
11.20	CONFERENCES	76
11.21	DEFINITIONS	76
ARTICLE XII.	ASSIGNMENT & CHANGES OF ASSIGNMENT OF PERSONNEL	78
12.01	VACANCY	78
12.02	TRANSFER	79
12.03	AUTHORITY	81

TABLE OF CONTENTS
(continued)

Page

ARTICLE XIII.	REDUCTION IN STAFF	81
13.01	NEED TO REDUCE STAFF	81
13.02	METHOD OF REDUCTION	81
13.03	NOTICE OF REDUCTION IN STAFF	82
13.04	RIGHTS WHILE ON SUSPENSION	82
13.05	RECALL	83
13.06	RESTORATION OF BENEFITS	84
13.07	EFFECT OF THIS ARTICLE	84
13.08	POSITIONS	84
ARTICLE XIV.	JOB-SHARING	84
14.01	JOB-SHARING	84
ARTICLE XV.	ELECTRONIC INSTRUCTION OCCURRING OUTSIDE OF THE WORKDAY	86
ARTICLE XVI.	COLLEGE CREDIT PLUS	86
ARTICLE XVII.	EFFECTS OF AGREEMENT	87
17.01	DEFINITION OF TERMS	87
17.02	NONDISCRIMINATION	88
17.03	CURRENT BOARD POLICIES	88
17.04	IMPLEMENTATION	88
17.05	SEVERABILITY	88
17.06	AGREEMENT REPRODUCTION AND DISTRIBUTION	88
17.07	MANAGEMENT RIGHTS	89
ARTICLE XVIII.	DURATION AND RATIFICATION	89
18.01	DURATION	89
18.02	CERTIFICATION OF TENTATIVE AGREEMENT	89
18.03	CERTIFICATE OF RATIFICATION	91

APPENDICES

APPENDIX A GRIEVANCE PROCEDURE FORM 92
APPENDIX B GRIEVANCE DECISIONS 93
APPENDIX C-1 SALARY SCHEDULE EFFECTIVE 2023-2024 94
APPENDIX C-2 SALARY SCHEDULE EFFECTIVE 2024-2025 95
APPENDIX C-3 SALARY SCHEDULE EFFECTIVE 2025-2026 96
APPENDIX C-4 HOURLY TUTOR RATES, 2023-2024, 2024-2025, 2025-2026 97
APPENDIX D SUPPLEMENTAL SALARY SCHEDULE: 2023-2026 98
APPENDIX E-1 OHIO TEACHER EVALUATION SYSTEM (OTES) 103
APPENDIX E-2 OHIO SCHOOL COUNSELOR EVALUATION SYSTEM 124
APPENDIX E-3 SPEECH & LANGUAGE PATHOLOGIST EVALUATION 130
APPENDIX E-4 SCHOOL PSYCHOLOGISTS & TECH INTEGRATION SPECIALISTS EVALUATION 147
APPENDIX F-1 SICK LEAVE POOL DONATION FORM 149
APPENDIX F-2 SICK LEAVE POOL DONATION FORM FOR USE WHEN THE SICK LEAVE POOL BALANCE FALLS BELOW $35,000 150
APPENDIX F-3 SICK LEAVE POOL APPLICATION FORM 151
APPENDIX F-4 SICK LEAVE APPROVAL FORM 152
APPENDIX G HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK 153
APPENDIX H NOTIFICATION OF PERSONAL AND UNPAID LEAVE USE 154
APPENDIX I EMPLOYEE REPORT OF INJURY 155
APPENDIX J JOB SHARING APPLICATION FORM 156
APPENDIX K LEAVE VERIFICATION / REQUEST FORM 157
APPENDIX L SCHEDULE OF INSURANCE COVERAGE 158
APPENDIX M SUPPLEMENTAL CONTRACT REQUEST FOR FINAL PAYMENT 164
APPENDIX N WEA FLEX TIME FORM 165

CONSENSUS STATEMENTS

TECHNOLOGY-COMMUNICATION WITH STUDENTS & FAMILIES/SOCIAL MEDIA 166
COLLEGE CREDIT PLUS 168
SPECIAL EDUCATION WORKLOAD 169
PRE-EMPLOYMENT DRUG TESTING 169
HALF-DAY KINDERGARTEN 169
PRESERVATION OF FAIR SHARE FEE LANGUAGE 169
CO-TEACHING 172
ASSAULT LEAVE 172

PREAMBLE

This Master Agreement (hereinafter referred to as the "Agreement") made and entered into by and between the Wadsworth City Board of Education (hereinafter referred to as the "Board") and the Wadsworth Education Association/Ohio Education Association (OEA)/National Education Association (NEA) (hereinafter referred to as the "Association") this 14th day of February, 2023, sets forth all agreements of the parties, and supersedes all prior written and oral understandings.

ARTICLE I. RECOGNITION

1.01 TERMS OF RECOGNITION

A. Recognition Defined

The Board recognizes the Association as the sole and exclusive representative of the bargaining unit defined in Section 1.01B, below.

B. Bargaining Unit Defined

1. The bargaining unit represented by the Association shall consist of all regular certificated/licensed personnel on an annual salary under a written teacher's contract now or subsequently employed by the Board (including the position Literacy Coach and psychologist), except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Preschool Supervisor/Psychologists, and other administrative or supervisory personnel. Also included in the bargaining unit are: full-time and hourly small group teachers and tutors who are required to hold a certificate/license and required to work on site during the workday and work year per Sections 9.01 and 9.02, herein.

2. For the purpose of this Section, "other administrative or supervisory personnel" shall include any employee having the authority to hire, transfer, assign, promote, discharge or discipline a bargaining unit member, or having the responsibility to make recommendations thereon, except in regard to a supplemental contract on Appendix D where a Head Coach may make a recommendation(s) regarding an Assistant Coach without affecting the Head Coach's bargaining unit status.

1.02 WITHDRAWAL OF RECOGNITION

Recognition of the Association shall continue until it is withdrawn or a new bargaining representative is selected pursuant to Ohio Revised Code (O.R.C.) 4117.

ARTICLE II. NEGOTIATING PROCEDURE

2.01 GOOD FAITH NEGOTIATIONS

"Good Faith" negotiation, as provided for in this Article includes, but not by way of limitation, reasonable positions on bargainable issues; an indicated willingness to reach an agreement thereon; sound considerations of fiscal, professional, or administrative judgment in setting forth, evaluating or declining to agree to proposals; a search for counterproposals to proposals not accepted; refraining from unexplained changes in position; and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal or require the making of a concession. Representatives of the Board and the Association shall participate in negotiations freely, without fear of penalty, sanction, reprisal, or recrimination. No penalty or sanction, nor threat nor implication thereof, shall attach to negotiation participation or to failure to reach agreement in the course of negotiations.

2.02 TIMETABLE FOR NEGOTIATIONS

A. Notice of Intent to Open Negotiations

Unless a new bargaining representative is elected pursuant to Article 1.02, either party to this Agreement desiring to negotiate items which are proper subjects of negotiations, will notify the other party in writing. Such notice shall be given during the week containing March 1 of the year in which this Agreement expires. Notification in writing from the Association shall be addressed to the Superintendent and from the Board shall be addressed to the Association President. Monday is considered the first day of the week.

B. Initial Meeting

Within ten (10) days after receipt of such notice, but not later than the tenth (10th) day of March of the year in which this Agreement expires, an initial meeting will be held at which each party will submit in writing its proposal(s) with specific desired contract language, and thereafter additional items shall not be submitted by either party unless the other party consents thereto. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this Article and shall be disregarded.

C. Mediation

1. If agreement is not reached by June 1, either party may request that the Federal Mediation and Conciliation Service (FMCS) provide a mediator to assist them. Mediation conducted under the auspices of the FMCS shall continue until the expiration of the Agreement, and if the parties mutually agree, may continue thereafter.

2. The mediation procedure set forth in this Section constitutes the parties mutually agreed upon exclusive settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in O.R.C. Section 4117.14.

The Association reserves the right to strike under O.R.C. 4117 after expiration of the Agreement and providing it gives ten (10) days written notice in a manner and form required by O.R.C. 4117.

2.03 NEGOTIATION MEETINGS

A. Time of Meetings

Meetings shall be scheduled at reasonable intervals, places and times as agreed to by both parties.

B. Frequency of Meetings

1. Negotiation meetings shall be scheduled at the request of either party and, until negotiations are concluded, either party may require, at each meeting, decision on the date, time, and place of a subsequent meeting.

2. When unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible and both parties shall thereupon agree to the time for the next negotiation session.

C. Attendance at Meetings

1. Representation at all negotiation meetings shall be limited to six (6) representatives of the Board which includes the Board's legal counsel and six (6) representatives of the Association which includes the OEA Labor Relations Consultant. All negotiations shall be conducted exclusively between said negotiating teams.

2. In addition to the representatives provided for above, each party may, at its discretion, have up to one (1) observer present. Association observers shall be Association members, and Board observers shall be Board members or Board supervisory or administrative employees. Other persons shall not be observers unless both parties consent.

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

D. Caucuses

Either party may recess for caucuses of reasonable length at any time.

2.04 ASSISTANCE AND STUDY COMMITTEES

A. Consultants

Either party may call upon professional and lay persons (consultants) to consider and make suggestions concerning matters under discussion. The expense of said

consultant(s) shall be borne by the party requesting same. Said consultant(s) may be questioned during the negotiating session by either party.

B. Committees

The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties within the time limit specified by the parties creating the committee(s).

2.05 EXCHANGE OF INFORMATION

Each party shall furnish the other, upon reasonable request, all available information pertinent to the issue(s) under negotiation and not privileged by law. The expense of providing such information shall be borne by the party requesting it and such party shall initial for receipt of the requested items.

2.06 NEWS RELEASE

Either party may issue news releases once a mediator is requested.

2.07 ALTERNATIVE NEGOTIATIONS

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss and decide whether an alternative negotiations procedure (e.g., Interest Based bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules, including meeting dates, will be established. The ground rules shall supersede any conflicting provisions under this Article.

2.08 AGREEMENT

A. Tentative Agreement

Tentative agreement on negotiation items shall be reduced to writing and initialed by a representative of each party when the tentative agreement is reached.

B. Final Tentative Agreement

Final tentative agreement reached through negotiations shall be reduced to writing and submitted to the Association membership for ratification. Upon approval by the Association, the tentative agreement shall be submitted to the Board for approval. If approved by both parties, the Agreement shall then be signed on behalf of the parties and shall be adopted in resolution form as policy of the Board.

ARTICLE III. GRIEVANCE PROCEDURE

3.01 GRIEVANCE DEFINED

A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.

A grievance shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the Administrator hearing the grievance has authority to make a decision.

3.02 RIGHT OF THE INDIVIDUAL

A. Representation

1. A grievant, at his/her sole choosing, may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by no more than two (2) Association representatives, its affiliates and/or OEA counsel.

2. Nothing contained herein will be construed as limiting the right of a bargaining unit member having a problem to discuss the matter informally with an appropriate member of the Administration, and to have the grievance adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and state its views. Such resolution of a grievance shall not be considered precedent binding on the Association in future grievances. Any time a grievance proceeds beyond the first level, it is recommended that a bargaining unit member have a representative present.

B. No Reprisal

The fact that a bargaining unit member files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers, or any Board member or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

3.03 RIGHTS OF THE ASSOCIATION

A. Notice of Decisions

Decisions rendered at each level will be made in writing on the forms hereto attached, setting forth decision(s) and the reason(s) therefore, and will be transmitted promptly

to the grievant, the Association President and the Administrator against whom the grievance was filed.

B. Class Action Grievance

A grievance seeking specific relief for more than one (1) bargaining unit member may be filed by the Association on behalf of all affected bargaining unit members. The identity of those individual members allegedly affected will be disclosed to the administration no later than Step III.

C. Withdrawal of Support

Before the grievance is taken to the next level, the Association has the option of withdrawing its support. However, the grievant may continue to process the grievance through Level III, provided the procedural steps outlined in this Agreement are followed.

3.04 TIME LIMITS

A. Maximum Limits

The number of days indicated at each level is considered a maximum. The time limits specified, however, may be extended by agreement of the parties.

B. Date of Formal Filing

If a written grievance (Level II) is not filed within thirty (30) days after the act or condition(s) giving rise to the grievance is known, the grievance shall be considered waived.

C. Failure to Appeal

If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at that level and further appeal shall be barred.

D. Failure of Administrator to Respond

Failure at any level of an Administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level.

E. Recess Period

1. In the event a grievance is filed at such time that it cannot be resolved by the close of a work year, the grievance shall continue on time limits based on calendar days until resolution of such grievance.

2. The Association representative handling the grievance and the Superintendent may mutually agree to extend any or all steps to a time

certain. If the grievant is not represented by the Association, the grievant and the Superintendent may mutually agree to such extension.

3. In the event a grievance cannot be resolved because of the commencement of the Winter or Spring Recess, further attempts at resolution shall be postponed until the return to school following the Recess. However, the Association President and the Superintendent or, if the grievant is not represented by the Association, the grievant and the Superintendent may mutually agree to process the grievance during the Recess. The parties shall so agree when irreparable injury would result from a postponement.

3.05 HEARINGS

A. Time of Hearings

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

B. Structure of Hearings

All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded the parties. Each hearing shall have provision for: initial presentation by the grievant's case, presentation by the Administration of the Administration's case, cross-examination and/or questioning, and final summaries, with either party having the right, at his/her own option, to waive any and all of the foregoing.

3.06 PROCEDURAL STEPS

A. Level I (Initial Discussion)

If a bargaining unit member believes there is a basis for a grievance, he/she must first discuss the matter with his/her Principal or Immediate Supervisor in an effort to resolve the problem. During the meeting, the member will advise the Principal or Immediate Supervisor that the discussion is intended to be a Level I grievance meeting.

B. Level II (Supervisor)

1. If the grievant is not satisfied with the results of Level I, or is unable for cause beyond his/her control to discuss the matter with his/her Principal or Immediate Supervisor within thirty (30) days as prescribed in Section 3.04 (B), above, he/she may begin the procedure by submitting the written grievance on the form attached hereto, (Appendix A), to his/her Principal or Immediate Supervisor with a copy to the Association President.

2. Within seven (7) days of receipt of the form, the Principal or Immediate Supervisor shall render a written decision. The decision reached at this time will be recorded in Level II of the Grievance Report Form (Appendix B) and a copy will be sent to the grievant and Association President.

C. Level III (Superintendent)

1. If the grievant is not satisfied with the results of Level II, he/she may, within seven (7) days of receipt of the Level II decision, continue the procedure by submitting the written grievance to the Superintendent/designee with a copy to the Association President.

2. Within fourteen (14) days of receipt of the form, the Superintendent/designee shall render a written decision. The decision reached at this meeting will be recorded in Level III of the Grievance Report Form (Appendix B) and a copy will be sent to the grievant and Association President.

D. Level IV (Arbitration)

1. If the grievant is not satisfied with the Level III decision, the Association ONLY, may demand a hearing by an arbitrator by filing a written demand for arbitration with the Treasurer not later than fourteen (14) days after receipt of the Level III decision.

2. Within seven (7) days of the filing of the arbitration demand, the Board and the Association, shall either select an arbitrator by mutual agreement or the Association will petition the American Arbitration Association (AAA) to provide a list of names from which an arbitrator shall be selected. The cost of the arbitrator, cancellation fees, and the fees of the AAA shall be shared equally by the Board and the Association.

3. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement, and the arbitrator is prohibited from making a decision contrary to law as determined by a Court of competent jurisdiction. The Voluntary Labor Arbitration Rules of the AAA shall govern the arbitration process.

ARTICLE IV. EXCLUSIVE ASSOCIATION RIGHTS

4.01 RIGHT TO PAYROLL DEDUCTION OF DUES

A. Authorization for Deduction

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from said individual's wages the prescribed amount for the Association dues.

2. The enrollment period for such deductions shall be from August 1 to August 31, each year.

B. Length of Authorization

1. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted, in writing, to the Board Treasurer with a copy to the Association President.

2. The balance of the annual deduction shall be deducted from the final paycheck of a bargaining unit member resigning his/her position, receiving a leave of absence, or having his/her employment terminated after the date the Treasurer's office receives the authorization in any school year during the duration of this Agreement.

C. Schedule of Deductions

The deductions for all employees shall be made in equal two-week installments beginning in October or November and ending in June, consistent with the schedule for employees on the twenty-one (21) pay plan.

D. Transmittal of Deductions

Deductions so made shall be immediately forwarded to the bank of the Association's choice.

E. Ohio Fund for Children & Public Education (OFCPE)

Payroll deduction in even dollar amounts of at least One Dollar ($1.00) per deduction for the Ohio Fund for Children & Public Education (OFCPE) shall be made for any bargaining unit member who submits written authorization for such deduction. Deductions shall be made on the same equal installment schedule as the Association dues deductions. Transmittal of the total amount shall be immediately forwarded in the self-addressed stamped envelope provided by the Association.

4.02 RIGHT TO CONDUCT ASSOCIATION BUSINESS

A. Leave to Conduct Association Business

The Board shall grant up to twenty (20) days leave per school year to conduct the business of the Association. Notice of intent to use Association business leave shall be provided by the bargaining unit member by completing and delivering to his/her immediate supervisor the prescribed form at least three (3) days in advance of the anticipated absence. If circumstances make advance notice impracticable, the member shall notify his/her immediate supervisor of the intent to use Association business leave as soon as practicable. The Association President shall sign off on all Association leave requests before the leave will be granted. (See Appendix K)

B. Release Time for Association President

In the event of a President:

1. If the Association President is assigned to grades seven through twelve (7-12), he/she shall receive one (1) additional planning period during the student day each day to conduct Association business. The Association President may be expected to cover a class or duty during this time, but only as a last resort.

2. If the Association President is assigned to grades Pre-K through six, the Association President shall meet with the Administration to write a Memorandum of Understanding that will provide release time for the President (comparable to (B) (1) above) where the President will be free of all work related responsibilities to conduct Association business, and also minimize disruption to the school day. The Association President may be expected to cover a class or duty during this time, but only as a last resort.

In the Event of Co-Presidents:

Each Co-President will receive a minimum of thirty-five (35) minutes of additional planning time during each student day that will be free of all work-related responsibilities to conduct Association business. The minutes will be in increments of no less than fifteen (15) minutes. Each Co-President may be expected to cover a class or duty during this time, but only as a last resort.

C. Access to Building to Conduct Association Business

Duly authorized representatives of the Association and its affiliates may transact business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be transacted on any class time, nor shall the Association business in any way interfere with scheduled student/teacher, parent/teacher, or administrator/teacher conferences. All visitors, including Association representatives, must report to the Building Office before transacting business.

D. Early Dismissal to Attend Association Meetings

1. An Association Executive Committee member shall be free to leave his/her building five (5) minutes after the last pupil dismissal in the District on the date of the regular monthly meeting of the Executive Committee.

2. When the dismissal time can be established, and the monthly meeting dates are set, the Association President shall distribute a copy of the schedule and the names of the bargaining unit members involved to building administrators and the Superintendent.

E. Association Building Advisory Committee

At each building there will be an Association Building Advisory Committee that is comprised of the Association building representatives plus the building administrator(s). The Association Building Advisory Committee will meet no less than once per month during the regular school year (September-May) to review and discuss building concerns and practices. These meetings will be conducted at mutually agreeable times and locations.

F. Labor Management Committee (LMC)

1. The purpose of the Labor Management Committee is to foster communication on all matters of concern; to keep both parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement; to keep the staff of all departments working at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope. It is recognized that bargaining unit member concerns should be addressed at the lowest possible administrative level. The Committee shall consist of no more than one (1) bargaining unit member from each building, appointed by the Association President and three (3) members from the Administration, unless the parties mutually agree that additional representatives may attend a specified session.

2. The meetings of the LMC are intended to be informal in nature in order to maintain an atmosphere of free exchange of ideas and concerns. The minutes of meetings shall be approved by the Superintendent and Association President prior to publication.

3. There shall be regular monthly scheduled meetings of the LMC. In addition, either party may request that the LMC meet to discuss matters of imminent concern. The LMC shall not reach consensus on issues unless the Superintendent and Association President are in attendance.

4. The LMC does not replace the grievance process.

4.03 RIGHT TO INFORMATION

A. Agenda and Minutes of Board Meetings

The Association will be provided with one (1) electronic copy of minutes of official meetings of the Board and all other documents related to all matters that are distributed to Board members at official meetings, as soon as possible after such meetings. A copy of the official agenda of the meeting, and any other related attachments, will be given to the Association in advance of said meetings.

B. Newly Employed Bargaining Unit Member

1. The Association will be provided with the name and address of a newly employed bargaining unit member as soon as such information is available.

2. An Agreement will be given to each new bargaining unit member by the administration prior to the first new teacher professional development day. Members hired after the first in service day shall receive an Agreement upon the earlier of (1) the first day of work, or (2) the date of Board action. The Board will provide the Association with a list of newly hired employees' names and addresses no later than two (2) weeks prior to the start of the school year and/or at other times when new members are hired.

C. Legislatively Required Professional Development

The administration will inform new bargaining unit members of their requirement to participate in legislatively required professional development.

D. Retiring Bargaining Unit Member

The Association will be provided with the name and address of a retiring bargaining unit member as soon as such information is available.

E. Board Policy

A copy of the current written policies of the Board will be provided to the Association President upon request. They are also accessible via the District web page.

4.04 RIGHT TO USE SCHOOL BUILDINGS AND FACILITIES

A. Buildings

1. Upon request, the Association or any committee thereof shall have the privilege of using school buildings and facilities for lawful professional purposes on days school is in session.

2. The Association may also use school duplicating equipment at its cost.

3. However, the Association shall not use school buildings, facilities, or equipment at times or in a manner which would interfere with educational or other scheduled activities.

4. The Board will provide office space for the Association President in school facilities. If space is available, the office will be located in the building to which the Association President is assigned to work.

5. A telephone may be installed in the office at the Association's expense.

B. School Mail

1. The Association will have the right to place notices, circulars and other material in the mailboxes of all bargaining unit members.

2. The Association will have the right to use the interschool mail system to distribute materials of the type described above.

4.05 RIGHT TO INVOLVEMENT IN CURRICULUM PLANNING

A. Evaluation of Programs

The Association will assist the Superintendent in evaluating present and future programs.

B. Courses of Study/Textbook Selection

Participating in textbook selections, helping to design, select and update courses of study, typically on a five (5) year cycle, and doing proper daily planning to implement same are recognized as integral parts of the teaching job. The Administration is to provide the necessary leadership in all phases. If courses of study are revised more frequently than once every five (5) years, Section 4.05C, below, will apply.

C. Curriculum Meetings

Those bargaining unit members required to work on curriculum revision will be reimbursed at a rate equal to the hourly rate of an individual at the BA second step (BA-1), for the time worked with Administration approval outside of the normal workday. Volunteers will be solicited before members are required to perform curriculum work. The Association shall appoint no more than two (2) members per curriculum revision, with the appointed members meeting the criteria for the committee. No teacher will be required to participate in more than one (1) curriculum revision per year. The group doing the particular revision will collectively decide when such meetings will be held, provided that the Administration may require meetings to be scheduled so as to ensure timely completion of the work. The Association will receive a list of those members who volunteered to serve and those who are on the committee.

4.06 RIGHT TO PLAN PROFESSIONAL DEVELOPMENT

The Board allocates one (1) of the three (3) "allowable" professional development dates to the Association to plan and implement educational oriented professional improvement programs, if it so desires. The plan would include cost estimates and must have prior Board approval. The Association must declare in writing, to the Superintendent by January 15 of each year, its intention to utilize a professional development day for the following school year. The dates of professional development days will be determined by the Board by calendar adoption. At its discretion, the Association will defer the planning and

implementation of its one (1) allocated professional development day to the Professional Development Committee.

4.07 TEACHER PROFESSIONAL ORGANIZATION STIPEND

The Association president(s), vice president, secretary, treasurer and negotiations team will be paid a stipend by the Board as identified by the Association. The Association shall notify the Treasurer in writing of the names of the persons serving in these positions by October 1 of each year. The Association shall reimburse the Board for the cost of the stipends, Medicare, Workers Compensation, and any applicable retirement costs.

ARTICLE V. SALARIES AND REIMBURSEMENTS

5.01 SALARY SCHEDULE

A. Salary

A bargaining unit member shall be paid at the rate determined by his/her proper placement on the Teachers Salary Schedule (Appendix C).

B. Initial Placement on the Salary Schedule

Initial placement on the salary schedule shall be according to the following statements:

1. No more than ten (10) years of experience can be granted in any combination of the following items (Article 5.01 B 2-8), except where the Administration determines the position is highly competitive or difficult to fill with a highly qualified licensed teacher.

2. All years of teaching service as a certified teacher in the District, regardless of training level, with each year consisting of at least one hundred twenty (120) days of teaching.

3. All years of teaching service as a certified teacher in another public school in Ohio with each consisting of at least one hundred twenty (120) days of teaching.

4. All years of teaching school as a certified teacher in a non-public school chartered by the State of Ohio to a maximum of five (5) years, with each year consisting of at least one hundred twenty (120) days of teaching or substituting.

5. All years of active military services in the armed forces of the United States, to a maximum of five (5) years.

6. All years of tutoring in the District or another public school district in Ohio. A year is defined as at least seven hundred twenty (720) hours of service. (Several years can be combined to equal seven hundred twenty (720) hours, but not more than one year can be granted for any single school year.)

7. All years of service up to five (5) years in a chartered school or institution or in a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a certified teacher, with each year consisting of at least one hundred twenty (120) days.

8. All years of substitute service up to five (5) years in the District or another public school in Ohio consisting of at least one hundred twenty (120) days in one district for each year of credit granted.

9. All credit courses and degrees earned by a bargaining unit member likewise shall be considered in placement on the salary schedule.

C. Initial Placement on Salary Schedule for Career Technical Education Teachers with No Previous Teaching Experience

For Career Technical Education Programs, if the teacher candidate has worked directly in the career field that will be taught and does not have prior teaching experience, no more than ten (10) years of experience can be granted for employment in the career field directly related to the career technical education program the teacher is being hired to lead (this provision is in lieu of *Negotiated Agreement* Section 5.01B). In order to receive the years of experience, the teacher must provide written verification from past employer(s).

D. Advancement on the Salary Schedule

1. Bargaining unit members shall advance vertically on the salary schedule for each year of service;

2. Hours for the MA+15 and MA+30 columns must be taken after receipt of the MA;

3. Hours for the MA+15 and MA+30 columns, other than graduate hours, must be directly related to the bargaining unit member's current or expected teaching assignment or new certificate. No current member's placement shall be reduced as a result of this Paragraph 3. The member should obtain the Superintendent's prior approval for undergraduate course work subject to this Section.

4. CEU/PDU credit approved by the LPDC will be equivalent to a semester hour of college credit on a 3:1 ratio. Accumulation of such can begin after a Master's Degree is earned.

5. Bargaining unit members who complete coursework that will move them on the salary schedule must complete the coursework prior to the first teacher workday and submit an official transcript to the Superintendent's office no later than September 30 to effect change of placement for the first semester.

To effect a change in salary placement for the second semester, members must complete coursework and submit an official transcript by February 1.

E. Hourly Tutors

Persons employed as hourly tutors shall be paid an hourly rate in accordance with their training experience on the negotiated Hourly Tutor Rate Schedules (Appendix C-4). Tutors shall be paid their hourly rate for each hour scheduled with students, regardless of student attendance, and for each hour required to attend meetings with Administrators, teachers or parents. Hours scheduled shall be rounded to the next highest quarter (1/4) hour for pay purposes. Pay will be biweekly.

5.02 PAYROLL PRACTICES

A. Pay Dates

A salaried bargaining unit member shall receive his/her salary in twenty-six (26) biweekly substantially equal pays. Those members opting for twenty-one (21) pays as of the 2009-2010 school year shall continue with this option until such time as they opt for twenty-six (26) pays. All new members shall be required to accept wire transfer of their paycheck. Unless a bargaining unit member requests a paper copy of their pay stub with the Treasurer by September 1, notice of direct deposit will be provided via the member's school email account.

B. Lump Sum Pay During Work Year

In the event the individual teaching contract is terminated by either party during the work year, the total sum due the bargaining unit member shall be paid at the next scheduled payday following the last day of service by the member. All insurance coverage and/or benefits provided by this Agreement will terminate on the last day of the month of the effective date the contract is terminated.

C. Lump Sum Pay at End of School Year

In the event the individual teaching contract is terminated or not renewed by either party effective at the end of the school year, including via a reduction in force, the bargaining unit member will have the option to be paid the lump sum due by the second scheduled payday following the last scheduled teacher day. In order to receive that benefit, the member must notify the Treasurer's Office in writing prior to the last teacher workday. If notification is not provided, the member will receive his/her pay over the summer as provided to all other members. With the exception of members who have resigned for purposes of retirement and who are eligible to obtain health insurance through STRS, a member will continue to receive insurance benefits through August, regardless of whether the member requests a lump sum.

D. Supplemental Pays

1. Year-round supplemental contracts will be paid on a prorated basis as part of

the member's regular pay. Seasonal supplemental contracts shall be paid as part of the member's regular pay according to the following schedule:

a. Fall Activities – 50% of contract last pay of September, with the balance paid upon submission and approval of the Supplemental Contract Request for Final Payment form (Appendix M).

b. Winter Activities – 50% of contract last pay of December, with the balance paid upon submission and approval of the Supplemental Contract Request for Final Payment form (Appendix M).

c. Spring Activities – 50% of contract last pay of April, with the balance paid upon submission and approval of the Supplemental Contract Request for Final Payment form (Appendix M).

For non-athletic seasonal supplemental contracts, 50% of the contract will be issued on the date found in the member's employment contract for the position, with the balance paid upon submission and approval of the Supplemental Contract Request for Final Payment form (Appendix M).

2. The second pay in each season will be subject to the member submitting Supplemental Contract Request for Final Payment form, signed off on by the principal/athletic director. For Fall and Winter activities, if the Supplemental Contract Request for Final Payment Form is not timely provided, the second pay in each season will be paid with the seasonal pay schedule that follows the submission of the approved Supplemental Contract Request for Final Payment form. For Spring activities, if the Supplemental Contract Request for Final Payment form is not timely provided, the second pay will be paid following the submission of the Supplemental Contract Request for Final Payment form.

3. If a member is unable to complete the supplemental contract due to a leave of absence requiring a substitute, the supplemental pay will be prorated for that period worked, with the balance being paid to the substitute.

5.03 PAYROLL DEDUCTIONS

A. General Provisions

In addition to the deductions required by law for Municipal, State and Federal taxes and the State Teachers Retirement System, a bargaining unit member shall be entitled to the following voluntary payroll deductions.

B. Association Dues

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount of Association dues.

2. The deductions for all members shall be made in equal two-week installments beginning in October or November and ending in June.

3. The enrollment period for such deductions shall be from September 1 to September 30 each year. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted, in writing, to the Board Treasurer by August 31, with a copy to the Association President.

C. United Way Contributions

1. Upon the written authorization of the bargaining unit member, a deduction will be made from the member's wages and forwarded to the United Way.

2. Such authorization shall be revocable by written notice upon the will of the bargaining unit member.

3. Money so collected shall be immediately forwarded by the Treasurer to the United Way with an accounting as to the name and amount paid by each member.

D. Credit Union

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount for the Medina County Federal Credit Union.

2. Money so collected shall be immediately forwarded by the Treasurer to the Medina County Federal Credit Union to be credited to the account of the bargaining unit member.

3. Such authorization may be revocable by written notice upon the will of the member.

E. Life and Income Protection Insurance

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount as to that member's premium for additional term life insurance, as provided for in Section 6.04C, herein, and for other income protection insurance.

2. Such authorization shall be revocable by written notice upon the will of the bargaining unit member.

F. Political Contributions

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount [of Five Dollars ($5.00) or more], as that member's contribution to the political organization of his/her choice. For The Fund for Children and Public Education (FCPE), the amount per deduction may be any even dollar amount of at least One Dollar ($1.00).

2. Such authorization may be revocable by written notice upon the will of the bargaining unit member.

3. Money so collected shall be immediately forwarded, by the Treasurer, to the proper political organization along with the name(s) of the member(s) making the contribution.

G. Annuities

1. The Board shall purchase, for any bargaining unit member desiring, the annuities program requested by the member, provided such program shall be with any insurer licensed to do business in the State of Ohio, and that there are sufficient bargaining unit members to comply with the IRS requirements.

2. The cost of such annuities shall be reduced from the annual salary of the bargaining unit member and the difference shall be the total which the Treasurer reports as the member's earnings for tax purposes.

3. Authorization for such annuities may be revocable by written notice upon the will of the bargaining unit member.

4. Participation in annuities program(s) is subject to review and modification for IRS compliance.

5.04 SUBSTITUTE TEACHERS

A bargaining unit member required or requested to substitute during his/her preparation period shall be paid at the BA column, Step One, (BA-1) hourly rate, prorated. A tutor who is required to substitute during a planning period that is unable to be rescheduled during the same student day will likewise be paid at the BA column, Step One, (BA-1) hourly rate, prorated.

The Administration shall prepare a list of those bargaining unit members willing to substitute during their planning periods and first assign period substitutions to members on that list.

5.05 SEVERANCE PAY

A. Right to Severance Pay

A bargaining unit member shall receive severance pay upon quitting his/her employment in the District and/or retiring from active teaching service providing he/she: (1) is approved for retirement benefits by the State Teachers Retirement System (STRS), or (2) is at least fifty (50) years old and has taught at least ten (10) full years in the District, or (3) has fifteen (15) or more years' service credit with the STRS and at least ten (10) full years of service in the District.

B. Calculation of Severance Pay

1. Severance pay shall be based on the regular teaching contract per diem rate of pay of the bargaining unit member at the time of his/her last day of service.

2. Severance pay will be given for forty percent (40%) of a bargaining unit member's accumulated sick leave at the time of resignation/retirement, up to forty percent (40%) of two hundred (200) days; i.e., a benefit of up to eighty (80) days.

3. If a bargaining unit member who does not have sufficient Sick Leave to qualify for maximum severance resigns or retires after fifteen (15) or more years' service in the District, then the severance pay to which he/she is entitled shall be supplemented by One Hundred Dollars ($100.00) for each year of service in the District, provided that the total severance pay shall not exceed the eighty (80) day cap.

C. Method of Payment

1. The severance payment will be made in one (1) lump sum within ninety (90) calendar days of the last day under contract with the District to AIG, the provider. In the event the member has not submitted his/her information to the Treasurer's Office within ninety (90) days, the severance payment will be made to the member within twenty (20) days of receiving the information.

2. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of the "Severance Pay Deferral Program" described in section 3.4 (a) of the District's Section 403 (b) Plan (the "Section 403(b) Plan"), certain retiring bargaining unit members shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "Designated Plan Contract"). Payment of such amounts under this section 3.4(a) of the Section 403(b) Plan shall be in lieu of payment of such amounts directly to the retiring employee; and no retiring employee shall have the option of receiving payment of such amounts directly in cash.

3. Any bargaining unit member entitled to severance pay who is not an eligible participant (an eligible participant is defined as a member who retires in or after the calendar year that includes the members 55th birthday) in the WEA Severance Pay Deferral Program will continue to be eligible for any and all severance payments in accordance with section 5.05. The member may elect to defer such pay to a plan contract, as permitted by any related provision of the Section 403 (b) Plan.

4. All contributions to the Section 403(b) Plan, all deferrals to a Plan Contract, and all payments to members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer determines is required by law. Neither the Board nor the Association guarantees any tax results associated with the Section 403(b) Plan, deferrals, or payments made to a member.

5. The provisions of Section 3.4(a) of the Section 403(b) Plan are hereinafter referred to as the WEA Severance Pay Deferral Program. The terms of the WEA Severance Pay Deferral Program shall include the following:

   a. Participation in the WEA Severance Pay Deferral Program shall be mandatory for all "Covered Employees". A Covered Employee shall be any WEA Employee who retires in or after the calendar year that includes the Employee's 55th birthday and thereby becomes entitled to "Severance Pay".

   b. For purposes of the WEA Severance Pay Deferral Program, the term "Severance Pay" shall mean a payment that is attributable to the Covered Employee's accrued but unused sick days. In addition, the Severance Pay must be payable no later than the last day of the fifth calendar year following the calendar year of the Covered Employee's termination of employment on account of retirement.

   c. The Employer Contribution made on the behalf of the Covered Employee under the WEA Severance Pay Deferral Program in each calendar year shall be in an amount equal to the lesser of:

      (1) The total amount of the Covered Employee's Severance Pay.

      (2) The maximum contribution amount allowable under the terms of this Plan.

   d. The required Employer Contribution under the WEA Severance Pay Deferral Program shall be made within the timeframes described in under the CBA.

   e. To the extent that the Employer Contribution under the WEA Severance Pay Deferral Program exceeds the maximum amount allowable under this Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January in subsequent calendar years, up to the maximum amount allowable under this Plan, for up to a maximum of five (5) calendar years after the calendar year of the Covered Employee's retirement; and if there is any remaining amount of Severance Pay, the excess amount shall be paid to the Covered Employee in cash.

D. Restrictions

Within the meaning of this policy, an individual may "retire" only once. Retirement from another district shall make an individual ineligible for this retirement benefit.

E. Any teacher who retires under STRS and returns to employment in the District will not be eligible for severance pay.

F. Severance Enhancement

Any bargaining unit member who (1) is eligible to retire under the STRS regulations, (2) retires at the end of school year when he/she first qualifies for unreduced benefits, as determined by STRS, and (3) submits a resignation and notice of retirement no later than March 1 of that year, will receive an enhanced severance of sixty percent (60%) of accumulated sick leave, up to sixty percent (60%) of 200 days; i.e., a benefit of up to one hundred twenty (120) days. This enhanced severance is in lieu of the standard severance referenced in Paragraphs B(2) or B(3) above.

5.06 REIMBURSEMENT FOR MILEAGE

A. Right to Reimbursement

A bargaining unit member who is required by the Board to use his/her own automobile to perform his/her assigned duties shall be reimbursed for all such travel. Examples are: a member who is assigned to more than one (1) school per day, and a member employed as a career technical education teacher who is required to use his/her car in connection with performing assigned duties.

B. Rate of Reimbursement

Reimbursement shall be at the current IRS rate.

C. Method of Payment

Mileage reports shall be submitted monthly to the Treasurer by the fifth (5th) for mileage driven during the preceding month. Payment for mileage shall be made on the first payday falling on or after the twelfth (12th), unless the bargaining unit member requests payment on a later date.

D. Restrictions

The Board may limit the total miles per year for work study coordinators.

5.07 FBI CHECK

The Board shall pay for the cost of any FBI check necessitated by licensure renewal provided the bargaining unit member initiates the background check through central office.

5.08 THIRD GRADE GUARANTEE

Bargaining unit members who are assigned to third grade and required to attend trainings, take additional coursework, or take an exam(s) related to the third grade guarantee shall be reimbursed for all expenses.

5.09 MAXIMUM ACCRUAL OF SICK LEAVE BONUS PAYMENT

Members who begin a new contract year with the maximum amount of sick leave accrual, three hundred four (304) days, will receive a payment of one hundred fifty dollars ($150) on the second pay of September.

ARTICLE VI: INSURANCE

6.01 GENERAL PROVISIONS

A. Right to Insurance Benefits

1. In addition to the salary and other payments provided by Article V, the compensation of a bargaining unit member shall include the insurance benefits provided herein. Bargaining unit members who are scheduled to work less than seventy-five percent (75%) of full time shall not be eligible for benefits under Article VI. Tutors may enroll in Board insurance plans at their own expense, subject to eligibility requirements for such plans. The Board shall not be required to pay any portion of the tutor's premium expense.

2. Bargaining unit members who were eligible for and receiving benefits as of September 1, 2010 will continue to be eligible for insurance benefits under this Article VI if their work schedule is reduced below the seventy-five percentile (75%), provided they remain actively employed by the District as a teacher (i.e. are not laid off but working at least part time). Said members will be responsible for payment of fifty percent (50%) of the premium as determined by the District. The District will pick up the remaining fifty percent (50%) of the premium.

B. Copy of Certificate of Insurance

1. The Board shall provide to the Association one (1) copy of each signed contract and certificate of insurance entered into between the Board and the insurance company(ies) which shall provide the benefits specified in this Agreement.

2. Copies of contracts and certificates of insurance subsequently entered into by the Board shall be provided within two (2) months after they are received by the Board.

C. Distribution of Explanation of Coverage(s)

1. As amendments and/or changes in insurance coverages or carriers are made, a bargaining unit member will receive a written description, prepared by the carrier, of such amendments and/or changes. This written description shall be provided to members within sixty (60) days of the amendment and/or changes.

2. A bargaining unit member hired during the term of this Agreement shall, at the time of the signing of his/her teaching contract, receive a written description of all insurance coverages in effect at that time.

D. Full-Time Bargaining Unit Member Defined

For purposes of this Article "regular, full-time bargaining unit member" includes only members who regularly work more than seventy-five percent (75%) of the full teacher workday and workweek during the school year.

E. Distribution of Insurance Cards

Each bargaining unit member shall be issued a current insurance card.

6.02 PREFERRED PROVIDER ORGANIZATION (PPO)

A. Method of Payment/Insurance Premium Share

The employee shall pay eleven percent (11%) of the monthly premium.

B. Schedule of Benefits

The schedule of benefits, including prescription drug benefits, is in Appendix L.

C. Wellness Rider

The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual. The objective is to encourage modifications of member health status and enhance personal well-being and productivity, with a goal of preventing injury and illness.

The program includes the following provisions:

(1) An annual voluntary onsite biometric screening or physician-directed preventive exam will be provided at no cost to the employee. Onsite biometric screenings or physician-directed examinations shall be conducted around the summer/fall of each calendar year. The screening shall provide (but not be limited in application to as determined by the District) confidential employee information in four (4) key wellness categories:

- Non-smoker or participation in a smoking cessation program
- Low-density Li-protein (LDL)/High-density Li-protein (HDL) and Total Cholesterol
- Body Mass Index (BMI)
- Blood Pressure (BP)

(2) Effective January 1, 2021, employees who voluntarily participated in the 2020 onsite biometric screening or physician-directed preventive exam will have the opportunity to earn HRA credits. The value of HRA credits in the 2021 calendar year will be based on four key biometric components. Each component shall be equal to a credit value of $25 for single enrollees or $50 for family enrollees. In no event will the total value of credits exceed $100 for a single enrollee or $200 for a family enrollee. HRA credits are non-transferable and are only valid against allowable medical expenses incurred and applicable during the 2021 calendar year.

Beginning in 2021 and applicable for each subsequent calendar year, HRA credits shall be issued subject to the terms and conditions outlined herein; credits shall be provided on the following basis.

- Participation in the immediately preceding period's onsite biometrics initiative or physician-directed preventive exam.
- Employee certification of being a non-smoker or successful completion of a physician-directed smoking-cessation program during the year shall be worth $25/single or $50/family.
- Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 240, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.
- Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.
- Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their

blood pressure or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's blood pressure be in excess of 140/90, a 5% improvement over both the prior year's Systolic and Diastolic blood pressure number provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.

For each year after 2020, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician-directed preventive exam will have the opportunity to earn health credits for the following calendar year.

6.03 TERM LIFE INSURANCE

A. Right to Coverage

Except as provided in Section 6.01A, the Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of Fifty Thousand Dollars ($50,000) for each regular, full-time bargaining unit member now or hereinafter employed.

B. Method of Payment

The full cost of this program and any increase thereof shall be paid by the Board.

C. Right to Purchase Additional Coverage

The Board shall allow an eligible bargaining unit member to purchase additional amounts of coverage through payroll deduction, provided the number electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company. The Board may insist that the amount of such additional coverage shall be Fifty Thousand Dollars ($50,000) or One Hundred Thousand Dollars ($100,000), at the option of the bargaining unit member. The right to purchase such additional coverage is subject to availability and to all requirements imposed by the insurance carrier.

6.04 DENTAL INSURANCE

A. Right to Coverage

Except as specified in Section 6.01A, above, the Board shall self-fund and/or purchase from a carrier licensed in the State of Ohio, dental insurance coverage which meets the specifications set forth in this section for each bargaining unit member, now or hereinafter employed, and his/her family. The Board shall maintain the current Usual and Customary Rate (UCR) percentile for services out of the PPO network.

B. Method of Payment of Coverage

The full cost of such insurance shall be paid by the Board.

C. Right to Change Coverage Status

A bargaining unit member may change the coverage status (Single or Family) effective the first (1st) of any month, subject to the rules and regulations of the carrier.

D. Specifications of Coverage

Listed in Appendix L

6.05 INSURANCE COMMITTEE

The Superintendent will establish a long-range insurance committee consisting of an equal number of representatives from the Association, the administration, and the classified employees. The Superintendent will appoint a facilitator of the committee. The committee's responsibilities include reviewing insurance costs, exploring programs additions/modifications and providing timely information for the negotiations process. The committee will meet at least quarterly with individual committee members having the authority to submit agenda items. No change in the program shall occur except through the negotiations procedure as provided for in Article II or under O.R.C. 4117. If the District experiences a twenty percent (20%) increase or more in insurance premiums, the insurance committee will meet immediately to discuss ways to control costs.

ARTICLE VII. LEAVE PROVISIONS

7.01 SICK LEAVE

A. Accumulation

A bargaining unit member shall be allowed to accumulate Sick Leave credit to the maximum of three hundred four (304) days. Any member who retires under STRS and returns to employment in the District shall accumulate sick leave as prescribed in this section of the Agreement, with the understanding there will be no carryover of sick leave from service that predates their STRS retirement. Members shall be eligible for all other leaves as prescribed under Article VII, Leave Provisions.

B. Annual Allowance

Bargaining unit members shall be granted sick leave on the following basis: one and one-quarter (1¼) days for each completed month of service or fifteen (15) days for each completed year of service.

C. Notification of Accumulated Days

A bargaining unit member shall receive accurate notification of his/her accumulated Sick Leave with each pay.

D. Advance

A bargaining unit member whose Sick Leave has been exhausted shall be credited with five (5) days of Sick Leave as provided for in O.R.C. Section 3319.08. These five (5) days or any portion thereof may be used at any time in case the member is unable to work because of any of the prescribed reasons for the use of Sick Leave and the member has not accumulated a sufficient amount of Sick Leave as provided for in O.R.C. Section 3319.08.

E. Use of Sick Leave

1. Sick Leave with pay (Appendix K) may be used for the following reasons:

   a. For absence of the bargaining unit member due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others;

   b. For absence of the bargaining unit member due to illness, injury, or death in the immediate family of said member;

   c. A bargaining unit member may use accrued Sick Leave for pregnancy, as provided in the Ohio Revised Code. Absent medical verification of a need for a longer leave, the use of sick leave for pregnancy and/or childbirth will not exceed six (6) weeks from the date of delivery or eight (8) weeks from the date of delivery for a caesarean section, when documentation of the caesarean section has been provided.

   d. A maximum of two (2) days related to the birth of a child of an immediate family member.

   e. For death of an aunt or uncle up to a maximum of two (2) days. If a member requires more than two (2) days, he/she may use personal leave.

2. Sick Leave with pay may not be used for:

   a. Child care;

   b. Grandchild care.

3. Bargaining unit members will not be charged sick leave on non-work days.

4. Bargaining unit members utilizing sick leave shall not be required to give the reason, except that they are in compliance with 7.01 (E) (1). Notwithstanding this provision, a member may be required to provide reasons if there is an investigatory meeting because of suspected misuse, abuse, or unauthorized use of sick leave.

5. Any misuse, abuse, or unauthorized use of sick leave will result in disciplinary action up to and including termination.

6. Sick leave must be taken in minimum increments of ¼ (one-quarter) hour.

F. Immediate Family Defined

The "immediate family" shall be defined as follows:

1. spouse of the bargaining unit member;

2. children and grandchildren of the bargaining unit member or his/her spouse;

3. parents and stepparents of the bargaining unit member or his/her spouse;

4. brother(s) and sister(s) of the bargaining unit member or his/her spouse;

5. grandparents of the bargaining unit member or his/her spouse;

6. son-in-law and daughter-in-law of the bargaining unit member or his/her spouse; and

7. In the event of death, "immediate family" also includes aunts and uncles.

8. any person in loco of the above (e.g., anyone residing in the same home with the bargaining unit member or any relative who clearly stands in the same relationship with the member as any of those so specified). A member must provide a written description of the facts on the District absence report form supporting the in loco situation.

7.02 SICK LEAVE POOL

1. A Sick Leave Pool shall be established from voluntary donations of sick leave days from bargaining unit members.

2. Each year, during the month of September, each bargaining unit member who has a minimum of ten (10) accumulated sick days may donate one (1) day per year to the Sick Leave Pool by completing the Sick Leave Donation Form (Appendix F-1) and sending this form to the Treasurer. Upon request, the Association will be given written confirmation regarding the total number of dollars in the sick leave pool.

3. Once a member donates sick leave and Appendix F-1 is forwarded to the Treasurer, the sick leave donation is irrevocable. The sick leave donation shall be immediately deducted from the member who donated the sick leave and placed into the Sick Leave Pool.

4. A member may use the Sick Leave Pool if he/she has met all the following criteria:

   a. All of his/her sick leave accumulation has been exhausted. Members may apply to the sick leave pool prior to exhausting their sick leave balance.

   b. His/her absence is due to a life threatening illness or catastrophic injury of him/herself or his/her spouse or child, any of which must be certified by a doctor of the bargaining unit member or doctor of the bargaining unit member's spouse or child.

   c. The bargaining unit member has completed the Application to Use Sick Leave Pool (Appendix F-2).

   The bargaining unit member will initially be granted up to thirty (30) days from the Sick Leave Pool provided they have met the criteria established in 7.01(G)(4)(a-c). In order to qualify for an additional thirty (30) days (for a total of sixty (60)) the member must have applied for STRS disability or private disability retirement where the medical prognosis is that the bargaining unit member will not return to work within a reasonably short time (normally within sixty (60) working days). The Board will provide assistance to the bargaining unit member in preparing the disability retirement application, when requested. Members accessing the sick leave pool due to a life threatening illness or catastrophic injury of his/her spouse or child may only access a maximum of thirty (30) days.

5. The Association President will review each new application and determine the eligibility of the applicant consistent with the criteria contained in Paragraph 4 above. The application of any member who meets the criteria will be forwarded to the Superintendent for verification and processing. (Appendix F-3)

6. Upon mutual agreement of the Board and the Association, if the Sick Leave Pool falls below thirty-five thousand dollars ($35,000.00), a time period in addition to the yearly September donation time period can be established in order to ask members to donate one (1) or more sick leave days to the Sick Leave Pool.

7. Days will be donated and issued based on the per diem at the time of the donation or issuance of the sick leave.

8. The maximum number of Sick Leave Pool days that may be claimed by any one (1) bargaining unit member is sixty (60) days for each separate and distinct life threatening illness or catastrophic injury as certified by a doctor of the bargaining unit member or thirty (30) days for each separate and distinct life threatening illness or catastrophic injury if accessing the sick leave pool due to his/her spouse or child as certified by a doctor of the bargaining unit member's spouse or child.

9. If a member is approved for STRS disability retirement or for private disability insurance benefits while receiving Sick Leave Pool days, he/she must immediately utilize such benefits, and Sick Leave Pool benefits shall cease.

7.03 PERSONAL LEAVE

A. Right to Leave

1. Bargaining unit members shall be eligible for three (3) days of unrestricted Personal Leave per school year.

2. Bargaining unit members will not be charged Personal Leave on non-work days.

3. Personal Leave must be taken in minimal increments of one-quarter (1/4) hour.

4. Members requesting personal leave shall not be required to give the reason.

B. Notice of Intent to Use Leave

Electronic notice of intent to use Personal Leave shall be provided by the bargaining unit member at least five (5) days in advance of the anticipated absence (The Board will create guidelines for the use of the electronic notice of intent and bring them to the Labor Management Committee for discussion prior to implementation; until this occurs the form in Appendix K will be used). If circumstances make advance notice impossible, the bargaining unit member shall notify the Immediate Supervisor of his/her intent to use Personal Leave as soon as practicable.

C. Restrictions

It is understood that a bargaining unit member will not use Personal Leave:

1. The first seven (7) teacher contract days or the last two (2) student days of the school year or the school day before/after an extended weekend or break. If a professional development day and/or NEOEA Day is the reason for the extended weekend, then the weekend is not termed "extended" and the work day before/after the professional development or NEOEA Day is not restricted.

2. Not more than ten percent (10%) of the bargaining unit members of any one (1) building or one (1) bargaining unit member (whichever is greater) may take such leave on any one (1) day. When the number of members eligible involves a fraction, the number will be rounded to the nearest whole number.

3. A bargaining unit member utilizing Personal Leave is only subject to the restrictions in B, C1 and C2. A member is also restricted in the utilization of combined paid Personal Leave and unpaid days in that the member may not utilize more than two consecutive days of combined paid personal and unpaid leave.

4. With the approval of the Superintendent, exceptions may be made to the restrictions set forth in C1-C3 above.

D. A bargaining unit member who abuses Personal Leave will be subject to discipline, up to and including termination.

E. Bargaining unit members will be paid one hundred fifty dollars ($150.00) for any unused Personal Leave day(s) by the second regularly scheduled pay of July. Bargaining unit members who are less than full time will be paid for unused Personal Leave on a prorated basis. If a member desires to have unused Personal Leave converted to sick leave in lieu of receiving the one hundred fifty ($150.00) reimbursement per unused Personal Leave day, they must submit a letter to the Treasurer's office by the last teacher workday.

7.04 PAID ADOPTION LEAVE

A. Adoptions in the United States

A bargaining unit member is eligible, upon adoption of a child in the United States, to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. (Appendix K) Such leave must be taken within a 12-month period, during which period custody is received. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed twenty (20) days.

B. Adoptions Outside the United States

If a child outside of the United States is adopted, a bargaining unit member will be able to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. Such leave must be taken within a 12-month period, during which period custody is received. Further, accumulated sick leave may be used for up to a total of ten (10) days for the adoption process, prior to receiving custody of the child. The scheduling of leave for the adoption process will be arranged between the bargaining unit member and the Superintendent. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick

leave taken by both will not exceed thirty (30) days.

C. Bargaining unit members will not be charged adoption leave on non-work days.

7.05 JURY DUTY

A. A bargaining unit member shall be granted time off for jury duty actually served during the workday and shall suffer no loss of pay or benefits. The member may keep any payment received for jury duty. Documentation received from the court confirming jury duty actually served must be submitted with the absence form. (Appendix K)

B. Time spent on jury leave will not be charged against any other leave provision.

7.06 LEAVE PURSUANT TO SUMMONS OR SUBPOENA

A. Right to Leave for a Summons or Subpoena

Any bargaining unit member who is summoned or subpoenaed for a job-related issue shall be granted leave with no loss of pay or other benefits for days missed by reasons of the summons or subpoena. In the event a subpoena will be issued on behalf of the Association or Board, the party obtaining the subpoena must give at least five (5) calendar days' notice prior to the hearing. A summons or subpoena issued because of a student's custody issue is considered to be job- related. A member receiving a subpoena to appear as a witness for a non-job related issue shall be eligible for leave under this section. A copy of the subpoena, once served, will be submitted to the Superintendent.

B. Right to Leave for a Non-Job Related Issue

Personal leave must be utilized for a summons issued because of a non-job related issue. If the teacher has exhausted his/her personal leave, and is summoned for something that is not job-related, leave pursuant to summons or subpoena may be used in order to comply with the summons.

C. Leave Not Covered

A bargaining unit member is not eligible for leave under this Section if the member is a party to the legal proceeding.

7.07 ASSAULT LEAVE

A. Right to Leave

A bargaining unit member who is absent due to physical disability directly resulting from an assault, which occurs in the course of Board employment, while on duty either during school hours or where required to be in attendance at a school-sponsored function, shall be eligible to receive Assault Leave. (Appendix K)

B. Notice of Intent to Use Leave

1. Such leave shall be granted, for a period not to exceed one hundred eighty (180) workdays, upon the member delivering to the Superintendent/Designee a signed Employee Report of Injury Form. (Appendix I)

2. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault (if known), the facts surrounding the assault and willingness of the member to cooperate with the Board if the Board chooses to pursue legal action against the assailant(s).

C. Rights While On Leave

1. Except as provided in Section 7.06E, below, a member on Assault Leave shall be maintained on full pay status during the period of his/her leave.

2. Leave granted under this Section shall not be charged against any other leave earned or earnable under O.R.C. Section 3319.141 or leave granted under other Sections of this Article.

3. Bargaining unit members will not be charged assault leave on non-work days.

D. Length of Leave

Assault Leave may be used for the period of the disability up to a maximum of one hundred eighty (180) workdays.

E. Restrictions

1. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

2. The bargaining unit member must file a Workers Compensation claim with the Superintendent/Designee's office. The pay of a member on Assault Leave shall be reduced by the amount received by him/her, if any, for Workers' Compensation as a benefit to cover loss of pay resulting from the injury. However, the bargaining unit member's pay shall not be reduced by benefits received from Workers' Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.

3. If a bargaining unit member is unable to return to work after using fifty (50) days for assault leave, he/she shall provide the Board medical verification of the need for additional assault leave. The Board retains the right, at its own expense, to require the member to obtain the opinion of a second healthcare provider designated by the Board. If the second opinion is in conflict with the

member's first medical verification, the Board may request, at the Board's expense, that the member see a mutually agreed upon healthcare provider to give a final and binding opinion regarding the need for continued assault leave.

4. Falsification of either the signed statement or a physician's certificate may be grounds for suspension or termination of employment under O.R.C. Section 3319.16.

F. Verbal Assault Leave

A bargaining unit member not physically assaulted but who is emotionally distraught due to a threat of physical injury that is direct, specific and plausible will receive up to two (2) days off without loss of pay, as long as the member reports the threat to the police. The police report must be attached to the Employee Report of Injury Form. (Appendix I)

7.08 PROFESSIONAL LEAVE

A. Eligibility for Leave

Upon proper request, a bargaining unit member may be assigned to attend professional conferences designed to improve the member's effectiveness in his/her assigned teaching area(s).

B. Application for Leave

Application for Professional Leave shall be made by the member completing the form provided by the Board, and submitting it to the Superintendent/designee.

C. Restrictions

1. In determining whether to approve requests, the value of the conference relative to the costs of attendance shall be considered along with the availability of substitutes and the availability of funds within the Board's annual appropriation.

2. The number of bargaining unit members attending any particular conference may be limited, and priority generally will be given to a member who has not, previously, been assigned to attend conferences.

D. The professional leave form must be received in Central Office at least three (3) weeks prior to the date of the conference. Bargaining unit members will be notified at least one (1) week prior to the date of the conference of approval status.

7.09 PROFESSIONAL GROWTH LEAVE

A. Consistent with O.R.C. Section 3319.131, the Board and Administration shall

maintain a Professional Growth Leave Policy. This policy shall state criteria for granting Unpaid Professional Growth Leave of up to one (1) year, and shall permit Unpaid Professional Growth Leave for bargaining unit members who have at least five (5) years teaching service in the District and who have not taken a Professional Growth Leave within the previous ten (10) years, providing:

1. No more than two percent (2%) of the bargaining unit may be absent on Unpaid Professional Growth Leave in any one year,

2. The Board shall not be requested to grant a leave unless, in the judgment of the Board and Administration, a satisfactory* substitute can be obtained.

3. The member may be required to return to teaching in the District at the end of the leave.

* "Satisfactory" generally shall mean "certificated/licensed" unless the Board is unable to find a certificated/licensed substitute actually qualified to teach a particular course schedule (e.g., some certificated/licensed math teachers are not qualified to teach computer courses or advanced math, and similar situations).

7.10 UNPAID CHILD CARE LEAVE

A. Length of Leave

A member shall be granted unpaid child care leave to care for a newborn or an adopted child who is not yet school age. Unpaid Child Care Leave and the absence (if any) charged to Sick Leave under Sections 7.01(D) and 7.03 shall not exceed three hundred (300) work days. Unpaid child care leave shall start at the end of the use of Sick Leave (if any) and will expire no later than three hundred (300) work days from the date of birth or custody is received.

B. Eligibility for Leave

A bargaining unit member wishing to take unpaid leave for child care pursuant to this Section shall, as a prerequisite, file a letter of intent to use such leave, specifying its expected duration, not later than the end of the fifth (5) month of pregnancy or within four (4) months of pending adoption date. A bargaining unit member must be on active pay status for one (1) full school year to be eligible for the length of leave in Section 7.09(A). If a member fails to be on active pay status for one (1) full school year, he/she shall not exceed one hundred eighty-four (184) work days of unpaid child care leave.

C. Right to Return from Leave

1. A bargaining unit member who has elected not to take additional leave pursuant to Section 7.09(A) above, shall return to work as soon as the period of actual physical disability has ended. The member will notify the

Superintendent, in writing, of the date of her expected return as far in advance as possible.

2. A member who uses an additional unpaid leave for child care pursuant to Section 7.09(A) above, shall return on the date specified in the notice of intent to use the unpaid leave.

D. Rights While On Leave

A bargaining unit member who is absent on Unpaid Child Care Leave pursuant to Section 7.09(A) above, shall have the same rights, and only those rights, while on leave and upon return from leave as any other member who is absent on unpaid leave pursuant to O.R.C. Section 3319.13.

E. Insurance Coverage While On Leave

A bargaining unit member on Unpaid Child Care Leave may continue all insurance coverages provided by this Agreement. Such coverage will be at his/her own expense unless otherwise required by statute. Payment for such coverage shall be made monthly by the member to the Treasurer.

7.11 OTHER UNPAID LEAVES

The Board may, at its discretion, grant other leaves as are authorized by the Ohio Revised Code. A bargaining unit member under a continuing contract shall be entitled to one (1) unpaid day per school year subject only to the restrictions in 7.02 B, C1, C2 and D.

7.12 RIGHTS UPON RETURN FROM UNPAID LEAVE

Upon return from leave, a bargaining unit member shall have such rights to assignment and transfer as are conferred on all members by Articles XII and XIII of this Agreement.

7.13 FAMILY AND MEDICAL LEAVE

A. An eligible bargaining unit member may take up to twelve (12) workweeks of unpaid leave ("FMLA Leave") in any school year (August 1st through July 31st) for one (1) or more of the following circumstances:

1. The birth of a member's child and to care for the child up to age one (1);

2. The placement of a child with a member for adoption or foster care, up to a twelve (12) month period after the placement;

3. To care for the spouse, child, or parent of a member when that family member has a serious health condition (Form WH-380 F);

4. The member's inability to perform the functions of the position because of the member's own serious health condition (Form WH-380 E); and

5. For qualifying military situations arising when a bargaining unit member's spouse, son, daughter, or parent is on active duty or is called to active duty status (Form WH 384);

B. An eligible bargaining unit member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the member (Form WH 385).

C. A "serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity: (1) is more than three consecutive calendar days and involves treatment by a health care provider, (2) is due to incapacity due to pregnancy or prenatal care, (3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition, (4) is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, or (5) any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless complications develop.

D. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the Board are jointly entitled to a combined total of twenty-six (26) weeks of FMLA leave if the leave is requested to care for a covered service member.

E. For purposes of this section, a qualifying military situation arises when a member's spouse, son, daughter, or parent is on active duty or called to active duty status (i.e., not on active duty in the Armed Forces) and includes, but not limited to, the following situations:

1. Attendance at official military sponsored events,

2. To provide or arrange for alternative child care or schooling,

3. To make financial or legal arrangements to address the member's address while on active duty,

4. Counseling,

5. Rest and recuperation, and

6. Post-employment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his/her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an out-patient status or on temporary disability retire list.

F. To be eligible for FMLA Leave, the bargaining unit member must:

1. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months);

2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave; and

3. Provide the Board with thirty (30) days advance notice when the need is foreseeable and such notice is practicable.

G. Sick leave taken in accordance with Section 7.01 shall be counted as FMLA Leave if the reasons for taking it qualify as FMLA reasons.

H. The Board shall maintain coverage under the group health plans and life insurance plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the bargaining unit member had continued to work and not taken leave. Payment of the member's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The member shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.

I. The Board shall notify the member of FMLA eligibility within three (3) business days of learning of the need for FMLA Leave (Form WH 381and WH-382).

J. For unpaid FMLA Leave the Board retains the right, at its own expense, to require the bargaining unit member to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the member to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The member and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the member does not attempt in good faith to reach agreement, the member will be bound by the second certification.

K. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy.

2. When medically necessary, a bargaining unit member may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse/child/parent who has a serious health condition. The member shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

3. Where FMLA Leave is taken because of birth or placement for adoption or foster care, a member may take leave intermittently or on a reduced- work schedule only if the Board agrees.

4. Where a member who is principally employed in an instructional capacity requests intermittent FMLA Leave or FMLA Leave on a reduced-work schedule, and where the teacher would be on FMLA Leave for more than twenty percent (20%) of the total number of working days over the period during which the FMLA leave would extend, such teacher must elect either:

    a. To take FMLA Leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or

    b. To transfer temporarily to an available alternative position (if any) offered by the Board for which the teacher is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the teacher.

L. Return to Work

1. At the end of unpaid FMLA Leave, the Board shall restore the teacher to the same or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.

2. When a member is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider (Appendix G) that the member is able to resume the job functions for his/her position.

3. Should a member not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the member's control, the member shall reimburse the Board for the health insurance premiums

paid by the Board during the unpaid FMLA Leave period. A member shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the member's health care provider shall be provided in a timely manner, and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

M. Leave Near End of Semester

1. If a teacher begins any unpaid FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the teacher continue taking leave until the end of the semester if (1) the leave is of at least three (3) weeks duration, and (2) the return to employment would occur during the three (3) weeks period before the end of the semester.

2. If a teacher begins unpaid FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse/parent/child during the period that commences five (5) weeks prior to the end of the semester, the Board may require the teacher to continue taking leave until the end of the semester if (1) the unpaid FMLA leave is of greater than two (2) weeks duration, and (2) the return to employment would occur during the two- week period before the end of the semester.

3. If a teacher begins unpaid FMLA Leave because of the birth or placement of a child or in order to care for a spouse/parent/child with a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.

4. When a teacher is required to take leave until the end of a semester and the teacher's leave entitlement under unpaid FMLA Leave ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the teacher and provide other FMLA entitlements when the period of leave ends. The teacher also accrues seniority while on this leave.

N. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended January 16, 2009. If there are any inconsistencies between this Article of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

7.14 MILITARY LEAVE

A bargaining unit member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable federal and Ohio law.

ARTICLE VIII INDIVIDUAL RIGHTS

8.01 INDIVIDUAL CONTRACTS

A. Employment by Contract

1. The Board shall enter into a written teaching contract pursuant to O.R.C. Sections 3319.08, 3319.09, and 3319.11 for the employment and reemployment of a bargaining unit member.

2. When a new teaching contract is issued to a bargaining unit member in accordance with the Board's normal practices, the teaching contract shall incorporate the provisions of this Agreement and any successor Agreement by reference.

B. Limited Teaching Contract

The term of a limited teaching contract issued to a bargaining unit member who has completed four (4) or more years of continuous service in the District and satisfactory evaluations shall be for two (2) years.

C. Eligibility for Continuing Teaching Contracts

1. A bargaining unit member who is eligible for continuing contract consideration must notify the Superintendent in writing on or before September 30th of the school year in which the member becomes eligible in order to be considered for issuance of a continuing contract in April of that school year. A member who does not notify the Superintendent on or before September 30th will not be eligible for continuing contract consideration until April of the following year. This is in addition to Ohio Revised Code Section 3319.11(B).

2. Any bargaining unit member who meets the following criteria will be eligible for continuing contract consideration: A member qualified as described in division (B)(1) and (2) of Section 3319.08 of the Ohio Revised Code in effect at the time the member is requesting a continuing contract, who (a) within the last five (5) years has taught for at least three (3) years in the District (teachers first licensed on or after January 1, 2011 must also have held the license for at least seven (7) years), or (b) having attained continuing contract status elsewhere, has served two (2) years in the District. Proof of eligibility must be provided to the Superintendent no later than April 1. Currently, 3319.08 of the

Ohio Revised Code states that a continuing contract shall be granted only to the following: (1) any member holding a professional, permanent, or life teacher's certificate; (2) any member holding a professional educator license who has completed the applicable one of the following:

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

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

D. Extended Limited Teaching Contracts

In the event the Superintendent believes an extended limited teaching contract [not to exceed two (2) years] is warranted for a bargaining unit member who is otherwise eligible for a continuing contract, the member will receive written notice at least five (5) working days prior to any Board action along with reasons directed at professional improvement. The Board must act on an extended limited contract and the reasons directed at professional improvement must be given to the member on or before June 1. The parties agree the Board may bypass the procedures under Section 3319.11 I of the Ohio Revised Code and issue an extended limited teaching contract upon the Superintendent's recommendation without first entertaining a recommendation for a continuing contract. Upon subsequent reemployment of the member after the expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the member written notice of its affirmative action on the extended limited contract on or before June 1, the member is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The member is presumed to have accepted employment under the continuing contract unless the member notified the Board in writing to the contrary on or before June 1st, and a continuing contract shall be executed accordingly.

E. Supplemental Limited Teaching Contracts

1. A bargaining unit member assigned to perform an additional duty listed on the attached Supplemental Salary Schedule (Appendix D) shall be issued a supplemental contract prior to actually performing the duty.

2. The individual shall be paid at the rate(s) indicated on the Supplemental

Salary Schedule (Appendix D) for performance of his/her assigned duty calculated using the BA-0 step on the base salary schedule.

3. A bargaining unit member may decline a supplemental duty assignment before signing a supplemental limited teaching contract.

8.02 NONRENEWAL OF LIMITED TEACHING CONTRACT

Any bargaining unit member who will be non-renewed will be provided with written notice of nonrenewal on or before June 1. Any alleged procedural violations related to the nonrenewal process shall be governed solely by the grievance procedure set forth in Article III. This provision supersedes O.R.C. 3319.11 and 3319.111.

8.03 TERMINATION OF TEACHING CONTRACT

Termination of a limited or continuing teaching contract during its term shall be made only in a manner consistent with O.R.C. Section 3319.16. A teacher will not have the right to grieve the termination of a limited or continuing teaching contract under Article III; instead, the hearing and appeals process will be pursuant to O.R.C. Section 3319.16 and 3319.161.

8.04 DISCIPLINARY PROCEEDINGS

A. Appropriate discipline may include oral or written reprimand, suspension with or without pay, reduction, demotion and/or termination. No bargaining unit member will be disciplined, discharged, demoted or suspended without just cause.

B. Members shall be entitled to representation at all meetings where disciplinary action may occur. The administration and Association will make an effort to give prior notice to the administrator who scheduled the meeting and to the Association President of all individuals who may be in attendance at all meetings where disciplinary action may occur.

C. An attempt will be made to notify the Association President, but the final responsibility for notification rests with the member. The member shall be informed of his/her right to such representation prior to the commencement of a meeting.

D. If an oral reprimand is reduced to writing for inclusion in the member's file, the member shall be provided a copy and the member shall sign the file copy to indicate that he/she has read it. If the member wishes to respond, in writing, a copy of the response shall be attached to the written reprimand file copy.

8.05 SENIORITY

A. Seniority Defined

"Seniority" as used in this Agreement shall mean length of continuous service in the District as determined by the first day worked in a bargaining unit position.

B. Continuous Service Defined

1. As used in this Article, "continuous service" shall mean the time period of the bargaining unit member's continuous employment in the District, provided that the time spent absent on unpaid leave shall be deducted when computing continuous service. If a bargaining unit member was non-renewed on or before June 1 of any year but, thereafter, was reemployed for the following school year, the non-renewal shall not be considered a break in service.

2. A bargaining unit member employed in a bargaining unit position in the District in the past for less than one hundred eighty-four (184) days in a school year, each one hundred twenty (120 days of employment in one school year shall constitute one (1) school year.

3. A bargaining unit member employed in the past on an hourly basis, as a tutor in the District, shall be credited with one (1) year of seniority for seven hundred twenty (720) hours of employment in one (1) school year.

4. Seniority: A bargaining unit member who regularly works the full school year but less than a full school day shall receive full seniority credit if he/she is scheduled to work more than three (3) hours per day. Half-credit shall be given to members scheduled to work two (2) to three (3) hours per day. No credit shall be given members scheduled to work less than two (2) hours per day. Members on January 1, 1989, shall not lose seniority already accrued as of September 1, 1989, as a result of this provision.

5. Any retired teacher who is re-employed in the District will be considered to have had a break in service for purposes of seniority and their seniority shall begin to accumulate anew from their re employment date.

C. Seniority List

1. No later than September 30 of each year, the Superintendent will provide the Association President with a seniority list of all bargaining unit members employed by the Board. Included in this list shall be each member's date of hire, dates of any break in service, and limited or continuing contract status. The Superintendent will promptly notify the Association of any changes in the Seniority List after September 30.

2. A copy of the Seniority List will be posted in the Central Administration Office, so that it can be inspected by a bargaining unit member and Association representative during normal office hours.

3. Full-time contract teachers hired after July 1, 2011 shall maintain seniority rights over those hired under part-time contracts after July 1, 2011, regardless of the original date of hire.

4. If a part-time person hired before July 1, 2011 is granted a full-time position, the teacher shall maintain seniority as of original date of hire as a member. If a full-time position is reduced via a RIF or Job Share, the affected teacher shall maintain seniority as of original date of hire as a full-time member.

D. Tiebreaker Language

1. If two or more bargaining unit members have equal continuous service in the District as defined in Article 8.05(B), seniority will be determined by the earlier date of the Board meeting at which the teacher was first hired into the District. If two or more members were hired at the same Board meeting, seniority will be determined by first giving full-time members seniority over part-time members, and then by the roll of a die. The member who rolls the highest number will be placed on the list before the other member(s). The tiebreaker process using the highest number rolled will take place during the first week of employment.

2. Placement on the seniority list using the tiebreaker procedures is subject to other adjustments due to leaves of absence, break in continuous service, etc., consistent with Article 8.05.

8.06 PERSONNEL FILES

A. Right to Review

A bargaining unit member shall have the right, upon request, to examine and obtain a copy of any information in his/her personnel file except for information classified by law as confidential.

B. Right to Have Representative Present

A bargaining unit member will be entitled to have a representative of the Association accompany him/her during such review.

C. Right to See Copy of Material in File

If an Administration communication or a communication received from parents and other nonprofessionals regarding a bargaining unit member is intended to become a part of the member's file, it shall be reviewed by the Principal and the member involved and initialed by the member prior to being placed in the personnel file. After receiving the communication, the member shall sign it to acknowledge he/she has

had the opportunity to review it. This signature shall not indicate agreement with the substance of the communication. The member shall be afforded the opportunity to file a written reply which will be attached to the communication.

D. Right to Challenge Contents of File

1. A bargaining unit member will have the right to indicate which, if any, document(s) or other material(s) in his/her personnel file is obsolete or otherwise inappropriate for retention.

2. The document(s) will then be reviewed by an appropriate member of the administrative staff.

3. In determining whether a document is "obsolete or otherwise inappropriate for retention," the standards set forth in O.R.C. Section 1347.05 shall apply.

E. Maintenance of Files

Neither the Board nor any Administrator shall maintain confidential and separate files on personnel in the form of communications from parents or computerized information which the bargaining unit member has neither seen or had the right to challenge.

F. Personnel Files

In the event any person, other than the employee's Supervisor or other Administrator or Board member, seeks to review the personnel file of a bargaining unit member, the bargaining unit member shall be notified of the request. The notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review if applicable. If the member asks to be present at the time of the review, then to the extent practical, the review will be scheduled to avoid conflicts with classroom instruction.

G. Administrative Files

There will be only one official personnel file maintained on each bargaining unit member. Any items maintained by an administrator outside of the official personnel file must be submitted to the official personnel file within one year of the incident giving rise to the documentation; otherwise, the record maintained in an administrator's unofficial file will be destroyed consistent with the District's destruction of records, policy and procedures.

8.07 NO REPRISAL

There will be no reprisal taken against a bargaining unit member by reason(s) of his/her membership in the Association or participation in lawful Association activities not inconsistent with this Agreement.

8.08 COMMUNICABLE DISEASES

A. Bargaining unit members with communicable diseases will be entitled to leaves in accordance with other provisions of this Agreement and with law.

B. Decisions concerning employment status of members with communicable diseases shall be made in accordance with law, including both nondiscrimination and public health laws.

C. Based upon available medical information and applicable legal requirements, the Superintendent may assign the member to return to his/her usual place of employment unconditionally or to a work assignment under restrictive conditions or the Superintendent may seek to have the member utilize Sick Leave or be placed on a leave of absence. The Superintendent shall seek information from the member's physician and appropriate public health official(s), and may, at the Board's expense, require the member to submit to a medical examination by a Board-designated physician.

8.09 OCCUPATIONAL SAFETY AND HEALTH

A. Notice of Violation

Before exercising his/her right under O.R.C. Section 4167.06, a bargaining unit member will contact the Principal or the Superintendent and review all existing facts. An Association representative shall be a party to the review. The parties shall discuss possible remedies to the safety or health concern.

B. Discrimination Claims

In the event a bargaining unit member wishes to or actually asserts a claim of discrimination for having filed an occupational safety or health violation as defined in O.C.R. Section 4167.13, the Superintendent shall have the right to a meeting with the Association in order to (1) review all existing facts and (2) to determine mutually whether or not the claim shall be remedied through the grievance procedure herein or by some other means.

C. Internal Administrative Procedure

The parties desire to deal with safety and health complaints and to attempt to correct any safety or health violations internally to the extent possible. Accordingly, the Association agrees that it will not itself file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to O.C.R Section 4167.10 without first having met with the Superintendent to review all existing facts and possible corrective measures. However, nothing in this Article shall preclude a member from rights guaranteed under the statute.

8.10 THIRD-PARTY COMPLAINTS

When a complaint is brought to the attention of the building administrator regarding a bargaining unit member and the administrator believes the complaint has merit, the building administrator will investigate and will share the complaint with the member. The notification to the member will include the nature of the complaint and the identity of the complainant, unless the investigation could be compromised by divulging the identities or, based on the administrator's best judgment, divulging the identity of the complainant would be counterproductive. Any complaints that are required to be kept confidential pursuant to law are not subject to this provision (i.e., child abuse complaints).

ARTICLE IX. WORK YEAR AND WORKDAY

9.01 WORK YEAR

A. Length of Work Year

1. The work year for a bargaining unit member shall be one hundred eighty- four (184) days, unless reduced by calamity days as provided in O.R.C. Section 3319.08, not to exceed five (5) days. Bargaining unit members are required to report to work for their regularly scheduled work day on calamity day six (6) and beyond, unless the district decides to make up the lost days of instruction, according to the contingency plan adopted by the Board. These work days will include no more than three (3) hours of professional development and/or group meeting time. The remainder of the work day(s) will be teacher driven pertinent to his/her teaching assignment. Members who arrive late on these days will provide a flex schedule to their principal.

2. Members new to the District may attend up to two (2) additional days for orientation and professional development, one of which shall be at the bargaining unit member's individual building. Two (2) hours during that "building" time shall be allotted to the Association. As part of the orientation and professional development, bargaining unit members whose primary focus is special education (e.g. intervention specialists) will be provided with an overview of district special education procedures.

3. School counselors may be extended additional work hours beyond the normal work year which will be paid pursuant to a supplemental contract at the counselor's individual per diem rate. A range of thirty-six (36) to sixty (60) extended work hours will be available at the grades K-6 level; a range of sixty (60) to one hundred twenty (120) extended work hours will be available at the middle school; a range of two hundred forty (240) to three hundred eighteen (318) extended work hours will be available at the high school. The need for and schedule of the extended hours will be determined by the administration in collaboration with the affected school counselors.

4. The Opportunity School Coordinator will be provided up to one hundred forty (140) extended work hours. The extended work hours will be paid pursuant to a supplemental contract at the Opportunity School Coordinator's per diem rate. The need for and schedule of the extended hours will be determined by the administration in collaboration with the Opportunity School Coordinator.

5. The carpentry teacher will be provided up to fifty (50) extended work hours beyond the normal work year which will be paid pursuant to a supplemental contract at the teacher's per diem rate. The need for and schedule of the extended hours will be determined by the administration in collaboration with the teacher.

6. School psychologists and speech and language pathologists who work outside of the normal work year will be paid at their per diem rate of pay.

7. The work year for tutors shall correspond to the work year for teachers. Tutor time shall be scheduled as needed during this period.

B. Make-Up Work Year

1. The work year shall contain a maximum of:

   a. One hundred seventy-nine (179) days for instruction, which shall include four (4) days on which classes are dismissed for one-half (1/2) day or two (2) full days for the purpose of effective individualized parent conferences in the elementary Grades Prekindergarten-Six (PreK-6) and one (1) full day for Grades Seven-Twelve (7-12);

   b. Two (2) workdays at the beginning of the work year. On the first day, a classroom teacher will not be assigned pupil contact or required to attend more than two (2) hours of building-level meetings;

   c. Two (2) records days. One record day in the middle of the school year (as determined by the Calendar Committee) and one (1) at the end of the work year during which a classroom teacher will not be assigned pupil contact;

   d. One (1) seven (7)-hour professional development/workday as provided in Sections 10.04E. This day will occur on the third teacher day of the new contract year.

   e. With the exception of 9.01 B1(d) above, the Board, at its discretion, may add additional professional development days throughout the school year in lieu of the instruction days referenced in 9.01 B1(a) above.

2. Conferences referenced in Paragraph B.1.a, above, may be scheduled by the Administrator during the school day or during the evening or for one-half (1/2) a day plus an evening. A committee, comprised of Association and Board

representatives, will be formed to explore alternative conference schedules for all grade levels, as needed. The committee shall be comprised of teachers appointed by the Association President and administrators appointed by the Superintendent/Designee. Efforts will be made by the Association and Board to have representatives on the committee from the following grade levels: Pre-K-4, 5-6, 7-8, and 9-12.

C. School Calendar

A district school calendar committee will be established. The committee will convene when the Board is ready to begin creating a calendar for a future school year. Members of the committee will include three (3) members from the Association who are appointed by the Association and three (3) members of the administration who are appointed by the Superintendent. Other employee groups may also be represented on the committee. President/Co-Presidents of any Associations represented on the committee and the Superintendent will be de-facto members of the committee.

The purpose of the committee will be to preview, develop, and recommend up to three (3) school calendar options based on the considerations that include, but are not limited to the following:

- Minimum number of student instruction hours required in a school year;
- Total student instruction hours in the previous school year
- Contractual provisions for staff workdays/work year;
- If already available, consideration of the calendars of the other Four City Compact schools and other Medina County schools;
- Impact of teacher retirements if the school calendar goes into June;
- Days that appear to have significant value to our community (e.g. Monday after Thanksgiving); and
- Financial impact of insurance coverage for new employees if we start teacher workdays prior to August 15.

Following the completion of the work of the calendar committee, the calendar options that were developed will be voted on by the WEA, the administration as well as any other employee groups that will be affected by the calendar.

The calendar that receives the highest number of votes will be recommended to the Board for approval.

9.02 WORKDAY

A. Minimum Duty Hours

The typical workday of a bargaining unit member will be no longer than seven and one-half (7-½) consecutive hours. The typical workday of members assigned to grades PreK-6 shall not start earlier than 8:00 a.m. nor end later than 4:00 p.m. The typical workday for members assigned to grades 7-12 will not start earlier than 7:15 a.m. nor end later than 3:15 p.m. The elementary student day will not exceed six (6) hours

and thirty-five (35) minutes. The beginning and ending of the workday at a particular building will be established by the administration consistent with these parameters. Encore members may be assigned a duty either before or after the student day. Encore members may be assigned an instructional assignment outside of their content area during the student day. It is understood that this instructional assignment, if outside of the teacher's content area, is not as the teacher of record.

The maximum scheduled workday for secondary tutors shall not exceed seventy-five percent (75%) of the workday for secondary teachers; the maximum workday for elementary tutors shall not exceed seventy-five percent (75%) of the workday for elementary teachers.

B. Flex Time Scheduling

By mutual agreement between the bargaining unit member and the appropriate Administrator, and reflected on the flex time form located on the intranet and also in Appendix N, the beginning and ending of the workday may be adjusted as long as:

1. There is no change in the length of the teacher's workday;

2. The new times do not conflict with the established student day except as provided in B4. below.

3. The teacher continues to make himself/herself available as needed during the normal workday for parent conferences and necessary hearings and meetings.

4. The high school administration may approve a flexible schedule at the request of a high school teacher that falls outside of the established student day (e.g., 0 to 6th period or 2nd to 8th period) where the flexible schedule meets the needs of the high school course offerings.

5. On Fridays, days of evening conferences, and days preceding holidays, a bargaining unit member will be excused fifteen (15) minutes after the last dismissal of the students in the grade level at which he/she is assigned (when possible, based on the current school day schedule and for those not already on a flex schedule).

C. Duty Free Lunch Period

Included in the workday of a bargaining unit member shall be a duty free lunch period of at least thirty (30) consecutive minutes.

D. Preparation Time

1. A bargaining unit member will, in addition to his/her lunch period, have daily preparation time during which he/she will not be assigned any other duties (except as provided in Section 5.04, herein) or be required to attend any

meetings. This planning time shall be during the student day, inclusive of travel time to escort students, and shall be as follows:

a. Elementary – Two hundred eighty-five (285) minutes per five-day workweek. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each elementary member. Any additional daily planning segments shall be no less than fifteen (15) consecutive minutes.

b. Intermediate – There will be two-hundred eighty-five (285) minutes per five-day work week. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each member. Minutes per work week, minutes per day and minutes per minimum planning segment may be altered due to a modified schedule.

c. Middle School – One (1) regular class period.

d. Senior High School – One (1) regular class period.

E. Traveling Teachers

1. Every effort will be made to limit building assignments of traveling teachers to two (2) buildings per day and to schedule adequate travel time between assignments, taking into consideration set up and tear down time in addition to travel time. In establishing the schedules for traveling teachers, the affected teachers will have input.

2. The traveling teacher's schedule will include the designated "home school" of the traveling teacher and the administrator responsible for evaluating the traveling teacher.

F. Part-Time Bargaining Unit Members

Part-time bargaining unit members who opt to work a full day on a seven (7)-hour district professional development day will be compensated at their per diem rate for time worked over their normal hours. The bargaining unit member must submit a timesheet to his/her Principal for any hours worked beyond their scheduled day in order to be compensated.

9.03 MEETINGS OUTSIDE OF THE WORKDAY

A. Meetings with Parents and Students

A bargaining unit member shall be available as needed beyond the above established workday for meetings with either students or parents. The member shall be responsible for arranging all student or parent conferences. Additional supplementary conferences will be conducted by a bargaining unit member as

his/her professional judgment dictates.

B. Secondary Building Faculty Meetings

Bargaining unit members at the secondary level (grades 7-12) shall not be required to attend more than one (1) building faculty meeting per month. Each member will be required to attend such meeting not to exceed thirty (30) minutes outside the workday.

C. Evening Meetings

Classroom teachers will not be required to attend more than two (2) evening meetings per school year in addition to evening parent conferences. One of the meetings will include a parent orientation night for PreK-6 teachers, which will not be scheduled prior to the work year. The parent and student orientation for grades K-4 will occur in the evening on the second teacher workday of the new contract year. The orientation will involve parents and students and combine the events formerly known as parent orientation and sneak a peek. Secondary teachers (7-12) shall be required to attend open house as one of the two evening meetings. Part-time classroom teachers who opt to work beyond their contracted hours will be compensated at curriculum rate for time worked over their normal hours. The part-time classroom teacher must submit a timesheet to his/her principal for any hours worked beyond their scheduled day in order to be compensated.

1. School Counselors will not be required to attend more than five (5) evening meetings per school year.

2. Tutors required to work evening meetings will be paid their hourly rate. The tutor must submit a timesheet to his/her principal for all hours worked.

D. IEP Meetings

To the extent possible, IEP meetings shall be held during the workday with class coverage provided for participating bargaining unit members. In the event an IEP meeting cannot be scheduled during the workday, members who are required to attend outside the workday shall be compensated at the curriculum rate.

9.04 MEETINGS WITHIN THE WORK DAY

A bargaining unit member shall not be expected to attend more than one (1) meeting per week during the workday. Except for emergencies, these meetings shall be scheduled at least two (2) days in advance. Meetings related to students (IEP, 504, and RTI) and the monthly faculty meetings are excluded.

Attempts will be made to avoid scheduling meetings on parent/teacher conference days and on days when student grades are due, unless required by an emergency or legal requirement.

The Board will explore current district meeting policies and look for alternative frameworks on how to communicate information. In addition, the Board will not hold staff meetings just to hold staff meetings.

9.05 ENCORE SCHEDULES

Encore bargaining unit members shall receive their tentative schedules for the following school year by June 1. The tentative schedule will include the assigned school, including the home school, for traveling members.

ARTICLE X. WORKING CONDITIONS

10.01 SUBSTITUTE TEACHERS

Substitutes will be provided as needed in all subjects and grades in the curriculum, providing properly certified/licensed and qualified personnel are available. The Administration will exert all reasonable effort to maintain adequate substitute lists.

10.02 PREPARATION OF REPORTS/COMMUNICATION WITH PARENTS

A. Report Cards

Report cards for students will be recorded on a District-approved reporting tool and sent home with pupils in accordance with the calendar adopted for the school year.

B. Interim Reports

Parents of pupils in Grades One (1) through Twelve (12) will be given administratively approved interim reports each grading period if the pupil is not averaging passing work during the grading period. Bargaining unit members also are encouraged to communicate with the parent whenever appropriate.

C. Preparation of Electronic Reports/Progress Book

The Administration and Association shall work collaboratively to implement any changes in the electronic reporting system. All bargaining unit members shall be offered proper and adequate training before any changes in the electronic reporting systems are implemented. Members shall have access to computers, during the workday, to complete required reporting. The window for submitting electronic reports/progress book will close at noon the third workday following the close of the grading period.

D. Communication Expectations with Parents

The Association and Board will collaboratively determine defined parent communication expectations and share them with parents.

10.03 STUDENT/TEACHER ASSIGNMENT

A. Placement

If the Administration places student/teachers, they will be placed only with supervisory teachers who agree to accept a student/teacher assignment.

B. Supervisory Teacher List

1. All bargaining unit members shall be eligible for a student/teacher if they meet the following requirements:

   a. Three (3) years of teaching service.

   b. One (1) year at their present teaching position.

2. All teachers who meet the above requirements shall automatically be on the Supervisory Teacher's List unless they inform the Superintendent, in writing, by September 1 of each year that they do not wish to be on the list.

C. Student/Teacher Reimbursement

Any stipends or vouchers received by the District from the college or university sponsoring the student/teacher will be considered taxable income paid by the District to the supervising teacher.

D. Notice of Policy

The Administration agrees to notify the universities and colleges desiring to place students in the District of this policy.

E. Voluntary Acceptance

A bargaining unit member may decline a student/teacher placement at the time it is offered.

10.04 INCLUDED STUDENTS

A. Placement

1. The names of students who are included from special education classes into the regular classroom will be provided to the receiving teacher at least two (2) days before placement. The two-day notice requirement will be waived for students transferred in from other districts with IEPs providing for inclusion, provided that the teacher will be advised that the student is a special education student as promptly as possible.

2. Teachers will be given a tentative class roster, with special education students identified, at least one (1) week prior to the beginning of each

semester.

B. Conferences

1. Classroom teachers and educational service personnel shall be invited to participate in the IEP/504 process for students to whom they are providing instruction. At the request of the regular classroom teacher, a conference will be held with the special education teacher to examine the IEP.

2. A copy of the student's IEP/504 will be provided to the classroom teacher(s) on request at the start of the school year and whenever the IEP/504/504 is changed. The current IEP/504 for each student will also be available to the classroom teacher in the school office and through the special education teacher. It is understood that an IEP/504 is a confidential document and teachers will take appropriate steps to maintain that confidentiality.

C. Support Services

The Board will provide support services, including physical support, mandated by the IEPs/504s, and may provide additional services. When a classroom teacher has an inequitable share of included/IEP/504/RtI students requiring a high level of support, appropriate additional support services will be provided. Such additional support services may include one or more of the following: 1) additional planning time in lieu of a duty period; 2) aide(s) assigned to assist the teacher in performing duties; 3) assistance from LD tutors in the classroom when tutors are not individually tutoring other students; 4) other appropriate support.

D. Collaboration

When necessary, the administration may require/authorize collaboration time for special education and classroom teachers outside of the normal workday. Such authorized time will be paid at the curriculum rate.

E. Professional Development

A professional development/workday will be scheduled at the beginning of the school year. This day will be part of the one hundred eighty-four (184) day work year. Professional development topics will be designed to provide appropriate instruction of practical value to the bargaining unit member including compliance training and review of district procedures. All bargaining unit members who work with special education students will attend the compliance training and review of district procedures professional development. The consensus statement on co-teaching, included at the end of this Agreement, will be reviewed with bargaining unit members as part of this professional development.

F. Special Education IEPs

Special education teachers, tutors, or speech therapists who have the responsibility

of developing and writing Individual Educational Programs (IEPs) shall be given four (4) release days each year for the purpose of writing the IEPs. The writing of IEPs on release days must occur at a building that is owned by the District, but does not need to occur at the bargaining unit member's assigned building. If a bargaining unit member chooses to not utilize the four (4) release days, he/she will be paid a stipend in the amount of the district daily substitute teacher rate (non-retired Wadsworth teacher) for each unused day. Bargaining unit members who elect to not use any of their four (4) release days and elect to be compensated at the substitute teacher rate must submit a timesheet to their Principal in order to be compensated for the said days.

An additional release day may be authorized by the Director of Student Services due to extraordinary circumstances.

G. Stipend for Caseloads Exceeding the Maximum Allowed

A stipend will be provided to a bargaining unit member whose caseload exceeds the maximum allowed by Ohio Administrative Code because the District applied for and received a waiver for such exception from the Ohio Department of Education according to the following schedule:

0-90 days: 1.0% of the base;
91-120 days: 1.5% of the base; and
121-184 days: 2.0% of the base

The payment listed above is not per student.

In addition, a bargaining unit member whose caseload exceeds the maximum allowed by Ohio Administrative Code will be paid $300.00 for each additional IEP written and $100 for each progress report written. The term "additional" refers to student(s) over the maximum caseload number, as described above.

H. Stipend for Writing an IEP for a Scholarship Student and Attending the IEP Team Meeting

A bargaining unit member who volunteers and is selected by the Director of Student Services to write an IEP for a student who attends a private school on a Jon Peterson Scholarship or an Autism Scholarship will be paid $300.00 for each IEP written. The bargaining unit member who writes the said IEP will also attend the student's IEP team meeting(s).

I. Student Service Advisory Committee

A Student Services Advisory Committee, which will include bargaining unit members appointed by the Association President and other district personnel, will be created to provide recommendations on issues related to Student Services, including, but not limited to, the following: creation of compliance procedures; appropriate levels of support needed to meet students' needs in the classroom; least restrictive environment options within the district; data collection and record keeping procedures; how to

effectively communicate caseload/workload concerns in a timely manner; the IEP meeting process, including who sends the invitation; responsibilities of regular education teachers in regards to special education services; and composition of students in a classroom.

10.05 TUTORS

To the extent practical, the Administration will attempt to provide continuity in student scheduling.

10.06 PROFESSIONAL DEVELOPMENT

A. Responsibilities of the Professional Development Committee ("PDC")

The PDC is responsible for implementing, coordinating and evaluating effective professional development activities for all staff. This includes:

1. Assist in planning and evaluation of District professional development.

2. Serve as liaison(s)/spokesperson(s) for their grade level/building, sharing information, ideas, securing feedback.

3. Assist with staff development activities conducted at the building level.

B. The PDC

The PDC shall be composed of seven (7) members: an elementary administrator, the Director of Curriculum and Instruction, and five (5) teachers appointed by the Association President.

C. Term of Office

The term of office for committee members shall be one (1) year.

D. Chairperson

The PDC Chairperson shall be determined by a majority vote of the committee members. The Chairperson will be responsible for coordinating the activities of the PDC, including preparing an agenda for and scheduling meetings.

E. Decision Making

The PDC will be trained in team building skills and consensus decision making and will operate by consensus.

F. Training

PDC members will receive paid release time to attend training specific to professional development and compliance with Ohio's standards for effective professional development.

G. Meetings

The PDC will meet monthly throughout the school year (ten times).

H. Minutes

Minutes for all meetings, including attendance records, shall be sent to all committee members, WEA President, and Superintendent/designee, within seven (7) days of each meeting.

I. Compensation

Bargaining unit members on the PDC will be paid a supplemental of two percent (2%) of the base. If a bargaining unit member serves as the Chairperson, that member will be paid a supplemental of three percent (3%).

10.07 RESIDENT EDUCATOR

A. Program

Resident educators and mentor teachers will participate in professional development and related activities as required by the Ohio Department of Education (ODE). The requirements of the ODE govern the program.

B. Mentors

Mentoring of resident educators is strictly voluntary. Bargaining unit members who volunteer to serve as mentors may submit an application to their administrator(s). Members who volunteer to be selected into the mentor "pool" will receive training (up to a maximum of three [3] days) during the summer or school year. Training required to become a mentor is stipulated by ODE and is included in the job description.

Mentoring Resident Educators under the Four (4) Year Resident Educator System

Members selected as mentors will be compensated $2,000 for Year one (1) of the program and $1,500 for Year two (2) of the program. The mentor job description delineates mentor responsibilities. Mentors will be assigned to Resident Educators in Year one (1) and two (2), performing all mentor requirements of the program. Mentors who are assigned to a teacher in Year three (3) of the program will be compensated $500. Year four (4) of the program will be overseen by the Office of Professional Development.

Mentoring Resident Educators under the Two (2) Year Resident Educator System

Members selected as mentors will be compensated $2,000 for Year one (1) of the program and $2,000 for Year two (2) of the program. The mentor job description delineates mentor responsibilities. Mentors will be assigned to Resident

Educators in Year one (1) and two (2), performing all mentor requirements of the program.

10.08 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

Pursuant to O.R.C. Section 3319.22, a Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans and continuing education units and/or other equivalent activities related to classroom teaching and/or the area of licensure.

B. Term of Office

The term of office for committee members shall be three (3) years.

C. Composition and Selection

The LPDC shall be composed of five (5) members: three (3) teachers and two (2) Administrators. Teachers shall be appointed by the Association President. Administrators shall be appointed by the Superintendent. Vacancies arising during a term shall be filled in the same manner.

D. Chairperson

The Committee Chairperson shall be determined by majority vote of the committee members.

E. Decision Making

The choice of how to operate for decision-making purposes shall be discussed by the LPDC. The LPDC will make the choice to either operate by: majority vote or consensus. Prior to the implementation of whichever mode is chosen, the LPDC will be trained in team building skills. Once the decision of operation is made, that shall be the mode of operation for the LPDC.

F. Training

LPDC members shall be afforded the opportunity to attend training related to performance of their duties. Paid release time shall be granted for training within the workday. Attendance at specific training meetings is subject to administrative approval under Section 7.05B, herein, but approval shall not unreasonably be denied. Such training may constitute an appropriate "equivalent activity" for committee members' own professional development plan. If training occurs outside the regular workday or work year, members shall be compensated for hours involved, including travel time.

G. Appeals Process

The LPDC shall retain an internal appeals process.

H. Minutes

Minutes for all meetings, including attendance records, shall be sent to all committee members, WEA President, and Superintendent/designee, within seven (7) days of each meeting.

I. Meetings

The LPDC shall meet as often as its members deem necessary to complete their work. An annual meeting schedule providing for at least six meetings spaced throughout the school year shall be posted in each building no later than September 10, and additional meetings may be scheduled as needed.

J. Compensation

Bargaining unit members on the LPDC (not Chairperson) will be paid a supplemental of five percent (5%) of the Base. The Chairperson will be paid a supplemental of seven percent (7%) of the Base.

10.09 RESPONSE TO INTERVENTION (RTI) TEAM

A. Purpose

The purpose of the RTI Team, which is comprised of bargaining unit members selected by the administration and employed under a supplemental contract, is to collaborate about and communicate the needs of students, evaluate how to meet those needs, and to monitor how those needs have been met through the (RTI) process. The Administration shall not use student's progress or lack of progress for evaluation or discipline purposes.

B. Training

RTI team members will receive training to the RTI process.

C. Meetings

The RTI Team will determine the frequency of meetings at the building level and will further determine when and which regular education teachers will be invited to participate in the meetings. This is in addition to any district-wide RTI meetings. Where the RTI team determines it is appropriate, the individual(s) who will be implementing any Tier III interventions may be in attendance at that student's RTI meeting. Tutors will be invited to attend all RTI meetings which involve students they are assisting, and will be paid at their hourly rate. The RTI Team shall

provide written suggestions and materials to classroom teachers and tutors to meet the needs of students.

D. Compensation

RTI team members will be compensated per Appendix D.

10.10 CLASS SIZE

Subject to economic considerations and the availability of facilities and qualified staff, reasonable attempts will be made to continue to maintain class sizes appropriate to the grade in the elementary and course content in the secondary. The Administration will make a good faith effort to maintain class sizes of no more than twenty-six (26) students per class in grades K-6. Every attempt will be made to balance class composition.

Within each building, at the end of the school year, the current teacher(s) of each student will be given the opportunity to provide input to the principal and teacher()s) of the student for the next school year.

10.11 CONSISTENTLY HIGH-PERFORMING TEACHERS

To be considered a consistently high-performing teacher, as defined by the State Board of Education, a bargaining unit member must meet the following criteria:

During the current licensure cycle, a consistently high-performing teacher has:

1. Received the highest final summative rating on evaluations, as defined by Revised Code Sections 3319.111 and 3319.112 where applicable, for at least four of the past five years; and

2. Met at least one of the following additional criteria for at least three of the past five years:

    - Held a valid senior or lead professional educator license;
    - Held a locally recognized teacher leadership role that enhances educational practices by providing professional learning experiences at a district, regional, state or higher education level;
    - Served in a leadership role for a national or state professional academic education organization;
    - Served on a state-level committee supporting education; or
    - Received state or national educational recognition or award.

A bargaining unit member who meets the State Board of Education's definition of consistently high-performing teacher is exempt from the requirement to complete any additional coursework for the renewal of a professional educator license for the next renewal cycle, provided the Local Professional Development Committee (LPDC) verifies that he/she has met the criteria identified above.

10.12 FINE ARTS FESTIVAL

No bargaining unit member who teaches art to kindergarten students will be required to submit student artwork for inclusion in the District's Fine Arts Festival for his/her kindergarten class if the kindergarten art class(es) time is not equal to the time for art class for grades 1-4.

10.13 MASTER TEACHER

A. Definition

A Master Teacher is a teacher who demonstrates excellence inside and outside the classroom through consistent leadership, focuses on maximizing student learning, and strives for distinguished teaching and continued professional growth. The Master Teacher program is a voluntary professional growth opportunity for teachers of the District.

B. Eligibility

Bargaining unit members who meet the following criteria are eligible to apply to become Master Teachers:

1. Members who have a valid license/certificate;

2. Members who have taught a minimum of seven (7) years;

3. Members who work a minimum of one-hundred twenty (120) days during the school year; and,

4. Members who work under a teaching contract.

A teacher certified through the National Board for Professional Teaching Standards (NBPTS), Ohio teachers of the year, and Presidential Award for Excellence in Math and Science Teaching recipient is inherently eligible for Master Teacher status.

C. Master Teacher Consortium

The District will remain in the Medina County Teacher Consortium unless the Superintendent and Association agree otherwise. The Association President shall appoint a volunteer teacher member(s) to the consortium. When the meetings occur during the workday, the teacher(s) shall receive release time to meet with the consortium.

D. Master Teacher Committee

1. If the parties agree to leave the above consortium then a District Master Teacher Committee shall be established to oversee the Master Teacher Program. The Committee's responsibilities shall include the following:

   a. Facilitate the application process;

b. Confirm candidate's eligibility;

c. Review Master Teacher applications; and

d. Determine the District's Master Teachers.

2. The Committee shall be composed of five (5) members: three (3) teachers and two (2) Administrators. Teachers shall be appointed by the Association President. Administrators shall be appointed by the Superintendent. Participation is voluntary.

3. Committee members shall be properly trained. Training will occur within the workday and release time will be granted.

4. The Committee shall meet as often as its members deem necessary to complete their work. Meetings will occur within the workday and work year.

Article XI. EVALUATION

The parties agree to implement the Ohio Teacher Evaluation System ("OTES") and Ohio School Counselor Evaluation System ("OSCES") and use the associated forms, including the OTES-designated rubric(s) issued by ODE. The parties shall maintain the current evaluation system until the Ohio Department of Education adopts and requires changes to the current evaluation system, as amended any required legislation in the future.

Recognizing that changes may not occur until after the ratification of this Agreement, the following provision will apply:

The Evaluation Committee, as found in 11.15, will convene to work through the changes required by law.

11.01 EVALUATION PROCEDURE DEFINED

The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to sections 3319.111 and 3319.112 of the Ohio Revised Code.

11.02 PURPOSE

The purposes of teacher evaluation are:

A. To serve as a tool to advance the professional development of teachers.

B. To inform instruction.

C. Identify and document observed teacher competencies.

D. Facilitate teacher/evaluator communication

E. Identify areas for improvement and positive assistance.

F. To assist teachers in remedying identified needs.

G. To provide an information source for consideration in administrative decisions regarding the promotion and retention decisions for teachers.

11.03 TRAINING AND REVIEW

11.031 Annual state updates on the teacher evaluation framework and system will be provided to bargaining unit members by the OTES Advisory Committee.

11.032 Teachers new to the District shall be formally briefed of the District's performance expectations, evaluation procedures, criteria, and the evaluation instruments which will be used in the evaluation process by the Superintendent/designee within thirty (30) working days of the first required teacher workday.

11.033 At the beginning of each school year, the administrative team will meet to compare evaluation data of teachers in OTES from the school year before and look for trends and inconsistencies. The results of the meeting will be shared with the Wadsworth Education Association president(s).

11.04 CRITERIA FOR PERFORMANCE ASSESSMENT

11.041 Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating consistent with the OTES 2.0 system.

Each teacher evaluation will result in an effectiveness rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective

11.042 A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument.

11.05 ASSESSMENT OF TEACHER PERFORMANCE

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will comprise a percentage of a teacher's effectiveness rating which will be in compliance with the state percentage, and will be assessed through a holistic process by trained and credentialed

evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. Understanding student learning and development and respecting the diversity of the students they teach;

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

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

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

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

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

G. Assuming responsibility for professional growth, performance and involvement.

11.06 WALKTHROUGHS

11.061 The purpose of a walkthrough is for the administration to observe the classroom setting more frequently and more purposefully, to gather evidence of instruction and to provide feedback to teachers. A walkthrough is not a formal observation and is not meant to be a "Gotcha" to a teacher. A walkthrough may focus on one or more of the following domains:

A. Focus for Learning;
B. Knowledge of Students;
C. Lesson Delivery;
D. Classroom Environment; and
E. Assessment of Student Learning.

11.062 The walkthrough shall be at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.

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

11.064 Data gathered from the walkthrough must be documented on the OTES form designated in Appendix E-6 and will be sent to the teacher after the walkthrough within three (3) work days.

11.065 The evaluating administrator will schedule and meet with the teacher within five (5) work days of the walkthrough to discuss a walkthrough where the evidence indicates an area of concern.

11.07 PROCEDURES FOR LIMITED & CONTINUING CONTRACTS

11.071 Teachers that are new to the district, teachers whose last summative evaluation was ineffective and teachers who are under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Ohio Revised Code shall receive at least (3) formal observations during the school year. The first formal observation shall be completed by November 30.

11.072 A teacher receiving a rating of accomplished will be evaluated every three (3) years as long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observation and evaluation that the evaluator determines that the teacher is making progress on that plan. The first observation completed under the new OTES 2.0 evaluation system will focus on each area of the OTES 2.0 rubric. The observation in subsequent years will only focus on the area identified for professional growth unless the principal and teacher agree to focus on more areas of the rubric.

11.073 A teacher receiving a rating of skilled will be evaluated every two (2) years as long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. The first observation completed under the new OTES 2.0 evaluation system will focus on each area of the OTES 2.0 rubric. The observation in subsequent years will only focus on the area identified for professional growth unless the principal and teacher agree to focus on more areas of the rubric.

11.074 Teachers who are not included in 11.071, 11.072 and 11.073 will be observed at least two (2) times before their summative, completed by May 1.

11.075 In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled (11.072 or 11.073), a credentialed evaluator shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher.

11.076 A teacher who has been on leave for fifty percent (50%) or more of the school year, a teacher who has submitted notice of retirement on or before December 1 of the current school year, or a teacher who is participating in the teacher residency program established under section 3319.223 of the Revised Code for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education for resident educators will not be evaluated.

11.08 FORMAL OBSERVATIONS

11.081 All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.

11.082 Formal observations shall be for a duration of at least thirty (30) consecutive minutes. The teacher will be given at least five (5) work days' notice of the formal observation unless otherwise mutually agreed upon. If the evaluator or teacher is absent or there is a calamity day on the planned observation day, the parties will mutually agree upon an alternate date.

11.083 Within five (5) work days of each formal observation, the evaluator shall provide the bargaining unit member with the written observation report Appendix E-1. Within ten (10) work days of the observation the evaluator shall meet with the teacher to discuss the observation. The evaluator shall take into consideration additional evidence provided by the teacher, before completing the final observation report.

If the teacher informs the evaluator at the post conference that he/she will provide additional evidence, the teacher will have up to five (5) work days after the post conference meeting to provide it to the evaluator. The evaluator will have five (5) work days upon receipt of the additional evidence to provide the teacher with the final observation report.

If the teacher does not inform the evaluator at the post conference that he/she will be submitting additional evidence, and the evaluator and teacher agree to collaborative changes to the observation report during the post conference, the revised observation report shall be provided to the teacher within three (3) work days.

If the teacher does not inform the evaluator at the post conference that he/she will be submitting evidence, and the evaluator and teacher cannot reach agreement on the changes to the observation report, and the evaluator decides to make no changes to the final observation report after considering the evidence presented, the evaluator will notify the teacher of this decision within three (3) work days.

11.084 Traveling teachers will be observed and evaluated in their home buildings. Upon the request of the traveling teacher and/or administrator, additional observations may be made by another administrator.

11.085 The evaluator will not use tape recording devices, public address, or visual recording systems and similar devices for observing the work performance of a bargaining unit member.

11.086 Observations will not be conducted on the day before or after Winter break and Spring break, on the day after an absence due to an extended illness of more than five (5) work days, or on elementary party days.

11.09 HIGH QUALITY STUDENT DATA

At least two measures of high-quality student data must be used to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade

level or subject area taught by a teacher, high-quality student data shall include the value-added progress dimension, but the teacher or evaluator shall use at least one other measure of high-quality student data to demonstrate student learning. High-quality student data may be used as evidence in any component of the evaluation related to the following:

A. Knowledge of the students to whom the teacher provides instruction;
B. The teacher's use of differentiated instructional practices based on the needs or abilities of individual students;
C. Assessment of student learning;
D. The teacher's use of assessment data;
E. Professional responsibility and growth.

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

A. Align to learning standards
B. Measure what is intended to be measured
C. Be attributable to the specific teacher for course(s) and grade level(s) taught
D. Demonstrate evidence of student learning (achievement and/or growth)
E. Follow protocols for administration and scoring
F. Provide trustworthy results
G. Not offend or be driven by bias

and

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

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

The OTES Advisory Committee will create a list of assessments used within the Wadsworth City School District that are considered high quality student data. When utilizing vendor assessment to construct high-quality student data, all related teaching, student, and other educational materials determined by the OTES Advisory Committee to be needed to implement the assessment program shall be purchased, and all affected staff shall be trained on the utilization of the assessment program.

Per Ohio Revised Code 3319.112, high-quality student data shall not be aggregated to provide “shared attribution” among teachers in a District, building, grade, content area, or other group.

11.10 FINALIZATION OF EVALUATION

11.101 The evaluator shall take into consideration additional evidence provided by the teacher, before determining the final summative rating.

11.102 A copy of the summative evaluation report Appendix E-1 will be given to the teacher no later than May 1. If a Teacher requests a post conference after receiving the summative evaluation, the conference will be scheduled within five (5) work days. This timeline may be extended if the bargaining unit member or evaluator is absent.

11.103 The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

11.104 A teacher shall have the right and opportunity to submit a written statement for attachment to the written evaluation placed in the member's personnel file.

11.11 PROFESSIONAL GROWTH PLAN

11.111 Professional Growth Plans help teachers focus on areas of professional development that will enable them to improve their practice.

11.112 Teachers rated Accomplished will develop a professional growth plan and will choose their credentialed evaluator from within their building for the evaluation cycle as set forth in Section 11.072.

11.113 Teachers rated Skilled or Developing will develop a professional growth plan collaboratively with the credentialed evaluator that will be in effect for the evaluation cycle as set forth in Section 11.11.

11.114 Professional growth plans for a school year shall be developed no later than November 1.

11.115 Professional growth plans shall describe the specific performance expectations, resources and assistance to be provided.

11.116 The Board shall provide for the allocation of financial resources to support professional development.

11.12 IMPROVEMENT PLAN

11.121 A professional improvement plan is a clearly articulated assistance program for a teacher who received an Ineffective rating on his/her evaluation. Teachers being placed on an improvement plan will meet with their evaluator within ten (10) work

days to collaborate on the development of the improvement plan.

11.122 The professional improvement plan shall include:

A. Specific performance expectations, deficiencies, goals, resources and assistance to be provided,

B. Timeline - A minimum of a six (6) week period of time given to the teacher to meet the requirements, address deficiencies, meet target dates and dates of review of the plan.

C. The district will provide for the allocation of financial resources to support professional development for a teacher on an improvement plan. This includes a mentor, if needed. Mentors will be compensated at the end of each semester at a rate of $250 each semester.

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

11.124 If a recommendation for an improvement plan occurs and is documented between March 1 and May 10 of the school year, the plan shall be continued into the next school year.

11.125 Once a teacher receives a rating of Developing or higher, the teacher will no longer be under an improvement plan.

11.13 DUE PROCESS

Any grievance filed pertaining to this evaluation procedure may be filed only with respect to procedural aspects.

11.14 PERSONNEL ACTION REQUIREMENTS

If the student assessments required by the State of Ohio change during the term of this Agreement, the Board and Union will meet to discuss how student growth will be used in any decision concerning the retention or removal of employees. This discussion will include reference to Section 13.02 of this Agreement.

11.15 OTES ADVISORY COMMITTEE

11.151 The Association and the Board agree to establish a standing District OTES Advisory Committee.

11.152 The District committee shall be comprised of five (5) teachers appointed by the Association President and five (5) Administrators appointed by the Superintendent/Designee.

11.153 The purpose of the OTES Advisory Committee is to address issues and concerns regarding OTES, update staff on changes to the OTES system, and to provide

training to the staff. All changes to the OTES system, procedures, forms, documents, or others must first be proposed to the OTES Advisory Committee and then bargained between the Board and Association.

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

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

11.156 All decisions of the committee will be achieved by consensus.

11.157 Members of the committee will receive release time for committee work and training.

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

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

11.16 ELECTRONIC TEACHER & PRINCIPAL EVALUATION SYSTEM (eTPES)

11.161 The eTPES is the system by which the administration reports to the Ohio Department of Education teacher evaluation results. The administration will report the minimum information required by the Ohio Department of Education. No other information will be reported to the Ohio Department of Education or any other agency.

11.162 Before the administration submits the eTPES report to the state, each teacher will be notified of his/her final summative evaluation rating. Once a teacher is notified of his/her final summative evaluation rating, no changes will be permitted without prior notification to the teacher.

11.17 & 11.18 SCHOOL COUNSELOR EVALUATION SYSTEM

11.171 School Counselor evaluations will result in the same effectiveness ratings found in 11.041.

11.172 Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators upon the following *Ohio Standards for School Counselors:*

A. Comprehensive School Counseling Program Plan;

B. Direct Services for Academic, Career and Social/Emotional Development;
C. Indirect Services, Partnerships and Referrals;
D. Evaluation and Data;
E. Leadership and Advocacy; and
F. Professional Responsibility, Knowledge and Growth.

11.173 Walkthroughs

Walkthroughs will occur in the same manner prescribed in 11.06.

11.174 Formal Observations

Formal observations will occur in the same manner prescribed in 11.08.

11.175 Procedures for Limited and Continuing Contracts

11.1751 School counselors that are new to the district, school counselors whose last summative evaluation was ineffective and school counselors who are under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Ohio Revised Code shall receive at least three (3) formal observations during the school year. The first formal observation shall be completed by November 30.

11.1752 A school counselor receiving a rating of accomplished will be evaluated once every three (3) years as long as the school counselor's metrics for student outcomes for the most recent year for which data is available is skilled or higher.

11.1753 A school counselor receiving a rating of skilled will be evaluated every two (2) years as long as the school counselor's metrics for student outcomes for the most recent year for which data is available is skilled or higher.

11.1754 A school counselor who is not included in 11.1851, 11.1852 and 11.1853 will be observed at least two (2) times before his/her summative, completed by May 1.

11.1755 In any year in which a school counselor who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled (11.1752 or 11.1753), a credentialed evaluator shall conduct at least one (1) observation of the school counselor and hold at least one (1) conference with the school counselor.

11.176 Assessment of Student Metrics

11.1761 School counselors will use shared attribution on the district overall value-added section of the Progress Component on the State Report Card

for eighty-five percent (85%) of their assessment of student metrics. The remaining fifteen percent (15%) of the assessment of student metrics for each counselor will be based upon the district five (5) year graduation rate on the State Report Card. Per Ohio Revised Code, this will be based upon a four (4) point scale with one (1) being the lowest.

11.177 Final Evaluation Procedures

11.1771 Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative, per the Ohio Department of Education's *Ohio School Counselor Evaluation Model and Ohio Revised Code.*

11.1772 Final evaluation procedures will occur in the same manner prescribed in 11.102, 11.103, and 11.104.

11.178 Professional Growth Plans

Professional growth plans will occur in the same manner prescribed in 11.11.

11.179 Improvement Plans

Improvement Plans will occur in the same manner prescribed in 11.12.

11.180 Due Process

Due process will occur in the same manner prescribed in 11.13.

11.181 The observation and evaluation forms are found in Appendix E-2.

11.19 EVALUATIONS OF MEMBERS NOT UNDER OTES OR OSCES

11.191 The evaluation of bargaining unit members not under OTES system (those who do not teach students at least 50% of their assigned time) shall be based upon formal observations in compliance with Section 11.08, walkthroughs in compliance with Section 11.06, and other performance indicators.

11.192 Procedures for Limited and Continuing Contracts

11.1921 Bargaining unit members that are new to the district, bargaining unit members whose last summative evaluation was ineffective and bargaining unit members who are under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Ohio Revised Code shall receive at least (3) formal observations during the school year. The first formal observation shall be completed by November 30.

11.1922 A bargaining unit member receiving a rating of accomplished will be

evaluated once every three (3) years.

11.1923 A bargaining unit member receiving a rating of skilled will be evaluated every two (2) years.

11.1924 Bargaining unit members who are not included in 11.2021, 11.2022 and 11.2023 will be observed at least two (2) times before their summative, completed by May 1.

11.1925 In any year in which a bargaining unit member who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled (11.2022 or 11.2023), a credentialed evaluator shall conduct at least one (1) observation of the bargaining unit member and hold at least one (1) conference with the bargaining unit member.

11.1926 A bargaining unit member who has been on leave for fifty percent (50%) or more of the school year or who has submitted notice of retirement on or before December 1 of the current school year will not be evaluated.

11.193 Final evaluation procedures will occur in the same manner prescribed in 11.102, 11.103 and 11.104.

11.194 Professional Growth Plans

Professional Growth Plans will occur in the same manner prescribed in 11.11.

11.195 Improvement Plans

Improvement Plans will occur in the same manner prescribed in 11.12.

11.196 Due Process

Due process will occur in the same manner prescribed in 11.13.

11.197 The observation and evaluation forms for beginning unit members not under the OTES evaluation system are found in Appendix E-3.

11.20 CONFERENCES

Unless otherwise mutually agreed to, all conferences between the administration and a bargaining unit member shall be held during the work day.

11.21 DEFINITIONS

11.211 "OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

11.212 "Teacher" - Teacher means licensed instructors who spend at least fifty percent (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.

11.213 "Credentialed Evaluator" – 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 a teacher evaluation; and,

C. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and,

D. Is a member of the District administrative staff.

11.214 "Shared Attribution Measures" – Student growth measures that can be attributed to a group.

11.215 "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.

11.216 "Vendor Assessment" – Refers to 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.

11.217 "OSCES" – Stands for Ohio School Counselor Evaluation System as adopted by the State Board of Education, or as otherwise modified by the State Board of Education.

11.218 "School Counselor" – An employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling

and who is assigned to a position in that capacity.

11.219 "Student Metrics" – The locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

ARTICLE XII. ASSIGNMENT AND CHANGES OF ASSIGNMENT OF PERSONNEL

12.01 VACANCY

A. Vacancy Defined

1. Unless the provisions of Article XII (Reduction In Staff) are implemented, a vacancy in a bargaining unit position shall exist when:

   a. A bargaining unit member dies;

   b. A bargaining unit member resigns;

   c. A bargaining unit member retires;

   d. A bargaining unit member has his/her limited teaching contract non-renewed or terminated;

   e. A bargaining unit member is promoted;

   f. A bargaining unit member goes on a leave for a full school year; or

   g. A new position is created with the bargaining unit.

2. This Article shall not restrict reduction by attrition, and shall not restrict the Board's right to use substitutes to fill openings occurring after the school year begins.

B. Posting of Vacancy

1. Any administrative or bargaining unit vacancy or new position shall be communicated to all bargaining unit members via the District email and posted on the District website within ten (10) days of the date on which the vacancy arose.

2. A copy of the notice of vacancies shall be mailed to the Association President at the time it is posted.

3. No vacancy or new position shall be filled until such vacancy or new position has been posted for five (5) workdays during the regular school year or fifteen (15) calendar days during the summer months, provided that vacancies arising after July 10 may be filled ten (10) days after posting.

4. Part-time bargaining unit members who are not selected for a full-time vacancy may request a conference with the interview team chair to discuss the specific reasons for the decision.

12.02 TRANSFER

A. Transfer Defined

1. Grades 7-12: Transfer means reassigning a bargaining unit member to a different building or subject area.

2. Grades 5-6: Transfer means reassigning a bargaining unit member to a different building, subject area, or grade level. The grade level provision does not apply to intervention specialists.

3. Pre-K-4: Transfer means reassigning a bargaining unit member to a different building or grade level. The grade level provision does not apply to intervention specialists.

These definitions of transfer exclude elementary (pre-K-6th grade) encore, counselors, and tutors, who will instead be consulted about changes in their building assignment(s) on an individual basis prior to the changes being finalized.

B. Voluntary Transfer

1. A bargaining unit member who desires to transfer into a vacancy or new position shall complete an electronic assignment preference form on or before March 1. For vacancies that are posted after March 1, interested members may submit an internal application form within time frames set forth in 11.01 B.4.

2. The Superintendent/designee will review and consider voluntary transfer requests for a vacancy before filling the vacancy by other means. If a bargaining unit member's transfer request is denied, he/she will receive the reasons in writing on request. Such reasons shall not be subject to the grievance process, and the reasons for the denial shall be considered confidential.

3. When a vacancy is posted pursuant to Section 12.01A, above, a bargaining unit member who is considering requesting the transfer will be given, on request, an opportunity to meet with the Principal of the building where the vacancy exists so that he/she can be informed about the vacancy and determine if he/she wants to request a voluntary transfer.

4. A bargaining unit member with seniority and appropriate certification/licensure will be given first consideration over other internal candidates in filling vacancies via a voluntary transfer.

5. Bargaining unit members' requests for voluntary transfers will be determined prior to considering non-bargaining unit member candidates.

6. If a bargaining unit member who has requested a voluntary transfer to a vacancy is not going to be transferred, that member will receive written notice when the decision is made.

7. A bargaining unit member requesting a transfer shall not be required to provide additional information, teach a lesson, or provide a portfolio. The receiving principal may request to meet with the member to discuss the open position.

C. Involuntary Transfer

1. Notice of an involuntary transfer known by the Administration as of June 20 will be given or sent to an affected bargaining unit member prior to July 1. Necessary involuntary transfers after July 1 will be handled on an individual basis as they arise. Absent extraordinary circumstances, involuntary transfers will not occur after July 15.

2. Before giving notice of an involuntary transfer, the Superintendent/designee, will contact the member affected and afford him/her an opportunity to discuss the proposed transfer. The bargaining unit member will be given sufficient information to determine if the transfer qualifies under Section 11.02C.3. Upon request, the member will be given the written reason(s) for the proposed transfer. If, after making a good faith effort, the Superintendent/designee, is unable to contact the member, then notice of the transfer may be sent.

3. When making an involuntary transfer which is unrelated to abolishment of the bargaining unit member's present position, or performance of the member to be transferred, or to that member's relationship with students, parents or building administration, the Superintendent will avoid transferring a member who was involuntarily transferred the preceding school year, unless the member consents, and further will make reasonable efforts to avoid transferring a member who was involuntarily transferred the second or third preceding school year.

4. A bargaining unit member will be notified at the time a decision is made to involuntarily transfer that member.

5. A bargaining unit member who is involuntarily transferred may request to be given notice of openings in which the member has expressed an interest. The written request for notice must also identify those teaching positions in which the teacher has an interest.

6. A bargaining unit member who is required to relocate to a new building shall be granted release time of one (1) work day for time to pack, unpack and room preparation on an agreed upon day with their building principal, or they will receive a stipend of eighty-five dollars ($85.00) for the extra work that is

required outside of the regular work day. The District will be responsible for moving all of the member's materials.

D. Miscellaneous Provision

The reasons for a voluntary or involuntary transfer decision will not be arbitrary or capricious.

12.03 AUTHORITY

By law, the authority to assign and transfer is vested solely in the Superintendent. The judgment of the Superintendent in exercising this authority may be limited only by the principle that it may not be exercised in an arbitrary or capricious fashion.

ARTICLE XIII. REDUCTION IN STAFF

13.01 NEED TO REDUCE STAFF

If, after the effective date of this Agreement, the Board decides to effect a planned reduction in the number of bargaining unit members, for reasons specified in O.R.C. Section 3319.17 and/or because of financial inability to maintain the current programs, then the reduction will be achieved in the following manner.

13.02 METHOD OF REDUCTION

A. Attrition

The number of bargaining unit members affected by a reduction in staff will be kept to a minimum by not employing replacements insofar as practicable for a member who retires or resigns or whose limited contract is not renewed for reasons other than the planned reduction in the number of bargaining unit members.

B. Suspension of Teaching Contract

Within each area of certification affected, reduction not achieved by attrition shall be accomplished first by suspending the teaching contract of bargaining unit members with limited teaching contracts and, second by suspending continuing teaching contracts. Among bargaining unit members within each of these two (2) groups (i.e., the group holding continuing teaching contracts and the group holding limited teaching contracts in each area of certification affected) the Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

C. A teacher will receive a point total of the following, based upon his/her summative evaluation report:

- 4 for accomplished;
- 3 for skilled;

- 2 for developing; and
- 1 for ineffective

Teachers will be ranked in a three (3) tiered system over a three (3) year period of time, as follows:

- Group 1: Cumulative score of 8-12
- Group 2: Cumulative score of 6-7
- Group 3: Cumulative score of 5 or below

Teachers with only one (1) summative evaluation will have their score multiplied by three (3) to determine their comparable Group.

Teachers with only two (2) summative evaluations will have their cumulative score, multiplied by 1.5 to determine their comparable Group.

Each separate Group (1, 2 and 3) will be considered "comparable" (in accordance with 13.02B), with Group 1 being the highest rated. Total scores will always be considered as consisting of the most recent evaluation data.

When reductions are necessary, and in accordance with 13.02B, the order of reductions will occur in the following order: within an area of licensure/certification Group 3, then Group 2, then Group 1.

D. Right to Bump

A bargaining unit member who is notified that he/she is to have his/her contract suspended will have the right to bump the least senior member whose position he/she is certified/licensed to fill (teacher to teacher/tutor to tutor), in accordance with 13.02B and 13.02C.

13.03 NOTICE OF REDUCTION IN STAFF

The Board shall send written notice of contract suspension by certified mail, return receipt requested. Alternatively, the Board may have the contract suspension notice personally delivered to an affected bargaining unit member. Notices to affected members shall be sent at least sixty (60) days in advance of the layoff. Further, at least ninety (90) days in advance of the effective date of a layoff and before Board action on the layoff is taken, written notice of a possible layoff will be sent or delivered to the Association President.

13.04 RIGHTS WHILE ON SUSPENSION

A. Right to Substitute

1. A bargaining unit member whose teaching contract has been suspended by reason of a Reduction In Staff will be called to substitute, within his/her area of certification, before someone is called who does not hold a suspended teaching

contract.

2. A bargaining unit member whose teaching contract has been suspended by reason of a reduction in staff will be given preference in long-term substitute assignments within his/her area of certification.

3. The refusal of a bargaining unit member, whose teaching contract has been suspended by reason of a reduction in staff, to accept an offer to substitute shall not waive his/her recall rights under Section 13.05, below, nor his/her right to preference in future assignments as a substitute.

4. Rights conferred by this Section 13.04A are subject to certification requirements and availability of the bargaining unit member when called. However, if no certified substitute is available, then a bargaining unit member on the Recall List will be offered the opportunity to substitute before the position is offered to another substitute who lacks proper certification.

B. Right to Insurance Benefits

1. Insurance coverage(s) shall be continued for a bargaining unit member whose teaching contract has been suspended by reason of Reduction In Staff upon his/her payment of the premium(s).

2. The premium(s) will be payable at the beginning of each month at the Treasurer's Office.

13.05 RECALL

A. Recall Defined

For purposes of this Section, "recall" means the right to be offered a position within the bargaining unit member's area of certification/license before the position is filled by hiring a person not already employed by the Board. If there is a vacancy in a bargaining unit position, or a new bargaining unit position is created, members whose teaching continuing contracts are suspended, who are certified/licensed to perform the duties in question, will be recalled prior to members with limited teaching contracts. Openings will be offered to members in the inverse order of the suspension of their contracts.

B. Right to Recall

1. A bargaining unit member whose continuing teaching contract was suspended shall have unlimited recall rights as provided in O.R.C. Section 3319.17 and shall be recalled based on area of licensure before a member with a limited teaching contract.

2. A bargaining unit member whose limited teaching contract was suspended, who keeps the Board informed of his/her address, email address, and phone number(s) shall have recall rights of two (2) years after the effective date of the suspension of his/her contract.

C. Notice of Recall

A notice of recall shall be made by certified mail in addition to any other arrangements made by the bargaining unit member.

D. Waiver of Recall Rights

A bargaining unit member who does not accept an offer of recall within fifteen (15) calendar days following the date the certified notice is sent shall be deemed to have waived his/her recall rights.

E. Part-Time Positions

Refusal or acceptance of less than a full-time bargaining unit position shall not affect continued recall rights.

13.06 RESTORATION OF BENEFITS

All benefits to which a bargaining unit member was entitled at the time of the suspension of his/her teaching contract, including unused accumulated Sick Leave, will be restored to him/her upon his/her return to active employment. He/She will be placed on the proper step of the salary schedule according to his/her experience and education. A member will not receive increment credit for time spent on suspension nor will such time count toward the fulfillment of the requirement of acquiring tenure.

13.07 EFFECT OF THIS ARTICLE

This Article shall take precedence over any rights to reassignment in regard to any other provision of this Agreement.

13.08 POSITIONS

For purposes of applying Sections 13.02 through 13.07, above, the Board and Administration reserve the right to define positions and identify which positions will be affected. For example, if the Board has half-time work available in two (2) subjects (e.g., French and Spanish, or English and History), the Board would determine whether there are two (2) part-time positions available or only a single position requiring dual certification.

ARTICLE XIV. JOB-SHARING

14.01 JOB-SHARING

A. The job-sharing team is composed of two (2) currently employed classroom teachers who share one full-time position.

1. Job-sharing arrangements will be for an entire school year.

2. The total number of job-sharing teachers shall not exceed ten (10) teachers, i.e., five (5) pairs per year.

3. Applications for job-sharing teachers must be submitted not later than March 1 of the prior school year. (Appendix J) The administrator's response approving or denying the application will be provided no later than May 1. Each teacher shall assume the responsibility for finding his/her job-sharing partner. No teacher shall be required to job-share. Any two (2) teachers interested in a job sharing arrangement will submit a written job sharing plan, showing in detail all particulars with respect to the job sharing arrangement proposed by them, including (i) the duties to be shared by them and the manner in which all duties are to be shared, (ii) the responsibilities to be shared by them and the manner in which they are to be shared, and (iii) how they proposed to handle matters such as resignations, layoffs, pregnancy, unpaid child leave, and similar situations, which may arise in the course of the job sharing arrangement.

4. Each teacher shall acquire one (1) year seniority for each year of job- sharing work providing each teacher works a minimum of 120 days per year.

5. Job-sharing teachers shall receive a pro-rata share of salary and leave benefits (e.g., sick leave, personal leave).

6. The schedule to be worked by job-sharing teachers shall be determined by the administration with input from the teachers involved.

7. A teacher with documented professional difficulties shall not be eligible for job-sharing.

8. Job-sharing applications will be considered annually. If one or both members wish to return to full time at the start of a new school year, they must continue job-sharing until a full-time position for which they are certified becomes available. For members of a job share established after the 2016-2017 school year, if a full-time position for which they are certified becomes available, the process outlined in 12.02B is followed to determine if they are assigned the position. If one member wishes to continue job sharing, he/she must find a partner or resume a full-time teaching position.

9. Job-sharing teachers who teach in the morning must attend all morning meetings. Job-sharing teachers who teach in the afternoon must attend all afternoon meetings. Job-sharing teachers must attend all required evening meetings where requested, including RtI or IEP meetings. In addition, both must attend professional development days and field trips.

10. Not being able to job-share during a particular school year does not prevent a teacher from requesting a part-time assignment. However, once a teacher has entered into a contract for a part-time position, he/she is only guaranteed that percentage of employment in future years.

11. Members of the job-sharing team may substitute for each other at the normal substitute pay rate. If that member is not available to substitute, one will be called from the substitute list. For extended leaves of absence, the substitute (or job-sharing team member, if available) will continue to be paid at the normal substitute pay rate, with no additional benefits.

ARTICLE XV. ELECTRONIC INSTRUCTION OCCURRING OUTSIDE OF THE WORKDAY

Electronic instruction outside of the workday includes, but is not limited to, instruction provided via various forms of technology, including online classes, distance learning and virtual learning, all of which would occur outside of the workday. In the event electronic instruction courses outside of the workday are being considered, any impact upon terms and conditions of employment arising out of the potential courses to be taught via electronic instruction will be resolved on a case by case basis by the Association, the affected teacher(s) who are willing to teach the courses, and the administration. The resolution for each situation will not be precedent setting and will be reflected in a memorandum of understanding. If the parties are unable to reach agreement, the electronic instruction course outside of the workday will not be offered.

ARTICLE XVI. COLLEGE CREDIT PLUS

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

1. No bargaining unit member shall be required to become credentialed to teach a CCP course. However, all bargaining unit members who are already credentialed at the beginning of the 2017-2018 school year, or bargaining unit members who are credentialed to teach CCP courses when hired beginning with the 2017-2018 school year, may be assigned to teach a CCP course.

2. No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. However, he/she may provide information from the IHE evaluation as evidence of competencies in his/her District evaluation. Any evaluation performed by the IHE shall be kept by the IHE and are separate from the employee's personnel file in the District, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the IHE evaluation, unless the observed behavior would be subject to progressive discipline in the Master Agreement between the parties (Article 8.04, Disciplinary Proceedings) or is an offense that would be a required report to the Ohio Department of Education Office of Professional Conduct or legal authorities.

3. If requested by the bargaining unit member, prior to the beginning of each course, all bargaining unit members who participate in the CCP program will be provided one (1) professional development day to visit the participating IHE to engage in planning with the cooperating college instructor. The bargaining unit member shall be paid the curriculum rate for the professional development day if it occurs on a non-contractual day or will be provided professional leave for either if occurring on a contractual day.

4. If requested by the bargaining unit member, prior to the beginning of each course, all bargaining unit members who participate in the CCP program will be provided one (1) day to attend any orientation, or similarly titled training, required by the IHE. The bargaining unit member shall be paid the curriculum rate for the orientation day if it occurs on a non-contractual day or will be provided professional leave for either if occurring on a contractual day.

5. Beginning with the 2017-2018 school year, a reimbursement of up to $1000.00 will be provided to each bargaining unit member who completes the courses necessary to teach a CCP course and submits his/her receipts. Any bargaining unit member who receives this stipend and leaves the district before three (3) years have passed and has not taught a CCP course since receiving the stipend will have the amount of the stipend withheld from their final paycheck received from the district.

ARTICLE XVII. EFFECTS OF AGREEMENT

17.01 DEFINITION OF TERMS

A. Days Defined

When used in this Agreement, "days" shall mean calendar days exclusive of all holidays when the Central Office of the Board is closed.

B. Superintendent Defined

Unless otherwise indicated, the term "Superintendent" when used in this Agreement is understood to mean the Superintendent/designee.

C. Treasurer Defined

Unless otherwise indicated, the term "Treasurer" when used in this Agreement is understood to mean the Board Treasurer/designee.

D. BA Defined

When used in this Agreement, "BA" refers to a teacher who is properly licensed by the Ohio Department of Education for the position the teacher has been assigned to upon being hired by the Board. A teacher in the "BA" column is either a teacher who holds a bachelor degree and does not meet the criteria to be placed into the other Teacher

Salary Schedule columns (Bachelor 150, Masters, Masters +15, Masters +30) or a teacher in a career technical education program who does not hold a bachelor degree but is properly licensed by the Ohio Department of Education to teach the career technical education program due to the teacher's work history in the career field and following the licensure requirements established by the Ohio Department of Education (e.g. CTE-36, CTE-37).

17.02 NONDISCRIMINATION

The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of a bargaining unit member or in the application or administration of this Agreement or any other rule, regulation or policy relating to the terms and conditions of employment of a member on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category. The Board shall comply with applicable Ohio Law covering employment of a physically disabled member.

17.03 CURRENT BOARD POLICIES

The Board shall maintain a policy book and keep it current at all times. The Board shall be receptive to recommendations for additions or revisions to these policies that are in the best interests of the community. The current written policies will be made available to bargaining unit members on-line.

17.04 IMPLEMENTATION

The Association and the Board will take such action as necessary to implement the Agreement.

17.05 SEVERABILITY

A. Provision Contrary to Law

If any provision(s) of this Agreement or any application thereof is contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

B. Renegotiation of Provision

Upon request of either the Association or the Board, within ten (10) days after a provision is found or determined to be contrary to law, the parties will meet solely for the purpose of negotiating the provision(s) affected.

17.06 AGREEMENT REPRODUCTION AND DISTRIBUTION

A. Reproduction

The Board will be responsible for the reproduction of the Agreement.

B. Distribution

1. Within ninety (90) days of ratification by the Association and the Board, each bargaining unit member shall receive an electronic PDF copy of this Agreement.

2. The Association President shall be provided with thirty (30) paper copies of the Agreement.

17.07 MANAGEMENT RIGHTS

This Agreement represents the entire agreement between the parties, and no other agreements not specifically contained herein are in existence. The Board and Administration reserve all rights and powers under O.R.C. 4117.08I.

ARTICLE XVIII. DURATION AND RATIFICATION

18.01 DURATION

Except as otherwise specified in this Agreement, the Articles of this Agreement shall become effective at 12:01 a.m. July 1, 2023, and remain in full force and effect until 12:00 midnight June 30, 2027.

18.02 CERTIFICATION OF TENTATIVE AGREEMENT

Tentative agreement on the foregoing Agreement between the parties is attested to on this 5th day of March 2026 by the representative of the parties whose signatures appear below.

FOR THE ASSOCIATION	FOR BOARD
Team Spokesperson	Team Spokesperson
Association Co-President	Superintendent
Association Co-President	Team Member

Team Member		Team Member
Team Member		Team Member
Team Member		Team Member

18.03 CERTIFICATE OF RATIFICATION

Ratification of the foregoing Agreement between the parties is attested to by the representatives of the parties whose signatures appear below.

Its President	Its President
Its Bargaining Team Chairperson	Its Superintendent
Bargaining Team Member	Its Treasurer
Bargaining Team Member	Bargaining Team Member
Bargaining Team Member	Bargaining Team Member

APPENDIX A

WADSWORTH CITY SCHOOLS
GRIEVANCE PROCEDURE FORM

AGGRIEVED PERSON, PERSONS, and WEA_____

_____

ADDRESS_____ PHONE_____

SCHOOL_____ PRINCIPAL_____

DATE GRIEVANCE OCCURRED_____ DATE OF FORMAL FILING_____

PERSON OR PERSONS TO WHOM GRIEVANCED IS DIRECTED: _____

_____INITIATED ON LEVEL

_____

STATEMENT OF GRIEVANCE:
Describe the issue to be resolved and cite the Article(s) of the Agreement allegedly violated.

ACTION REQUESTED:
Have you discussed this with your immediate supervisor? Yes _____ No _____
If YES, what action has been taken so far?

_____
Grievant

Copy to the Association President

Use back or attachments as necessary.

APPENDIX B

GRIEVANCE DECISIONS

LEVEL II (FORMAL) DECISION _____

_____

_____

Date _____ Signature _____
Administrative Representative

Copy to the Grievant
and the Association President

LEVEL III (FORMAL) DECISION _____

_____

_____

Date _____ Signature _____
Administrative Representative

Copy to the Grievant
and the Association President

Where decision requires additional space, attach pages as necessary.

Wadsworth School District
Teacher Salary Schedule
2023-2024 School Year

	BA		BA 150		Masters		Masters +15		Masters +30	
Years	Index	**Salary**	Index	**Salary**	Index	**Salary**	Index	**Salary**	Index	**Salary**
0	1.000	$ 48,020	1.050	$ 50,421	1.110	$ 53,302	1.165	$ 55,943	1.205	$ 57,864
		260.98		274.03		289.69		304.04		314.48
1	1.050	$ 50,421	1.095	$ 52,582	1.160	$ 55,703	1.215	$ 58,344	1.255	$ 60,265
		274.03		285.77		302.73		317.09		327.53
2	1.090	$ 52,342	1.140	$ 54,743	1.210	$ 58,104	1.265	$ 60,745	1.305	$ 62,666
		284.47		297.52		315.78		330.14		340.58
3	1.130	$ 54,263	1.185	$ 56,904	1.260	$ 60,505	1.315	$ 63,146	1.355	$ 65,067
		294.91		309.26		328.83		343.19		353.63
4	1.170	$ 56,183	1.230	$ 59,065	1.310	$ 62,906	1.365	$ 65,547	1.405	$ 67,468
		305.34		321.00		341.88		356.24		366.67
5	1.210	$ 58,104	1.275	$ 61,226	1.360	$ 65,307	1.415	$ 67,948	1.455	$ 69,869
		315.78		332.75		354.93		369.28		379.72
6	1.250	$ 60,025	1.320	$ 63,386	1.410	$ 67,708	1.465	$ 70,349	1.505	$ 72,270
		326.22		344.49		367.98		382.33		392.77
7	1.290	$ 61,946	1.365	$ 65,547	1.460	$ 70,109	1.515	$ 72,750	1.555	$ 74,671
		336.66		356.24		381.03		395.38		405.82
8	1.33	$ 63,867	1.410	$ 67,708	1.51	$ 72,510	1.565	$ 75,151	1.605	$ 77,072
		347.10		367.98		394.08		408.43		418.87
9	1.370	$ 65,787	1.455	$ 69,869	1.560	$ 74,911	1.615	$ 77,552	1.655	$ 79,473
		357.54		379.72		407.13		421.48		431.92
10	1.410	$ 67,708	1.500	$ 72,030	1.630	$ 78,273	1.685	$ 80,914	1.725	$ 82,835
		367.98		391.47		425.39		439.75		450.19
11	1.450	$ 69,629	1.545	$ 74,191	1.680	$ 80,674	1.735	$ 83,315	1.775	$ 85,236
		378.42		403.21		438.44		452.80		463.24
12	1.490	$ 71,550	1.590	$ 76,352	1.730	$ 83,075	1.785	$ 85,716	1.825	$ 87,637
		388.86		414.96		451.49		465.85		476.29
13	1.530	$ 73,471	1.635	$ 78,513	1.780	$ 85,476	1.835	$ 88,117	1.875	$ 90,038
		399.30		426.70		464.54		478.90		489.33
14			1.680	$ 80,674	1.830	$ 87,877	1.885	$ 90,518	1.925	$ 92,439
				438.44		477.59		491.94		502.38
15			1.725	$ 82,835	1.880	$ 90,278	1.935	$ 92,919	1.975	$ 94,840
				450.19		490.64		504.99		515.43
16					1.930	$ 92,679	1.985	$ 95,320	2.025	$ 97,241
						503.69		518.04		528.48
18	1.570	$ 75,391	1.770	$ 84,995	1.980	$ 95,080	2.035	$ 97,721	2.075	$ 99,642
		409.74		461.93		516.74		531.09		541.53
21	1.590	$ 76,352	1.840	$ 88,357	2.030	$ 97,481	2.105	$ 101,082	2.145	$ 103,003
		414.96		480.20		529.79		549.36		559.80
24	1.610	$ 77,312	1.860	$ 89,317	2.080	$ 99,882	2.135	$ 102,523	2.175	$ 104,444
		420.18		485.42		542.83		557.19		567.63
27	1.630	$ 78,273	1.880	$ 90,278	2.130	$ 102,283	2.185	$ 104,924	2.225	$ 106,845
		425.39		490.64		555.88		570.24		580.68

APPENDIX C-2

Wadsworth School District
Teacher Salary Schedule
2024-2025 School Year

	BA		BA 150		Masters		Masters +15		Masters +30	
Years	Index	**Salary**	Index	**Salary**	Index	**Salary**	Index	**Salary**	Index	**Salary**
0	1.000	$ 49,221	1.050	$ 51,682	1.110	$ 54,635	1.165	$ 57,342	1.205	$ 59,311
		267.51		280.88		296.93		311.64		322.34
1	1.050	$ 51,682	1.095	$ 53,897	1.160	$ 57,096	1.215	$ 59,804	1.255	$ 61,772
		280.88		292.92		310.31		325.02		335.72
2	1.090	$ 53,651	1.140	$ 56,112	1.210	$ 59,557	1.265	$ 62,265	1.305	$ 64,233
		291.58		304.96		323.68		338.39		349.09
3	1.130	$ 55,620	1.185	$ 58,327	1.260	$ 62,018	1.315	$ 64,726	1.355	$ 66,694
		302.28		316.99		337.06		351.77		362.47
4	1.170	$ 57,589	1.230	$ 60,542	1.310	$ 64,480	1.365	$ 67,187	1.405	$ 69,156
		312.98		329.03		350.43		365.14		375.85
5	1.210	$ 59,557	1.275	$ 62,757	1.360	$ 66,941	1.415	$ 69,648	1.455	$ 71,617
		323.68		341.07		363.81		378.52		389.22
6	1.250	$ 61,526	1.320	$ 64,972	1.410	$ 69,402	1.465	$ 72,109	1.505	$ 74,078
		334.38		353.11		377.18		391.90		402.60
7	1.290	$ 63,495	1.365	$ 67,187	1.460	$ 71,863	1.515	$ 74,570	1.555	$ 76,539
		345.08		365.14		390.56		405.27		415.97
8	1.33	$ 65,464	1.410	$ 69,402	1.51	$ 74,324	1.565	$ 77,031	1.605	$ 79,000
		355.78		377.18		403.93		418.65		429.35
9	1.370	$ 67,433	1.455	$ 71,617	1.560	$ 76,785	1.615	$ 79,492	1.655	$ 81,461
		366.48		389.22		417.31		432.02		442.72
10	1.410	$ 69,402	1.500	$ 73,832	1.630	$ 80,230	1.685	$ 82,937	1.725	$ 84,906
		377.18		401.26		436.03		450.75		461.45
11	1.450	$ 71,370	1.545	$ 76,046	1.680	$ 82,691	1.735	$ 85,398	1.775	$ 87,367
		387.88		413.30		449.41		464.12		474.82
12	1.490	$ 73,339	1.590	$ 78,261	1.730	$ 85,152	1.785	$ 87,859	1.825	$ 89,828
		398.58		425.33		462.78		477.50		488.20
13	1.530	$ 75,308	1.635	$ 80,476	1.780	$ 87,613	1.835	$ 90,321	1.875	$ 92,289
		409.28		437.37		476.16		490.87		501.57
14			1.680	$ 82,691	1.830	$ 90,074	1.885	$ 92,782	1.925	$ 94,750
				449.41		489.53		504.25		514.95
15			1.725	$ 84,906	1.880	$ 92,535	1.935	$ 95,243	1.975	$ 97,211
				461.45		502.91		517.62		528.32
16					1.930	$ 94,997	1.985	$ 97,704	2.025	$ 99,673
						516.29		531.00		541.70
18	1.570	$ 77,277	1.770	$ 87,121	1.980	$ 97,458	2.035	$ 100,165	2.075	$ 102,134
		419.98		473.48		529.66		544.37		555.07
21	1.590	$ 78,261	1.840	$ 90,567	2.030	$ 99,919	2.105	$ 103,610	2.145	$ 105,579
		425.33		492.21		543.04		563.10		573.80
24	1.610	$ 79,246	1.860	$ 91,551	2.080	$ 102,380	2.135	$ 105,087	2.175	$ 107,056
		430.68		497.56		556.41		571.12		581.82
27	1.630	$ 80,230	1.880	$ 92,535	2.130	$ 104,841	2.185	$ 107,548	2.225	$ 109,517
		436.03		502.91		569.79		584.50		595.20

Wadsworth School District
Teacher Salary Schedule
2025-2026 and 2026-2027 School Years

	BA		BA 150		Masters		Masters +15		Masters +30	
Years	Index	**Salary**	Index	**Salary**	Index	**Salary**	Index	**Salary**	Index	**Salary**
0	1.000	$ 50,698	1.050	$ 53,233	1.110	$ 56,275	1.165	$ 59,063	1.205	$ 61,091
		275.53		289.31		305.84		321.00		332.02
1	1.050	$ 53,233	1.095	$ 55,514	1.160	$ 58,810	1.215	$ 61,598	1.255	$ 63,626
		289.31		301.71		319.62		334.77		345.79
2	1.090	$ 55,261	1.140	$ 57,796	1.210	$ 61,345	1.265	$ 64,133	1.305	$ 66,161
		300.33		314.11		333.39		348.55		359.57
3	1.130	$ 57,289	1.185	$ 60,077	1.260	$ 63,879	1.315	$ 66,668	1.355	$ 68,696
		311.35		326.51		347.17		362.33		373.35
4	1.170	$ 59,317	1.230	$ 62,359	1.310	$ 66,414	1.365	$ 69,203	1.405	$ 71,231
		322.37		338.91		360.95		376.10		387.12
5	1.210	$ 61,345	1.275	$ 64,640	1.360	$ 68,949	1.415	$ 71,738	1.455	$ 73,766
		333.39		351.30		374.72		389.88		400.90
6	1.250	$ 63,373	1.320	$ 66,921	1.410	$ 71,484	1.465	$ 74,273	1.505	$ 76,300
		344.42		363.70		388.50		403.66		414.68
7	1.290	$ 65,400	1.365	$ 69,203	1.460	$ 74,019	1.515	$ 76,807	1.555	$ 78,835
		355.44		376.10		402.28		417.43		428.45
8	1.33	$ 67,428	1.410	$ 71,484	1.51	$ 76,554	1.565	$ 79,342	1.605	$ 81,370
		366.46		388.50		416.05		431.21		442.23
9	1.370	$ 69,456	1.455	$ 73,766	1.560	$ 79,089	1.615	$ 81,877	1.655	$ 83,905
		377.48		400.90		429.83		444.99		456.01
10	1.410	$ 71,484	1.500	$ 76,047	1.630	$ 82,638	1.685	$ 85,426	1.725	$ 87,454
		388.50		413.30		449.12		464.27		475.29
11	1.450	$ 73,512	1.545	$ 78,328	1.680	$ 85,173	1.735	$ 87,961	1.775	$ 89,989
		399.52		425.70		462.89		478.05		489.07
12	1.490	$ 75,540	1.590	$ 80,610	1.730	$ 87,708	1.785	$ 90,496	1.825	$ 92,524
		410.54		438.10		476.67		491.83		502.85
13	1.530	$ 77,568	1.635	$ 82,891	1.780	$ 90,242	1.835	$ 93,031	1.875	$ 95,059
		421.56		450.50		490.45		505.60		516.62
14			1.680	$ 85,173	1.830	$ 92,777	1.885	$ 95,566	1.925	$ 97,594
				462.89		504.22		519.38		530.40
15			1.725	$ 87,454	1.880	$ 95,312	1.935	$ 98,101	1.975	$ 100,129
				475.29		518.00		533.16		544.18
16					1.930	$ 97,847	1.985	$ 100,636	2.025	$ 102,663
						531.78		546.93		557.95
18	1.570	$ 79,596	1.770	$ 89,735	1.980	$ 100,382	2.035	$ 103,170	2.075	$ 105,198
		432.59		487.69		545.55		560.71		571.73
21	1.590	$ 80,610	1.840	$ 93,284	2.030	$ 102,917	2.105	$ 106,719	2.145	$ 108,747
		438.10		506.98		559.33		580.00		591.02
24	1.610	$ 81,624	1.860	$ 94,298	2.080	$ 105,452	2.135	$ 108,240	2.175	$ 110,268
		443.61		512.49		573.11		588.26		599.28
27	1.630	$ 82,638	1.880	$ 95,312	2.130	$ 107,987	2.185	$ 110,775	2.225	$ 112,803
		449.12		518.00		586.88		602.04		613.06

APPENDIX C-4

Wadsworth School District
Hourly Tutor Rates
School Years: 2023-2024, 2024-2025, 2025-2026, and 2026-2027

	2023-24				2024-25		2025-26 and 2026-27	
	BA		BA 150		BA	BA 150	BA	BA150
Years	Index	Hourly Rate	Index	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
0	1.000	$ 25.87	1.050	$ 27.16	$ 26.52	$ 27.85	$ 27.32	$ 28.69
1	1.050	$ 27.16	1.095	$ 28.33	$ 27.85	$ 29.04	$ 28.69	$ 29.92
2	1.090	$ 28.20	1.140	$ 29.49	$ 28.91	$ 30.23	$ 29.78	$ 31.14
3	1.130	$ 29.23	1.185	$ 30.66	$ 29.97	$ 31.43	$ 30.87	$ 32.37
4	1.170	$ 30.27	1.230	$ 31.82	$ 31.03	$ 32.62	$ 31.96	$ 33.60
5	1.210	$ 31.30	1.275	$ 32.98	$ 32.09	$ 33.81	$ 33.06	$ 34.83
6	1.250	$ 32.34	1.320	$ 34.15	$ 33.15	$ 35.01	$ 34.15	$ 36.06
7	1.290	$ 33.37	1.365	$ 35.31	$ 34.21	$ 36.20	$ 35.24	$ 37.29
8	1.33	$ 34.41	1.410	$ 36.48	$ 35.27	$ 37.39	$ 36.34	$ 38.52
9	1.370	$ 35.44	1.455	$ 37.64	$ 36.33	$ 38.59	$ 37.43	$ 39.75
10	1.410	$ 36.48	1.500	$ 38.81	$ 37.39	$ 39.78	$ 38.52	$ 40.98
11	1.450	$ 37.51	1.545	$ 39.97	$ 38.45	$ 40.97	$ 39.61	$ 42.21
12	1.490	$ 38.55	1.590	$ 41.13	$ 39.51	$ 42.17	$ 40.71	$ 43.44
13	1.530	$ 39.58	1.635	$ 42.30	$ 40.58	$ 43.36	$ 41.80	$ 44.67
14			1.680	$ 43.46		$ 44.55		$ 45.90
15			1.725	$ 44.63		$ 45.75		$ 47.13
16								
18	1.570	$ 40.62	1.770	$ 45.79	$ 41.64	$ 46.94	$ 42.89	$ 48.36
21	1.590	$ 41.13	1.840	$ 47.60	$ 42.17	$ 48.80	$ 43.44	$ 50.27
24	1.610	$ 41.65	1.860	$ 48.12	$ 42.70	$ 49.33	$ 43.99	$ 50.82
27	1.630	$ 42.17	1.880	$ 48.64	$ 43.23	$ 49.86	$ 44.53	$ 51.36

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE: EFFECTIVE – 2023-2027

ACTIVITY	Exp. 0-3 % of Base	Exp. 4-6 % of Base	Exp. 7-9 % of Base	Exp. 10+ % of Base
ADVISORS – Grade 12 Class	5.00%			
Grade 12 Assistant	3.00%			
Grade 11 Class	4.00%			
Grade 11 Assistant	2.00%			
Grade 10 Class	1.00%			
Grade 9 Class	1.00%			
Grade 8 Class	1.00%			
Grade 7 Class	1.00%			
Academic Challenge Middle School	1.00%			
Academic Challenge High School	4.00%			
Annual	10.00%			
Art/Music/Fine Arts Festival	1.00%			
Bus Ramp Duty	2.50%			
Career Tech Education Clubs[1] (when State-mandated)	1.00%			
Chess Club Advisor	2.00%			
Choir (CIS)	1.00%			
Choir (WMS)	1.00%			
Crisis Response Leader	3.00%			
Crossing Guard Supervisor (Elementary)	1.00%			
Department Heads	5.00% (3-6 team); 8.00% (7-9 team); 11.00% (10+ team)			
High School Business, Encore, English, Foreign Lang., Guidance, H.P.E., Math, Science, Social Studies, Special Education, Career Technical Education	(Each teacher in the dept. three [3] periods/day counts in total.)			
WMS Encore, English, Math, Science, Social Studies, Special Education				
Intermediate School English, Math, Science, Social Studies, Special Education, K-8 School Counselors				
Drama Club Advisor	2.00%			
Drama Dept. Chair	5.00%			
Fine Arts Festival Performance Coordinator	1.00%			
Fine Arts Festival Logistical Coordinator	1.00%			
Fishing Club	1.00%			
High School Art Club	5.00%			
LPDC Chair	7.00%			
LPDC Member	5.00%			
Media Communications Event Coordinator	6.00%			

[1] Career Technical Education Club Advisors will attend at least one (1) Saturday meeting for regional competition where/when applicable to, activity and at least one (1) Saturday meeting for State qualifiers where/when applicable to activity.

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE: EFFECTIVE – 2023-2027

ACTIVITY	Exp. 0-3 % of Base	Exp. 4-6 % of Base	Exp. 7-9 % of Base	Exp. 10+ % of Base
National Forensic Head Coach	15.00%	15.75%	17.25%	18.75%
Assistant Coach – Debate	13.00%	13.65%	14.95%	16.25%
Assistant Coach – All Events	10.00%	10.50%	11.50%	12.50%
National Honor Society	5.00%			
Newspaper – Senior High (Bruin)	10.00%			
Newspaper – Middle School	3.00%			
Newspaper - CIS	2.00%			
OTES Committee Chair	1.00%			
Percussion Artist in Residence	10.00%			
Performance Improvement Plan Mentor	$250 per semester			
PDC Chair	3.00%			
PDC Member	2.00%			
Pep Club	3.00%			
Peer Tutor Advisor Middle School	5.00%			
Plays[2] – High School Play	14.00%	x1.05%	x1.15%	x1.25%
High School Musical	20.00%			
Middle School Play	11.00%			
Middle School Musical	14.00%			
Power of the Pen	3.00%			
Power of the Pen Asst. Coach	1.00%			
Resident Educator Mentor (4-yr. Program)	Yr. 1 of Program $2,000; Yr. 2 $1,500; Yr. 3 $500			
Resident Educator Mentor (2-yr. Program)	Yr. 1 of Program: $2,000; Yr. 2: $2,000			
Response to Intervention Chair (Gr. K-6)	7%			
Response to Intervention Chair (Gr. 7-12)	3%			
Response to Intervention Member (Gr. K-6)	5%			
Response to Intervention Member (Gr. 7-12)	2%			
S.A.D.D. High School	2.00%			
S.A.D.D. Middle School	1.00%			
Science/STEM Club Advisor	2.00%			
Science Fair	3.00%			
Student Council High School	6.00%			
Student Council Assistant High School	4.00%			
Student Council Elementary (K-4)	1.50%			
Student Council (CIS & WMS)	2.00%			
Student of the Month	1.00%			
Vocal Music Director	12.00%			
V.O.F.T.	1.00%			

[2] The above percentages shall be divided between the participating directors. The distribution of these funds must be determined in advance of the performance and in time for Board action on the supplemental contracts. The experience factors of the Supplemental Salary Schedule shall be applied on an individual basis to the portion of the total percentage apportioned to each director. Contemplates a total of six (6) productions.

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE: EFFECTIVE – 2023-2027

ACTIVITY	Exp. 0-3 % of Base	Exp. 4-6 % of Base	Exp. 7-9 % of Base	Exp. 10+ % of Base
BAND DIRECTOR – High School	34.00%			
Assistant Band Director (HS/MS)	14.00%			
WMS Band	1.00%			
CIS Band	1.00%			
BASEBALL – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Varsity Assistant	9.00%	9.35%	10.05%	10.75%
Reserve Coach	9.00%	9.35%	10.05%	10.75%
Freshman Coach	7.00%	7.35%	8.05%	8.75%
BASKETBALL (Boys') – Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistant	12.00%	12.60%	13.80%	15.00%
Reserve Coach	12.00%	12.60%	13.80%	15.00%
9th Grade Coach	10.00%	10.50%	11.50%	12.50%
8th Grade Coach	8.00%	8.40%	9.20%	10.00%
7th Grade Coach	7.00%	7.35%	8.05%	8.75%
BASKETBALL (Girls') – Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistant	12.00%	12.60%	13.80%	15.00%
Reserve Coach	12.00%	12.60%	13.80%	15.00%
9th Grade Coach	10.00%	10.50%	11.50%	12.50%
8th Grade Coach	8.00%	8.40%	9.20%	10.00%
7th Grade Coach	7.00%	7.35%	8.05%	8.75%
BASKETBALL (WHEELCHAIR)				
Head Coach	8.00%	8.90%	10.70%	12.50%
Asst. Coach	7.00%	7.60%	8.80%	10.00%
BOWLING (Boys' and Girls') – Varsity	10.00%	10.50%	11.50%	12.50%
Varsity Assistant	7.00%	7.35%	8.05%	8.75%
CHEERLEADERS – High School				
Varsity/J.V./Fall	7.00%	7.25%	7.75%	8.25%
Varsity/J.V./Winter	7.00%	7.25%	7.75%	8.25%
Freshman: Fall	2.50%	2.63%	2.88%	3.13%
Freshman: Winter	3.00%	3.15%	3.45%	3.75%
Middle School - Fall	2.00%	2.10%	2.30%	2.50%
Middle School - Winter	2.50%	2.63%	2.88%	3.13%
CROSS COUNTRY				
Varsity Coach (Boys')	10.00%	10.50%	11.50%	12.50%
Varsity Coach (Girls')	10.00%	10.50%	11.50%	12.50%
Varsity Assistant (Boys'/Girls')	7.00%	7.35%	8.05%	8.75%
Middle School (Boys'/Girls')	9.00%	9.40%	10.20%	11.00%
Middle School Assistant	7.00%	7.35%	8.05%	8.75%

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE: EFFECTIVE – 2023-2027

ACTIVITY	Exp. 0-3 % of Base	Exp. 4-6 % of Base	Exp. 7-9 % of Base	Exp. 10+ % of Base
FACULTY MANAGER				
Middle School Athletic Director	12.00%			
Fall HS Faculty Manager	7.00%			
Winter HS Faculty Manager	7.00%			
Spring HS Faculty Manager	7.00%			
FLAG CORP/AUXILIARY UNIT	8.00% for Fall & 9.00% Winter			
FOOTBALL – Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistants	13.00%	13.65%	14.95%	16.25%
Reserve Coaches	13.00%	13.65%	14.95%	16.25%
9th Grade Head Coach	12.00%	12.60%	13.80%	15.00%
9th Grade Assistant	11.50%	12.08%	13.23%	14.38%
8th Grade Head Coach	10.00%	10.50%	11.50%	12.50%
8th Grade Assistant	9.50%	9.98%	10.93%	11.88%
Middle School Assistant	9.50%	9.98%	10.93%	11.88%
GOLF – Varsity Coach (Boys'/Girls')	10.00%	10.50%	11.50%	12.50%
Reserve Coach	6.00%	6.30%	6.90%	7.50%
GYMNASTICS – Varsity Coach	10.00%	10.50%	11.50%	12.50%
Varsity Assistant	7.00%	7.35%	8.05%	8.75%
INTRAMURALS – Elementary	2.00%			
Middle School	2.00%			
High School	4.00%			
LACROSSE (Boys') – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Reserve Coach (Boys')	7.00%	7.35%	8.05%	8.75%
Varsity Coach (Girls')	12.00%	12.60%	13.80%	15.00%
Reserve Coach (Girls')	7.00%	7.35%	8.05%	8.75%
SOFTBALL – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Varsity Assistant	9.00%	9.35%	10.05%	10.75%
Reserve Coach	9.00%	9.35%	10.05%	10.75%
SOCCER – Varsity Boys' Coach	12.00%	12.60%	13.80%	15.00%
Varsity Boys' Assistant	9.00%	9.40%	10.20%	11.00%
Reserve Boys' Coach	9.00%	9.40%	10.20%	11.00%
9th Grade Boys' Coach	8.00%	8.40%	9.20%	10.00%
Varsity Girls' Coach	12.00%	12.60%	13.80%	15.00%
Varsity Girls' Assistant	9.00%	9.40%	10.20%	11.00%
Reserve Girls' Coach	9.00%	9.40%	10.20%	11.00%
9th Grade Girls' Coach	8.00%	8.40%	9.20%	10.00%

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE: EFFECTIVE – 2023-2027

SWIMMING – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Varsity Assistant	6.00%	6.30%	6.90%	7.50%
Varsity Assistant	6.00%	6.30%	6.90%	7.50%
TENNIS – Varsity Boys' Coach	10.00%	10.50%	11.50%	12.50%
Reserve Boys' Coach	6.00%	6.30%	6.90%	7.50%
Varsity Girls' Coach	10.00%	10.50%	11.50%	12.50%
Reserve Girls' Coach	6.00%	6.30%	6.90%	7.50%
TRACK – Varsity Boys' Coach	12.00%	12.60%	13.80%	15.00%
Varsity Boys' Assistant	8.00%	8.40%	9.20%	10.00%
Assistant (Boys'/Girls')	8.00%	8.40%	9.20%	10.00%
Varsity Girls' Coach	12.00%	12.60%	13.80%	15.00%
Varsity Girls' Assistant	8.00%	8.40%	9.20%	10.00%
TRACK – Middle School				
Head Boys' Coach	8.00%	8.40%	9.20%	10.00%
Assistant Boys' Coach	7.00%	7.35%	8.05%	8.75%
Head Girls' Coach	8.00%	8.40%	9.20%	10.00%
Assistant Girls' Coach	7.00%	7.35%	8.05%	8.75%
VOLLEYBALL (Girls')				
Varsity Coach	12.00%	12.60%	13.80%	15.00%
Reserve Coach	8.00%	8.40%	9.20%	10.00%
9th Grade Coach	8.00%	8.40%	9.20%	10.00%
8th Grade Coach	8.00%	8.40%	9.20%	10.00%
8th Grade Assistant	7.00%	7.35%	8.05%	8.75%
WEIGHT ROOM SUPERVISOR – Per Season	5.00%	5.25%	5.75%	6.25%
WRESTLING				
Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistant	10.00%	10.50%	11.50%	12.50%
Reserve Coach	8.00%	8.40%	9.20%	10.00%
9th Grade Coach	8.00%	8.40%	9.20%	10.00%
8th Grade Coach	8.00%	8.40%	9.20%	10.00%
8th Grade Assistant	7.00%	7.35%	8.05%	8.75%

Teacher Performance Evaluation Rubric

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

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					understand each student's prior knowledge while supporting the student's development.
	Evidence				
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence				
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The

Teacher Performance Evaluation Rubric

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

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys	Element 6.4				instructional plan draws upon input from school professionals and outside resources.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communication with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or	The teacher gives students substantive, specific and	The teacher gives students substantive, specific and timely feedback to support individual

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
			limited and may not always support student learning.	timely feedback to support their learning.	student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence				
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence				
LESSON DELIVERY *(continued)*	**Student-centered learning** Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
		instructional strategies or resources.			make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	Classroom routines and procedures Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence				
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
			sense of well-being but does not address them effectively.	positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence				
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence				

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

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

Professional Growth Plan

#EachChildOurFuture

Professional Growth Plan

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

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

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

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

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

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

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

Comments:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Ohio Department of Education

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____ School year:

_____Building: _____Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students. In addition, it is recommended that teachers who have Ineffective ratings in any area of performance or who have an overall Ineffective performance rating have an Improvement Plan. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Ohio Teacher Evaluation | **Improvement Plan**

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: Date: _____

Evaluator's Signature: Date: _____

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

Ohio Teacher Evaluation | **Improvement Plan**

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Teacher's Signature: Date: _____
Evaluator's Signature: Date: _____
The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

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

Informal Observation: General Form

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

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

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Instruction is developmentally appropriate	☐ Lesson content is linked to previous and future learning
☐ Learning outcomes and goals are clearly communicated to students	☐ Classroom learning environment is safe and conducive to learning
☐ Varied instructional tools and strategies reflect student needs and learning objectives	☐ Teacher provides students with timely and responsive feedback
☐ Content presented is accurate and grade appropriate	☐ Instructional time is used effectively
☐ Teacher connects lesson to real-life applications	☐ Routines support learning goals and activities
Instruction and lesson activities are accessible and challenging for students	Multiple methods of assessment of student learning are utilized to guide instruction
Other:	Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

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

Ohio School Counselor Evaluation System	**Assessment of School Counselor Performance**

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

APPENDIX E-2

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

APPENDIX E-2

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.
Evidence				

APPENDIX E-2

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	he school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

Ohio School Counselor Evaluation System

Professional Growth Plan

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: Evaluator Name: ☐ Self-Directed ☐ Collaborative

Goal One

*Choose the **Standard(s)** aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.*

☐ Comprehensive School Counseling Program Plan
☐ Direct Services for Academic, Career, and Social/Emotional Development
☐ Indirect Services
☐ Evaluation and Data
☐ Leadership and Advocacy
☐ Professional Responsibility, Knowledge & Growth

Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Goal Two

*Choose the domain(s) aligned to the **Metric of Student Outcomes** goal.*

☐ Academic ☐ College/Career ☐ Social/Emotional

Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

Ohio School Counselor Evaluation System	Improvement Plan

Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name: Date of Improvement Plan Conference:
School Year: Building:

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for School Counselors*. Attach documentation.

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

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what each goal will measure.

Goal(s)	Level of Performance Specifically Describe Successful Improvement Target(s)	Starting Date	Ending Date

Ohio School Counselor Evaluation System	Improvement Plan

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date:

Evaluator's Signature: _____ Date:

Ohio School Counselor Evaluation System	Improvement Plan

Improvement Plan: Evaluation of Plan

School Counselor Name: Date of Evaluation:
School Year: Building:

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

☐ Improvement demonstrated and professional standards met a satisfactory level of performance.
☐ Continue with the Improvement Plan for a specified amount of time. Date:
☐ Recommend dismissal.

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

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

School Counselor's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

* The level of performance varies depending on school counselor's years of experience.

Ohio School Counselor Evaluation System	Informal Observations

Informal Observation: Open-Ended Form

School Counselor Name: **Activity Observed:** **Date:**

Evaluator Name: **Time Informal Observation Begins:** **Time Informal Observation Ends:**

Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature ☐ Photocopy to School Counselor

Ohio School Counselor Evaluation System	Final Summative Rating

Final Summative Rating of School Counselor Effectiveness

Once you determine a rating for each of the rubric areas, based on the available evidence from multiple interactions, look at the larger picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.

Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				
Area of reinforcement:		*Area of refinement:*		
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

WADSWORTH CITY SCHOOLS
SPEECH & LANGUAGE PATHOLOGIST (SLP) RUBRIC

DOMAIN A: PLANNING AND PREPARING FOR LEARNING

A.1: The SLP acquires and uses knowledge about individual students as learners in preparing lessons which consider the students' academic needs, cultural heritage, interests, and community.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Acquisition of Information About Individual Learners	• The SLP does not acquire knowledge of individual students as learners. -or- • The SLP does not acquire that knowledge from a variety of sources and in an on-going manner.	• The SLP acquires detailed information about individual students as learners from a variety of sources, and/or in an on-going manner.	• The SLP acquires extensive and detailed information about individual students as learners from a variety of sources and in an on-going manner.
Use of Acquired Information	• The SLP planning shows little or no awareness of students' academic needs and learning styles, interests, cultural heritage, and community backgrounds as demonstrated through the following: *Flexible grouping *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs, and cultural heritage *Instruction that addresses strengths and gaps in student	• The SLP clearly communicates how planning shows consideration for students' academic needs and learning styles, interests, cultural heritage, and community backgrounds as demonstrated through the following: *Flexible grouping *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs, and cultural heritage *Instruction that addresses	• The SLP clearly communicates how planning incorporates consideration for the students' academic needs and learning styles, interests, cultural heritage, and community backgrounds as demonstrated through the following: *Flexible grouping *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs, and cultural

	background knowledge and skills. • The SLP does not clearly communicate planning. • There is little evidence that the SLP uses achievement data or other assessment results to plan instruction.	strengths and gaps in student background knowledge and skills. • The SLP uses achievement data or other assessment results to plan lessons to meet individual/group instructional needs.	heritage *Instruction that addresses strengths and gaps in student background knowledge and skills. • The SLP analyzes and uses data or other assessment results to plan lessons to meet individual/group instructional needs.

A.2: The SLP demonstrates the ability to follow special education procedures, including the selection and administration of diagnostic instruments and procedures as identified by the Individuals with Disabilities Education Improvement Act (IDEIA) of 2004 and completes required paperwork to maintain compliance with federal and state laws and regulations.

Elements	**Ineffective (1)**	**Skilled (2)**	**Accomplished (3)**
Variety of Diagnostic Assessments	• The SLP is unable to select appropriate diagnostic instruments.	• The SLP selects and administers diagnostic instruments and procedures based on the student's developmental level, areas of concern, and SLP/Parent input. The SLP gathers information on how the student's developmental disorder affects educational performance from limited sources.	• The SLP selects and administers a variety of diagnostic instruments and procedures based on the student's developmental level, areas of concern, and SLP/Parent input. The SLP gathers information on how the student's developmental disorder affects educational performance from a variety of sources.
Special Education Procedures	• The SLP demonstrates a basic knowledge of the IDEIA. The appropriate referral process is not followed.	• The SLP demonstrates an adequate understanding of IDEIA by generally following appropriate procedures for referral, identification,	• The SLP demonstrates a thorough understanding of IDEIA by consistently following appropriate procedures for referral,

		placement, and exiting students from services.	identification, placement, and exiting students from services.
Documentation	• The documentation necessary to maintain compliance with special education law and procedures is not complete. • The SLP does not clearly communicate evidence.	• The documentation for initial placement, exit, and re-evaluation packets is usually complete and thorough. • The SLP clearly communicates an explanation of the evidence.	• The documentation for initial placement, exit, and re-evaluation packets is accurately completed and thorough. • The SLP clearly communicates an explanation of the evidence.
Recommendations	• The SLP is unable to interpret diagnostic results or make case management recommendations.	• The SLP demonstrates the ability to make appropriate case management after interpreting diagnostic results.	• The SLP demonstrates the ability to make appropriate case management recommendations after accurately interpreting diagnostic results for a variety of communication disorders.

A.3: The SLP uses a variety of assessments that align with standards and provides feedback to students about their progress towards IEP goals and objectives.

Elements	**Ineffective (1)**	**Skilled (2)**	**Accomplished (3)**
Alignment with Standards	• Assessments do not provide opportunities for students to demonstrate proficiency.	• Assessments aligned with IEP goals and objectives provide evidence that students at some developmental levels are given opportunities to meet the IEP goals and objectives.	• Assessments aligned with IEP goals and objectives provide evidence that students at all developmental levels are given multiple opportunities to meet the IEP goals and objectives.
Alignment and Variety	• The SLP uses assessments that are not aligned with IEP goals and objectives. • The SLP uses mainly summative	• The SLP uses assessments that align with IEP goals and objectives. -and-	• The SLP uses assessments that align with IEP goals and objectives. -and-

	assessments. -or- • Planning for assessment is not evident.	• The SLP uses informal/formal and formative/summative assessments.	• The SLP uses extensive and varied informal/formal and formative/summative assessments.

DOMAIN B: CREATING AN ENVIRONMENT FOR LEARNING

B.1: The SLP creates an inclusive and caring environment in which each individual is respected.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
SLP Interaction with Students	• SLP interactions with students are negative, demeaning, or inappropriate.	• SLP interactions with all students demonstrate respect. Interactions are inclusive and appropriate.	• SLP interactions with all students demonstrate a positive, caring rapport and mutual respect. Interactions are inclusive and appropriate.
Interactions Among Individuals	• SLP tolerates inappropriate and/or disrespectful interactions among individuals.	• SLP encourages respectful interactions among individuals and appropriately addresses any disrespectful interactions among individuals.	• SLP encourages and/or reinforces positive and respectful interactions among individuals -and/or- • Interactions are respectful.

B.2: The SLP establishes effective routines and procedures, maintains a safe and orderly environment, and manages transitions to maximize instructional time.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Routines/Procedures	• The SLP uses procedures for managing student groups, supplies, and equipment that result in considerable loss of instructional time. • The SLP maintains an	• The SLP establishes and uses effective routines and procedures for managing student groups, supplies, and/or equipment. • The SLP acts to maintain a	• The SLP establishes and uses effective routines and procedures that incorporate student responsibility for managing student groups, supplies, and/or equipment.

	environment where hazards exist.	safe environment.	• The SLP acts to maintain a safe environment.
Transitions	• The SLP does not establish procedures for most transitions. Considerable instructional time is lost.	• The SLP establishes and directs procedures for transitions. No instructional time is lost.	• The SLP establishes procedures for managing seamless transitions incorporating student responsibility. No instructional time is lost.

B.3: The SLP manages and monitors student behavior to maximize instructional time.

Elements	**Ineffective (1)**	**Skilled (2)**	**Accomplished (3)**
Monitoring of Student Behavior	• The SLP does not monitor student behavior and/or the SLP is unaware of student behaviors, which results in considerable loss of individual, group, and/or whole class time on task.	• The SLP monitors student behavior at all times which promotes individual, group, and/or whole class time on task.	• The SLP monitors student behavior in a manner that anticipates and prevents student misbehavior and that allows for student to monitor their own and/or their peers' behavior which results in no loss of time on task.
Response to Misbehavior	• The SLP does not respond to off-task or disruptive behavior. -or- • The SLP response to student misbehavior is inconsistent and/or has minimal results.	• The SLP response to misbehavior is appropriate, consistent, and the desired behavior is attained.	• The SLP response to misbehavior is appropriate, consistent, and sensitive to students' individual needs, and the desired behavior is attained. -or- • Student misbehavior is not evident.

DOMAIN C: TEACHING FOR LEARNING

C.1: The SLP communicates the objectives from the Individual Education Plan (IEP) and the directions and procedures for the daily activities to the student.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Communication of IEP Goals and Objectives	• The SLP does not communicate the IEP goals and objectives to the student.	• The SLP clearly and accurately communicates the IEP goals and objectives to each student.	• The SLP clearly and accurately communicates the IEP goals and objectives to each student along with a rationale for this learning.
Instructional Directions and Procedures	• The SLP does not communicate instructional directions or procedures. -or- • The SLP communicates instructional directions or procedures inaccurately.	• The SLP clearly and accurately communicates instructional directions and procedures for the activity.	• The SLP clearly and accurately communicates instructional directions and procedures for the activity. • The SLP anticipates possible student misunderstanding.
Monitoring and Adjusting	• The SLP is unable to develop a method of periodic monitoring.	• The SLP develops a program of periodic monitoring of student progress toward IEP goals and objectives. The SLP uses information to modify treatment plans, strategies, or materials to meet the needs of the student.	• The SLP develops a program of periodic monitoring of student progress toward IEP goals and objectives. The SLP uses information to modify treatment plans, strategies, or materials to meet the needs of the student. The SLP involves the student in the monitoring of progress.
Use of Information	• The SLP does not have the information to determine the present levels of performance on IEP progress reports.	• The SLP uses monitored information to report student's present levels of performance on IEP progress reports.	• The SLP uses monitored information to report student's present levels of performance on the IEP and IEP progress reports or in collaboration with other special education and general education staff.

C.2: The SLP demonstrates content knowledge of speech and language development and therapy techniques.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Knowledge of Speech/Language Development	• The SLP uses daily activities and objectives that may or may not be related to the hierarchy of speech/language development. Tasks are unrelated to student's needs or instructional level.	• The SLP chooses daily activities and objectives in the hierarchy of speech/language development which move the student towards fulfilling IEP goals and objectives. Tasks are assigned at or near the student's instructional level.	• The SLP chooses daily activities and objectives in the hierarchy of speech/language development which move the student towards fulfilling IEP goals and objectives. SLP manipulates tasks assigned so that students consistently work at instructional level.
Knowledge of Speech/Language Techniques and Service Delivery Models	• The SLP uses one model of therapy for treatment of speech/language disorders for all students. Services are delivered only in the Speech room.	• The SLP uses a variety of therapy models and techniques to meet individual student needs as specified in the IEP. Services are delivered in a variety of environments.	• The SLP uses a variety of therapy models and techniques to deliver appropriate services to meet individual student needs as specified in the IEP. Services are delivered in the environment most appropriate to student and IEP needs.

C.3: The SLP conducts the therapy session, addressing the specific areas of disability delineated in the IEP.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Conceptual Understanding	• The SLP conducts lessons that are not appropriate to the specific area of disability and are not relevant to the IEP.	• The SLP challenges students in a variety of adaptable activities that address the specific areas of disability and promotes mastery of IEP goals and	• The SLP consistently challenges students in a variety of creative, adaptable activities that address the specific areas of disability and

		objectives.	promotes mastery of IEP goals and objectives.
Monitoring and Adjustment	• The SLP presents the lesson as planned and makes no adjustments.	• The SLP periodically monitors the student's current skill level and consistently adapts activities and pacing to move the student to mastery.	• The SLP monitors the student's current skill level and consistently adapts activities and pacing to move the student to mastery.
Extension of Thinking	• The SLP creates situations that do not challenge students to think about the IEP goal and/or objective being taught.	• The SLP creates situations that challenge students to think independently, creatively, or critically about the IEP goal and/or objective being taught.	• The SLP creates situations that challenge students to think independently, creatively, or critically about the IEP goal and/or objective being taught to reflect their understanding and consider new possibilities.

C.4: The SLP provides opportunities that promote student responsibility, enhance interest in learning, and increase student engagement.

Elements	**Ineffective (1)**	**Skilled (2)**	**Accomplished (3)**
Student Engagement	• The SLP has difficulty engaging the students in selected activities.	• The SLP consistently engages the students in learning through the use of controlled choices, relevancy to speech/language progress, and the student's instructional level.	• The SLP consistently engages the students in learning through the use of controlled choices, relevancy to academic progress, and the student's instructional level.
Thought-Provoking Questions	• The SLP frequently asks questions that are inappropriate to the objectives of the lesson. • The SLP frequently does not ask follow-up questions. • The SLP does not provide appropriate wait time.	• The SLP asks thought-provoking questions that focus on the objectives of the lesson. • The SLP seeks clarification through additional questions. • The SLP provides appropriate wait time.	• The SLP routinely asks thought-provoking questions that focus on the objectives of the lesson. • The SLP seeks clarification and elaboration through additional questions.

			• The SLP provides appropriate wait time.

C.5: The SLP provides feedback to students about their performance during therapy sessions using a variety of methods.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Quality – Methods and Timelines	• The SLP provides insufficient and/or inaccurate feedback to students about their progress toward the learning objectives. -or- • Feedback is not provided in a timely manner	• The SLP provides accurate, specific, and timely feedback to students about their progress toward the learning objectives. • The SLP provides feedback using a variety of methods and facilitates student self-assessment.	• The SLP routinely provides substantive, accurate, specific, and timely feedback to students about their progress toward the learning objectives. • The SLP provides feedback using a variety of methods and facilitates student self-assessment.
Student Errors/ Misconceptions	• The SLP does not correct student content errors. • The SLP fails to address misconceptions.	• The SLP corrects student content errors to individuals, groups, and/or the whole class by offering explanations that clarify the process or concept. • The SLP addresses misconceptions as they arise.	• The SLP corrects student content errors to individuals, groups, and/or the whole class by offering explanations that clarify the process or concept and by facilitating opportunities for self-correction. • The SLP anticipates and addresses misconceptions.

C.6: The SLP reflects upon the session's effectiveness and uses that reflection in planning future instruction.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Session	• The SLP misjudges and/or makes	• The SLP makes an accurate	• The SLP makes a thoughtful

Effectiveness	an inaccurate assessment of the session's effectiveness or the extent to which the instructional goals of the session were met. -or- • The SLP does not address the session observed. -or- • The SLP did not submit the Evidence of Reflection form. • The SLP does not clearly communicate the explanation of the evidence.	assessment of the session's effectiveness and the extent to which it achieved its goals by citing examples from the session. • The SLP clearly communicates the explanation of the evidence.	and accurate assessment of the session's effectiveness and the extent to which it achieved its goals, citing specific examples from the session's strengths and/or weaknesses related to the session's objectives. • The SLP clearly communicates the explanation of the evidence.
Student Engagement	• The SLP makes inaccurate assessment of the level of student engagement. -or- • The SLP did not submit the Evidence of Reflection form. • The SLP does not clearly communicate the explanation of the evidence,	• The SLP makes an accurate assessment of the level of student engagement, listing positive and negative examples of student actions. • The SLP clearly communicates the explanation of the evidence.	• The SLP makes a thoughtful and accurate assessment of the level of student engagement, addressing specific examples of positive and/or negative student actions. • The SLP clearly communicates the explanation of the evidence.
Future Planning	• The SLP does not explain why changes may or may not be necessary. • The SLP gives up and/or blames the students or the environment for the students' lack of success. -or- • The SLP does not address the session observed. -or-	• The SLP offers appropriate explanations for why the assessment choices, SLP's contributions to meetings, or future instruction would not be changed. -and/or- • The SLP offers appropriate explanations and specific suggestions for why the	• The SLP offers insightful explanations for why the assessment choices, SLP's contributions to meetings, or future instruction would not be changed. -and/or- • The SLP offers insightful explanations and constructive suggestions for why the

	• The SLP did not submit the Evidence of Reflection form. • The SLP does not clearly communicate the explanation of the evidence.	assessment choices, SLP's contributions to meetings, or future instruction would be changed. • The SLP clearly communicates the explanation of the evidence.	assessment choices, SLP's contributions to meetings, or future instruction would be changed. • The SLP clearly communicates the explanation of the evidence.

DOMAIN D: PROFESSIONALISM

D.1: The SLP will provide constructive information on student performance to teachers and other professionals and will collaborate with these individuals regarding case management of the student, including the IEP team.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Collaboration with Teachers and Other Professionals	• The SLP does not collaborate with other professionals. • The SLP does not clearly communicate the evidence.	• The SLP demonstrates collaboration by sharing results of assessments with other professionals. The SLP seeks information on student performance from the teacher. • The SLP clearly communicates an explanation of the evidence.	• The SLP demonstrates effective professional collaboration by sharing results of on-going assessments of student's performance. The SLP seeks information on student performance from the teacher. The SLP keeps documentation of teacher collaboration and/or meetings. • The SLP clearly communicates an explanation of the evidence.
Collaboration with IEP Team	• Another school designee must convene the team, the SLP gives minimal cooperation with needed paperwork, and speech terms	• The SLP convenes the team when the IEP is due. All forms are at hand but may not be completed, and language	• The SLP convenes the team when the IEP review is due. All forms are ready, with language clear to all team

	the language requiring translation for the team members to understand. • The SLP does not clearly communicate the evidence.	includes speech terms with are unclear to some team members. • The SLP clearly communicates an explanation of the evidence.	members. • The SLP clearly communicates an explanation of the evidence.
Needs of the Student dominate	• The present level of performance is given as a generic statement; the needs of the student are defined by the SLP's program. • The SLP does not clearly communicate the evidence.	• The present level of performance is stated with general agreement of the team; the needs of the student are developed in consideration of communication development. • The SLP clearly communicates an explanation of the evidence.	• The present level of performance is stated with supporting evidence is provided; the needs of the student are developed in consideration of communication needs for classroom performance. • The SLP clearly communicates an explanation of the evidence.

D.2: The SLP informs the family about the progress of their child towards IEP goals and completes progress reports as designated in the IEP.

Elements	**Ineffective (1)**	**Skilled (2)**	**Accomplished (3)**
Communication with Parents	• The SLP does not provide progress information to the families.	• The SLP demonstrates clear and effective communication with the student's parents/family by providing progress information to families of program students as designated in the IEP. The SLP seeks information on student performance from the parent.	• The SLP demonstrates clear and effective communication with the student's parents/family by providing progress information and sharing the results of on-going assessment to families of program students as designated in the IEP. The SLP actively seeks information on student performance from the parent.

			The SLP encourages the parent's involvement in the therapeutic process. The SLP provides relevant information on speech/language disorders.

D.3: The SLP establishes and maintains professional relationships with peers and team members and functions as a member of a Response to Intervention Team (when included as a team member by the school), participates in staff, school, and district initiatives.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Professional Relationships	• The SLP does not respond to the needs of staff members and/or attends RTI meetings when invited. • The SLP does not clearly communicate the evidence.	• The SLP demonstrates the establishment of professional relationships by actively participating in the RTI Team and supporting the team developing and implementing decisions. • The SLP clearly communicates an explanation of the evidence.	• The SLP demonstrates the establishment of professional relationships by actively participating in the RTI Team and supporting the team developing and implementing decisions. The SLP responds to the needs and concerns of school staff members as it relates to students not directly serviced by an IEP. • The SLP clearly communicates an explanation of the evidence.

D.4: The SLP improves professional knowledge and therapeutic skills by participating in professional development activities and applies what is learned.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Professional Knowledge and	• The SLP does not participate in school/district professional	• The SLP participates in required school/district	• The SLP participates in required school/district

Therapeutic Skills	development activities.	professional development activities and in additional designed to improve professional knowledge and therapeutic skills.	professional development activities and demonstrates a consistent pattern of professional growth by participating in multiple and varied professional development activities designed to improve professional knowledge and therapeutic skills.
Application	• There is no evidence that the SLP implements knowledge gained through professional development. • The SLP does not clearly communicate the evidence.	• The SLP consistently implements and describes therapeutic applications of knowledge gained though required professional development. • The SLP clearly communicates an explanation of the evidence.	• The SLP consistently implements and describes therapeutic applications of knowledge gained though required and SLP-selected professional development. • The SLP clearly communicates an explanation of the evidence.

WADSWORTH CITY SCHOOL DISTRICT
SPEECH & LANGUAGE PATHOLOGIST (SLP) OBSERVATION FORM

SLP:_____ **Evaluator:**_____
Situation Observed:_____ **Building:**_____
Observation Dates:_____ **Length of Observation: from to __**

Ratings are based on the Wadsworth City Schools *SLP Rubric*.
A rating of "1" requires a narrative comment to explain why the rating was given.
(1)) Ineffective **(2) Skilled** **(3) Accomplished**

		A. PLANNING AND PREPARING FOR LEARNING
	A.1	The SLP acquires and uses knowledge about individual students as learners in preparing lessons, which consider the students' academic needs, cultural heritage, interests and community.
	A.2	The SLP demonstrates the ability to follow special education procedures, including the selection and administration of diagnostic instruments and procedures as defined by the Individuals with Disabilities Education Improvement Act (IDEIA) of 2004 and completes required paperwork to maintain compliance with federal and state laws and regulations.
	A.3	The SLP uses a variety of assessments that align with standards and provides feedback to students about their progress toward the IEP goals and objectives.

COMMENTS: *[insert text, expand as needed]*
Rating for Domain A:_____

		B. CREATING AN ENVIRONMENT FOR LEARNING
	B.1	The SLP creates an inclusive and caring environment in which each individual is respected and valued.
	B.2	The SLP establishes effective routines and procedures, maintains a safe and orderly environment and manages transitions to maximize instructional time.
	B.3	The SLP manages and monitors student behavior to maximize instructional time.

COMMENTS: *[insert text, expand as needed]*
Rating for Domain B: _____

		C. TEACHING FOR LEARNING
	C.1	The SLP communicates the objectives from the Individual Education Plan (IEP) and the directions and procedures for the daily activities to the students.
	C.2	The SLP demonstrates content knowledge of speech and language development and therapy techniques.
	C.3	The SLP conducts the therapy session, addressing the specific areas of disability delineated in the IEP.
	C.4	The SLP provides opportunities that promote student responsibility, enhance interest in learning, and increase student engagement.
	C.5	The SLP provides feedback to students about their performance during therapy sessions using a variety of methods.
	C.6	The SLP reflects upon the session's effectiveness and uses that reflection in planning future instruction.
		Rating _____

COMMENTS: *[insert text, expand as needed]*
Rating for Domain C: _____

		D. PROFESSIONALISM
	D.1	The SLP will provide constructive information on student performance to teacher and other professionals and will collaborate with these individuals regarding case management of the student, including the IEP team.
	D.2	The SLP informs the family about the progress of their child toward IEP goals and completes progress reports designated in the IEP.
	D.3	The SLP establishes and maintains professional relationships with peers and team members and functions as a member of a Response to Intervention Team (when included as a team member by the school). The SLP participates in staff, district and school initiatives.
	D.4	The SLP improves professional knowledge and therapeutic skills by participating in professional development activities and applies what is learned.

COMMENTS: *[insert text, expand as needed]*
Rating for Domain D:_____

Additional Comments:

Rating: _____

Evaluator Signature _____ Date _____

SLP Signature _____ Date _____

Distribution: SLP
Evaluator
File

APPENDIX E-3

WADSWORTH CITY SCHOOL DISTRICT
SPEECH & LANGUAGE PATHOLOGIST (SLP) FINAL SUMMATIVE RATING FORM

Areas of reinforcement/ refinement:			
Final Summative (Overall) Rating	**INEFFECTIVE**	**SKILLED**	**ACCOMPLISHED**

☐ *Check here if Improvement Plan has been recommended.*

Teacher Signature_____Date _____

Evaluator Signature_____Date _____

The signatures above indicate that the SLP and evaluator have discussed the Summative Rating.

Note: The SLP may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the WEA Agreement Section 11.14.

Appendix E-4

Wadsworth City Schools Evaluation Instrument
School Psychologists & Tech Integration Specialists

Rating Key: Accomplished (4)
Skilled (3)
Developing (2)
Ineffective (1)

EMPLOYEE _____ EVALUATOR _____

DEPT. _____ POSITION _____ DATE _____

Performance Traits	***Rating (Numerical Score)***	***Numerical Score*** *(from previous column)*	***Comments***
1. PROFESSIONAL EXPERTISE Knowledge of job, qualifications			
2. TEAMWORK: Teamwork, works well with others, cooperates with colleagues			
3. PROFESSIONAL CHARACTER: Appearance, courtesy, attitude, public relations, communication			
4. PERSONAL JOB ACCOMPLISHMENTS/INITIATIVE: Motivation, reliability, dependability, interest in work			
5. LEADERSHIP: Sets example, provides direction, has vision			

Appendix E-4

Wadsworth City Schools Evaluation Instrument
School Psychologists & Tech Integration Specialists

Rating Key: Accomplished (4)
Skilled (3)
Developing (2)
Ineffective (1)

6. QUALITY OF WORK: Accuracy, neatness, thoroughness, standard of work			
7. QUANTITY OF WORK: Volume, amount, speed, turn-around time, projects			
8. PROFESSIONAL GROWTH: Activities, programs, initiatives			
9. ATTENDANCE: Punctual, absenteeism			
	RATING TOTAL		**OVERALL RATING:** Accomplished 32-36 Skilled 23-31 Developing 14-22 Ineffective 9-13
GENERAL COMMENTS:			

Employee's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL DONATION FORM

If you would like to donate a sick day, please complete the form below and forward it to the Wadsworth Education Association (WEA) President or your building representative by October 1st. The donation is irrevocable.

Thank you for caring for the needs of a fellow teacher.

SICK LEAVE POOL DONATION FORM

I,_____, wish to donate
(Please print your name)

one day of sick leave to the Wadsworth City Schools Sick Leave Pool.

_____ _____

Signature Date

_____

Building

This form should be sent directly to the WEA President. Day(s) will be placed in a pool to be used on an as-needed basis as determined by the Superintendent/designee and the WEA President. Days are used for life-threatening illness or catastrophic injury only.

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL DONATION FORM FOR USE WHEN THE SICK LEAVE POOL BALANCE FALLS BELOW $35,000.00

If you would like to donate to the sick leave pool, please complete the form below and forward it to the Wadsworth Education Association (WEA) President or your building representative by _____. The donation is irrevocable.

Thank you for caring for the needs of a fellow teacher.

SICK LEAVE POOL DONATION FORM

I,_____, wish to donate
(Please print your name)

one day of sick leave to the Wadsworth City Schools Sick Leave Pool.

_____ _____
Signature Date

_____
Building

This form should be sent directly to the WEA President. Day(s) will be placed in a pool to be used on an as-needed basis as determined by the Superintendent/designee and the WEA President. Days are used for life-threatening illness or catastrophic injury only.

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL APPLICATION FORM

If you would like to use sick days, please complete the form below forward it to the Wadsworth Education Association (WEA) President.

SICK LEAVE POOL APPLICATION FORM

I,_____, wish to use_____**days**
(Please print your name) *(Print number)*

of sick leave from the Wadsworth City Schools' Sick Leave Pool.

_____ _____
Signature Date

_____
Building

Attach your doctor's certificate to this form.

(Leave is for life-threatening illness or catastrophic injury.)

***Please note that** a maximum of thirty (30) days can be applied for at one (1) time.

APPENDIX F-4

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL APPROVAL FORM

_____ has requested _____ days of sick
(Name of Teacher) (No. of Days)

leave from the Sick Leave Pool. As _____ has met
(Name of Teacher)

each of the criteria set forth in Section 7.01(F)(4) of the Agreement, the request is approved.

_____ Date: _____
(Signature of WEA President)

Verification of Eligibility for Processing:

_____ Date: _____
(Signature of Superintendent)

APPENDIX G

WADSWORTH CITY SCHOOLS

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____ (Employee) and have determined that he/she is able to resume all the essential job functions of his/her position and so is eligible to return to work in the Wadsworth City School District.

The following limits exist or accommodations are necessary to resume his/her essential job functions

_____
Health Care Provider (Please print or type)

_____
Signature

_____ _____
Telephone Number Date

Return this form to:

Treasurer
Wadsworth Board of Education
524 Broad Street
Wadsworth, OH 44281
Phone: 330-335-1303
Fax: 330-336-6811

WADSWORTH CITY SCHOOL DISTRICT

NOTIFICATION OF PERSONAL AND UNPAID LEAVE USAGE

Teacher's Printed Name: _____

Type of Leave Requested: ☐ Personal ☐ Unpaid (continuing contract employees only)

Date of Form Submission _____
Month Day Year

Date(s) of Personal/Unpaid Leave Use _____
Month Day Year

TIME PERIOD REQUESTED: FROM: _____ TO: _____

HOURS REQUESTED: All Day _____ Other _____

Hours/Days Used Previously: Personal _____ Unpaid _____

This Notification of Personal/Unpaid Leave Use Form shall be provided to the bargaining unit member's immediate supervisor at least five (5) days in advance of the anticipated absence. If circumstances make advance notice impossible, the bargaining unit member shall notify the immediate supervisor of his/her intent to use personal/unpaid leave as soon as practicable.

Personal Leave and Unpaid Leave are subject to the restrictions in Sections 7.02D.1-3 of the WEA Master Agreement.

I understand that abuse of Personal Leave will result in discipline up to and including termination.

_____
Teacher's Signature Date

_____ ☐ ☐
Principal's Acknowledgment Date Approved Requires Superintendent's Approval

_____
Superintendent's Date
Approval of Leave Request During Restricted Time Period

Office: please copy to BLUE paper ☐ Sub Requested

☐ Leave entered into AESOP

WADSWORTH CITY SCHOOL DISTRICT
EMPLOYEE REPORT OF INJURY

(To be completed for work-related accidents or incidents of physical of or verbal assault*)

Part I: Injured Employee's Statement

I,_____, certify that on_____, 20___, at_____(a.m./p.m.),
I sustained the following injury: _____

_____

Date of Occurrence_____Place of Occurrence: _____

Circumstances leading up to the occurrence: _____

_____

In the case of a physical or verbal assault, describe the person(s) inflicting the assault: _____

_____

Have you had any previous work-related accidents? ☐ Yes ☐ No If yes, when? _____

Name(s) of witnesses to the incident: _

To whom did you report the incident? ___

Date and time reported: _____

Hospital and/or doctor rendering treatment: _____

In the case of a physical or verbal assault, date the police report was filed: _____
(Please attach a copy of the police report.)

Date of This Report: _____ _____
Signature of Employee

FORWARD TO PRINCIPAL OR SUPERVISOR

PART II: PRINCIPAL OR SUPERVISOR'S STATEMENT

Injury was reported on_____, 20___. Medical treatment (was / was not) required

(*circle one)*.

Employee was sent to: _____
(State name and address of doctor and/or hospital)

_____

Did employee require time off? ☐ Yes ☐ No
Dates of absence:_____ Date returned to work: _____

Principal or Supervisor signature

FORWARD TO ASSISTANT SUPERINTENDENT'S OFFICE

---

* A verbal assault is defined as a threat of physical injury that is direct, specific, and plausible.

WADSWORTH EDUCATION ASSOCIATION

APPLICATION FOR JOB-SHARING POSITION

If you would like to job-share, please complete the form below and forward it to the Superintendent's office.*

JOB-SHARING APPLICATION FORM

I,_____, wish to apply for
(Please print your name)

a job-sharing assignment for the school year beginning in _____
_____
_____. I will job-share with
_____
_____
_____
(Please print your partner's name)

_____
Signature of Applicant

_____
Date

_____
Building

***Not later than March 1 of the prior school year, each participating member must individually complete and submit this Job Sharing Application Form and a Job Sharing Plan in accordance with Section 13.01 A.3.

APPENDIX K

WADSWORTH CITY SCHOOLS

LEAVE VERIFICATION / REQUEST FORM

Print Name _____ Building _____

I hereby request approval for leave as specified below *(check appropriate box)*:

- ☐ **Association** *(3 days advance notice)* (Section 4.02)
- ☐ **Sick** (Section 7.01)
- ☐ **Paid Adoption** (Section 7.03)
- ☐ **Jury Duty** (Section 7.04)
- ☐ **Summons/Subpoena** (Section 7.05)
- ☐ **Assault** *(also attach completed Employee Report of Injury Form)* (Section 7.06)
- ☐ **Unpaid Child Care** (Section 7.09)
- ☐ **Military** (Section 7.13)

Dates / Times:

From: _____ To: _____

Total Hours *(¼ hour increments):* _____

I certify that my use of leave is in compliance with Article VII of the Agreement and that any misuse of leave will result in discipline up to and including termination.

Signature _____ Date _____

Signature of Building Principal _____ Approval (as applicable) Yes _____ Date No _____ Date

Superintendent _____ Approval (as applicable) Yes _____ Date No _____ Date

OFFICE USE ONLY

Date Request Received _____

Substitute Obtained _____ ☐ Yes ☐ No Date _____ Copy Treasurer's Office

APPENDIX L

Wadsworth City Schools – Base Plan
Blue Access® (PPO)
Effective 07/01/2017

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$250/$500	$1,000/$1,600
Out-of-Pocket Limit (Single/Family)	$1,250/$2,500	$3,400/$6,800
Physician Home and Office Services (PCP/SCP) **Primary Care Physician (PCP)/** **Specialty Care Physician (SCP)** Including Office Surgeries and allergy serum: • allergy injections (PCP and SCP) • allergy testing • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	$20/$20 20% 20% 20%	30% 30% 30% 30%
Preventive Care Services • Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.	No cost share	30%
Emergency and Urgent Care **Emergency Room Services** • **facility/other covered services** (copayment waived if admitted) **Urgent Care Center Services** • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products • Allergy injections • Allergy testing	 $100 $25 20% 20% 20%	 $100 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	30%
Blue 8.0 500 Series		

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

APPENDIX L

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: o 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) o 180 days for skilled nursing facility	20%	30%
Outpatient Surgery Hospital/Alternative Care Facility o Surgery and administration of general anesthesia	20%	30%
Other Outpatient Services including but not limited to: o Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. o Home Care Services 30 visits (excludes IV Therapy) (Network/Non-Network combined) o Durable Medical Equipment, Orthotics and Prosthetics o Physical Medicine Therapy Day Rehabilitation programs o Hospice Care o Ambulance Services	20% 20% 20%	30% 20% 20%
Outpatient Therapy Services (Combined Network & Non-Network limits) o Physician Home and Office Visits (PCP/SCP) o Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: o Cardiac Rehabilitation Unlimited o Pulmonary Rehabilitation Unlimited o Physical Therapy: 60 visits o Occupational Therapy: 60 visits o Manipulation Therapy: 12 visits o Speech therapy: 20 visits o Teledoc (Live Health Online)	 $20/$20 20%	 30% 30%
Accidental Dental: Unlimited per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: **Mental Illness and Substance Abuse[2]** o Inpatient Facility Services o Physician Home and Office Visits (PCP/SCP) o Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 20% $20 20%	 30% 20% 20%
Human Organ and Tissue Transplants[3] o Acquisition and transplant procedures, harvest and storage.	20%	30%

APPENDIX L

Covered Benefits	Network	Non-Network
Prescription Drugs **Network Tier structure equals 1/2/3**		
• **Network Retail Pharmacies:** (30-day supply)	$10 generic/$20 preferred brand/$30 Non-preferred generic & brand	50%, min $30[5]
• **Home Delivery Service:** (90-day supply)	$25 generic/$50 preferred brand/$70 Non-preferred generic & brand	Not covered
Member may be responsible for additional cost when not selecting the available generic drug.	Rx OOP Max: $6,525 Single/$13,050 Family	
Medicare Rx - Wrap		

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services). Prescription drug cost shares have a separate out-of-pocket maximum.
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies, except diabetic test strips, have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year
- Vision limited services – additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage.
- Plan to exclude for elective abortions.

[2] We encourage you to review the Schedule of Benefits for limitations.
[3] Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
[5] Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

APPENDIX L

Precertification:
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date 4/26/2017

DELTA DENTAL®

Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 1151-5000, 5091
Wadsworth City Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio
Benefit Year – January 1 through December 31
Covered Services –

	PPO Dentist	Premier Dentist	Non-participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Emergency Palliative Treatment – to temporarily relieve pain	80%	80%	80%
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Major Services			
Major Restorative Services – crowns	70%	70%	70%
Relines and Repairs – to bridges, implants, and dentures	70%	70%	70%
Prosthodontic Services – bridges, implants, and dentures	70%	70%	70%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Periodontal maintenance procedures are not a Covered Service for people under age 16.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Space maintainers are payable once per area per lifetime for people up to age 16.
- Bitewing X-rays are payable twice per calendar year for people under age 19 and once per calendar year for people age 19 and older. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. Vertical bitewing X-rays are payable once in any three-year period.

➢Four periapical and two occlusal X-rays are payable per calendar year.

➢Sealants are payable twice per tooth per lifetime for the occlusal surface of first and second permanent molars up to age 16. The surface must be free from decay and restorations.
➢Crowns, inlays and onlays are Covered Services for people age 16 and older once in any five-year period. Recementation of crowns, inlays and onlays are payable once per lifetime for people age 16 and older. Prefabricated crowns are Covered Services on primary teeth.
➢ Composite resin (white) restorations are Covered Services on posterior teeth.
➢Porcelain and resin facings on crowns are optional treatment on posterior teeth.
➢Root canal treatment is payable once per tooth per lifetime. Retreatment of a previous root canal is payable once per tooth per lifetime.
➢Certain oral surgery procedures including vestibuloplasty, frenulectomy, frenuloplasty, oroantral fistula closure, primary closure of sinus perforation and biopsy of hard tissue are Covered Services.
➢Full and partial dentures are payable once in any five-year period. Tissue conditioning is payable twice in any 12- month period. Chairside reline and rebase of dentures are payable once in any calendar year. Lab reline and rebase of dentures are payable once in a three-year period. Adjustments of dentures are payable once in any calendar year.
➢Recement of bridges is payable once per lifetime. Repair of bridges is payable once in any five-year period.
➢Implants and implant related services are payable once per tooth in any five-year period.
➢Emergency palliative treatment is a Covered Service twice in any calendar year. Consultations (by other than the treating dentist) are Covered Services once in any calendar year. Occlusal guards and occlusal adjustments are not Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – $3,000 per person total per Benefit Year on all services except orthodontics. $1,500 per person total per lifetime on orthodontic services.

Deductible – $25 Deductible per person total per Benefit Year limited to a maximum Deductible of $50 per family per Benefit Year. The Deductible does not apply to oral exams, preventive services, consultations, office visit for observation, X-rays, brush biopsy, sealants, and orthodontic services.

Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the Deductible for that benefit year will also be applied to the Deductible for the following Benefit Year.
The Deductible met under the previous carrier for the period January 1, 2014 through June 30, 2014 will be applied to the 2014 calendar year Deductible with Delta Dental. It is the Subscriber's responsibility to provide Delta Dental with adequate documentation of the Deductible met under the previous carrier.

Waiting Period – Employees who are eligible for dental benefits are covered as identified in your contract with the school district.

Eligible People – All eligible contracted employees of the school district who elect the dental plan. The Contractor and Subscriber share the cost of this plan.

Also eligible at your option are your legal spouse and your dependent unmarried children to the end of the month in which they turn 26 if eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application and as a dependent on your spouse's application. Your dependent children may be enrolled on both applications as well. Delta Dental will coordinate benefits.

Benefits will cease on the last day of the month in which the employee is terminated.

WADSWORTH CITY SCHOOLS

SUPPLEMENTAL CONTRACT
REQUEST FOR FINAL PAYMENT

Print Name: _____

Contracted Duty: _____

Date Submitted: _____

I certify that the duties have been performed, equipment stored, inventories completed, and all necessary reports are completed to the satisfaction of the building principal or Athletic Director.

Employee Signature: _____

SS No. or Emp. ID: _____

Principal's Signature: _____

Athletic Director's Signature: _____
(IF APPLICABLE)

Payroll Dept. Only

Date Received: _____

Date Paid: _____

APPENDIX N

WEA Flex Time Form

9.02 B of the *Negotiated Agreement* states the following:

"*By mutual agreement between the bargaining unit member and the appropriate Administrator, and reflected on the flex time form located on the intranet, the beginning and ending of the workday may be adjusted as long as:*

1. *There is no change in the length of the teacher's workday;*

2. *The new times do not conflict with the established student day except as provided in B4. below.*

3. *The teacher continues to make himself/herself available as needed during the normal workday for parent conferences and necessary hearings and meetings.*

4. *The high school administration may approve a flexible schedule at the request of a high school teacher that falls outside of the established student day (e.g., 0 to 7th period or 2nd to 9th period) where the flexible schedule meets the needs of the high school course offerings.*

5. *On Fridays, days of evening conferences, and days preceding holidays, a bargaining unit member will be excused fifteen (15) minutes after the last dismissal of the students in the grade level at which he/she is assigned. (When possible based on the current school day schedule and for those not already on a flex schedule.)"*

Based upon the language above, the flex time schedule agreed to is as follows:

Start Time:_____ End Time:_____

Frequency:_____

_____ _____
Printed Name (Bargaining Unit Member) Signature (Bargaining Unit Member)

_____
Date

_____ _____
Printed Name (Administrator) Signature (Administrator)

_____
Date

Copy to Assistant Superintendent

Consensus Statements

A consensus statement is a mutual agreement by the parties to faithfully execute an agreement, that while is not part of the ratified language is deemed to be essential to both parties and to their commitment moving forward.

Consensus Statement: Technology – Communication with Students and Families/Social Media

During the negotiations process of 2017 the parties discussed the following:

Individuals today are deeply engaged in electronic forms of communication for their daily interactions with friends, family and their larger social networks. As educators, we too have turned to email, websites, blogs, text messaging, and use of social media websites such as Twitter, Facebook, and others to communicate with similar groups. Whereas these forms of communications are dynamic, mobile, and quickly reach their audience through technologies that have become an integral part of our online lives, they may, in many circumstances*, not meet the public and professional standards for communicating with students.*

The guidelines outlined in this Consensus Statement are designed to:

1. **Protect the students, staff, and the District;**

2. **Raise awareness of acceptable ways to use electronic communication tools when communicating with students and families; and**

3. **Raise awareness of the positive and negative outcomes that may result in using these tools with students.**

With these things in mind, the following guidelines have been established:

Electronic communication with students and families should always be **T**ransparent, **A**ccessible and **P**rofessional as defined below:

1. **The communication is transparent.** – ALL electronic communication between staff and students and families should be transparent. As a public-school district, we are expected to maintain openness, visibility and accountability with regards to all communications.

2. **The communication is accessible.** - ALL electronic communication between staff and students and families should be considered matter of public record, part of the District archives, and/or may be accessible by others, including law enforcement authorities, ***even if the communication takes place on a personal device***.

3. **The communication is professional.** – **ALL** electronic communication from staff to student should be written as a professional representing Wadsworth City Schools. This includes word choices, tone, grammar and subject matter that model the standards and integrity of our school district. Staff members should always choose words that are courteous, conscientious, and generally businesslike in manner.

If your communication meets all three of the criteria above, then it is likely that the methods of communicating with students that you are choosing are appropriate and acceptable.

ACCEPTABLE COMMUNICATIONS METHODS

Progress Book - Teachers will be able to communicate directly with students and parents regarding information related to real-time grades, attendance, comments, assignments, and much more right from their grade books.

District Email - Use of District email is always a very appropriate way to communicate directly with students and parents for school-related information. District email provides the staff member with a record of the communication. For this reason, only the district-provided email system should be used.

School Websites - The use of these District-provided tools is strongly encouraged. Their accessibility is ubiquitous and their content is highly transparent.

MOODLE, GOOGLE CLASSROOM, (or similar websites) - With Moodle, Google Classrooms and other similar websites, teachers can provide some of the same types of communication that commercial social media websites provide while also providing access to your curriculum beyond your classroom walls. These sites allow for effective online learning by supporting online discussions, secure chat rooms, online delivery of assessments, and the sharing of documents, images and other media, all in a secure, password protected environment housed entirely on District equipment. All of the content is backed up and directly accessible. Unlike Facebook, such websites meet all three of the TAP criteria detailed above.

LESS ACCEPTABLE COMMUNICATION METHODS

Text Messaging - Nearly every student has a cell phone today and use of text messaging is rising sharply. This form of communication is typically between individuals and highly personal. If a teacher/coach/sponsor plans to use texting for immediate and urgent contact with students/team members, they must be *transparent* about such use. He/she must make parents aware at the beginning of the school year or season that he/she may use texting to communicate with students. If the teacher/coach/sponsor is using his/her personal cell phone, parents will have the opportunity to opt their child/children out of receiving text messages from the teacher/coach/sponsor.

Staff members should be aware that text messaging between a staff member and an individual student can easily be misinterpreted by a student, parent, district personnel, or the police. Since texting is such a quick and convenient way of communication, a simple message may lead to an extended texting conversation that can get "off topic".
When texting a Wadsworth student/s while the bargaining unit member is performing job related duties as an employee of the District an app, such as Remind, should be used so that the staff members personal cell-phone number doesn't appear. Such apps also allow for appropriate safe guards to be set up for the texting conversations that must occur (hours permitted, ability for the recipient to respond to, or initiate, a conversation, etc.).

The Board will explore the purchase of mobile phones, to be used on field trips by teachers.

UNACCEPTABLE COMMUNICATIONS METHODS

Non-District Email Accounts – Bargaining unit members/Coaches should never use personal email accounts to communicate with students about school matters.

Online Games and Related Activities – While many people enjoy a variety of gaming systems (Wii, Xbox, etc.) and recreational websites that allow them to compete with others through the Internet, it is recommended that no staff member will knowingly engage in online games or related activities with students who the bargaining unit member only has contact as a result of his/her employment with the District.

USING SOCIAL MEDIA SITES (FACEBOOK, TWITTER, INSTAGRAM, ETC.)

Staff members who are presently using Social Media sites to communicate with friends, family and their personal networks, should ensure that their privacy settings are set to "Only Friends." If the "Friends of Friends" or "Networks and Friends" settings are used, staff members open their content to a much larger group of people, including students and parents.

Teachers should use common sense and good judgment when interacting/communicating with Wadsworth students on social media sites. The wall between the role of a public educator and personal friendships with students should always be visible and strongly communicated.

Wadsworth City School District Board of Education Policies, Administrative Guidelines and the Licensure Code of Professional Conduct for Ohio Educators

Staff members are reminded that there are a number of Wadsworth City School District Board of Education policies and administrative guidelines that address appropriate communication with parents and students. In addition, staff members are reminded that the Ohio Department of Education's *Licensure Code of Professional Conduct for Ohio Educators* contains guidance on appropriate communications and relationships with students.

Consensus Statement: College Credit Plus

During the negotiations process of 2017, the parties discussed the following regarding the CCP program:

1. Every effort will be made to ensure that no bargaining unit position shall be eliminated or reduced, and no bargaining unit member shall be displaced due to the District's requirement to participate in the CCP program.

2. The District will adhere to the Ohio Revised Code, Ohio Administrative Code, Ohio Department of Education and/or Ohio Department of Higher Education guidelines regarding College Credit Plus requirements; however, the terms of this Contract shall prevail regarding bargaining unit member rights and responsibilities when participating in the program. If changes are required due to a change in Ohio Revised Code, the parties will meet to bargain the effects of the changes in law.

Consensus Statement on Special Education Workload

It is the intention of the District to utilize a workload calculation for special education service providers in determining each provider's caseload, as long as this is required by Ohio Administrative Code.

Consensus Statement on Pre-Employment Drug Testing

The concept of pre-employment drug testing for bargaining unit positions was discussed during collective bargaining in February and March of 2017. Both the Wadsworth Education Association and the Wadsworth Educational Support Personnel Association have stated that the issue does not need to be collectively bargained because the individual/s under consideration for drug testing are not current members of either bargaining unit. It is understood the Wadsworth City School District Board of Education may decide to move forward with pre-employment drug testing for bargaining unit positions under the understanding contained within this consensus statement.

It is recognized that applicants for any bargaining unit position/s may be subject to drug testing after they are offered a job, but before their employment has commenced, with the Board of Education.

If the initial drug screening shows a confirmed positive result for which there is no current physician's prescription, a second confirming drug test will be required by the Board.

If a second confirmed positive result is returned, any job offer, even if employment with the Board has begun, will be revoked by the Board of Education.

This pre-employment drug testing in no way impacts bargaining unit members of either bargaining unit employed prior to July 1, 2017.

This consensus statement does not apply to current or future transportation employees in relation to state and/or federal requirements for drug and alcohol testing of CDL license holders, as detailed in Wadsworth City School District Board of Education Policy 4162, Drug and Alcohol Testing of CDL License Holders.

Consensus Statement on Half-Day Kindergarten

This is null and void as a matter based on half-day kindergarten not being offered. The language is preserved should the Board return to half-day kindergarten.

9.01B1a

Kindergarten teachers who teach two (2) one-half day sessions on request will have an additional one (1) full day for conferences during regular work hours, with a substitute provided.

Consensus Statement on Preservation of Fair Share Fee Language

This is null and void as a matter of law based on Supreme Court decision in *Janus v. AFSCME, Council 31.585 U.S.* (2018) and will not be implemented, but is preserved should the law change in future years.

AGENCY FEE

A. Right to Fair Share Fee

1. Payroll Deduction of Fair Share Fee

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

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Board Treasurer on or about January 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. Payroll deduction of such annual Fair Share Fees shall begin at the first payroll period of February, except that no Fair Share Fee deductions shall be made for bargaining unit members employed after January 1.

b. Upon termination of membership during the membership year, the Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

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

5. Procedure for Rebate

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

6. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employer

a. If an employee files an action to contest payment of the service fee, the Board shall pay the money into an escrow account pending resolution of the suit.

b. The Association on behalf of its and the OEA and NEA agrees to indemnify the Board, including each of its members, officers, employees and agents in both their individual and official capacities, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

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

(2) The Association shall reserve the right to designate counsel to represent and defend the employer;

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

(4) The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to Court order) or misapplies such Fair Share Fee provision herein.

(5) In event the Board elects to choose its own counsel, the Association shall have no obligation to reimburse the Board for attorney's fees. However, the Association shall still be obligated to reimburse the Board for any judgment against it if a Court finds that the collection of the service fee or the rebate procedure or application of it was unlawful.

5.04B4

When applicable, the Fair Share Fee shall be deducted in lieu of dues, as provided in Section 4.07A.1, whether or not the bargaining unit member has submitted a written authorization.

Consensus Statement on Co-Teaching

It is the intention that the district administrator(s) will:

- Notify a member of a co-teaching assignment as soon as possible;
- Meet with the co-teaching partners to discuss what type of professional development is needed by the team;
- Provide professional development to co-teaching partners as soon as possible. The co-teaching partners will attend the professional development together; and
- Provide ongoing support and resources, as needed.

Consensus Statement on Assault Leave

It is the intention that if the Board and the Association see an increase in the use of Assault Leave, as defined in Article 7.06, and as compared to the amount of assault leave used prior to July 1, 2023, that either party may request a meeting to discuss if the current *Negotiated Agreement* language is sufficient or if changes need to be made, in particular in the area of verbal assault and/or emotional trauma.

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 28th day of March 2024, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, Appendix D of the Agreement details the Supplemental Salary Schedule.

NOW, THEREFORE, the Board and the Association agree as follows:

1. A new supplemental position, Carpentry General Contractor Coordinator, will be added to the *Negotiated Agreement*. The position will be paid six percent (6.00%) of the base. The job description for the said position is attached.

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

Robert E Earle
Rob Earle, WEA Co-President

Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: 24-04-47

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 7th day of May 2024, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, Article V addresses Salaries and Reimbursements; and

WHEREAS, 5.01(D)(1) states the following about Advancement on the Salary Schedule:

"*Bargaining unit members shall advance vertically on the salary schedule for each year of service.*"

NOW, THEREFORE, the Board and the Association agree as follows:

1. 5.01(D) of the Agreement will be revised as follows:

   "*Bargaining unit members shall advance vertically on the salary schedule for each year of service. For the purposes of this section only (5.01(D)), "year of service" is defined as fulfilling the work calendar assigned to the employee for the school year. A member whose position is scheduled to work less than one hundred twenty (120) days in a work year will receive a year of service toward advancement vertically on the salary schedule."*

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

Robert E Earle

Rob Earle, WEA Co-President

Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: 24-05-62

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 7th day of May 2024, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, Appendix I of the Agreement is the Notification of Personal and Unpaid Leave Usage Form.

NOW, THEREFORE, the Board and the Association agree as follows:

1. In an effort to help identify the building an elementary encore teacher will be at on the day personal and/or unpaid leave is requested, the form will be modified to list all elementary schools so the teacher can select the correct school(s). The revised form is attached.

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

Robert E Earle
Rob Earle, WEA Co-President

Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: 24-05-62

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 7th day of May 2024, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, Article X of the Agreement details the Student/Teacher Assignment; and

WHEREAS, 10.03 B. states the following about the Supervisory Teacher List:

"Supervisory Teacher List

1. All bargaining unit members shall be eligible for a student/teacher if they meet the following requirements:

a. Three (3) years of teaching service.
b. One (1) year at their present teaching position.

2. All teachers who meet the above requirements shall automatically be on the Supervisory Teacher's List unless they inform the Superintendent, in writing, by September 1 of each year that they do not wish to be on the list."

NOW, THEREFORE, the Board and the Association agree as follows:

1. The language in 10.03 B. will be revised as follows:

   "Requirements to be a Supervisory Teacher

   All bargaining unit members shall be eligible for a student/teacher if they meet the requirements in the Agreement between the student teacher's College or University and the Wadsworth City School District Board of Education."

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

Robert E Earle

Rob Earle, WEA Co-President

Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: 24-05-62

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the
Wadsworth Education Association

This Memorandum of Understanding is entered into this 24th day of September 2024, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, 5.01D., Advancement on the Salary Schedule, states the following:

" 1. Bargaining unit members shall advance vertically on the salary schedule for each year of service;

2. Hours for the MA+15 and MA+30 columns must be taken after receipt of the MA;

3. Hours for the MA+15 and MA+30 columns, other than graduate hours, must be directly related to the bargaining unit member's current or expected teaching assignment or new certificate. No current member's placement shall be reduced as a result of this Paragraph 3. The member should obtain the Superintendent's prior approval for undergraduate course work subject to this Section.

4. CEU/PDU credit approved by the LPDC will be equivalent to a semester hour of college credit on a 3:1 ratio. Accumulation of such can begin after a Master's Degree is earned.

5. Bargaining unit members who complete coursework that will move them on the salary schedule must complete the coursework prior to the first teacher workday and submit an official transcript to the Superintendent's office no later than September 30 to effect change of placement for the first semester. To effect a change in salary placement for the second semester, members must complete coursework and submit an official transcript by February 1."

NOW, THEREFORE, the Board and the Association agree as follows:

1. Section 5.01D will be written as follows:

"1. Bargaining unit members shall advance vertically on the salary schedule for each year of service;

2. Hours for the MA+15 and MA+30 columns must be taken after receipt of the MA;

3. Hours for the MA+15 and MA+30 columns, other than graduate hours, must be directly related to the bargaining unit member's current or expected teaching assignment or new certificate. No current member's placement shall be reduced as a result of this Paragraph 3. The member should obtain the Superintendent's prior approval for undergraduate coursework subject to this Section.

4. CEU/PDU credit approved by the LPDC will be equivalent to a semester hour of college credit on a 3:1 ratio. Accumulation of such can begin after a Master's Degree is earned.

5. Bargaining unit members who complete graduate hours, undergraduate coursework, or CEU/PDU credit approved by the LPDC, per the conditions listed for each above, that will move them on the salary schedule must complete the said items prior to the first teacher workday and submit an official transcript and/or LPDC verification to the Superintendent's office no later than September 30 to effect the change of placement for the first semester.

To effect a change in salary placement for the second semester, members must complete graduate hours, undergraduate coursework, and/or receive CEU/PDU credit approved by the LPDC and submit an official transcript and/or LPDC verification to the Superintendent's office no later than February 1.

2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

Robert E Earle

Rob Earle, WEA Co-President

Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: 24-10-117

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 7th day of November 2025, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, Appendix D details the Supplemental Salary Schedule.

NOW, THEREFORE, the Board and the Association agree as follows:

1. Recognizing the need for some new employees to be assigned a mentor, the "Resident Educator Mentor (2-yr. Program)" supplemental, found in Appendix D, will be renamed "Mentor" and the payment will remain two thousand dollars ($2000.00) for a school year. The said change will allow new employees who are not part of the Resident Educator program to be assigned a mentor, if it is determined that a mentor is necessary.

2. The updated Mentor job description (see attachment) will be recommended to the Board of Education for approval at their November 17, 2025 meeting.

3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

Robert E Earle

Rob Earle, WEA Co-President

Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: 25-11-160

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth City School District Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 16th day of February 2026, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, 9.03C Meetings Outside the Workday details the following in relation to evening meetings;

"*Classroom teachers will not be required to attend more than two (2) evening meetings per school year in addition to evening parent conferences. One of the meetings will include a parent orientation night for PreK-6 teachers, which will not be scheduled prior to the work year. The parent and student orientation for grades K-4 will occur in the evening on the second teacher workday of the new contract year. The orientation will involve parents and students and combine the events formerly known as parent orientation and sneak a peek. Secondary teachers (7-12) shall be required to attend open house as one of the two evening meetings. Part-time classroom teachers who opt to work beyond their contracted hours will be compensated at curriculum rate for time worked over their normal hours. The part-time classroom teacher must submit a timesheet to his/her principal for any hours worked beyond their scheduled day in order to be compensated.*

1. *School Counselors will not be required to attend more than five (5) evening meetings per school year.*

2. *Tutors required to work evening meetings will be paid their hourly rate. The tutor must submit a timesheet to his/her principal for all hours worked.*"

NOW, THEREFORE, the Board and the Association agree as follows:

1. For the 2026-2027 school year, and excluding Grizzly Academy, the parent and student orientation for kindergarten will occur on Tuesday, August 25, 2026, which is the seventh teacher workday of the new contract year. This flexibility is agreed to in order to allow for KRA testing and to provide additional time to determine which teacher each kindergarten student is assigned to. The kindergarten teacher schedule will be as follows:

    - Monday, August 17: Per the terms of the *Negotiated Agreement*;
    - Tuesday, August 18: Per the terms of the *Negotiated Agreement*;
    - Wednesday, August 19: Per the terms of the *Negotiated Agreement*;
    - Thursday, August 20: Assistance with students starting first grade and KRA testing;
    - Friday, August 21: KRA testing;
    - Monday, August 24: KRA testing; and
    - Tuesday, August 25: Open house in the evening.

2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.

3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

Robert E. Earle

Rob Earle, WEA Co-President

Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: 26-03-45

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 20th day of February 2026, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

NOW, THEREFORE, the Board and the Association agree as follows:

1. For purposes of salary schedule placement, a bargaining unit member who has previously been employed by the Board and has taken service retirement under an applicable state retirement system (known hereunder as a previously retired employee or "PRE") will be placed in the appropriate column based upon their education (e.g. BA, BA 150) at zero (0) years experience. The PRE shall remain at the initial placement step for the remainder of his or her employment with the Board. The PRE must have retired from all of his/her positions to be eligible for this provision.

2. PRE's shall be awarded one-year contracts of employment that shall automatically expire at the end of each school year without the requirement for any performance evaluation and without any requirement of notice (written or otherwise) of non-renewal.

3. PRE's may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.

4. For purposes of layoff, PRE's shall not accrue seniority and shall have no right of recall in any position.

5. PRE's shall not carry over any accumulated and unused sick leave from prior employment within the Wadsworth City School District.

6. Once employed as a PRE, a member shall have no further eligibility for any retirement incentive, severance pay, or sick leave buyout pay upon their final separation from employment as a PRE.

7. PRE's shall not be eligible to participate in the Board's insurance program offered to Association members under Article VII, Group Insurance, unless they are ineligible to participate in the applicable state retirement system's health plan. If, however, a PRE is eligible for coverage under a health plan provided by his/her spouse's employer or retirement plan (either with or without premium contributions), he/she shall remain ineligible under the District plan. PRE's who are ineligible for District coverage under this section are not permitted to participate in the District plan at their own expense.

8. Prior employment by the Board shall be no guarantee of post-retirement employment or a particular assignment if rehired. Re-employment of previously retired employees is solely at the discretion of the Board and shall be done on a case-by-case basis. The decision of the Board to hire or not hire any particular employee as a PRE shall not be subject to the grievance or arbitration provisions of this Agreement. PRE's are not given any consideration in the filling of vacancies.

9. Except as otherwise modified or limited by the provisions of this memorandum of understanding (either expressly or implied), PRE's shall have the same rights and responsibilities as other bargaining unit members.

10. All employment of PRE's shall be subject to, and conditioned upon, compliance with the procedures set forth in law for the re-employment of retired persons in the same position.

11. The parties intend for the provisions of this section to supersede, to the maximum extent permitted by law, all sections of the Ohio Revised Code that may be in conflict with this section. These include, but are not limited to, ORC Sections 9.90, 9.901, 124.39, 3317.12, 3319.081, 3319.083, 3319.141, and 3319.172.

12. This Memorandum of Understanding shall be in effect through August 16, 2027 and shall not be utilized in any manner to establish a precedent or practice in any future school year.

13. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

Robert E. Earle

Rob Earle, WEA Co-President

Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: 26-03-45

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 20th day of February 2026, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, 9.02 D., Preparation Time, states the following:

"*1. A bargaining unit member will, in addition to his/her lunch period, have daily preparation time during which he/she will not be assigned any other duties (except as provided in Section 5.04, herein) or be required to attend any meetings. This planning time shall be during the student day, inclusive of travel time to escort students, and shall be as follows:*

a. Elementary – Two hundred eighty-five (285) minutes per five-day workweek. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each elementary member. Any additional daily planning segments shall be no less than fifteen (15) consecutive minutes.

b. Intermediate – There will be two-hundred eighty-five (285) minutes per five-day work week. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each member. Minutes per work week, minutes per day and minutes per minimum planning segment may be altered due to a modified schedule.

c. Middle School – One (1) regular class period.

d. Senior High School – One (1) regular class period."

NOW, THEREFORE, the Board and the Association agree as follows:

1. In regard to the Grizzly Academy, the hours in a school day for students in the Academy are reduced when compared to the hours in a school day for students in our traditional schools. As a result, there is a need to allow for more flexible scheduling of teacher schedules because the teacher workday will remain at seven (7) paid hours and a thirty (30) minute unpaid lunch.

2. As the team of educators at the Grizzly Academy continue to work through how to best set the student and teacher schedule for the 2026-2027 school year, preparation time may occur outside of the student day but within the teacher workday, provided all other provisions of 9.02 D., as written above and found in the *Negotiated Agreement*, are followed.

3. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year beyond the 2026-2027 school year.

4. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

Patti Back, WEA Co-President

Robert E. Earle

Rob Earle, WEA Co-President

For the Wadsworth City School District Board of Education

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: 26-03-45

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 25th day of February 2026, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, Appendix D of the Agreement details the Supplemental Salary Schedule.

NOW, THEREFORE, the Board and the Association agree as follows:

1. For the 2025-2026 and 2026-2027 seasons of Esports, the high school head coaches will be paid a supplemental contract of eight percent (8.0%) of the base teacher salary and the middle school head coaches will be paid a supplemental contract of seven percent (7.0%) of the base teacher salary. Due to the unique structure of the Esports season, there will be two (2) supplemental contracts issued at each level for each school year, with the amount of time spent during the school year split equally between each supplemental contract holder at each level unless the same person is given both contracts at a given level. The number of supplemental contracts issued per school year at each level is consistent with the number of supplemental contracts issued under the first MOU on this topic during the 2024-2025 school year.

2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice beyond the 2026-2027 school year.

3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

Robert E. Earle

Rob Earle, WEA Co-President

Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: 26-03-45

Memorandum of Understanding

High Deductible Health Plan (HDHP) Offering

Between the Wadsworth Board of Education and the Wadsworth Education Association

The Wadsworth Board of Education and the Wadsworth Education Association mutually agree to offer a voluntary High Deductible Health Plan (HDHP), in accordance with minimal IRS deductibles, to bargaining unit members under the following:

1. Effective Date

- Effective **January 1, 2027**, the Board shall offer a High Deductible Health Plan (HDHP) in addition to the traditional PPO plan currently available to members.

2. Open Enrollment

- A second open enrollment period shall be offered in the **Fall of 2026** to allow members the opportunity to elect coverage under the HDHP effective January 1, 2027.

3. Premium Structure

- The total monthly premium for the HDHP shall be approximately **16% less** than the traditional PPO plan.
- The employee share of the monthly HDHP premium shall be **7%** (employer share 93%).
- (For reference, the current negotiated employee premium share for the PPO plan is **11%**.)

4. Health Savings Account (HSA) A.

Establishment of HSA:

- Members who elect coverage under the HDHP shall be enrolled in a Health Savings Account (HSA).
- HSA funds shall roll over from year to year and remain the property of the employee (even after termination of employment with the Wadsworth City Schools).

B. Employee Contributions:

- Participating members may make voluntary pre-tax contributions to their HSA, subject to IRS limits.

C. Employer Contributions:

- In the first year (CY 2027), the Board will make a contribution of $300/single or $600/ family to the employees' HSA.
- Section 6.02 of the negotiated agreement shall be amended to include an employer HSA contribution (in lieu of contributions to a Health Reimbursement Account (HRA)) for members participating in the HDHP.
- The Board shall contribute **annually** to the HSA as follows: ○ **$50 (single) / $100 (family)** per screening for participation in the biometric screening as outlined in Section 6.02.
    - Maximum annual employer contribution:

	CY 2027	Subsequent Years
Single	**$500**	**$200**
Family	**$1,000**	**$400**

5. Summary of Benefits

- A plan comparison document is attached.
- The “3400 HDHP” column summarizes the benefits provided under the HDHP option.

Plan Comparison

Medical & Pharmacy Benefits *Plan Name* *Plan Type*	**Current Plan** *Plan A* *PPO*	**Comparison Plan** *3400 HDHP* *PPO*
HSA/HRA Employer Contribution		
Annual Contribution	Variable	Variable
In-Network		
Annual Deductible	$250 / $500	$3,400 / $6,800
Individual Deductible in Family Tier	Embedded	Embedded
Coinsurance (member pays)	20%	0%
Out-of-Pocket Maximum	$1,250 / $2,500	$3,400 / $6,800
Individual Out-of-Pocket in Family Tier	Embedded	Embedded
PCP Office Visit	$20 copay	0% after deductible
Specialist Office Visit	$20 copay	0% after deductible
Urgent Care	$25 copay	0% after deductible
Emergency Room	$100 copay	0% after deductible
Hospital Inpatient	20% after deductible	0% after deductible
Outpatient Surgery	20% after deductible	0% after deductible
Out-of-Network		
Annual Deductible	$1,000 / $1,600	$6,800 / $13,600
Coinsurance (member pays)	30%	40%
Out-of-Pocket Maximum	$3,400 / $6,800	Unlimited
Prescription Drug		
Annual Deductible	None	Integrated with Medical Ded.
Out-of-Pocket Maximum (OOP)	$7,950 / $15,900	Integrated with Medical OOP
Retail		
Generic Formulary / Tier 1	$10 copay	0% after deductible
Brand Formulary / Tier 2	$20 copay	0% after deductible
Non-Formulary Brand / Tier 3	$30 copay	0% after deductible
Mail Order	2.5x	Same as Retail