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MASTER AGREEMENT

between the

WAPAKONETA CITY SCHOOL DISTRICT BOARD OF EDUCATION

and the

WAPAKONETA EDUCATION ASSOCIATION

Effective
July 1, 2026 through June 30, 2029

TABLE OF CONTENTS

Article			Page
1		NEGOTIATIONS PROCEDURE	1-6
	1.01	Recognition	1-2
	1.02	Length of Recognition	2
	1.03	Association Rights	2-3
	1.04	Commitment to Bargain/Scope of Negotiations	3
	1.05	Access to Information	4
	1.06	Bargaining Period	4
	1.07	Composition of Bargaining Teams	4
	1.08	Initial Bargaining Session/Subsequent Bargaining Session	4-5
	1.09	Agreement	5
	1.10	Final Agreement	5
	1.11	Disagreement	5-6
2		DEFINITIONS	6
3		FACULTY COMPLAINTS	7
4		GRIEVANCE PROCEDURE	7-12
	4.01	Purpose	7
	4.02	Definitions	7-8
	4.03	Time Limits	8
	4.04	Communications	8
	4.05	Rights of Grievant and Association	8-10
	4.06	Informal Level	10
	4.07	Level 1	10
	4.08	Level 2	11
	4.09	Level 3	11
	4.10	Level 4	11-12
5		EMPLOYMENT PRACTICES	12-21
	5.01	Assignment	12
	5.02	Transfer and Reassignment	12-13
	5.03	Involuntary Transfer/Reassignment	13-14
	5.04	Vacancy Posting & Selection Procedure	14-16
	5.05	Evaluation	16-20
	5.06	Nonrenewal	20-21

Article		Page
6	PROFESSIONAL PERSONNEL FILES	21-22
7	REDUCTION IN FORCE	23-25
8	ELIGIBILITY FOR CONTINUING CONTRACT	25
9	PAYROLL PROCEDURES	26
10	LEAVES OF ABSENCE	26-35
	10.01 Sick Leave	26-30
	10.02 Personal Leave	30-31
	10.03 Professional Leave	31-32
	10.04 Court Leave	32-33
	10.05 Assault Leave	33
	10.06 Unpaid Leave of Absence	34-35
	10.07 Dock Days/Deduct Days	35
11	SALARIES AND REIMBURSEMENTS	35-40
	11.01 Regular Teaching Salaries	35-37
	11.02 Supplemental Salary Schedule	37-38
	11.03 Conference Period Pay – Emergency Period Substitution	38
	11.04 Tutor Compensation	38
	11.05 Mileage Reimbursement for Professional Travel	38
	11.06 Continuing Education Assistance	39-40
	11.07 College Credit Plus	40
	11.08 National Board Certification	40
12	SEVERANCE PAY	40-41
13	INSURANCE	41-44
	13.01 Hospitalization/Major Medical Insurance	41-42
	13.02 Section 125 Plan	42
	13.03 In Lieu Payment	42
	13.04 Insurance Committee	42
	13.05 Dental Insurance	42
	13.06 Vision Coverage	43
	13.07 Life Insurance	43
	13.08 Spousal Enrollment	43-44

Article		Page
14	RETIREMENT PROVISIONS	44-46
	14.01 STRS Board Pickup	44-45
	14.02 Buy-Back of Qualifying STRS Credit	45
	14.03 Retirement Incentive	45-46
15	TEACHING CONDITIONS	46-55
	15.01 Calamity Days/School Delay	46
	15.02 Non-Teaching Duties	46
	15.03 Job Sharing	46-47
	15.04 Professional Development – Inservice	48
	15.05 Substitution	48
	15.06 Emergency Period Substitutes	49
	15.07 Curriculum Review	49
	15.08 Department and/or Classroom Budgets	49-50
	15.09 Teaching Load	50-51
	15.10 Conference Time	51
	15.11 Lunch Period for Teachers	51
	15.12 Class Size	51-52
	15.13 School Calendar	52
	15.14 Work Year and Work Day	52-53
	15.15 Policy Handbook	54
	15.16 Employee Mentor Teacher	54
	15.17 Inclusion	54-55
16	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	55-56
17	HIRING OF RETIRED TEACHERS	56
18	MANAGEMENT RIGHTS	56-57
19	CONTRARY TO LAW	57
20	NON-DISCRIMINATION IN EMPLOYMENT	57
21	SALARY SCHEDULE	58-60
22	SUPPLEMENTAL SALARY SCHEDULE	61-64
23	ACADEMIC FREEDOM	64
24	SEQUENCE OF CONTRACTS	64
25	WORKING CONDITIONS	64

Article		Page
26	THIRD GRADE READING GUARANTEE	65
27	OHIO TEACHER EVALUATION SYSTEM (OTES) EVALUATION	65-71
28	AGREEMENT	71-72
	28.01 Interim Bargaining	71
	28.02 Waiver of Negotiations	72
	28.03 Entire Agreement	72
	28.04 Duration	72
APPENDIX A		
	Teacher Observation/Evaluation Procedures	73-76
APPENDIX B		
	Collaborative Teacher Evaluation Procedure	77-86
	INDEX	87-89

ARTICLE 1 – NEGOTIATIONS P`ROCEDURE

1.01 **Recognition:**

1.01.1 The Wapakoneta City Board of Education hereby recognizes the Wapakoneta Education Association (WEA) and its affiliates NEA/OEA/WOEA as the sole and exclusive bargaining representative for all teaching staff employed by the Wapakoneta City School District.

1.01.2 Exclusive recognition means that the school board will not deal with any other organization, or any individual, in a manner or for a purpose inconsistent with the terms of this agreement. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this agreement, which shall be deemed incorporated by reference in such individual contracts.

1.01.3 For the purpose of this recognition, the "teaching staff" shall be defined as all certificated teaching personnel employed or on leave by the Board, including pre-school teachers, except:

a. the Superintendent, Assistant Superintendents, principals, assistant principals;

b. employees holding employment for which a teaching certificate is not required;

c. substitute teachers, except for those who have worked for 60 school days or more in one specific position. After such sixty days of service in one specific position, the substitute teacher shall be paid in accordance with the salary schedule(s) set forth in this Agreement and shall be entitled to all the economic fringe benefits of this Agreement. However, substitute teachers shall not be covered by the job security and employment rights articles of this Agreement unless the substitute teacher is entitled to regular contract status under state law.

1.01.4 Bargaining unit employees shall be referred to in this Agreement as "certificated employees." The Board in its sole discretion may determine or redetermine whether to employ a certificated employee(s) on a supplemental contract(s) for athletic directors' duties or to assign such duties to an administrator(s) outside the bargaining unit.

1.01.5 For the purpose of this contract, administrator shall be defined as an employee with the authority to direct and evaluate the work and performance of other employees and has the authority to hire, assign, discipline, nonrenew or terminate the employment of those employees under his/her jurisdiction or to effectively recommend such action. To be

excluded hereunder, an employee must spend no less than one-half time as an administrator.

1.02 **Length of Recognition:**

1.02.1 Teachers have the right to join, or refrain from joining, any organization for their professional or economic improvement and for the advancement of public education.

1.02.2 No reprisal of any kind shall be taken against any participant in negotiations with the administration or the Board by reason of such participation or against any bargaining unit member in the lawful exercising of his/her rights under the law or this contract.

1.03 **Association Rights:** Exclusive recognition shall entitle the WEA to the following organizational rights:

1.03.1 Use of existing bulletin boards for WEA information, provided that such material is signed by authorized representatives of WEA;

1.03.2 Right of WEA president/co-presidents to make brief announcements at faculty meetings;

1.03.3 Use of the school public address system for WEA announcements in accordance with administrative procedures;

1.03.4 Use of faculty mailboxes and email for distribution of WEA material, provided that such material is signed by authorized representatives of WEA;

1.03.5 President/Co-Presidents of the WEA, upon request, to be supplied with minutes of all regular Board meetings at no cost to the WEA; and the monthly financial statement of the receipts and expenditures of the school district;

1.03.6 President/Co-Presidents of the WEA will be supplied with an agenda and given notice of all regular and special Board meetings at the same time they are made available to the Board;

1.03.7 On 24 hours' notice, the WEA shall have the right to hold organizational meetings in the school building in accordance with Board policy governing all other school activities. The WEA shall pay the cost of extra clean-up or set-up expenses, if any;

1.03.8 The administration will make available to all professional staff members a directory listing the names, addresses, listed phone numbers and job assignments on record of all employees of the Board.

1.03.9 The administration will provide a copy of this contract to all WEA Building Representatives and each building principal.

1.03.10 The Association may purchase supplies and materials from the Board's supplies at the price paid by the Board.

1.03.11 Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract.

1.03.12 The Association shall have the right to participate in the initial planning and orientation meeting for new professional staff members.

1.03.13 The Board shall authorize up to a maximum of an aggregate of thirteen (13) teacher days of absence without loss of pay per year (September 1 through August 31) to official delegate(s) elected to represent the Association or chosen to serve on programs or in official representative capacity at Association meetings, conferences, or conventions. Such leave may not be used for meetings, conferences or conventions of any other teacher organizations. To be valid, a request for use of this leave must be submitted by the President/Co-Presidents of the Association to the Superintendent or his designee 48 hours in advance. Such leave shall not be deducted from any other leave for which the individual may be eligible.

1.03.14 A total of five (5) unused Association Days shall be rolled over to the next school year upon notification to District Treasurer. All rolled over days must be used by June 30 of the next school year. Any unused rolled over days not used by the end of the next school year will be lost if not used by June 30.

1.04 **Commitment to Bargain/Scope of Negotiations:**

1.04.1 The Wapakoneta City Board of Education shall enter into negotiations with the WEA for the purpose of achieving a signed master agreement covering wages (including fringe benefits), hours, and terms and conditions of employment.

1.04.2 Both parties agree to conduct negotiations in "Good Faith." "Good Faith" requires that the Association and the board be willing to react to each other's proposals with the intent of reaching agreement. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counterproposals or reject proposals and to provide reasons to their proposals and counterproposals, but nothing herein shall require either party to agree or to make concessions. "Good Faith" does not mean that either negotiations team is given authority to make final commitment for the board or Association.

1.05 **Access to Information:**

1.05.1 Upon written request, each party shall provide the other within two weeks, information and data which is relevant to subjects of bargaining. However, personal notes and/or rationale developed to support proposals shall not be divulged as part of a proposal or as otherwise may be released by the respective parties.

1.05.2 The charge to either party shall not exceed the actual copying machine cost per page.

1.06 **Bargaining Period:**

If either party desires to terminate, modify or negotiate a successor agreement, that party must serve written notice of such desire to terminate, modify or negotiate on the other party (upon the President/Co-Presidents of the Association or president of the Board, as the case may be) not earlier than 120 days nor later than sixty (60) days before the expiration of the current agreement. Representatives of the parties shall schedule the first bargaining session within fourteen (14) calendar days of the receipt of the request to negotiate.

1.07 **Composition of Bargaining Teams:**

1.07.1 The WEA shall, without restriction, select those individuals who shall compose the WEA bargaining team, the total not to exceed five (5).

1.07.2 The Wapakoneta City Board of Education shall, without restriction, select those individuals who shall compose the Board's bargaining team, the total not to exceed five (5).

1.08 **Initial Bargaining Session/Subsequent Bargaining Session:**

1.08.1 The first item of business at each and every bargaining session shall be the establishment of a mutually agreeable time, date and place of the next session between said teams.

1.08.2 The second item of business at the first bargaining session shall be the exchange of initial proposals.

1.08.3 No new items shall be added during the bargaining period unless mutually agreed to by the WEA and the Wapakoneta City Board of Education bargaining teams.

1.08.4 All negotiations shall be concluded in executive sessions exclusively between said representatives unless the parties mutually agree to waive this provision.

1.08.5 Upon request of either party, the bargaining session shall be recessed to permit the requesting party to caucus for a period of time not to exceed thirty (30) minutes unless extended by mutual agreement.

1.08.6 Each party separately may select a recording secretary to be present to take summary notes of the meetings. Such notes shall be unofficial and only for the information of that party's negotiations committee. The presence of a secretary shall not constitute one of the members of the party's bargaining team.

1.09 **Agreement:**

1.09.1 As tentative agreement is reached on each item during the bargaining period, the agreement shall be reduced to writing and initialed by each team.

1.09.2 If agreement is reached on matters being bargained, the tentative agreements reached between the bargaining teams shall be reduced to writing and submitted to the Association for its consideration. If ratified, such written agreement shall be submitted to the Board of Education for its consideration. The Board of Education shall take action at a regular or special meeting of the Board of Education which shall be not more than fourteen (14) days from the date of the receipt of the ratified agreement from the Association.

1.10 **Final Agreement:**

Upon approval by both the WEA and the Wapakoneta Board of Education, two copies of the total agreement shall be signed by the President of the Wapakoneta City Board of Education and the President/Co-Presidents of the WEA. Both parties shall retain a signed copy of the final agreement which shall be binding upon both parties. The final draft of the Negotiated Agreement shall be e-mailed to each bargaining unit member. Bargaining unit members who desire a hard copy of the Agreement shall have the right to print the hard copy on District printers.

1.11 **Disagreement:**

1.11.1 Responsibilities – The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

1.11.2 Assistance of a Mediator – If agreement is not reached within thirty (30) days of the first bargaining session, or at any other period of time established by mutual agreement between the parties, the parties will request a mediator be appointed by the Federal Mediation and Conciliation Service. Both parties hereby agree to meet at the direction of the mediator and to give, upon request, such information as the mediator deems necessary.

1.11.3 If agreement is not reached prior to the expiration of the contract, either party or the parties jointly shall petition, in writing, the American Arbitration Association to provide a list of seven (7) names. If there are no names acceptable on this list to one of the two parties, that party may request a second list. The parties shall alternately strike a name until one remains, and that person shall serve as the impartial third party. The party striking first shall be determined by lot. Costs which may be incurred in securing and utilizing AAA shall be shared equally by the Board and the Association.

1.11.4 The arbitrator shall have the authority to schedule and conduct meetings for the purpose of hearing testimony and gathering facts relative to the impasse. Upon completion of such hearings, the arbitrator shall submit written findings of facts, reasoning, and recommendations for resolution of the impasse and shall cause the same to be reported to the parties within fifteen (15) days. The findings and recommendations of the arbitrator shall be advisory to the parties. The Wapakoneta City Board of Education and the W.E.A. shall act upon such report within seven (7) calendar days.

ARTICLE 2 – DEFINITIONS

The following definitions apply to this Agreement unless expressly provided otherwise:

2.01 The "Association" means the Wapakoneta Education Association, its affiliated organizations (National Education Association ["NEA"], Western Ohio Education Association ["WOEA"], and Ohio Education Association ["OEA"], and persons acting on behalf of the Association or any affiliated organization.

2.02 The "Board" means the Wapakoneta City School District Board of Education and its administrators and others authorized to act on its behalf.

2.03 "Days" means calendar days.

2.04 "District" means the Wapakoneta City School District.

2.05 "Teacher" means an employee of the Board in the bargaining unit described in this Agreement.

2.06 "Immediate supervisor" means the administrator to whom the teacher directly reports in relation to the subject or issue involved.

2.07 "Seniority" means continuous service under regular contract, unbroken by approved leaves or time on a recall list.

ARTICLE 3 – FACULTY COMPLAINTS

3.01 A complaint shall be defined as a claim of a teacher or group of teachers that board policies or administrative rules and regulations have been misinterpreted, violated, misapplied, or infringed upon. The complainant may be represented by counsel of his/her choice at any level of this procedure.

3.02 Informal Level – The complainant shall first discuss and submit in writing the complaint with the complainant's immediate supervisor. If the complaint is not initiated within 15 school days after the complainant had knowledge of the event or condition upon which it is based, the complaint shall be considered waived and may not be processed as such.

3.03 Level One – If the complaint is not resolved within 10 school days of such informal meeting, the complainant may present to the superintendent a written complaint which shall specify the nature of the complaint. Within five school days, the Superintendent shall meet with the complainant in an effort to resolve the matter. Within three school days, the Superintendent shall advise in writing his/her disposition of the complaint.

3.04 Level Two – If the complainant is not satisfied with the disposition of the complaint at Level One, he/she may present within eight days from the meeting with the Superintendent a written request to appear before the Board of Education in executive session at the next meeting of the Board. Within five days of such meeting, the Board shall advise the complainant in writing of its disposition of the complaint.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.01 **Purpose:**

The purpose of this grievance procedure shall be to secure at the lowest possible level, equitable solutions of grievances.

4.02 **Definitions:**

4.02.1 A grievance shall be defined as a claim of a teacher, group of teachers, or the Association that a provision of the bargained contract has been misinterpreted, violated, misapplied, or infringed upon. A teacher may bring a grievance on behalf of himself/herself and all other teachers similarly situated in the facts and circumstances giving rise to the class grievance are substantially the same for teachers in the class. The WEA may bring a grievance on behalf of an individual bargaining unit member, group of members or for any alleged complaint pertaining to rights, power, or authority granted by the Master Agreement to the WEA.

4.02.2 The term "grievant" or "aggrieved" shall include all members of the bargaining unit, any group of members acting as a class, the Association itself acting on behalf of itself or for any member or group of members of the bargaining unit. "Days" as used in this procedure shall be any day Monday through Friday exclusive of negotiated or school observed or federally recognized holidays. "Representation or representative" as provided for in this section shall be: any member of the Association or its affiliates chosen by the aggrieved, legal counsel for the aggrieved, or any other person of the aggrieved's choosing, except that the aggrieved may not be represented by an officer or employee of any teachers' organization other than the recognized Association.

4.03 **Time Limits:**

Grievances shall be processed rapidly. The number of days indicated at each level of the established procedure shall be maximums, unless extended by mutual consent of the parties involved at each level. If the grievant fails to meet time maximums at any level of the procedure, the grievance shall be considered waived.

4.04 **Communications:**

All written requests, grievances, relief sought, and grievance dispositions as called for in the procedure shall be sent to the receiving party by certified letter or personal service at each level of the procedure. If service is personal service, the individual making such service shall indicate the time and date of service and affix his signature thereto.

4.05 **Rights of Grievant and Association:**

4.05.1 The grievant may represent himself/herself at all stages of the procedure and/or have the right of representation.

4.05.2 A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal.

4.05.3 A grievant must use the grievance procedure to assert any claim of an alleged violation of this Agreement. However, this procedure does not deny a grievant his or her legal rights to assert a claim other than through the grievance procedure if the claim is based on a legal right separate and apart from this Agreement.

4.05.4 The fact that a grievant files a grievance shall not be recorded in the grievant's 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 be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this Grievance Procedure. If an aggrieved party is not represented by the Association, the Association

shall have the right to be present, offer testimony and to otherwise state its views at all stages of the grievance procedure. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members or the Association, it may be submitted at Level 2 described herein.

4.05.5 If, in the judgment of the Association, a grievance affects a teacher, group of teachers, or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level 2. Class grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Level 2. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Level 2.

4.05.6 The Association on its own may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement. If the Association proceeds in the place of the grievant, the arbitrator's award shall be limited to the applicability or interpretation of the contract and no further remedy shall be awarded to or in behalf of said grievant.

4.05.7 The President/Co-Presidents of the Association or his/her designee and the grievant shall receive prior notice of each meeting held to resolve a grievance formally filed.

4.05.8 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. Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded both sides. Each hearing shall have provision for initial presentation of grievant's case, presentation of administration's case, cross-examination and/or questioning, and final summaries, with either party having the right at its option to waive any or all of the foregoing.

4.05.9 Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level.

4.05.10 A grievance may be withdrawn at any level without prejudice or record.

4.05.11 The Board, the administration, and the Association will cooperate with the investigation of any grievance and further will furnish the Association and the Board and/or the administration such information as is requested for the processing of any grievance. If an administrator or other Board representative schedules a meeting with the grievant or Association representatives during the regular teacher work day in the processing of a grievance, the teacher(s) involved in the meeting shall be released from their regular assignment(s) without loss of pay or benefits.

4.05.12 Every effort shall be made to avoid scheduling arbitration hearings during regular school hours, but if an arbitration hearing is scheduled during regular school hours, teachers whose presence is required at the hearing shall be released without loss of pay or benefits to attend the hearing.

4.06 **Informal Level:**

4.06.1 The grievant shall first discuss the grievance with the grievant's immediate supervisor. Only the grievant and his/her immediate supervisor shall be present at such meeting unless both parties mutually agree to the presence of representatives. If the grievance cannot be resolved informally to the satisfaction of the grievant, the grievant shall have the right to initiate a formal grievance at Level I of the established procedure.

4.06.2 Any grievance not settled at an informal level shall be reduced to writing and shall state such relief sought.

4.06.3 Any grievance may be dealt with by the grievant seeing redress with the immediate supervisor; however, this informal procedure does not preclude the filing of any appropriate formal level.

4.06.4 If any grievance is not initiated at Level 1 or 2 within fifteen (15) school days after the grievant knew or could have known upon the exercise of reasonable diligence of the event or condition upon which it is based, the grievance shall be considered waived, and may not be processed as such. However, if a condition is recurring, the fifteen (15) day time limit will be applied to the most recent occurrence.

4.07 **Level 1:**

4.07.1 If the grievance is not resolved within ten (10) school days of such informal meeting, the aggrieved may present a formal claim to his or her immediate supervisor by submitting a completed Grievance Report Form, which shall specify the nature of the grievance, the precise article, section and sub-section of the master agreement which allegedly was misinterpreted, violated, misapplied or infringed upon, and the relief sought.

4.07.2 Within five (5) school days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved and the aggrieved's representative(s), if elected by the aggrieved, and the Association's representative if such is not also the aggrieved's representative, in an effort to resolve the matter. Within three (3) school days the immediate supervisor shall indicate his/her rationale for and disposition of the grievance by completing the report form and returning it to the aggrieved and the Association.

4.08 **Level 2:**

4.08.1 If the grievant is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within the limit set forth in Level 1, the grievant and/or the Association may within an additional five (5) school days file the grievance and the relief sought in writing to the Superintendent. Within five (5) school days after the filing of the grievance at Level 2, the Superintendent shall meet with the grievant (and/or his/her representative) and the Association's representative if other than the grievant's representative for the purpose of resolving the matter.

4.08.2 Within five (5) school days of this meeting, the Superintendent shall indicate in writing his/her rationale for and disposition of the grievance by completing his/her portion of level 2 and forwarding it to the aggrieved and the Association.

4.09 **Level 3:**

4.09.1 If the grievant is not satisfied with the disposition of the grievance at Level 2, or if no disposition has been made within the time limit provided, and with the approval of the Association, the grievant and/or Association may file the grievance and the relief sought in writing to the Treasurer of the Board of Education within seven (7) school days of receipt of the answer at Level 2 or if no answer is received at Level 2 within seven (7) school days from the date when the Superintendent should have answered the grievance.

4.09.2 Within ten (10) school days, unless extended by mutual consent of the parties involved, the Board shall hold a hearing with the grievant and/or his/her representative and the Association representative if such representative is not also the grievant's representative for the purpose of resolving the matter.

4.09.3 Within five (5) school days following the meeting, the Board shall give to the grievant its disposition and rationale for such disposition of the grievance in writing.

4.09.4 Upon mutual consent of the grievant and Board, Level 3 may be waived.

4.10 **Level 4:**

4.10.1 If the grievant is not satisfied with the Level 3 decision, he or she may request arbitration by filing a written request with the Association (with a copy to the Superintendent) within five (5) days of receipt of the Level 3 disposition of the grievance. The Association shall determine whether to appeal the grievance to arbitration, making such appeal by filing with the Superintendent a written notice of appeal to arbitration within ten (10) days of the grievant's receipt of the Level 3 disposition of the grievance. Any

grievance not appealed to arbitration within the 10-day limit above shall constitute waiver of such grievance.

4.10.2 The parties may mutually or individually request the American Arbitration Association to submit the names of at least seven candidates to serve as arbiter. Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. If both parties agree, another list may be requested.

4.10.3 The arbitrator may not add to, alter, or delete from the terms of the bargained contract. The arbitrator shall have such power and authority as may be required to render an award provided that no such award shall be contrary to law. The arbitrator's award shall be final and binding on both parties. In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the arbitrator on the merits of the issue. The cost for the services of the arbitrator will be borne equally by the Board of Education and the Association. However, the WEA shall not be assessed any costs of arbitration unless the WEA and the grievant or grievants have initially filed the grievance in a joint action.

ARTICLE 5 – EMPLOYMENT PRACTICES

5.01 **Assignment:**

Unless otherwise notified prior to the last Friday of May, each teacher will have the same assignment for the upcoming school year. Teachers not notified pursuant to Sections 5.02 and 5.03 below will be deemed to have received notice for the specificity of that assignment including:

5.01.1 Subject(s) and/or grades to be taught.

5.01.2 Building in which professional services are to be performed.

5.01.3 This section shall not preclude a voluntary or involuntary transfer made after the last Friday of May.

5.02 **Transfer and Reassignment:**

5.02.1 **General** – In the determination of teacher or administrator-initiated reassignment and/or transfer, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.

5.02.2 **Voluntary** – A teacher may at any time request a transfer/reassignment by submitting such a request on a form provided by the Superintendent. All such requests shall expire September 30 of each year.

5.02.3 **Special Education Transfers:**

a. A teacher who has been employed by the Board and assigned to a special education position for five (5) full school years may request reassignment to a vacancy for which the teacher is qualified. The Superintendent may not deny the request unreasonably, arbitrarily, or capriciously. "Special education" teachers are those assigned as developmentally handicapped, learning disability or speech and hearing teachers.

b. A teacher who has been reassigned out of special education pursuant to paragraph (a) above may be reassigned to special education after five (5) full school years of assignments out of special education, except during a reduction in force.

c. The Superintendent may but need not grant the requests of more than two special education teachers under paragraph (a) above per school year. If more than one special education teacher whose request for reassignment would otherwise be approved applies for a particular vacancy, the special education teacher who has had the longest continuous assignment to special education shall have priority.

5.02.4 If a teacher has requested immediate transfer/reassignment and no vacancy exists but the transfer/reassignment is not approved by the Superintendent, the Superintendent or his designee shall notify the staff member within five (5) working days in writing stating the reasons for denial of the requested transfer/assignment. However, the request shall be retained by the Superintendent for consideration under the vacancies posting provisions of this agreement until an appropriate vacancy occurs or the request expires, whichever comes first.

5.03 **Involuntary Transfer/Reassignment:**

5.03.1 If an involuntary transfer or reassignment of a teacher is caused by a reduction in force, closing of one or more classrooms in a building, or a change in curriculum, the administration will determine which teacher(s) is (are) to be transferred after considering the teachers' area(s) of certification, continuous length of service as a regular contract teacher in the District, legal requirements, and other relevant factors. If the Superintendent determines that two or more teachers are equally well qualified in view of all such factors, the teacher with the greatest seniority in the District shall be given the choice of assignment or transfer.

5.03.2 Professional staff members subject to involuntary transfer/reassignment shall be offered a choice of available assignments if more than one exists for which they may qualify at the time any transfer/reassignment is being considered. If a teacher is to be reassigned, the administration through the teacher's principal shall make every effort to notify the teacher of the new assignment prior to the last day of the school year.

5.03.3 A conference shall be held between the professional staff member and the building principal explaining the reasons a transfer of the individual is being considered. The professional staff member shall be given a written statement of these reasons at this time as well as the specifications of the new assignment including:

a. subject(s) and/or grade(s) to be taught.

b. building name in which the professional services are to be performed.

5.03.4 Any professional staff member subject to an involuntary transfer/reassignment after July 10 shall be permitted to resign without prejudice. Neither the superintendent nor the board shall request a suspension or removal of the staff member's teaching certificate should that person choose to resign. The administration shall give a recommendation of said professional staff member which is unbiased by the resignation.

5.03.5 Except where involuntary transfer or reassignment of a teacher is caused by a reduction in force, closing of one or more classrooms in a building, or a change in curriculum, nothing herein shall be construed as limiting the Superintendent's authority to reassign certificated employees under Section 3319.01 of the Ohio Revised Code.

5.03.6 Professional staff members who have had their full assignment involuntary transferred to a different building shall be granted two (2) paid release work days to move to the different building.

5.04 **Vacancy Posting & Selection Procedure:**

5.04.1 The Superintendent shall prepare a list of all vacancies and newly-created positions in teaching, administration, special service, and extra-curricular duty positions in Wapakoneta City School District. All vacancies and newly-created positions shall be posted on the school website and sent by school email to all staff. The qualifications necessary for filling each vacancy or newly-created position shall be specified and posted in the same manner.

5.04.2 The list shall include the following information:

a. Position(s) available.

b. Requirements for job.

c. Deadline for application.

d. Effective starting date.

e. Any pertinent information.

5.04.3 Notices of vacancies will be emailed to teachers and will be posted on the School District's Web Site.

5.04.4 The Association president/co-presidents shall be emailed a copy of each of the list(s) of vacancies and/or newly-created positions.

5.04.5 Employees of Wapakoneta City School District desiring to be considered for such vacancies shall apply on forms prepared by the superintendent, or his designated representative, and supplied to employees upon request by the superintendent or building principals.

5.04.6 Applications must be submitted within five (5) days excluding Saturdays, Sundays, and holidays, of the posting of each vacancy or newly-created position.

5.04.7 No administrator shall take action to interview any individual until after the posting of written notice that a vacancy or newly-created position exists. No employment shall be made until the sixth day following the posting of such vacancy or newly-created position.

5.04.8 The decision that a vacancy exists and whether to fill a vacancy is the exclusive determination of the Superintendent. The Superintendent may make temporary assignments or reassignments, or may assign substitutes, to provide the desired services or coverage before filling a position on a long-term (not more than one semester) basis. The Superintendent may determine that there is no vacancy when a regular teacher is using paid leave or has been granted an unpaid leave of absence by the Board. Nothing in this Article requires that a position be filled because it is posted nor precludes the employment of a teacher from outside the District to fill a position. Only procedural compliance with this Article may be the subject of a grievance. In selecting a candidate to fill a vacancy the following criteria shall apply:

a. Individual qualifications.

b. Instructional requirements.

c. Staff availability and experience.

d. Special criteria established by the administration to achieve staff balance or better staff utilization.

e. Where the foregoing factors are equal the preference in assignment or transfer shall be given to the applicant with the greatest seniority.

5.04.9 The superintendent or his designee shall confer with a teacher denied a transfer or opening at the latter's request.

5.05 **This procedure applies to non-OTES teachers and other support positions that the process is not applicable to. This includes but is not limited to speech pathologists and school psychologists.**

Evaluation:

5.05.1 **Evaluation Process Components:**

a. **Informal Observation or Walkthrough** – An observation of the teacher in a professional setting which is either unplanned or short in duration. To be considered a part of the formal evaluation, the informal observation or walkthrough must be discussed with the teacher in accordance with this Article.

b. **Formal Observation** – A classroom visit which is designed to provide the administrator with information about the teacher's performance in relation to the instructional program. The visit shall be of sufficient length to watch the complete development of the lesson and a minimum of 30 minutes. A written report will be provided on the prescribed form.

c. **Observation Conference** – A meeting between the administrator and teacher to review and discuss the observation.

d. **Evaluation** – A written summative report designed to communicate the administrator's assessment of the teacher's professional performance, recommendations, and specific recommendations for any improvements needed.

e. **Evaluation Conference** – A meeting between the administrator and teacher to review and discuss the written evaluation.

f. **Administrator** – For the purposes of this Article, administrator shall include Superintendent, Assistant Superintendent/Business Manager, Supervisor, Curriculum Coordinator/Director of Instruction, building principal and full-time assistant building principal.

5.05.2 **Performance Expectations:**

a. At the beginning of each school year (prior to October 1), the administrator shall acquaint all teachers of the school district's performance expectations, evaluation procedures, criteria, and instrument which may subsequently be used in the evaluation process, and will clearly set forth in writing and distribute to all teachers who have not previously received such performance expectations and evaluation procedures, criteria and instruments.

b. Prior to the first formal observation, the administrator shall hold an individual pre-conference during which each teacher will provide the evaluating administrator with an explanation of his/her plans and objectives for that class. The teacher will be notified of the first formal observation prior to the scheduled observation.

5.05.3 **Fair Consideration of Work Effort:**

a. No teacher shall be evaluated on his/her classroom performance except after observations of the classroom work of the teacher by a designated building administrator.

b. Teachers shall not be observed for the purpose of a formal observation on the day before or after a holiday recess, on the day after an absence due to illness, bereavement leave or court leave, on the day after a calamity day, or on the first or last day of a marking period. This does not preclude a teacher from requesting to be evaluated on such a day. If an observation/observation conference or evaluation conference must be rescheduled due to any of the above exceptions, the timelines set forth in the evaluation procedure shall be extended up to three (3) days.

c. All bargaining unit members will be assigned one primary evaluator. The Superintendent shall determine the primary evaluator for teachers who have responsibilities in more than one building and shall inform them of such assignment.

d. Informal observations or walkthroughs are recognized as part of the evaluation process and any informal observation or walkthrough noted by the evaluator must be noted and discussed with the teacher within two weeks following the informal observation or walkthrough. No informal observation or walkthrough may become

a part of the evaluation unless the evaluator has discussed the informal observation or walkthrough with the teacher prior to the evaluation conference and evaluation report. The teacher has the right to attach a written rebuttal to the informal observation or walkthrough, and such will remain a physical part of such informal observation or walkthrough.

5.05.4 Teachers on a limited contract whose limited contract is up for renewal will be observed at least two (2) times during the school year with the following timelines: Evaluations shall be completed no later than May 1, and the final summative evaluation will be provided to the staff member no later than May 10.

5.05.5 Teachers on a limited contract whose contract is not up for renewal will be observed at least once during the school year and will receive a written report to be followed by an evaluation conference.

5.05.6 Teachers on a continuing contract may be evaluated at least once every five (5) years. The evaluation of a teacher on continuing contract shall consist of at least one (1) observation and a written report to be followed by an evaluation conference.

5.05.7 Each observation will be for at least 30 minutes, in the subject area concerned in order to watch the complete development of the lesson, consisting of opening, development and closure, which shall be recorded on the agreed upon instrument as in Appendix A of this contract. The observer shall have ten (10) school days in which to write any recommendations and assistance plans for deficiencies on the original observation and evaluation reports. Then the teacher shall have three school days in which to write a rebuttal on the original observation and evaluation reports. The final evaluation shall reflect the information contained in the teacher's observation reports.

5.05.8 The use of public address, or audio systems and similar surveillance devices for monitoring or observing the work performance of a teacher will be permitted only with the teacher's written consent.

5.05.9 A teacher may request additional classroom visitations by the evaluator or by any other qualified administrative personnel of the teacher's choosing within the school system.

5.05.10 Specific criticisms of a teacher made for the first time by an administrator will be written, dated and signed by the administrator and the teacher, but will be considered informal and will be noted as a first criticism and will be placed in the teacher's personnel file observing all terms and conditions in this contract pertaining to professional personnel files. Such an observation shall not be considered one of the number of formal evaluations to be conducted during the year. If after five (5) years there is no reoccurrence

of same or similar criticism, such informal criticisms will be removed from the personnel file.

5.05.11 The procedure for evaluation, identified in Section 5.05 herein, will supersede the requirements of section 3319.111 of the Ohio Revised Code.

5.05.12 **Post Observation Conferences:**

5.05.12.1 A post observation conference will be held within ten (10) school days of the formal observation. The observation shall acknowledge the strengths, as well as the deficiencies, if any, and shall note all data used in support of the conclusions made by the principal. The administrator shall take into consideration and note in writing any circumstances which may adversely affect a teacher's performance such as class size, special learning disabilities, students, or physical facilities. Student test results shall not be used exclusively to evaluate teachers.

5.05.12.2 The teacher shall initial all observation forms. Initialing does not signify agreement or disagreement with the substance of such items. The teacher shall be provided with a true copy of the observation at the time of initialing.

5.05.13 **Evaluation Conferences:**

5.05.13.1 An evaluation conference will be held with the teacher in accordance with the timelines prescribed in 5.05.4 above to review the written summative report and to communicate the administrator's assessment of the teacher's professional performance, commendations and specific recommendations for any improvements needed.

5.05.13.2 All criticisms shall be supported with specific, written comments pertaining to direct observations by the administrator or supportable data.

5.05.13.3 Should deficiencies be recorded in the evaluation of a teacher, the administrator shall provide the teacher with a written report of the results of the teacher's evaluation that includes specific recommendations for any improvements needed in the teacher's performance, suggestions for professional development that will enhance future performance in areas that do not meet expected performance levels, and information on how to obtain assistance in making needed improvements.

5.05.13.4 The evaluated teacher shall initial all evaluation forms. Initialing does not signify agreement or disagreement with substance of such items. The teacher shall be provided with a true copy of the evaluation at the time of initialing.

5.05.14 **Miscellaneous:**

5.05.14.1 The Observation/Evaluation Instrument is incorporated herein as Appendix A and Appendix B.

5.05.14.2 This evaluation procedure shall supersede and replace the provisions of O.R.C. 3319.111. The provisions herein shall not create an expectancy of reemployment in the District and failure to comply in full or in part with any of the above shall not void an otherwise lawful non-renewal of a teacher's limited contract as provided by law.

5.05.14.3 The Superintendent and the Association President/Co-Presidents may mutually agree to adjust the timelines noted above for administrator and/or employee absences. The evaluation requirements may be waived at the sole discretion of the Superintendent for employees who are on extended leaves of absence.

5.05.14.4 **Evaluation of Limited Contract Teachers**

Teacher evaluation for limited contract teachers shall be in accordance with the above procedure and related statutes prescribed in Ohio Revised Code which prescribe teacher evaluation procedures. Teacher observation and evaluation forms are attached as Appendices A-1 and A-2.

5.05.14.5 **Evaluation of Continuing Contract Teachers**

Teacher evaluation for continuing contract teachers shall occur at least once every five (5) years and shall consist of a minimum of one (1) observation and a minimum of one (1) evaluation. Upon mutual agreement between the evaluator and the teacher, the collaborative evaluation process and forms prescribed in Appendix B (Track B) may be used in lieu of this procedure.

5.06 **Nonrenewal:**

5.06.1 **Nonrenewal of Limited Teaching Contracts for Probationary Employees who have been Employed for Three (3) Years or Less:**

5.06.1.1 Limited contract teachers who have been employed for three (3) or fewer years shall be notified in writing by the Superintendent

by May 1 that they will not be recommended to the Board for rehiring for the next school year. Prior to May 10, and prior to Board action on their contract, such teachers will notify the Board of their intent to meet with the Board in executive session with representation or to decline this meeting. The Board must grant this request and schedule the meeting by May 25 and prior to contract nonrenewal. Teachers whose contracts are nonrenewed shall receive written notice from the Board not later than May 31.

5.06.1.2 This nonrenewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of O.R.C. 3319.11, O.R.C. 3319.111, and O.R.C. §3319.112 and related statutes, and such teacher(s) shall have no right to challenge said nonrenewal pursuant to O.R.C. 3319.11, or in any other legal forum, including the grievance procedure, or in any administrative procedure under law.

5.06.2 **Nonrenewal of Limited Contract Teachers**

Nonrenewal of all other teachers not covered by Section 5.06.1 above shall be in accordance with O.R.C. §3319.11. However, a teacher who is in his/her fourth (4th) year of employment or longer shall only have his/her limited contract nonrenewed for just cause.

ARTICLE 6 – PROFESSIONAL PERSONNEL FILES

6.01 The personnel file of all professional staff members shall be maintained in the office of the Board. This shall be as confidential as permitted by law, and the only official file of recorded information of professional staff members maintained by the Board and administration. The principal of each building may maintain a personnel file on all professional staff assigned to that building and such principal's file shall be purged yearly.

6.02 Upon furnishing the personnel office or principal with prior notice, a teacher shall have the right to examine the contents of his/her personnel files, to be accompanied by another individual of his/her choice, and to receive at Board expense a copy of any or all documents contained therein. The examination of such file shall, at the discretion of the superintendent, be in the presence of the superintendent or his/her designee. Except as otherwise provided herein, no material may be removed from the file without the written consent of the superintendent or his/her designee.

6.03 All materials placed in the personnel file(s) of the professional staff member shall include the following:

6.03.1 the date the item was placed in the file;

6.03.2 initials and dates of the professional staff member in whose file the entry is being made and the initials of the administrator placing information in the file.

6.04 A professional staff member shall be notified of the intent of the administration to place in his/her personnel file (including personnel file(s) maintained by any building principal) any material which may be considered critical or complimentary of the conduct, performance, character or personality of the professional staff member and shall provide the opportunity to read any such material prior to its being placed in such personnel file. The professional staff member shall acknowledge that he/she has read and examined the material by affixing his/her signature to the copy to be filed. However, such signature shall not signify agreement or disagreement with the content of the material. The professional staff member shall also have the opportunity to reply to any such material in a written statement and his/her response will be reviewed by the appropriate personnel administrator at which time the administrative officer shall expunge the record of the disputed contents or include the rebuttal as part of the record.

6.05 Professional staff members shall be informed of any complaint by a parent, student, or any other person which is directed toward them if such will become a matter of record. The provisions above shall be applicable to such complaints.

6.06 Anonymous letters or materials shall not be placed in a professional staff member's file(s) nor shall they be made a matter of record.

6.07 If there is a request by the member of the public to review a teacher's personnel file, the teacher shall be given notice of the time and date when the person will review the file and the identity of the requesting person. The teacher and/or representative may be present at the time the file is reviewed by the requesting person.

6.08 The teacher shall have the right to indicate those documents in the personnel file(s) which he/she believes are obsolete or otherwise inappropriate to retain. After a joint review with the superintendent or his designee, materials deemed obsolete shall be destroyed. Information in the personnel file(s) may be removed upon mutual agreement of the professional staff member and the administrator making the entry or the Superintendent.

6.09 Disputes over the accuracy, timeliness, completeness or relevancy of such documents are grievable.

6.10 The professional staff member may submit letters of merit which shall be placed in his/her personnel file(s).

ARTICLE 7 – REDUCTION IN FORCE

7.01 To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed for performance reasons.

7.02 To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts and when by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, closing or suspension of schools or territorial changes affecting the district, financial reasons, or changes in the curriculum, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reduction in accordance with the provisions of this Article. Suspension of teaching contracts pursuant to the positions below for purposes of staff reduction due to substantial lack of financial resources shall occur only at the end of one school year or prior to the start of the next school year.

7.03 If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

7.03.1 Suspension and/or renewal-suspension of contracts shall occur to nontenured teachers in the lowest evaluation rating category first and shall be on a last employed-first to be suspended by teaching field basis.

7.03.2 If the suspension of contract is necessary for any tenured teacher, this shall be on a last employed-first to be suspended by teaching field basis, within the lowest evaluation rating category.

7.03.3 Displacement rights shall be exercised by all teachers within their respective contract status (continuing contract – tenured or limited contracts). No teacher with a lower evaluation rating shall displace a teacher with a higher evaluation rating.

7.03.4 If a teacher has been required to obtain a temporary certification to meet the requirements of the current teaching assignment and also holds a provisional or higher certification in other teaching fields, that teacher shall be placed with the appropriate contract status group and according to seniority and provisional or higher certification areas shall have displacement rights.

7.04 In case of ties in seniority in the school district, the Board meeting hiring date will be used. If a tie still exists, the date the employee signed his/her first contract with the district will be used, and if a tie still exists, the greatest seniority will be determined by the flip of a coin.

7.05 Time when a member of the bargaining unit is on an unpaid leave of absence shall not count for the purpose of seniority, but such authorized unpaid leave of absence shall not disrupt continuous employment.

7.06 When it becomes necessary to reduce staff a list shall be prepared and kept updated ranking all tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignment; then all non-tenured teachers in the district by seniority, giving areas of certification, and present teaching and building assignment. The Association and each teacher whose contract is to be suspended (or nonrenewed-suspended) under provisions of this section shall receive a copy of said list at the time of notification of suspension or nonrenewal. Seniority shall be lost when a teacher resigns, retires, or otherwise terminates employment with the district. Disputes over a staff member(s') seniority shall be subject to the provisions of the grievance procedure provided, however, that such a grievance must be filed within fifteen (15) calendar days of service of a copy of the seniority list on the teacher.

7.07 When staff reduction is necessary, the Board shall give notice to the intent to affect the suspension and/or renewal-suspension of contracts to all teachers so affected and to the Association at the earliest practicable time. Within ten (10) days of receiving said notice, the Wapakoneta Education Association shall be given the opportunity to address the board in an open meeting for the purpose of presenting, both orally and in writing, its views on the proposed reduction in force.

7.08 Staff members whose contracts are suspended (or renewed-suspended) under the terms of this section are to be considered as being on reduction awaiting recall and not as being terminated with the system.

7.09 Staff member(s) on reduction are to be recalled in reverse order of layoff when vacancies become available to which they are qualified or become qualified.

7.09.1 The recall list for laid-off teachers shall be maintained for a period of twenty-eight (28) months. Thereafter an employee on reduction shall lose his/her right to recall and his/her contract shall be considered terminated.

7.10 While a reduction continues, no substitutes or persons new to the system will be hired on regular contract basis to fill a vacancy except where:

7.10.1 There are no staff member(s) on reduction qualified to fill the vacancy position; or

7.10.2 All qualified staff member(s) on lay off decline the offer to fill the vacancy.

7.11 Staff member(s) on suspended contract reduction shall continue to accrue seniority during any period of reduction.

7.12 The Board shall give written notice of an offer of reemployment by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address or change in certification. The teacher's address and certification as it appears on the Board's records shall be conclusive when used in connection with an offer of reemployment or other notice to the teacher. If a teacher fails to accept the offer of reemployment in writing within fifteen (15) calendar days, or within five (5) days if the offer is mailed

within ten (10) days prior to the start of a school year or semester, from the date said offer is mailed to the last known address of the teacher, said teacher shall be considered to have rejected said offer, and shall be removed from the reduction in force list.

7.13 A teacher on the reduction in force list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave days and salary schedule placement as the teacher would have received in the year following receipt of notice of renewal/suspension.

7.14 Teachers will remain on the reduction in force list for a period of twenty-eight (28) months following their receipt of notice of renewal-suspension. If a teacher on a suspended contract accepts teaching employment for a full school year with another school district, the teacher shall so notify the administrative assistant for personnel immediately, and will be removed from the reduction in force list. After being removed from the reduction in force list, a teacher must make application for employment in accordance with established procedures if they desire to be considered for employment by the Wapakoneta City School District.

7.15 The Board shall not contract out any work previously performed by staff member(s) in the bargaining unit unless where mutually agreed upon by the parties after due notice and consultation with the Association. This provision is not applicable to certificated positions now filled by noncertificated employees.

7.16 Suspension and nonrenewal for non-reduction reasons—Nothing contained herein shall abridge the Board's right to nonrenew a limited contract teacher for non-reduction reasons or the right of the Board to suspend and terminate a teacher's contract pursuant to Section 3319.16 of the Ohio Revised Code.

ARTICLE 8 – ELIGIBILITY FOR CONTINUING CONTRACT

8.01 Teachers shall be eligible for continuing contract status in accordance with O.R.C. §3319.11. A teacher eligible for continuing contract status must have on file with the Board of Education a copy of the following: 1) his or her professional or permanent certificate or 2) professional educator license and transcript(s) of coursework completed as required under O.R.C. 3319.08 at least one (1) week prior to the May meeting when the Board of Education expects to take action on contracts. However, the teacher must have given prior written notice of his or her anticipated eligibility for a continuing contract to the Superintendent of Schools delivered no later than March 1 in the school year in which they wish to be considered.

ARTICLE 9 – PAYROLL PROCEDURES

9.01 All members of the bargaining unit shall receive twenty-six (26) pays during the contract year. Direct deposit notices shall be e-mailed to bargaining unit members. The change to twenty-six (26) pays shall be effective with the 2012-13 school year.

9.02 Teachers must identify the financial institution of their choice, in writing, on the proper form, to the Treasurer of the Board of Education. Direct deposit of payroll shall be made on payday and shall be dated on such payday.

9.03 **Dues Check-off and Deductions:**

9.03.1 Dues Deductions

The Association President/Co-Presidents or designee will provide to the Treasurer of the Board in writing the amount per person per pay to be deducted for dues deductions, and upon written authorization of the teacher submitted to the Treasurer of the Board, the Treasurer will begin to make such deductions within thirty (30) days of such notification and authorization. The Association President/Co-Presidents or designee may also provide such notification to the Treasurer of the Board for certified employees hired after August of each school year, and the Treasurer will begin to make deductions within thirty (30) days of such notification and written authorization of the teacher.

9.03.2 Other Deductions

All other payroll deductions will be provided at no cost to the professional staff member if the staff member provides to the Treasurer in writing the amount of deduction per pay and the entity to remit to.

9.03.3 The Board acted in good faith compliance with the dues deductions 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 dues deductions provisions herein.

ARTICLE 10 – LEAVES OF ABSENCE

10.01 **Sick Leave:**

10.01.1 Professional staff members may accumulate sick leave to a maximum of 250 days.

10.01.2 Immediate family is defined as employee, spouse, children, parents, grandparents, grandchildren, siblings, son-in-law, daughter-in-law, mother-in-law, father-in-law, fiancé/fiancée, and a person being cared for in the household.

10.01.3 Extended family is any family member beyond the immediate family member definition.

10.01.4 Sick leave shall be interpreted to include the following:

a. Personal illness of the employee.

b. Death of a family member of the immediate family (from the date of the death until one day after the funeral) unless extended upon approval of the superintendent.

c. Absence not to exceed one day to attend the funeral of an extended family member. If additional time is needed for an extended family member bereavement, personal days must be used first until they are exhausted, at such time a deduct day must be used.

d. Request not to exceed one day to attend the funeral of a friend of colleague will be granted upon the approval of the superintendent.

e. Absences for any illness or required medical care in the immediate family should not exceed three days, unless extended upon approval of the superintendent. Any employee of the BOE who is absent more than three consecutive days and who applies the same to their sick leave must present a doctor's statement to the district indicating that the absence was due to illness, if requested by the Board to do so.

f. Teacher absence which exceeds the provisions above shall result in a deduct day.

g. A teacher shall be counted absent in one-quarter day increments.

h. A staff member may take parental leave upon the birth of a child, for adoption of a child, or for the care of an infant child.

1. The birthing parent (or primary care parent in the case of adoption) may use up to seven (7) calendar weeks of accumulated sick leave for work days missed immediately following the birth or adoption in accordance with the medically-accepted postpartum recovery period, and any other additional leave shall be deemed as unpaid leave of absence. In the event the baby is born via cesarean section, the birthing parent may use up to eight (8) calendar weeks. This leave shall begin on a date specified by the certificated employee, but the certificated employee's written application or the leave must be submitted to the Superintendent thirty (30) days before such date unless emergency arises (ex: early maternity delivery). Before beginning the leave, the employee must advise the Superintendent in writing of the anticipated date of return from the leave. The leave of absence shall not exceed one year. The employee may return to

active service before the anticipated expiration date if thirty (30) days prior notice is given.

2. The non-birthing parent (or non-primary care parent in the case of adoption) may use up to five (5) days of accumulated sick leave for work days missed immediately following the birth/adoption, and any other additional leave shall be deemed as unpaid leave of absence.

10.01.5 If a certified employee has no accumulated sick leave, he or she shall be advanced five (5) days of sick leave, to be earned through future service, to attend to funeral arrangements or to attend the funeral of immediate family. Such bereavement leave shall be without the loss of pay or benefits to the certificated employee.

10.01.6 After accruing 250 days of sick leave, an employee will be able to accumulate a maximum of 50 additional sick leave days to be stored in a separate account. These additional days can only be used once the employee has 30 years of employment with STRS. In order to use the additional days, the employee must have 250 sick days in their sick leave bank when becoming ill. In that event, these days will be transferred to the regular sick leave account and may be used only for documented sick leave lasting 5 consecutive days or longer for the employee's own health issues.

10.01.7 a. The parties shall establish a sick leave bank based on donated days (accumulated but unused sick leave days) for an employee who has exhausted all accumulated paid sick leave and personal leave days as a result of a catastrophic illness or injury.

b. The term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. The "catastrophic illness or injury" must be unusual, extraordinary, sudden, unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight. The Sick Leave Bank is not available for disability associated with the normal course of pregnancy and childbirth; however, medical complications which would otherwise qualify are not prohibited. Employees seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request. Recuperation from surgeries or other procedures which could have otherwise reasonably been scheduled during school vacation periods will not qualify for Sick Leave Bank donation. Employees whose sick leave has been inordinately depleted by intermittent and/or patterned use shall not qualify for this benefit.

c. An employee is eligible to receive donated sick leave up to thirty (30) days per school year with a lifetime maximum of ninety (90) days, if all of the following conditions are met:

   1. Only contributors are eligible to apply to withdraw from the bank.

   2. The employee, their spouse, child, or legal dependent has experienced a catastrophic illness or injury. If a spouse, child. or legal dependent has such illness or injury, the employee must provide verification that they are/will be a required caregiver in order to be eligible for leave donation.

   3. The employee must be out of sick leave and personal days including any advancements.

   4. The employee has applied for any available paid leave, workers' compensation, or benefits program for which the employee is eligible.

   5. The employee has contributed at least one (1) day of their accumulated sick leave to a District-wide sick leave bank during the enrollment period. The enrollment deadline for the sick leave bank is thirty (30) days after the first calendar day of the school year. To maintain enrollment, eligible participants will need to contribute one (1) additional day when the number of days in the bank reaches below sixty (60) days.

d. All newly-hired certified/licensed staff members will be eligible to join by donating one (1) day of their sick leave within the first thirty (30) days of employment.

e. Once a sick day has been contributed to the Sick Leave Bank, it cannot be returned to the eligible participant.

f. Approval Process

   1. Eligible applicants must be approved for donated sick leave by the Sick Leave Bank Committee comprised of the Superintendent, Treasurer, Director of Operations, and three (3) employees appointed by the Association President/Co-Presidents.

   2. Applications for use of the sick leave bank must be submitted to the Superintendent's Office for the review of the Sick Leave Bank Committee.

   3. All applications will be reviewed by the Committee. Approval of any request will require five (5) votes. The Committee's decision is final and non-grievable.

4. Applications will include, but are not limited to the following information:

   a) The nature of the claimed catastrophic illness or injury;

   b) Physician(s)' diagnosis and prognosis of the catastrophic illness or injury;

   c) Where applicable, the necessity of the employee's role as a primary caregiver;

   d) Projected date of return to duty;

   e) Explanation of previous leave usage; and

   f) Any other pertinent information the employee may wish to submit to the Committee

   g) All information and reports relating to applications submitted under this regulation will remain confidential.

10.02 **Personal Leave:**

Each full-time teacher will be allowed three (3) days and each part-time teacher will be allowed a proportional number of days absence during each school year, without loss of salary. The teacher shall inform the proper administrator of his/her intention to use these days at least twenty-four (24) hours before taking such leave, except in emergencies in which case the employee shall notify the board administrator at the earliest possible time so that a substitute may be secured. These days of absence shall not be deducted from the teacher's personal illness days. These personal days shall not be taken immediately before or after a holiday; shall not be used on the first five or last five student days of the school year; and shall not be used when 10% of the bargaining unit is scheduled to be out of the school district that day, including scheduled and approved professional leave. During October and March when anticipated use of professional leave could be excessive, the Superintendent may waive the restrictions to the 10% rule. However, the Superintendent may grant an exception to any of the above restrictions provided the staff member explains the situation in writing and where the need for the leave day is due to circumstances beyond the control of the staff member and all other personal days or other applicable leaves have been exhausted.

10.02.1 All unused personal leave will be paid at the rate of One Hundred Fifty Dollars ($150) for each personal day. The payment shall not be considered as salary for STRS credit and will be paid in the second paycheck in July. Any employee working in a certified position within the district for less than seven (7) years may elect to carry over one (1) unused personal day into the next school year in lieu of receiving payment for that day. In no instance shall a teacher/employee have more than four (4) days available for any school year.

10.02.2 All unused personal leave will be paid at the rate of One Hundred Fifty Dollars ($150) for each personal day. The payment shall not be considered as salary for STRS credit and will be paid in the second paycheck in July. Any employee who has been in a certified position within the district for seven (7) or more years may elect to carry over up to two (2) unused personal days into the next school year in lieu of receiving payment for those days. In no instance shall a teacher/employee have more than five (5) days available for any school year.

10.02.3 Electronic or paper forms will be made available to request leave and must be approved by the Building Principal and Superintendent.

10.03 **Professional Leave:**

10.03.1 Professional – a professional meeting fund shall be included in the budget of the Wapakoneta City Schools to be used for payment of approved expenses of certificated personnel of the Wapakoneta City Schools who are attending approved professional meetings and workshops or making visitations to other schools.

10.03.2 Applications to attend professional meetings, workshops, or make school visitations shall be filled out on the form provided and returned to the office of the principal no later than ten (10) days prior to any leave the individual wishes to attend meetings and workshops or make school visitations.

a. Each certificated employee will be limited to one professional conference regisration requiring an overnight stay per school year, unless otherwise authorized by the Superintendent to attend more than one.

10.03.3 Approval of professional leave shall have the following expenses paid by the Board of Education, including registration fees, transportation, parking fees, lodging, and meals according to the guidelines below:

a. Meals – Meals are for staff members only. Meals will be reimbursed at the following rates: breakfast - $13; lunch - $15; and dinner - $26. NOTE: No service fees incurred from using a credit card will be reimbursed. When a seminar/professional meeting provides a meal within the registration charge, no additional reimbursement will be made to the employee for that same meal.

b. Meals for family members purchased on the way home, snacks purchased before or after the training is over, or other expenses deemed unnecessary will not be reimbursed.

c. Lodging - The Board encourages double occupancy to save the district funds. If a conference is out of town and more than one (1) hour away, starting at 8 a.m. or earlier, the Superintendent will approve the hotel payment for the night before. If more than one individual attends a conference and they do not share a room, they each receive $145 per night. If two employees go to the same conference and decide to share a room, they will each receive $145 per night to use towards the room total. In each of these circumstances, any amount over the district-allotted funds will be the responsibility of the employee.

d. Mileage - Mileage will be paid to all drivers when carpooling is not feasible, as determined by the Superintendent. If there is a dispute in mileage, it will be determined by using Google Maps or a similar GPS program to provide accurate information.

10.03.4 Employees may use school vans, subject to availability and to be scheduled by the transportation supervisor. The Superintendent has the right to limit the number of certificated employees who attend the same professional meeting, workshop, or school visitation and to limit the number of certificated employees in a building, grade level, or department who may attend any particular professional meeting, workshop, or school visitation. In no event shall a certificated employee be required to use personal or sick leave for attendance at professional meetings, workshops, or approved school visitations related to his/her professional and approved extra-curricular activities.

10.03.5 An itemized list for all expenses, accompanied by receipts for lodging and food, shall be submitted within one week after return to duty in order to receive approved reimbursement. No verification of attendance form or report on the professional leave must be submitted in order to obtain reimbursement. Staff members will not be reimbursed for graduate credit for professional leave during the school day unless such course is pre-approved and recommended by an official of the Wapakoneta School District.

10.04 **Court Leave:**

10.04.1 The Board shall pay a certificated employee the difference between the certificated employee's regular salary and any remuneration received by the certificated employee for the jury duty service. Alternatively, the certificated employee may endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount to which the certificated employee otherwise would be entitled under his or her contract(s).

10.04.2 Certificated employees shall be released from duty, without loss of pay or benefits, for absence due to the certificated employee's compliance with a subpoena to appear in a court of law, provided that: (a) neither the certificated employee nor the Association is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator; and (b) the court appearance is somehow connected with the certificated employee's employment or school activities (for example, where the certificated employee is required to appear as a witness in a lawsuit by a student for personal injuries which occurred in a school activity or where the certificated employee is subpoenaed to be a witness in a child custody litigation).

10.04.3 Such leave shall not be deducted from the certificated employee's sick leave or personal leave, except that a teacher may use his or her personal leave for an absence required by court subpoena that does not come within the terms of Section 10.04.2. Personal leave in such circumstances may be used before or after a holiday or vacation period.

10.05 **Assault Leave:**

10.05.1 An employee who suffers a personal injury or psychological trauma that is caused by an assault while performing job duties required by the Board, may be granted assault leave for up to ten (10) days per school year provided the employee is not eligible for worker's compensation or disability retirement.

10.05.2 The employee must furnish a signed statement to receive assault leave. Falsification of said statement is grounds for suspension and termination of employment. A statement from a licensed physician/licensed psychiatrist must also be provided stating the nature of the physical injury or psychological trauma and the estimated length of time the employee is unable to work. The Board may require a second medical examination by a physician of its choice and shall bear all costs involved.

10.05.3 Use of assault leave shall not result in loss of pay and shall not be deducted from sick leave or personal leave.

10.05.4 The assaulted employee will notify the building principal and cooperate with any investigation. The Board acknowledges the right of any employee to file charges against any student, parent, guardian, or other person who assaults, threatens, menaces or harasses the employee or who vandalizes the employee's real or personal property.

10.06 **Unpaid Leave of Absence:**

10.06.1 Upon the written request of a certificated employee who has exhausted his or her accumulated sick leave, supported with satisfactory evidence from a physician to justify the leave, the Board shall grant an unpaid leave of absence because of physical or mental disability. The leave may be for an indefinite period of time not to exceed two years, or for a definite period of time not to exceed two years. The leave may be renewed upon the certificated employee's request, not to exceed two years. A certificated employee who has been granted an indefinite leave of absence for reason of physical or mental disability shall be returned to active status upon 30 days' prior notice to the Board and doctor's certification of ability to return to active service.

10.06.2 A teacher who has completed five or more continuous school years of service in the Wapakoneta City School District, upon written request with an explanation of the reason for the leave, shall be granted a leave of absence without pay for personal or educational reason, which shall include sabbatical leave but shall not include starting or participating in a business or other venture for personal gain, other employment, attempts to get or search for other employment, education or preparation for another career, family transfer, or reasons of like nature. Such leave may not exceed three semesters and shall begin and end at the beginning or end of a semester. The beginning of such leave shall be scheduled to create the least disruption to the educational program. Such written request shall be approved only if a certificated replacement is available for the position being vacated by leave of absence.

10.06.3 For purposes of seniority, a teacher on a leave of absence shall not advance in seniority but said teacher's continuity of service shall not be disrupted. A teacher shall not be given experience credit on the salary schedule for the period of such leave. Each certificated employee on leave of absence shall declare in writing to the Superintendent by the later of April 15 or November 15 immediately prior to the expiration of such leave as to his or her intention of returning to service, except leave so designated in Section 10.06.1 and 10.06.2. Failure of the certificated employee to supply a statement of intent by such date shall be deemed an abandonment of his/her contract of employment and all rights and privileges of employment are thereupon extinguished.

10.06.4 A teacher on leave of absence shall be permitted to purchase, at no cost to the Board of Education, insurance benefits that are provided by the Board of Education to their teachers. A teacher on leave of absence shall reimburse the Board of Education for any contribution the employer is required to make to the S.T.R.S. on behalf of such teacher for the term of such leave if such teacher opts to contribute to the S.T.R.S. for the period of such leave.

10.06.5 A teacher returning from a leave of absence shall be restored to a comparable teaching position for which such teacher is certificated. For the purpose of this section, "comparable teaching position" shall mean assignment within the grade groupings held immediately prior to the leave of absence. Grade groupings are as follows: Primary (K-2); Intermediate (3-5); Middle School (6-8); and High School (9-12).

10.07 **Dock Days/Deduct Days**

Dock days must be requested in writing to the Superintendent at least 24 hours in advance. These days should only be used in emergencies and on a limited basis. The Superintendent will have the opportunity to approve or deny the request, taking the details into consideration. If granted, the employee will forgo their wages, cover the Board's share of their insurances, and pay the substitute costs for their absence. If the employee serves in a position for which no substitute is needed, the employee will still be charged the cost of a substitute as set by board policy.

a. In the case of maternity leave, the birthing parent utilizing dock/deduct days will forgo their wages and cover the Board's share of their insurance, but will not be required to pay the cost of a substitute as set by board policy.

ARTICLE 11 – SALARIES AND REIMBURSEMENTS

11.01.1 The Wapakoneta Board of Education and the Wapakoneta Education Association agree to a three-year contract. The salaries will be structured on the base salaries below. The Board of Education shall not give the teachers a written annual salary notice.

Year	BA-0 Base Salary	Percentage Increase
2026-2027	$46,492.00	3%
2027-2028	$47,887.00	3%
2028-2029	$49,324.00	3%

11.01.2 A teacher will receive a year's service credit on the salary schedule only for each school year in which the teacher actually worked at least 120 days (including regularly scheduled partial days) under regular contract as a full-time or regular part-time teacher in a school for which the Ohio Department of Education recognizes service credit. If a part-time teacher does not work at least 120 days in a school year, the teacher shall receive one year's experience credit if he or she does work on a regularly scheduled basis throughout the school year.

11.01.3 Teachers may submit transcripts verifying the completion of additional coursework or a degree. Adjustments on the salary schedule will be made on the first school day of January, April 30 and August 31 based on transcripts or grade slips received.

11.01.4 Teachers who are teaching College Credit Plus courses shall be paid Three Hundred Fifty Dollars ($350) for each unique semester credit hour taught. The Administration shall have discretion on assigning College Credit Plus courses.

11.01.5 Compensation for College Credit Plus courses shall be reduced if the teacher of record is absent in excess of seven (7) classes per semester (sick, personal, dock), excluding professional leave days. Teachers who are absent eight (8) classes per semester will be paid $300 per semester hour. Teachers who are absent nine (9) classes per semester will be paid $275 per semester hour. Teachers who are absent ten (10) classes per semester will be paid $250 per semester hour. Compensation for College Credit Plus courses shall cease if the teacher of record is absent in excess of ten (10) classes per semester. The teachers who teach College Credit Plus courses will sign off on this language prior to teaching the course.

11.01.6 Bargaining unit members at the High School shall have the option to submit an online elective course proposal in English, Math, Science, Social Studies, or other by January 31 of each year. Such submittals shall be submitted in writing to the building principal.

a. If a bargaining unit member's submission is accepted for development by the Principal, the bargaining unit member must develop the 18 week (semester) online elective course on or before August 1 of each year. Once the Principal confirms in writing that the developed online elective course has been completed and is ready for use by students, a one-time stipend of $1,000.00 shall be paid within 30 days of the Principal's confirmation.

b. Bargaining unit members who receive the one-time stipend shall be responsible for monitoring student progress in the online course and providing each student with a grade.

c. In addition to the one-time stipend, each bargaining unit member who has successfully developed an online elective course and completed the responsibilities shall receive the amount of $125.00 for each student who completes his/her online elective course each school year, up to a maximum number of students to be determined by the high school administration for each school year for each online elective course.

d. Bargaining unit members shall be required to update the online elective course that they developed on or before June 1 of each year. Once the Principal confirms in writing that the developed online elective course has been successfully updated and is ready for use by students, a one-time stipend of $500.00 shall be paid within 30 days of the Principal's confirmation.

e. Any bargaining unit member who performs the duties in Sections c or d of this article because the bargaining unit member who developed the online elective course is unable to complete those duties shall be entitled to the payments specified in those Sections on a prorated basis.

f. All courses and intellectual property developed shall be considered the property of the Board. Each bargaining unit member who develops an online course shall be required to sign an acknowledgment and assignment agreement confirming such ownership by the Board.

11.02 **Supplemental Salary Schedule:**

11.02.1 Effective August 1st of each school year, the Wapakoneta City Board of Education shall pay for all positions functioning on the attached salary schedule at the stated percentage of the base salary.

11.02.2 Longevity Pay – A five percent (5%) bonus will be paid annually to any supplemental position that has provided Wapakoneta City Schools with a minimum of ten (10) years of supplemental service in that same program. The bonus will be paid on or before June 15.

11.02.3 Payment of supplemental salaries shall begin on the pay date immediately following onset of the service and continue in regular installments until the pay date immediately following termination of the service. However, it shall be the option of the employee to receive supplemental salary(ies) in a lump sum payment following completion of the service, and no later than June 15 of the school year in which the service was rendered, or to receive supplemental salary(ies) over 26 pay periods.

11.02.4 A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board.

11.02.5 Interviews shall be granted for all qualified applicants in the bargaining unit for any supplemental posting. Teachers shall be compensated for supplemental duties for which they are employed in accordance with the supplemental salary schedule in Article 22. The Board need not fill any or all positions listed on the schedule in any particular school year. Administration will notify the WEA president/co-presidents ten (10) days prior to issuance of supplemental contracts of its intentions not to have a specific supplemental position implemented. Vacant supplemental contracts shall be posted according to the guidelines of this contract. A

vacancy will occur if the person currently holding the supplemental position informs the Superintendent in writing that he/she wishes to resign the supplemental position, or if the administration notifies the contract holder in writing that the administration is not recommending that person to continue in that supplemental position. The Board need not bargain with the Association about the decision to create a new supplemental position. However, the Board must bargain about the salary for a new supplemental position, as well as the modification or consolidation of duties of an existing supplemental position(s).

11.02.6 Any supplemental contract subject to a formal written evaluation shall be done yearly within ten (10) school days of the conclusion of the duties of the contract and shall be kept on file for no less than three (3) years and shall be made available to the contract holder at the time of the evaluation.

11.03 **Conference Period Pay – Emergency Period Substitution:**

11.03.1 Compensation for planning period substitution shall be at the rate of Thirty-Five Dollars ($35.00) per planning period. Such compensation shall be in addition to the regular compensation for the staff member.

11.03.2 If an elementary special subject teacher (art, music, physical education) is not available and no substitute is available, the regular teacher(s) who assumes responsibility for class in lieu of planning time is/are eligible for period compensation. Planning time shall be defined as the time when professional staff members do not have assigned responsibility for teaching exclusive of the thirty (30) minutes duty free lunch.

11.04 **Tutor Compensation:**

Tutors shall be placed on the appropriate column of the salary schedule at step 0, 1, 2, 3, or 4 in accordance with their experience credit, but in no event higher than four (4) years' experience. Tutors shall be paid for every hour and for fractions thereof they are regularly scheduled to report for work.

11.05 **Mileage Reimbursement for Professional Travel:**

The rate of compensation for professional travel will be the IRS rate in effect on January 1 of the particular year. In the event that two or more personnel are traveling to the same meeting or conference, they must carpool. To facilitate carpooling, the Board will electronically post travel schedules weekly. If carpooling is not feasible, as determined by the Superintendent, each driver will be compensated for mileage. If carpooling is feasible and the drivers choose not to carpool, then the mileage compensation will be divided by the number of cars being driven, and the owners compensated at divided rate. Such mileage compensation shall be paid two weeks following the end of the semester during which the travel occurred.

11.06 **Continuing Education Assistance:**

11.06.1 Eligibility – All certificated employees of the Wapakoneta City School District, except the Superintendent, shall be eligible for participation in the professional growth program. Recipients must have degrees, proper certifications, and prior professional service in Wapakoneta Schools.

11.06.2 Staff members will be approved for reimbursement when working towards a Masters Degree. Individuals who are requested or required to obtain a new license, certification, or endorsement will also be eligible for tuition reimbursement. The Superintendent, at his/her sole discretion, may approve reimbursement for correspondence, online, or Internet courses that the staff member completes while working towards this degree, license, certification, or endorsement through an accredited university or college. The district will not reimburse for courses used to advance on the salary schedule, or for courses used for licensure renewal.

11.06.3 The teacher must pass with an average "B" grade or better, or if a pass/fail course, receive a passing grade to be eligible for reimbursement. The teacher must teach in Wapakoneta Schools the year following receiving this credit to be eligible to receive payment. The maximum number of quarter hours to be included under this policy shall be eighteen (18) quarter hours or twelve (12) semester hours from June 1 to June 1 of any year. Grants will be awarded to those who qualify and receive tuition assistance from any other sources, but such grants will reimburse only the difference between the cost/credit hour and the amount of tuition assistance otherwise received. A leave of absence will not be granted for the purpose of graduate study.

11.06.4 Reimbursement – Reimbursement for qualifying courses shall be the lesser of cost, or $135 per semester or $90 per quarter hour. The Treasurer shall allocate a maximum of Thirty-Five Thousand Dollars ($35,000) for the school year. All requests for reimbursement for completed coursework must be submitted by June 1. If the aggregate amount of reimbursement requests exceed Thirty-Five Thousand Dollars ($35,000), the reimbursement amount per credit hour will be adjusted proportionately so that all teachers who make a timely request will receive reimbursement at the adjusted per credit rate. Reimbursement will be made by June 30.

11.06.5 If certificated employee does not work for the Board for the entire school year after the course work for which the certificated employee has been reimbursed, the Board shall be entitled to have the certificated employee refund the amount of reimbursement to it. The Board may set off such amount against any salary payment owing to the certificated employee at the time he or she separates from the Board's employment prior to completion of the school year.

11.06.6 The Board shall provide an opportunity for teachers to earn up to twenty (20) contact hours at no cost to the teacher. This benefit is contingent on sufficient participation (minimum 15 teachers) and must be provided between September 1 and March 31.

11.07 The Board of Education will provide certification assistance up to 18 graduate hours to staff members that are designated by the district to teach College Credit Plus classes in the high school building. The building principal will recommend to the superintendent staff members wanting to obtain certification to instruct College Credit Plus courses. The cost for the courses (18 hours) will be paid in full by the district upon approval of the Superintendent and completion of the required documents for College Credit Plus certification. Articles 11.06.3 and 11.06.5 will apply to the coursework and the employee.

11.08 The Board will pay $750 per year for each teacher who possesses and maintains National Board Certification for the life of the contract. Payment will occur by the second week of June, provided 120 days of service were worked in the current school year. The Board will reimburse each school psychologist and speech pathologist for the cost of national board certification, not to exceed $750.

ARTICLE 12 – SEVERANCE PAY

12.01 Any certificated employee with a minimum of ten (10) or more years of accumulated services with the state, any political subdivision of the state, or any combination thereof, shall, at the time of retirement, be paid for twenty-two percent (22%) of his or her accumulated and unused sick leave days (up to a maximum of 250) at the time of retirement.

12.02 The rate of pay for such conversion shall be the per diem rate of the annual salary as determined by the salary schedule, including supplemental contracts (excluding supplemental longevity pay), in effect at the time of retirement. The per diem rate shall be computed by dividing the annual salary of the teacher by the number of days of regular required duty.

12.03 A teacher shall be deemed to have "retired" when he or she has been approved for service retirement by the Board of the State Teachers Retirement System or has been determined to be qualified for disability retirement by a physician or physicians appointed by the STRS. The teacher must notify the Treasurer in writing within 90 days of qualifying for disability retirement if the teacher does not want severance payment. If the teacher fails to so notify the Treasurer, payment will be made consistent with this agreement.

12.04 The Board of Education's obligation to provide any and all fringe benefits ceases on the date the teacher has been deemed to have "retired" regardless of whether the teacher is entitled to severance pay. A retiree's contract shall be paid in full in the next pay period following the effective retirement date.

12.05 Payment of severance pay shall be in a lump sum within sixty (60) days after the Board receives notice and written substantiation from the employee that he/she has actually retired, and is receiving benefits from, STRS. For individuals age 55 or older in the year of retirement, severance pay shall be made on behalf of a retired employee into a Board-approved 403(b) in accordance with IRS law. Such payment shall be made only once to any employee and shall extinguish all accumulated sick leave to the credit of such employee.

12.06 Any employee who meets the service requirements of the above division who dies while in the employ of the school district shall on the day preceding death be deemed to have terminated employment by means other than retirement, and payment of all severance pay shall be made in the manner prescribed in 2113.04 O.R.C.

ARTICLE 13 – INSURANCE

13.01 **Hospitalization/Major Medical Insurance:**

13.01.1 The Board shall purchase hospital-surgical/major medical insurance coverage for each certificated employee now or hereafter employed and his/her family, with coverage levels. During the term of this Agreement, coverage shall not change without the mutual written agreement of the parties.

13.01.2 The employer shall pay for full-time employees' premiums in accordance with the following:

Effective Date	Board Premium	Employee Premiums
A 2026-2027	93%	7%
B 2027-2028	93%	7%
C 2028-2029	93%	7%

For employees employed less than full-time but average 17 hours of work time or more per week, the employer shall pay fifty percent (50%) of the amount of the premium paid for full-time employees. Employees employed less than an average of 17 hours per week are not eligible for health insurance.

13.01.3 The Board will offer an additional insurance coverage, Option C, with terms as determined in the Board's sole discretion.

13.01.4 If the insurance consultant indicates the premiums will increase more than 8%, the Insurance Committee identified in Section 13.04 shall determine, by majority vote, what plan design changes to make to bring the premium funding increase in at 8% or below on or before October 31. Failure to make or bring in a premium increase at 8% or below will result in the

increase above 8% to be passed on to the employee by payroll deduction. This is in addition to the employee cost for the insurance.

13.02 **Section 125 Plan:**

The Board will provide an Internal Revenue Code Section 125 plan under which the employee's insurance contributions, non-reimbursable medical expenses, and child care expense allocations are covered consistent with applicable legal requirements.

13.03 **In Lieu Payment:**

13.03.1 Except for married couples employed by the District, full-time bargaining unit members and part-time members on a prorated basis who opt out of a school district hospitalization/major medical insurance plan for a contract year shall be paid $1,100 on or before December 31 beginning with the 2024 insurance year. Any person covered by the Board plan shall not be eligible for this payment. If an employee chooses to join the insurance plan after the enrollment period, they will receive a prorated amount determined by the Treasurer. If an employee chooses to retire or leave the district, their payment in lieu will be prorated. An employee who fails to complete the insurance open enrollment process by the deadline determined by the insurance provider will have $250 deducted from their December 31 payment. Exceptions can be made at the discretion of the Superintendent.

13.04 **Insurance Committee:**

The Superintendent, Treasurer, Payroll/Insurance (non-voting member), three people designated by the Association President, and two people designated by the Wapakoneta Classified Association will meet as needed to determine insurance consultants, review insurance data information, monitor rates, monitor customer service, make recommendations about insurance carriers, and to meet the requirements of Section 13.01.4. All committee members must vote with no abstentions permitted.

An observer from the WEA, WCA, and the BOE will be permitted to attend the meetings to learn the process/train, with no voting rights.

13.05 **Dental Insurance:**

13.05.1 The Board shall purchase employee and family dental insurance protection for each certificated employee now or hereinafter employed who is a member of the bargaining unit and shall pay eighty-five percent (85%).

13.05.2 The Board shall pay for employees employed less than full time but average 17 hours of work time or more per week an amount which is fifty percent (50%) of the amount paid for full-time employees. Employees employed less than an average of 17 hours per week are not eligible for dental insurance.

13.06 **Vision Coverage:**

The Board will offer the current vision plan to employees on a voluntary basis, and the Board will pay One Hundred Dollars ($100.00) of the annual premium toward this coverage.

13.07 **Life Insurance:**

The Board shall provide a $50,000 Term Life Insurance Policy for all professional staff members. Full-time professional staff members are defined as only those persons who have contracts to provide service five (5) or more days a week for the period of time covered by the adopted school year calendar and for the period of the school day adopted as a full school day in the building(s) to which the employee is assigned.

13.08 **Spousal Enrollment:**

13.08.1 If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

13.08.2 If an employee fails to complete the insurance open enrollment process by the deadline determined by the insurance provider, $250 will be deducted from their January HSA deposit.

13.08.3 Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

13.08.4 Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

13.08.5 If the employee submits false information the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

13.08.6 Each certificated staff member participating in the HDHP/HSA will have tax-exempt contributions deposited into an individual HSA to the following level: Family -- Two Thousand Five Hundred Dollars ($2,500.00); Employee Only – One Thousand Two Hundred Fifty Dollars ($1,250.00). Certificated staff members who are age 65 or older and enrolled in Medicare Part A and/or B will receive a lump sum payment based on the previous year's HSA enrollment. For those certificated staff members who are on an Employee Only plan or a Family plan, the amount will be equivalent to the HSA contribution plus tax deduction for their particular plan. This is due to the fact that federal law prohibits the depositing of money into an HSA once an employee reaches age 65 and enrolls in Medicare Part A and/or B.

13.08.7 Each full-time certified employee married to another full-time district employee that has not enrolled in their own health insurance plan will receive an additional $500 contribution to the primary insurer's HSA.

13.08.8 Deposits will be made on or before January 15 of each calendar year. If January 15 falls on a Saturday or Sunday, the deposit will be made by the next business day. The deposit may not be immediately available, due to bank processing.

13.08.9 Employees who begin work on or after July 1 will have their HSA contributions prorated. In addition, an employee who has a change in circumstances and enrolls in the HDHP/HSA program after the enrollment deadline will have their HSA contribution prorated.

13.08.10 Employees who decide to retire prior to the end of the school year will have a prorated amount deducted from their final pay. Similarly, employees who leave the district at any point during the insurance year will have a prorated amount deducted from their final pay. This prorated amount will be determined by the Treasurer.

ARTICLE 14 – RETIREMENT PROVISIONS

14.01 **STRS Board Pickup:**

The Wapakoneta Board of Education agrees with the Wapakoneta Education Association to pickup (assume and pay) contributions to the State Teachers Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

14.01.1 The amount to be picked-up and paid on behalf of each employee shall be the employee's required contribution to STRS. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the board.

14.01.2 The pick-up percentage shall apply uniformly to all members of the bargaining unit.

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

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

14.02 **Buy-Back of Qualifying STRS Credit:**

14.02.1 In accordance with STRS Amended Board rule 3307-1-28, the Board will pick-up teacher payments for purchasing service credit by payroll deduction. The employee's annual contribution shall be reduced by the amount picked-up and paid by the Board. This reduction is in addition to Section 14.01.

14.02.2 All employees purchasing credit by payroll deduction must participate in this tax-deferred program. The employee irrevocably agrees to continue payroll deductions until the purchase is complete or employment is terminated. The employee cannot elect to purchase part of the credit directly from STRS once pre-tax payroll deductions have commenced.

14.03 **Retirement Incentive:**

14.03.1 In addition to and separate from severance pay, any qualifying bargaining unit member who is eligible to retire with unreduced benefits through STRS shall receive Ten Thousand Dollars ($10,000), provided the bargaining unit member has at least twenty (20) years of service to the Wapakoneta City Schools, five (5) of which must be consecutive and in paid status immediately prior to retirement. It is the expressed intent of both the Board and the Association that teachers will be eligible for the retirement incentive payment under this program only once when the bargaining unit employee initially becomes eligible to retire with unreduced benefits under STRS.

14.03.2 To qualify for this incentive, a bargaining unit member who is eligible by June 30 for retirement under the State Teachers Retirement System (STRS) must give written notice to the Superintendent by no later than March 1 of the year he/she first becomes eligible for "retirement" under STRS. Retirement must be effective prior to the start of the succeeding school year.

14.03.3 A bargaining unit member who is eligible for "retirement" and misses the March 1 deadline forfeits his/her right to this incentive.

14.03.4 The school board will pay the incentive to qualifying bargaining unit members in one lump sum payment. Such payment shall be made no later than twelve (12) months following the effective date of separation.

14.03.5 A bargaining unit member shall demonstrate by appropriate documentary evidence that such member is eligible for retirement. Such documentary evidence may include a certificate or letter to that effect by STRS.

ARTICLE 15 – TEACHING CONDITIONS

15.01 **Calamity Days/School Delay:**

15.01.1 When inclement weather conditions appear to be severe enough to cause school closing or delay, school personnel are urged to monitor school email and telecommunication devices for emergency announcements. Such school closing or delay shall be system-wide for the District. Every effort will be made to provide school cancellation information to area radio, television, and telecommunications sources, prior to 6:30 a.m.

15.01.2 In the event of a system-wide school closure due to ice, snow, etc., the school faculty is not required to report. After five (5) calamity days, staff is required to report at the discretion of the Superintendent. When individual schools are forced to close due to such things as furnace malfunction, the faculty in that building shall not be required to report as usual for assignment.

15.01.3 When conditions necessitate a three-hour delay, the teachers will report at the two-hour delay scheduled time for up to three (3) times per school year. After five (5) calamity days have been exhausted, additional three (3) hour delays can occur at the discretion of the superintendent.

15.01.4 Any make-up days scheduled by the Board after schools have been closed due to weather or other calamity beyond the minimum number of hours required by the state shall be worked by teachers without additional compensation. When approaching five (5) calamity days, the superintendent and WEA leadership will convene to determine how best to make up any additional days for students and staff.

15.02 **Non-Teaching Duties:**

Every teacher will be furnished a schedule by the building principal stating his or her additional assignments. Such assignments shall be uniform from school to school and shall not include cafeteria duty. All other "non-teaching duties" will be divided equitably among all teachers as a part of their regular assignment. Extra-curricular assignments, which are compensated under the extra duty and/or responsibility schedule, will not excuse a teacher from any other duties that are needed to properly supervise the building during regular school hours. The Board of Education will attempt to keep a teacher's non-teaching duties to a minimum.

15.03 **Job Sharing:**

15.03.1 The job sharing must be approved by the building principal and Superintendent on a yearly basis.

15.03.2 Applicants for a job-sharing position shall have a minimum of three (3) years' teaching experience to qualify.

15.03.3 Teachers who want to job share must submit a written plan for approval to the building principal by March 1 of the preceding school year with the following elements:

a. The grade level, building, and subject to be shared.

b. The teachers who will be job sharing. No current staff member shall be required to job share.

c. The percentage of the regular full-time work day and exact time schedule each participant proposes to be present on the site, plus teaching schedule.

15.03.4 A job-sharing plan will be in effect for a full school year.

15.03.5 The job-sharing teachers will jointly develop teaching methods and techniques, and grading practices that ensure consistency and compatibility of the program.

15.03.6 All negotiated benefits shall be split according to the percentage of a regular full-time workday served by the participant. The costs of job sharing a position shall not exceed the cost of one full-time equivalent position.

15.03.7 Participants shall acquire seniority credit for layoff and salary schedule placement purposes on a proportionate basis; for example, one half-time service provides one-half credit.

15.03.8 Job-sharing teachers shall be considered for contract status, evaluation, and layoff on the same basis as other teachers.

15.03.9 Each participant must attend all contractually required duties that are required of a full-time teacher (e.g., open house, parent conferences, and faculty meetings).

15.03.10 The Superintendent must be notified by March 1 of each year as to whether the participants wish to continue in the present arrangement or return to full-time contract status.

15.03.11 The participant who wants to return to full-time contract status will be assigned to the first available full-time comparable teaching position for which that teacher is certificated. For the purpose of this section, "comparable teaching position" means assignment within the teacher's current grade grouping. Grade groupings are as follows: Primary (K-2); Intermediate (3-5); Middle School (6-8); and High School (9-12). Such an available position shall not be considered a vacancy under Section 5.04. If there are not enough full-time comparable teaching positions available, then the available position(s) will be filled based on greatest seniority. Teachers who cannot get a full-time comparable teaching position may apply for a Vacancy consistent with Section 5.04. If both job-sharing participants have not been offered a full-time position by June 30, then the participants must continue in the job-sharing for one more school year.

15.03.12 There shall be no more than three (3) job-sharing teams per school year.

15.04 **Professional Development – Inservice:**

15.04.1 An ad hoc committee composed of the Superintendent, or his designated representative, the Association President/Co-Presidents, or his designated representative, and one (1) teacher representative from each building shall meet prior to February 15. The teacher representatives and the date of the first meeting shall be mutually agreed to by the Superintendent, or his designated representative, and the Association President/Co-Presidents, or his designated representative.

15.04.2 It shall be the purpose of this committee to study and prepare recommendations concerning In-Service Training for Wapakoneta City School District personnel during the school year. This committee shall submit its recommendations to the Superintendent no later than April 1. If approved by the Superintendent, the Association President/Co-Presidents shall be informed in writing of the intention to implement the recommendations during the next school year. The revised In-Service Training Program shall be implemented by the In-Service Committee selected for the next school year.

15.05 **Substitution:**

The Board agrees at all times to maintain a list of substitute teachers. Professional staff members shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a professional staff member has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

15.06 **Emergency Period Substitutes:**

In the event regular substitutes are not available, secondary professional staff members may volunteer to serve as period substitutes during their regularly scheduled planning periods.

15.06.1 Requests for period substitutions shall be made as far ahead as possible.

15.06.2 Substitution shall be made within the professional staff member's department when possible.

15.06.3 Period substitutes shall be as equally distributed among professional staff members desiring substitution as possible.

15.06.4 In the event no voluntary period substitutes are available, the principal may require a professional staff member to serve as a period substitute so as to provide coverage of all classes.

15.06.5 Period substitutes will be solicited prior to the assignment of such classes to study halls or library.

15.06.6 If an elementary special subject teacher (art, music, physical education) is not available and no substitute is available, the regular teacher(s) who assume(s) responsibility for a class in lieu of planning time is/are eligible for period compensation. Planning time shall be defined as the time when professional staff members do not have assigned responsibility for teaching exclusive of the thirty (30) minutes duty-free lunch.

15.07 **Curriculum Review:**

Every effort will be made to assess curriculum materials annually and provide materials as necessary per current standards and class size with implementation in the following school year. Such review shall be conducted by a committee of teachers knowledgeable in the area of study involved, appointed by the Association and shall include at least one appropriate member of the administrative staff. The review committee shall be under the direction of the Superintendent or his/her designated representative.

15.08 **Department and/or Classroom Budgets:**

15.08.1 Proposed supply and equipment requisitions will be established for each school building through cooperative actions of the teachers, department heads and the principal in charge. A meeting of the department heads/grade level teachers and the principal in charge will be held no later than the first Friday of April to turn in department/grade level requests consisting of instructional materials and supplies or audio-visual software and hardware. A copy of the requisitions (prioritized) completed by the department heads/grade level teachers, will be given to the principal.

15.08.2 If substitutions of teacher-ordered equipment, material or supplies are to be made, the appropriate teacher(s) will be consulted prior to the placement of such substitute order.

15.08.3 The Board of Education recognizes the need to upgrade audio-visual hardware and software, instructional aids and supplies and textbooks and the Board shall improve and upgrade each of these items.

15.09 **Teaching Load:**

15.09.1 Number of preparations – In the middle and high schools where there is more than one teacher in a department, the teachers in the department shall have a maximum of four (4) preparations per day. In the middle and high schools where there is more than one teacher in the art department and more than one teacher in the music department, the teachers in the art and music departments shall have a maximum of five (5) preparations per day. For the purpose of this subsection, a preparation shall be defined as:

a. One subject matter (course title-name of class). Example: Biology I, Biology II, Advanced Biology.

b. One level of subject matter. Example: Honors Biology, Advanced Biology, Regular Biology, Basic Biology. Any level for which separate lesson plans are required and available.

c. One unit plan – Syllabus, semester course of study, year course of study, textbook, different lab materials, printed materials.

15.09.2 Two classes taught at the same time, in the same room, by the same teacher, will be considered two preparations.

15.09.3 The above requirements may be waived with the permission of the individual teacher. The permission shall be in writing and signed by teacher and principal. The WEA will receive a copy of MOU's signed by teachers.

15.09.4 Preparation and Conference Time – The Wapakoneta City Board of Education will strive to equalize the duties of all staff members to permit as much conference time as possible. This time shall be in addition to art, music, physical education, or any additional special(s) periods provided in the elementary schools.

15.09.5 Elementary planning and conference time will be allocated either for a minimum thirty (30) minute block during the student day and forty (40) minutes outside the school day or a forty (40) minute block during the student day and thirty (30) minutes outside the school day. The building level principal may schedule up to two (2) building meetings or department/grade level meetings per month during this planning/conference time.

15.09.6 The secondary staff members will be provided with conference time consistent with minimum standards for Ohio high schools of one preparation period of at least 43 minutes duration.

15.09.7 One (1) association representative from each building, appointed by the WEA President/Co-Presidents, will meet with board representatives prior to each school year to assess the effectiveness of this procedure.

15.10 **Conference Time:**

All K-12 teachers will be provided two (2) days of conference time, which will be scheduled on the school calendar. All kindergarten teachers will be provided one (1) additional day of conference time, which will be scheduled on the school calendar. Teachers of special education classes and speech pathologists will be provided two (2) additional days of conference time for IEP conferences as scheduled by the Superintendent's designee.

15.11 **Lunch Period for Teachers:**

Each teacher employed by the Wapakoneta Board of Education shall be granted at least thirty (30) minutes for lunch each school day during which time he/she shall not be required to perform any school activity. The granting of the lunch period to teachers shall not be cause for lengthening of the school day. To assure teachers receive the thirty (30) minutes under the contract, cafeteria space is to be open and monitored on each instructional day.

15.12 **Class Size:**

15.12.1 The ratio of teachers to pupils on a district-wide basis shall be at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with Section 3317.02 and 3317.023 of the Ohio Revised Code.

15.12.2 In addition to the above class size requirement, effective September 1, 1983, the ratio of teachers to pupils in kindergarten on a district-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Ohio Revised Code.

15.12.3 In addition to the above class size requirement, effective September 1, 1984, the ratio of teachers to pupils in kindergarten through grade four on a district-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Ohio Revised Code.

15.12.4 The Board shall make reasonable efforts to avoid wide disparities in class sizes from building to building (grades 1-5). In doing so the Board ordinarily will avoid reassignment of a pupil from a building with lower class sizes to a building with greater class sizes at the particular grade level.

15.13 **School Calendar:**

The Superintendent of the Wapakoneta Schools shall appoint two (2) administrators and one WCA representative, and the President/Co-Presidents of the Wapakoneta Education Association shall appoint three (3) members to a committee to develop a school calendar on or before October 1st of each year during the term of this contract for presentation to the Board of Education for its consideration. The calendar which receives the greatest number of votes shall be that which is recommended to the Board. If agreement is not reached on the calendar by the committee, the Association and the school administration shall make separate recommendations to the Board. Once adopted by the Board, all make-up calamity days initially approved by the Board will be binding for that school year. All other amendments to the school calendar shall be made only upon written notice to the President/Co-presidents of the Association.

15.14 **Work Year and Work Day:**

15.14.1 The regular teacher work year shall consist of 183 days, inclusive of 180 days of student attendance, WOEA Day, and two in-service days. WOEA Day is intended to be used for professional development. The Board reserves the right to change the schedule by lowering the number of student days and increasing the number of professional development days, not to exceed three (3) days, so long as the District remains in compliance with Ohio law. The two in-service days shall include one-half (1/2) day immediately prior to the first day of classes, one-half (1/2) day immediately following the last day of classes for purposes of classroom closure, one-half (1/2) day at semester break for purpose of records, and another one-half (1/2) day as scheduled by the Board. For the one-half day immediately following the last day of classes, bargaining unit members, at the discretion of the principal, may work their half day at the conclusion of the students' last scheduled day or the next calendar or work day following the students' last day of classes.

a. Six contact hours of professional development between June 1 through May 31 may annually be substituted for WOEA Day with the certificates of attendance provided as documentation by May 31 of that school year. Acceptable staff development includes the following, but is not limited to: college classes, Wapakoneta City Schools after-school training, building book studies, and seminars outside of the school day. Contact hours issued for district committee meetings, paid professional leave, or Association meetings will not be considered for this provision. Association members attending WOEA Day events shall provide certificates of attendance for a minimum of four

contact hours. Staff members who do not achieve six hours of staff development outside of WOEA Day shall have their salaries reduced proportionately, based on their per diem rate, by the second pay in June.

b. The Wapakoneta City School Board of Education will provide the Wapakoneta Education Association with an itemized listing of all Special Education Meetings and Special Education Training Sessions that indicate WOEA Day Credit Hours no later than September 15th of each school year or at another date that is mutually agreed upon by both parties.

c. The Wapakoneta City School Board of Education will guarantee a minimum of three (3) WOEA Day Credit hours each school year for Special Education meetings/trainings and provide a certificate for each meeting/training session attended.

15.14.2 The regular on-duty teacher work day shall not exceed 7 hours and 25 minutes, inclusive of at least one-half hour duty-free for lunch, which hours must be scheduled between 7:30 a.m. and 3:40 p.m., except for when the school day is extended due to weather, as outlined in 15.01.3. Nothing in this Article precludes required attendance of teachers outside the regular on-duty day to meet professional obligations such as open house, parent conferences, and attendance at mandatory faculty meetings.

15.14.3 Mandatory faculty meetings scheduled outside the regular on-duty day will be held no more than two times per school year for purposes of staff development. Teachers will receive notification of the schedule for mandatory faculty meetings prior to the conclusion of the previous school year. All mandatory faculty meetings will last no later than 4:00 p.m. Each teacher who attends the mandatory faculty meetings outside of the regular teacher work day will receive one contact hour of professional development for each meeting attended that will be applied toward the six contact hours requirement under Section 15.14.1(a) above. Additional faculty meetings may be held outside the regular on-duty day in exigent circumstances (e.g., to address health and safety issues, student or staff deaths) and these meetings will be voluntary. The Board will offer an additional seven (7) hours of voluntary professional development during each school year which may be applied toward WOEA day credit. All Wapakoneta City School Special Education Department meetings will be voluntary.

15.14.4 When the student day is delayed because of inclement weather, the regular on-duty teacher work day shall be delayed by the same number of minutes without loss of pay or paid benefits.

15.15 **Policy Handbook:**

15.15.1 A copy of the complete Board of Education policy handbook, along with changes and updated material, shall be available on the District's website.

15.15.2 Upon written request of the Association President/Co-presidents by April 1, three W.E.A. representatives shall meet with the administration to discuss suggestions for updating the board policy handbook and any problems in the handbook which either party perceives.

15.16 **Employee Mentor Teacher:**

15.16.1 New employees shall receive an orientation to practices and procedures within the district in a meeting preceding the opening of the school year. All employee mentors will be selected by the administration, in cooperation with the staff.

15.16.2 The employee mentor referenced above shall assist the new employee to understand the best teaching practices and the workings of the school district. This mentor shall meet weekly with the new employee and attend all mentor training sessions. Said mentor shall receive a stipend of $600.00 to be paid in the last pay in May.

15.16.3 Employees new to the district or employees transferred to a new subject area, new grade level, or different classification may receive the services of a mentor in the same department or grade level, if at all possible, who will serve to assist them in becoming familiar with their changed situation. Said mentor shall receive a stipend of $150 to be paid in the last pay in May.

15.16.4 Mentors shall provide regular feedback to the employee and shall not be used to evaluate the employee or to be a part of the evaluation process or to be used in place of regular evaluation procedures. Communications between the mentor and the mentee will be confidential except as the mentor and/or mentee determines such communication shall not be kept confidential. (This sentence is in effect for the life of the contract.)
Assignment to mentoring positions shall be voluntary, with no prejudice for a refusal to assume the position and no reprisals against the mentor if the mentee fails to overcome noted deficiencies.

15.17 **Inclusion:**

15.17.1 K through 4th grade inclusion teachers will be paid one hundred dollars ($100) per school year for each regular IEP student and/or 504 students with academic goals in their class to compensate for additional responsibilities. The special education director, building administrator, and intervention specialist will review the teacher-approved list of IEP/504 students with academic goals. This amount will be prorated based on when the student is enrolled in the classroom. This will be done quarter by quarter. Whole year = $100, 3 quarters = $75, 2 quarters = $50, and 1 quarter = $25. Middle

school (grades 5-7) teachers on the designated inclusion team (with IEP students) will be paid five hundred dollars ($500) per teacher per school year. High school (grades 8-12) teachers who spend 100% of the day teaching inclusion classes with a paraeducator or intervention specialist will be paid five hundred dollars ($500) per school year. Payment will be made by June 30.

15.17.2 Preschool through 12th grade intervention specialists, psychologists, and speech pathologists will be paid $750 per school year to compensate for additional responsibilities. Payment in full will be made by the final paycheck of the school year.

15.17.3 At the recommendation of the building principal to the Superintendent, bargaining unit members involved in inclusion will be offered additional professional leave days for training. The assignment of special education students will be rotated among teachers or teachers' teams as determined appropriate by the building principal. After three (3) years of working in an inclusion setting, the general education teacher can submit a written request by February 15 to the building principal to be considered for a non-inclusion setting.

ARTICLE 16 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

16.01 The LPDC will consist of five voting members – three teacher members and two administrators. The administrative representatives will be one from the secondary level and one from the elementary level. Bargaining unit representatives will be those persons determined by the procedures in the Constitution/Bylaws of the bargaining unit.

16.02 The LPDC will establish guidelines of acceptable professional development activities, procedures, timelines for submitting professional development plans, and voting procedures for the LPDC for plan approval.

16.03 The committee will meet a minimum of three times per year (after school hours and with at least one meeting taking place between June 15 and June 30). The chair will be paid an $800 stipend per year, and the remaining members will be paid a $400 stipend per year. (This would include any individual building meeting or district-wide meetings to inform all certified employees of LPDC requirements and/or changes.)

16.04 The LPDC members may be afforded professional development opportunities such as training and workshops. The Superintendent will review and approve the request using guidelines of the negotiated agreement. Monies for training will come from the district's professional development budget.

16.05 The Association President/Co-Presidents and the Superintendent shall monitor the WLPDC on an ongoing basis.

16.06 The LPDC has no authority to revise, change, delete, or modify any article or section of the negotiated master agreement in effect between the Wapakoneta Education Association and the Wapakoneta City Board of Education.

16.07 Bargaining unit members who possess permanent certificates are exempt from the policies and procedures of the LPDC (as per statute).

16.08 The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files, IPDPs and any other work requiring storage and/or file space. The LPDC shall be provided with secretarial support.

16.09 Individual professional development plans/goals will not be a part of the evaluation process.

16.10 The LPDC shall determine its own appeals procedure.

16.11 The LPDC appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement.

ARTICLE 17 – HIRING OF RETIRED TEACHERS

17.01 If any retired teacher is hired by the Wapakoneta City Board of Education, the teacher will receive zero (0) experience at their current educational degree level, and the contract will be a one-year limited contract (automatically expiring at the end of the school year. Said contract shall be exempt from ORC 3319.11 and 3319.111 and applicable provisions of the collective bargaining agreement.)

17.02 The Board of Education will follow the current law regarding retirement contributions. Retirement constitutes a break in service to Wapakoneta City Schools for the purpose of severance, service credit, and Reduction in Force (The teacher begins again at 0 years of service).

17.03 A teacher shall be deemed "retired" under this agreement when he or she has been approved for service retirement by the State Teachers' Retirement System.

17.04 Any faculty member who is retired, rehired prior to the executed date of this Agreement is exempt.

ARTICLE 18 – MANAGEMENT RIGHTS

18.01 Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the administration, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio, including by way of illustration management's right to: determine

matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate teachers; maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate teachers for just cause; lay off, transfer, promote, or retain teachers; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; determine instructional hours for pupils; and direct, assign and schedule pupils.

18.02 The Board may make decisions in the exercise of its management rights without bargaining with the Association, but the Board is obligated to bargain about the effect(s) of management's decisions on the wages, hours and terms and conditions of employment of teachers, prior to implementation, including but not limited to non-traditional instruction and privatization. Nothing herein shall preclude the board from implementation, provided the board bargained in good faith to reach a resolution.

ARTICLE 19 – CONTRARY TO LAW

19.01 Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon written request of the other, within 30 days begin to negotiate in good faith regarding any necessary change in this Agreement or within such time as the parties mutually agree.

ARTICLE 20 – NON-DISCRIMINATION IN EMPLOYMENT

20.01 There shall be no employment discrimination of any kind against any person because of membership or lack of membership in the Association; because of such person's activities on behalf of the Association; or because of such person's race, color, creed, religion, national origin, age, disability or sex, as prohibited by law.

ARTICLE 21 – SALARY SCHEDULE

21.01 WEA Salary Schedule

Wapakoneta City Schools
WEA --- Salary Schedule (3%)
2026-27

Step	Bachelor	Bach+150	Master	Master+9	Master+18	Master+30
0	**46,492**	**48,352**	**51,141**	**51,834**	**52,527**	**53,219**
	1	1.04	1.1	1.1149	1.1298	1.1447
1	**48,538**	**50,630**	**53,652**	**54,382**	**55,074**	**55,767**
	1.044	1.089	1.154	1.1697	1.1846	1.1995
2	**50,583**	**52,908**	**56,162**	**56,929**	**57,622**	**58,315**
	1.088	1.138	1.208	1.2245	1.2394	1.2543
3	**52,629**	**55,186**	**58,673**	**59,477**	**60,170**	**60,863**
	1.132	1.187	1.262	1.2793	1.2942	1.3091
4	**54,675**	**57,464**	**61,183**	**62,025**	**62,718**	**63,410**
	1.176	1.236	1.316	1.3341	1.349	1.3639
5	**56,720**	**59,742**	**63,694**	**64,573**	**65,265**	**65,958**
	1.22	1.285	1.37	1.3889	1.4038	1.4187
6	**58,766**	**62,020**	**66,205**	**67,121**	**67,813**	**68,506**
	1.264	1.334	1.424	1.4437	1.4586	1.4735
7	**60,812**	**64,298**	**68,715**	**69,668**	**70,361**	**71,054**
	1.308	1.383	1.478	1.4985	1.5134	1.5283
8	**62,857**	**66,577**	**71,226**	**72,216**	**72,909**	**73,601**
	1.352	1.432	1.532	1.5533	1.5682	1.5831
9	**64,903**	**68,855**	**73,736**	**74,764**	**75,457**	**76,149**
	1.396	1.481	1.586	1.6081	1.623	1.6379
10	**66,948**	**71,133**	**76,247**	**77,312**	**78,004**	**78,697**
	1.44	1.53	1.64	1.6629	1.6778	1.6927
11	**68,994**	**73,411**	**78,757**	**79,859**	**80,552**	**81,245**
	1.484	1.579	1.694	1.7177	1.7326	1.7475
12	**71,040**	**75,689**	**81,268**	**82,407**	**83,100**	**83,793**
	1.528	1.628	1.748	1.7725	1.7874	1.8023
15	**73,085**	**77,967**	**83,779**	**84,955**	**85,648**	**86,340**
	1.572	1.677	1.802	1.8273	1.8422	1.8571
18	**75,131**	**80,245**	**86,289**	**87,503**	**88,195**	**88,888**
	1.616	1.726	1.856	1.8821	1.897	1.9119
20	**77,177**	**82,523**	**88,800**	**90,055**	**90,752**	**91,436**
	1.66	1.775	1.91	1.937	1.952	1.9667
25	**78,334**	**83,760**	**90,134**	**91,408**	**92,115**	**92,807**
	1.6849	1.8016	1.9387	1.9661	1.9813	1.9962
28	**80,380**	**86,038**	**92,645**	**93,956**	**94,662**	**95,355**
	1.7289	1.8506	1.9927	2.0209	2.0361	2.051

Wapakoneta City Schools
WEA --- Salary Schedule (3%)
2027-28

Step	Bachelor	Bach+150	Master	Master+9	Master+18	Master+30
0	**47,887**	**49,802**	**52,676**	**53,389**	**54,103**	**54,816**
	1	1.04	1.1	1.1149	1.1298	1.1447
1	**49,994**	**52,149**	**55,262**	**56,013**	**56,727**	**57,440**
	1.044	1.089	1.154	1.1697	1.1846	1.1995
2	**52,101**	**54,495**	**57,847**	**58,638**	**59,351**	**60,065**
	1.088	1.138	1.208	1.2245	1.2394	1.2543
3	**54,208**	**56,842**	**60,433**	**61,262**	**61,975**	**62,689**
	1.132	1.187	1.262	1.2793	1.2942	1.3091
4	**56,315**	**59,188**	**63,019**	**63,886**	**64,600**	**65,313**
	1.176	1.236	1.316	1.3341	1.349	1.3639
5	**58,422**	**61,535**	**65,605**	**66,510**	**67,224**	**67,937**
	1.22	1.285	1.37	1.3889	1.4038	1.4187
6	**60,529**	**63,881**	**68,191**	**69,134**	**69,848**	**70,561**
	1.264	1.334	1.424	1.4437	1.4586	1.4735
7	**62,636**	**66,228**	**70,777**	**71,759**	**72,472**	**73,186**
	1.308	1.383	1.478	1.4985	1.5134	1.5283
8	**64,743**	**68,574**	**73,363**	**74,383**	**75,096**	**75,810**
	1.352	1.432	1.532	1.5533	1.5682	1.5831
9	**66,850**	**70,921**	**75,949**	**77,007**	**77,721**	**78,434**
	1.396	1.481	1.586	1.6081	1.623	1.6379
10	**68,957**	**73,267**	**78,535**	**79,631**	**80,345**	**81,058**
	1.44	1.53	1.64	1.6629	1.6778	1.6927
11	**71,064**	**75,614**	**81,121**	**82,255**	**82,969**	**83,683**
	1.484	1.579	1.694	1.7177	1.7326	1.7475
12	**73,171**	**77,960**	**83,706**	**84,880**	**85,593**	**86,307**
	1.528	1.628	1.748	1.7725	1.7874	1.8023
15	**75,278**	**80,306**	**86,292**	**87,504**	**88,217**	**88,931**
	1.572	1.677	1.802	1.8273	1.8422	1.8571
18	**77,385**	**82,653**	**88,878**	**90,128**	**90,842**	**91,555**
	1.616	1.726	1.856	1.8821	1.897	1.9119
20	**79,492**	**84,999**	**91,464**	**92,757**	**93,475**	**94,179**
	1.66	1.775	1.91	1.937	1.952	1.9667
25	**80,685**	**86,273**	**92,839**	**94,151**	**94,879**	**95,592**
	1.6849	1.8016	1.9387	1.9661	1.9813	1.9962
28	**82,792**	**88,620**	**95,424**	**96,775**	**97,503**	**98,216**
	1.7289	1.8506	1.9927	2.0209	2.0361	2.051

Wapakoneta City Schools
WEA --- Salary Schedule (3%)
2028-29

Step	Bachelor	Bach+150	Master	Master+9	Master+18	Master+30
0	**49,324**	**51,297**	**54,256**	**54,991**	**55,726**	**56,461**
	1	1.04	1.1	1.1149	1.1298	1.1447
1	**51,494**	**53,714**	**56,920**	**57,694**	**58,429**	**59,164**
	1.044	1.089	1.154	1.1697	1.1846	1.1995
2	**53,665**	**56,131**	**59,583**	**60,397**	**61,132**	**61,867**
	1.088	1.138	1.208	1.2245	1.2394	1.2543
3	**55,835**	**58,548**	**62,247**	**63,100**	**63,835**	**64,570**
	1.132	1.187	1.262	1.2793	1.2942	1.3091
4	**58,005**	**60,964**	**64,910**	**65,803**	**66,538**	**67,273**
	1.176	1.236	1.316	1.3341	1.349	1.3639
5	**60,175**	**63,381**	**67,574**	**68,506**	**69,241**	**69,976**
	1.22	1.285	1.37	1.3889	1.4038	1.4187
6	**62,346**	**65,798**	**70,237**	**71,209**	**71,944**	**72,679**
	1.264	1.334	1.424	1.4437	1.4586	1.4735
7	**64,516**	**68,215**	**72,901**	**73,912**	**74,647**	**75,382**
	1.308	1.383	1.478	1.4985	1.5134	1.5283
8	**66,686**	**70,632**	**75,564**	**76,615**	**77,350**	**78,085**
	1.352	1.432	1.532	1.5533	1.5682	1.5831
9	**68,856**	**73,049**	**78,228**	**79,318**	**80,053**	**80,788**
	1.396	1.481	1.586	1.6081	1.623	1.6379
10	**71,027**	**75,466**	**80,891**	**82,021**	**82,756**	**83,491**
	1.44	1.53	1.64	1.6629	1.6778	1.6927
11	**73,197**	**77,883**	**83,555**	**84,724**	**85,459**	**86,194**
	1.484	1.579	1.694	1.7177	1.7326	1.7475
12	**75,367**	**80,299**	**86,218**	**87,427**	**88,162**	**88,897**
	1.528	1.628	1.748	1.7725	1.7874	1.8023
15	**77,537**	**82,716**	**88,882**	**90,130**	**90,865**	**91,600**
	1.572	1.677	1.802	1.8273	1.8422	1.8571
18	**79,708**	**85,133**	**91,545**	**92,833**	**93,568**	**94,303**
	1.616	1.726	1.856	1.8821	1.897	1.9119
20	**81,878**	**87,550**	**94,209**	**95,541**	**96,280**	**97,006**
	1.66	1.775	1.91	1.937	1.952	1.9667
25	**83,106**	**88,862**	**95,624**	**96,976**	**97,726**	**98,461**
	1.6849	1.8016	1.9387	1.9661	1.9813	1.9962
28	**85,276**	**91,279**	**98,288**	**99,679**	**100,429**	**101,164**
	1.7289	1.8506	1.9927	2.0209	2.0361	2.051

ARTICLE 22 – SUPPLEMENTAL SALARY SCHEDULE

		Years of Experience at Position			
		1	2	3	4
I.		.151	.166	.181	.195
	1. Head Basketball Coach and Program Coordinator (Boys)				
	2. Head Basketball Coach and Program Coordinator (Girls)				
	3. Head Football Coach and Program Coordinator				
	4. Yearbook Advisor				
	5. Instrumental Music – High School				
	6. Head Wrestling Coach and Program Coordinator (Boys)				
	7. Head Wrestling Coach and Program Coordinator (Girls)				
	8. Technology Coordinator I (3)				
	9. Athletic Supervisor				
II.		.120	.127	.137	.146
	1. Head Volleyball Coach and Program Coordinator				
	2. First Varsity Assistant Football (2)				
	3. Head Baseball Coach and Program Coordinator				
	4. Head Softball Coach and Program Coordinator				
	5. Head Track Coach and Program Coordinator (Boys)				
	6. Head Track Coach and Program Coordinator (Girls)				
	7. Varsity Assistant Basketball (Boys)				
	8. Varsity Assistant Basketball (Girls)				
	9. Head Soccer Coach and Program Coordinator (Boys)				
	10. Head Soccer Coach and Program Coordinator (Girls)				
	11. Head Cross Country Coach and Program Coordinator (Boys)				
	12. Head Cross Country Coach and Program Coordinator (Girls)				
	13. Performing Arts Center Coordinator				
	14. Show Choir (High School)				
	15. Assistant Instrumental Music Director (1)				
	16. Swimming Coach and Program Coordinator				
III.		.090	.098	.107	.117
	1. Basketball Assistant (Boys) (2)				
	2. Basketball Assistant (Girls) (2)				
	3. Football Assistant (5)				
	4. Track Assistant (3)				
	5. Baseball Assistant (3)				
	6. Softball Assistant (3)				
	7. Wrestling Assistant (Boys) (2)				
	8. Wrestling Assistant (Girls)				
	9. Volleyball Assistant (2)				
	10. Newspaper – High School				
	11. Instrumental Music – Middle School				
	12. Soccer Assistant (Boys) (2)				
	13. Soccer Assistant (Girls) (2)				
	14. Freshman Cheerleading Coach (football & basketball)				

	Years of Experience at Position			
	1	2	3	4
III. (continued)	.090	.098	.107	.117

15. Tennis Coach and Program Coordinator (Boys)
16. Tennis Coach and Program Coordinator (Girls)
17. Golf Coach and Program Coordinator (Boys)
18. Golf Coach and Program Coordinator (Girls)
19. Drama Advisor
20. Freshman Volleyball Coach
21. Girls Cross Country Assistant
22. Boys Cross Country Assistant

IV.	.068	.076	.081	.088

1. Basketball – Middle School (Boys) (2)
2. Basketball – Middle School (Girls) (2)
3. Football – Middle School (5)
4. Wrestling – Middle School (2)
5. Volleyball – Middle School (2)
6. Track Assistant – Middle School (4)
7. Student Senate – Senior High
8. Flag Corps
9. Football Cheerleading Coach (V/JV)
10. Basketball Cheerleading Coach (V/JV)
11. Swimming Assistant
12. Baseball (Grades 7 & 8) (2)
13. Softball (Grades 7 & 8) (2)
14. Musical – Senior High
15. Bowling (Boys)
16. Bowling (Girls)
17. Drumline
18. Winter Flagline
19. Robotics Club Advisor
20. Cheerleading Coach (Grades 7 & 8)
21. Cross Country – Middle School
22. Girls Golf Assistant
23. Boys Golf Assistant
24. Girls Tennis Assistant
25. Boys Tennis Assistant
26. Second Assistant Instrumental Music Director
27. eSports

V.	.044	.051	.059	.066

1. Junior Class Advisor
2. Yearbook Business Manager
3. Student Senate – Middle School
4. Power of the Pen

	Years of Experience at Position			
	1	2	3	4
V. (continued)	.044	.051	.059	.066

5. Video Productions Coordinator
6. Show Choir Assistant
7. Bowling Assistant (Boys)
8. Bowling Assistant (Girls)
9. Robotics Club Assistant Advisor
10. Drumline Assistant
11. Winter Flagline Assistant

VI.	.039	.046	.054	.061

1. French, Spanish Clubs
2. National Honor Society
3. Sophomore Class Advisor
4. Science Fair (MS and HS) (2)
5. Academic Team
6. Art Club
7. Department Heads (5)
8. Middle School Team Captains
9. Middle School Musical/Music Programs
10. Diving Coach
11. Weight Room (winter)
12. Octagon Club
13. Washington, D.C. Trip Coordinator

VII.	.024	.032	.039	.046

1. Senior Class Advisor
2. Elementary Band (summer instrumental)
3. Middle School Art Exhibit
4. Middle School Show Choir
5. Elementary Music Programs
6. Freshman Class Advisor
7. Show Choir Band
8. Redskin Revue
9. 8th Grade Class Advisor
10. Weight Room (summer)
11. Weight Room (spring)
12. 5th Grade Quiz Bowl
13. 6th Grade Quiz Bowl
14. 7th/8th Grade Quiz Bowl
15. Gatekeepers
16. Middle School Art Club
17. Band of Brothers (WMS)
18. Fellowship of Christian Athletes

Ratio coaches will be hired when necessary, as determined by the athletic director, and placed at the appropriate level on the supplemental salary schedule. At the middle school level, coaches will be added as needed at the appropriate level.

ARTICLE 23 – ACADEMIC FREEDOM

The teacher as a recognized professional may have the right and responsibility to choose those instructional methods he or she deems to be appropriate and effective with a given group of students. Choice of methods may not be considered an appropriate area for criticism in evaluation unless the evaluator can reasonably document the ineffectiveness of the methods with that group of students.

ARTICLE 24 – SEQUENCE OF CONTRACTS

24.01 **General** – The sequence for teachers employed under limited contracts shall be as follows, until such teacher is eligible for a continuing contract in accordance with this Agreement and Ohio Rev. Code 3319.11:

1st contract – 1-year contract
2nd contract – 1-year contract
3rd contract – 1-year contract
4th contract – 2-year contract
5th contract – 2-year contract

Each contract thereafter – 3-year contract, unless eligible for continuing contract

24.02 In the event a teacher is deemed to be having difficulties (as demonstrated by unfavorable evaluations), the Board may interrupt the sequence of contracts and offer a one-year limited contract to that employee. In the event the Board chooses to do this, the employee shall be given written areas which need improvement. At the end of such one-year limited contract, the Board shall either return the employee to the correct year in their sequence of contracts, grant an additional one (1) year contract, or take action to non-renew the employee in accordance with the terms of this agreement.

ARTICLE 25 – WORKING CONDITIONS

25.01 **Working Conditions:**

Certificated employees should bring their complaints about building conditions or maintenance to the attention of the building principal. If the problem persists, the certificated employee should bring the problem to the attention of a central office administrator.

ARTICLE 26 – THIRD GRADE READING GUARANTEE

Teachers required to receive a reading certification under the Third Grade Reading Guarantee shall receive full reimbursement for the cost of the first administration of the reading certification test adopted by the State Board of Education.

Any involuntarily transfers to meet the Third Grade Reading Guarantee legislation shall be in accordance with Article 5.03.

ARTICLE 27 – OHIO TEACHER EVALUATION SYSTEM (OTES) EVALUATION

This procedure applies to all teachers and counselors who are evaluated through OTES and OSCES. These individuals will be referred to as "employees" throughout the article.

27.01 **Purpose of Evaluation:**

The Wapakoneta Board of Education and the Wapakoneta Education Association acknowledge that the purpose of teacher/counselor evaluation is to serve as a tool to advance the professional development of teachers/counselors, to inform instruction, and to assist employees and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Employees will be given a copy of any class visit or evaluation report prepared by their supervisors and will have a conference to discuss the report. No such report will be submitted to the Central Office, placed in an employee's file, or otherwise acted upon without prior conference with the employee. The employee agrees to participate in conference(s) at a reasonable time.

Employee evaluation will be conducted in accordance with the Ohio Revised Code and Board-adopted policy. If a need should arise due to a change of law or action by the Ohio Department of Education, the Teacher Evaluation Committee shall meet to discuss and implement required changes based on their recommendations.

All formal evaluation of the work performance will be conducted openly and with full knowledge of the employee.

27.02 **Evaluation Committee:**

A standing Evaluation Committee will meet annually in May to make recommendations regarding the evaluation process based on information reported to the Committee by teachers and evaluators. The Evaluation Committee will be comprised of three (3) members appointed by the Superintendent and three (3) members appointed by the Association Co-Presidents. The Committee shall be advisory only. Other than mandatory changes required by law, any recommended changes by the Committee to the evaluation procedure shall be by mutual agreement of the parties and subject to ratification by the Association and Board.

The Committee shall be provided release time for all meetings.

27.03 **Definitions:**

27.03.1 "Credentialed Evaluator" – For purposes of this policy, each employee subject to evaluation will be evaluated by a person who:

a. meets the eligibility requirements under R.C. 3319.111(D); and

b. holds a credential established by the Ohio Department of Education for teacher evaluation; and has completed State-sponsored evaluation training and has passed an online credentialing assessment.

c. The evaluator will not be an eligible bargaining unit member. The evaluator will be a credentialed District employee.

d. The employee will be notified of the name of his/her evaluator and be given a copy of evaluation forms or be directed how to access these forms via the internet.

27.03.2 The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

27.03.3 "High-Quality Student Data" – means locally-determined data that provides evidence of student learning attributable to the employee who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education-approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

27.03.4 "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.

27.03.5 "Evaluation Cycle" – means the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

27.03.6 "Evaluation Framework" – means the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

27.03.7 "Evaluation Instruments" – refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric."

27.03.8 "Evaluation Procedure" – refers to the procedural requirements set forth in this policy and is intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

27.03.9 "Final Evaluation Rating" – means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle.

27.04 **Standards-Based Employee Evaluation:**

Evaluations will be carried out in accordance with ORC 3319.111, 3319.112, and 3319.113.

27.05 **Professional Growth Plans and Professional Improvement Plans:**

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or be placed on a professional improvement plan as follows:

a. An employee whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan and may choose his/her credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.

b. An employee whose final holistic rating is "skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components determined by the District.

c. An employee whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.

d. An employee whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by the District.

e. An employee who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.

f. The District administration has discretion to place an employee on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the employee.

27.05.1 **Board Professional Development Plan:**

In accordance with the Ohio State Board of Education's state-wide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of employees covered by this policy. The plan will be reviewed annually.

27.06 **Assessment of Employee Performance**:

Employee performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to determine the employee's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the Ohio Standards for the Teaching Profession or Ohio Standards for School Counselors as mentioned in Board Policy 3220 and 3223.

27.07 **Formal Observation and Classroom Walkthrough Sequence:**

a. An employee not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year. Observations shall occur at least five (5) workdays apart. Employees shall not be observed for the purpose of a formal observation evaluation on the day before or after a holiday recess, on the day after an absence due to illness, bereavement leave, calamity days, court leave, or on the first or last day of a marking period. If an observation/observation conference or evaluation conference must be rescheduled due to any of the above exceptions, the timelines set forth in the evaluation procedure shall be extended up to three (3) days. This does not preclude an employee from requesting to be evaluated on such a day.

b. The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator.

c. The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement. Employees with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). An employee with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. An employee with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). An employee with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. An employee new to the profession will select focus area(s) in collaboration with his/her evaluator. Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

d. A teacher/counselor new to the District or any teacher/counselor on a limited contract who is under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic (at least two (2)) classroom walkthroughs, unless the Superintendent waives the third observation.

e. An employee who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The employee will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the employee is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the employee. The employee will be provided with at least one (1) formal or informal observation and post-conference in any year that such employee is not formally evaluated.

f. The Board may evaluate each employee who has been granted a continuing contract by the Board and who received a rating of Skilled on the employee's most recent evaluation once every two (2) years. The employee and the evaluator will jointly develop a professional growth plan for the employee, or the evaluator will determine if the employee is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the employee. Employees will be provided with at least one (1) formal and one (1) informal observation and post-conference in any year that such employee is not formally evaluated.

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

h. In evaluating employee performance, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES/OSCES "Teacher/Counselor Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

i. Each employee evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool.

27.08 **Formal Observation Procedure:**

a. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed, unless the employee declines the meeting.

b. A post-observation conference shall be held after each formal observation within ten (10) days. Employees shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during the conference.

c. The use of public address or audio systems and similar surveillance devices for monitoring or observing the work performance of an employee will be permitted only with the employee's written consent.

d. An employee may request additional classroom visitations by the evaluator or by any other qualified administrative personnel of the employee's choosing within the school system.

27.09 **Informal Observation/Classroom Walkthrough Procedure:**

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.

a. Evaluators may, but are not limited to, collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

b. A walkthrough shall consist of at least three (3) consecutive minutes, but not more than thirty (3) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

c. Data gathered from the walkthrough will inform the final evaluation.

d. Feedback from a walkthrough shall be provided after the walkthrough. The employee and/or administrator may request a face-to-face meeting to discuss observations relative to the identified focus of the walkthrough.

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

27.10 **Use of High-Quality Student Data:**

At least two (2) measures of high-quality student data will be used as evidence of student learning. These measures are referenced in ORC 3319.112 and Board Policy 3220.

27.11 **Final Evaluation Procedures:**

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The employee will confirm receipt of the same.

27.12 **Retention and Promotion Decisions/Removal of Poorly Performing Teachers:**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning, and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of employees, renewal of teaching contracts, and the removal/nonrenewal of poorly performing employees.

Removal of poorly performing employees will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and the relevant provisions of the collective bargaining agreement in effect between the Board and the WEA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend an employee contract as provided by law and the terms of the collective bargaining agreement in effect between it and the WEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for employees on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew an employee evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's holistic rating.

27.13 **Miscellaneous:**

27.13.1 Employees who do not fall under the OTES/OSCES Evaluation System (school psychologists, speech pathologists, social workers, other) shall have a form developed for use by the Evaluation Committee.

27.13.2 The same guidelines for Professional Growth Plans/Improvement Plans, Observations, Walkthroughs, and the Final Evaluation shall be used to determine performance, as well as to make decisions regarding retention and removal.

27.14 **Due Process:**

A teacher shall be entitled to Association representation at any conference held during this procedure.

ARTICLE 28 – AGREEMENT

28.01 **Interim Bargaining:**

This agreement may be amended by mutual consent of both parties. An amendment may be requested only once during the duration of this agreement and if requested both parties are required to meet one time. All requests for amendment and subsequent negotiations following mutual agreement to amend this agreement shall be conducted in accordance with the terms of this agreement.

28.02 **Waiver of Negotiations:**

Both parties acknowledge that during the negotiations leading to the execution of this Agreement, they had a full opportunity to submit all items appropriate to collective bargaining and that this Agreement contains their complete resolution of all such items. The Association waives its right to initiate bargaining or to submit any additional item for negotiations during the term of this Agreement. The Board agrees to comply with all the terms of this Agreement for its duration unless the Association through its bargaining representatives agrees in writing with representatives of the Board to change, amend, or modify a term(s) of this Agreement.

28.03 **Entire Agreement:**

This written Agreement supersedes all prior agreements and understandings between the Board and Association, whether written or oral, and constitutes the entire agreement between the parties.

28.04 **Duration:**

This Agreement shall become effective July 1, 2026, or upon ratification by both parties, whichever is later, and shall continue in full force and effect through June 30, 2029.

FOR WAPAKONETA EDUCATION ASSOCIATION

Co-President

Co-President

Chairperson, Negotiating Team

FOR WAPAKONETA BOARD OF EDUCATION

President

Superintendent

Treasurer

Wapakoneta City School District
Teacher Observation Form

Teacher's Name:_____ School:_____ Grade Level/Subject:_____

Evaluator's Name:_____ School Year:_____ Observation #:_____

Instructions: **Please rate the teacher's performance on the twenty-two criteria. Please use the following rating scale:**

U = Unsatisfactory B = Basic P = Proficient D = Distinguished N/O = Not Observed

	Domain 1: Planning and Preparation	**Rating**		**Domain 2: The Classroom Environment**	**Rating**
1a	Demonstrating knowledge of content and pedagogy		2a	Creating an environment of respect and rapport	
1b	Demonstrating knowledge of students		2b	Establishing a culture of learning	
1c	Setting instructional outcomes		2c	Managing classroom procedures	
1d	Demonstrating knowledge of resources		2d	Managing student behavior	
1e	Designing coherent instruction		2e	Organizing physical space	
1f	Designing student assessments				

	Domain 3: Instruction	**Rating**		**Domain 4: Professional Responsibilities**	**Rating**
3a	Communicating with students		4a	Reflecting on teaching	
3b	Using questioning & discussion techniques		4b	Maintaining accurate records	
3c	Engaging students in learning		4c	Communicating with families	
3d	Using assessment in instruction		4d	Participating in a Professional Community	
3e	Demonstrating flexibility & responsiveness		4e	Growing & developing professionally	
			4f	Showing professionalism	

Teacher Observation Form: Part II

Evaluator's Name:_____ Teacher's Name:_____

Summary Statement of Evaluator	Summary Statement of Teacher
Evaluator's Recommendation(s)	

Evaluator's Signature _____ Date _____ Teacher's Signature _____ Date _____

(Signature indicates completion of the appraisal process; not necessarily consensus)

This evaluation is based on: Classroom observation date:_____ Post-conference date:_____

(Use Additional Pages as Needed)

Wapakoneta City School District
Teacher Final Evaluation Form

Teacher's Name:_____ School: _____ Grade Level/Subject:_____

Evaluator's Name:_____ School Year:_____

Instructions: **Please rate the teacher's performance on the twenty-two criteria. Please use the following rating scale:**

U = Unsatisfactory B = Basic P = Proficient D = Distinguished N/O = Not Observed

	Domain 1: Planning and Preparation	**Rating**		**Domain 2: The Classroom Environment**	**Rating**
1a	Demonstrating knowledge of content and pedagogy		2a	Creating an environment of respect and rapport	
1b	Demonstrating knowledge of students		2b	Establishing a culture of learning	
1c	Setting instructional outcomes		2c	Managing classroom procedures	
1d	Demonstrating knowledge of resources		2d	Managing student behavior	
1e	Designing coherent instruction		2e	Organizing physical space	
1f	Designing student assessments				

	Domain 3: Instruction	**Rating**		**Domain 4: Professional Responsibilities**	**Rating**
3a	Communicating clearly and accurately		4a	Reflecting on teaching	
3b	Using questioning & discussion techniques		4b	Maintaining accurate records	
3c	Engaging students in learning		4c	Communicating with families	
3d	Using assessment in instruction		4d	Participating in a Professional Community	
3e	Demonstrating flexibility & responsiveness		4e	Growing & developing professionally	
			4f	Showing professionalism	

Teacher Final Evaluation Form: Part II

Evaluator's Name:_____ Teacher's Name:_____

Summary Statement of Evaluator	**Summary Statement of Teacher**
Evaluator's Recommendation(s)	

Evaluator's Signature _____ Date _____ Teacher's Signature _____ Date _____

(Signature indicates completion of the appraisal process; not necessarily consensus)

Appendix B

WAPAKONETA CITY SCHOOL DISTRICT
COLLABORATIVE EVALUATION PROCEDURE

Teachers on Track B will be responsible for developing a minimum of one (1), and a maximum of three (3), professional performance goals, mutually agreeable to the teacher and his or her evaluator. The Track B goals must be grounded in the *Enhancing Professional Practice* framework and will include a description of relevant strategies and indicators of success for each goal.

Two conferences (planning and assessment) will set the context in which the teacher and evaluator have the opportunity to discuss the teacher's goals, strategic plan, and indicators for success. The first of the two conferences, the *planning conference*, may be held in the spring of the school year preceding the year in which the goals are to be pursued or in the fall of the school year. The purpose of the planning conference is for the teacher and evaluator to reach agreement on the performance goals to be pursued and the success indicators to be applied. (Teachers participating in Track B may or may not have a formal observation by their evaluator.)

The final conference, the *assessment conference*, provides the context in which the teacher and evaluator meet to discuss the extent to which the indicators of success have or have not been achieved. This conference must occur prior to the end of the academic year. The one exception to this deadline applies to teachers who are eligible for a continuing contract. Such teachers must be observed a minimum of two (2) times by their designated evaluator and complete the final evaluation conference by March 31. The evaluator is responsible for assessing the teacher's success in achieving the stated goal(s) by writing a narrative assessment statement. The teacher has the opportunity to reflect on and respond to the evaluator's statement. When preparing their Track B goals, teachers may find it helpful to consider the following reflective prompts:

Reflective Prompts for Thinking about Track B Goals

- What would I like to change?
- What would I like to improve?
- What do I have to do as part of my job?
- What would I like to learn more about?
- What would I like to experiment with?
- What excites me? Interests me?
- What would motivate me?
- What could help my students be more successful?

Option 1 Goals	Option 2 Project
Evaluator assesses performance.	Teacher and evaluator collaboratively reflect on progress.
Involves only one (1) teacher.	May involve multiple teachers in a collaborative effort.
Activities occur within the school year.	Activities may extend beyond the year.
Focus is on improving professional performance in specific components from the EPP framework.	Focus is on acquiring advanced skill and knowledge that may transcend the EPP framework.
Focus is on improvement within the traditional job description.	Focus may transcend traditional misconceptions of professional practice.

Teachers who desire to pursue Option 1 must submit Form B-1 and have approval of the Principal. Teachers who desire to pursue Option 2 must submit Form B-2, have the approval of the Principal, and shall complete the following steps:

Step One: Exploration

In order to qualify for Track B, the proposed project must involve the participating teacher(s) in the process of *planned inquiry*. In other words, the project must attempt to answer a question or solve a problem that requires the teacher(s) to conduct an exploration of relevant information from the field of interest. The inquiry could take one or more of the following forms: literature reviews, site visits, interviews, participant observation, or other forms of data collection relevant to the proposed project.

Step Two: Development

The second required step in a Track B project requires that the participating teacher(s) develop a *final product* that represents the results of efforts which may go beyond a single school year. The final product may take any number of forms depending on the nature of the exploration conducted. For example, the answer to an action research question may take the form of a written paper or multi-media presentation that explains the results of the inquiry. Comparatively, a curriculum development project may result in the development of a syllabus for a new course or unit of instruction.

Wapakoneta City School District
Professional Growth Plan
Option 1

Teacher's Name:_____ School:_____ Grade Level/Subject:_____

Evaluator's Name:_____ School Year:_____ Date:_____

Domain: Component	**Performance Goal**	**Strategies**	**Indicator(s) of Success**

Domain and Component to be selected from *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 2007

Appendix B-1

Professional Growth: Option 1 Summary Statements

Evaluator's Statement	Teacher's Statement

Evaluator's Signature _____ Date _____ Teacher's Signature _____ Date _____

(Signature indicates completion of the appraisal process; not necessarily consensus)

Wapakoneta City School District
Professional Growth: Option 1 Project

School:	Beginning Month/Year:	Ending Month/Year:
Teacher(s) Name(s):	1.	2.
	3.	4.
Evaluator(s) Name(s):	1.	2.

Professional Growth: Option 1 Project (continued)

1. Proposal Abstract: Briefly describe the proposed Professional Growth Project. Please include a description of what form(s) of inquiry you will employ.

Professional Growth: Option 1 Project (continued)

2. Anticipated Impact: Briefly describe how involvement in this project will contribute to your professional growth and student learning.

3. Briefly describe what resources (human and material) you will employ to support this project.

Professional Growth: Option 1 Project (continued)

4. What evidence will constitute successful completion of this project? Projects that extend beyond one (1) school year should include interim objectives that will provide evidence of progress toward project completion.

5. Please describe how you will disseminate the results of the proposed project?

Professional Growth: Option 2 Project

6. In the space provided, describe the results of this project. Please feel free to make recommendations as to how this project might be extended to have greater impact on teacher growth and student learning at the school or district level.

Evaluator(s) Response	Teacher(s) Response

Evaluator(s) Signature _____ Date _____

Teacher(s) Signature _____ Date _____

Consultation Date Comments:	Teacher(s) Initials		Evaluator(s) Initials
Consultation Date Comments:	Teacher(s) Initials		Evaluator(s) Initials

Consultation Date Comments:	Teacher(s) Initials		Evaluator(s) Initials
Consultation Date Comments:	Teacher(s) Initials		Evaluator(s) Initials

INDEX

Assault Leave....33
Assignment....12
Association Days....3
Bargaining....3-6
Bargaining Unit Member....1
Bereavement/Funeral....26-28
Budgets, Department/Classroom....49-50
Building Assignment....12
Calamity Days....46
Calendar....52
Class Size....51-52
Classroom Budgets....49-50
Classroom Walkthrough....68-70
College Credit Plus....36
Conference Period Substitutes....38
Conference Time....50-51
Continuing Contract....25
Continuing Education Assistance....39-40
Contracts....64
Court Leave....32-33
Curriculum....48
Deduct Days....35
Delay Policy....46
Dental Insurance....42
Direct Deposit....26
Dock Days....35
Dues/Other Deductions....26
Emergency Period Substitute....38, 49
Evaluation....16-20, 65-70, 73-86
Evaluation Committee....65
Faculty Complaints....7
Faculty Meetings....53
Funeral/Bereavement....26-28
Grievance – Informal Level....10
Grievance – Level 1....10
Grievance – Level 2....11
Grievance – Level 3....11
Grievance – Level 4....11-12
HSA Contribution....44
Hospitalization....41-42
Improvement Plan....67
Inclusion....54-55
Inservice....48
Insurance....41-44
Insurance Committee....42
Involuntary Transfer....13-14

Job Sharing 47-48
Leave of Absence, Unpaid 34-35
Length of Day 52-53
Length of Year 52-53
Life Insurance 43
Local Professional Development Committee (LPDC) 55-56
Lunch Period 51
Major Medical 41-42
Management Rights 56-57
Maternity Leave 27-28
Mentor Teacher Program 54
Mileage Reimbursement 38
National Board Certification 40
Negotiations 3-6
Nonrenewal 20-21
Non-Teaching Duties 46
Number of Preparations 50-51
Observation 16-20, 68-70, 73-74
OTES 16-17, 65-71
Paychecks 26
Performance Assessment 68
Personal Leave 30-31
Personnel Files 21-22
Policy Handbook 54
Posting & Selection Procedure 14-16
Preparations, Number of 50-51
Preparation Time 50-51
Professional Development 48
Professional Growth/Professional Improvement Plans 67-68
Professional Leave 31-32
Reassignment 12-14
Reduction In Force (RIF) 23-25
Retired Teachers, Hiring of 56
Retirement Incentive 45-46
Retirement Notice 44
Sabbatical Leave 34-35
Salary 37
Salary Schedule 58-60
School Delay 46
Section 125 Plan 42
Seniority 23-24
Service Credit 35, 45
Severance Pay 40-41
Sick Leave 26-30
Sick Leave Accumulation 28
Special Education Transfers 13
Spousal Enrollment 43-44
STRS 44-45

Student Growth Measures 67
Substitution 48-49
Supplementals 37-38, 61-64
Teacher-Level Value-Added 66
Teaching Load 50-51
Tenure 25
Textbooks 49
Third Grade Reading Guarantee 65
Transfer, Involuntary 13-14
Transfer, Voluntary 13
Tuition Reimbursement 39-40
Tutors 38
Unpaid Leave of Absence 34-35
Vacancy Posting 14-16
Vision Coverage 43
Voluntary Transfer 13
Walkthroughs 70
WOEA Day 52-53
Work Day 52-53
Work Year 52-53