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**MASTER AGREEMENT**

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**between the**

**WATERLOO  
BOARD OF EDUCATION**

**and the**

**WATERLOO  
EDUCATION ASSOCIATION**

**JULY 1, 2012 - JUNE 30, 2013**

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## **ARTICLE 1. RECOGNITION**

- A.** The Waterloo Local School District Board of Education (hereinafter referred to as the "Board") recognizes the Waterloo Education Association (hereinafter collectively referred to as the "WEA" or "Association"), an affiliate of the Ohio Education Association, the National Education Association, and the North Eastern Ohio Education Association, as the exclusive representative of all bargaining unit members as defined in Section B., below.

The purpose of such recognition shall be to bargain collectively as defined in Ohio Revised Code 4117 unless the parties agree otherwise as set forth in this Collective Bargaining Contract.

All references to "teacher" or "tutor" in this Contract shall mean a member of the bargaining unit.

- B.** The bargaining unit shall include all professional employees as defined in Ohio Revised Code 4117.01(I), except casual employees, substitute teachers who are employed on a day-to-day basis, and all Supervisors and Management Level employees as defined in ORC 4117.01(F) and (K), respectively.

"Casual Employee" shall be defined as a person who is employed at uncertain times or irregular intervals.

"Supervisor and Management Level Employees" shall be defined as the Superintendent, Directors, Principals, Assistant Principals, Certified/licensed District Supervisors, Administrative Coordinators, or any other certified/licensed employee who has authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other certified/licensed employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment, provided; however, certified/licensed employees who are Department Chairpersons or consulting teachers shall not be deemed Supervisors, but shall be members of the Association's bargaining unit.

No teacher, as defined in Ohio Revised Code Section 3319.09, shall be designated as a Supervisor or a Management Level employee, unless he/she is employed under a contract governed by Ohio Revised Code Section 3319.01, 3319.011, 3319.02, or 3319.03.

- C.** Recognition of the Association as the exclusive representative of members of the above-defined bargaining unit shall be for the term of this written Contract, without challenge, as provided for in Ohio Revised Code 4117; and will continue thereafter until a challenging employee organization is legally successful in gaining exclusive representation rights as provided for and in strict compliance with provisions set forth in Ohio Revised Code 4117.

## **ARTICLE 2. NEGOTIATIONS PROCEDURE**

### **A. ORGANIZATIONAL STRUCTURE**

1. The negotiating teams shall consist of no more than five (5) persons each.
2. Any team member or observer, including the spokesperson, may be changed at any time so long as team size does not exceed five (5) persons.

### **B. NEGOTIATIONS SCHEDULE**

1. Negotiations for a Successor Contract shall open between February 1 and April 1 of the last year of this Contract.
2. Either party shall open negotiations by notifying, in writing, the other party and the State Employment Relations Board (SERB) that it is calling for the opening of negotiations. The official representative of each party shall establish a date, time, and place for the first session.
3. At the first session, each party shall submit complete written proposals. No new item shall be submitted by either party after the opening session, except by mutual consent.
4. As negotiated items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by a representative of each party.

### **C. AGREEMENT**

1. When tentative agreement is reached on all items being negotiated, a final written copy shall be submitted to the Association for ratification and then to the Board at its next regular or special Board meeting for adoption.
2. There shall be two (2) signed copies of any final Contract. One (1) copy shall be retained by the Board, and one (1) by the Association. The Association shall compile and print the Contract. Each teacher shall be provided with a printed copy of the Contract. The Association and the Board shall each be provided with fifty (50) extra copies of the printed Contract. The Board and the Association shall split the cost for the printing of the Contract.

### **D. DISAGREEMENT**

1. If agreement is not reached within forty-five (45) days of the expiration of the existing contract, either party may request the assistance of the Federal Mediation and Conciliation Service (FMCS) for the purpose of supplying a mediator. The parties shall meet at the request of the mediator. The mediator shall have no authority to bind either party to an agreement.

The foregoing mediation procedure is exclusive. It shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under Ohio Revised Code Chapter 4117.

### **ARTICLE 3. EMPLOYEE WELFARE AND WORKING CONDITIONS**

#### **A. CITIZENSHIP AND PERSONAL FREEDOM**

1. The full legal rights of citizenship shall be enjoyed by all members of the teaching staff with no discrimination exercised due to religious, political, or personal reasons.

#### **B. ACADEMIC FREEDOM**

1. The parties recognize the faculty and students' rights concerning academic freedom. The teacher is recognized as an expert in the classroom and has the right to vary preparations and presentations so long as the course of study guidelines, as determined by the Administration, are followed.

- C.** All other duties other than normal classroom duties and paid supplemental duties shall be fairly assigned except that no teacher shall be assigned separate duties, the performance of which overlap in time. It is recognized that some teachers may have more non-classroom duties than others.

- D.** Granting or denial of field trips shall be based solely upon cost and educational need.

- E.** In each building there shall be a telephone which can be used privately. All long distance calls must be logged. If personal long distance calls are not paid for within thirty (30) days of billing, or if long distance calls are not logged, the phone will not be available for teacher use.

- F.** Teachers will be provided the opportunity to submit in writing to the Building Principals, by May 1 of each school year, requests for teaching aids, material and equipment necessary to help improve the performance of instructional tasks. A committee of teachers selected by WEA shall meet with the Administration; and the WEA may recommend within sixty (60) days following September 1 of each year, a uniform set of procedures for ordering, approving, and fairly distributing materials and supplies throughout the District. The amount of monies available in the budget categories shall be made known to any teacher upon request.

- G.** The WEA shall be consulted on changes in disciplinary policy with sufficient time for input to the administration prior to Board adoption.

#### **H. SPECIALIZED HEALTH CARE PROCEDURES**

Bargaining unit members other than certified/licensed school nurses and MH teachers shall not be required to perform any medical procedure on or dispense medication to any

student except in emergency situations, nor shall they be required to provide custodial care.

#### **ARTICLE 4. TEACHER RESPONSIBILITIES**

##### **A. REGULAR**

1. It is recognized that all teachers contracted by the Board of Education have certain common responsibilities. The following are considered common to all teachers:

- a. All teachers must arrive in their assigned building at the designated time. All teachers must remain in their assigned building until the designated time of departure.
- b. All teachers must uphold Board policy in the performance of their duties.
- c. All teachers must complete and return all the reports requested by the Administration.
- d. All teachers must be punctual in their everyday conduction of classroom duties.
- e. All teachers must uphold the discipline program of their assigned building.
- f. All teachers are expected to attend the necessary functions of their grade level or subject area, but attendance is not mandatory. Required administratively-called staff meetings before or after the working day shall not extend beyond sixty (60) cumulative minutes per month, except in demonstrated emergencies.

Teachers will be expected to attend any Open House in that teacher's building, unless excused by the Building Principal.

- g. Responsibility to Students: The teacher is responsible for providing the best educational atmosphere within his/her capabilities.
- h. Responsibilities to Community: A teacher of the Waterloo School District is expected to uphold the standards of the school community.
- i. Responsibilities to Peers: In relation to other teachers, an individual is expected to be cooperative in providing a good educational atmosphere. It is essential that a teacher be congenial and considerate with his/her peers, thus an appropriate working atmosphere will be maintained. In an effort to succeed, all teachers should show respect to each other. In this way, they will set an example to their students of proper human behavior.

j. Commitment to the Student: In fulfilling his/her obligation to the student, the educator:

- (1) SHALL NOT, without just cause, restrain the student from independent action in his/her pursuit of learning; and SHALL NOT, without just cause, deny the student access to varying points of view.
- (2) SHALL NOT deliberately suppress or distort subject matter for which he/she bears responsibility.
- (3) SHALL NOT on the basis of race, color, creed, or national origin exclude any student from participation in, or deny him/her benefits under any program, nor grant any discriminatory consideration or advantage.
- (4) SHALL NOT use professional relationships with students for private advantage.
- (5) SHALL keep in confidence information that has been obtained in the course of professional services, unless disclosure serves professional purposes or is required by law.

k. Commitment to the Public: In fulfilling his/her obligation to the public, the educator:

- (1) SHALL NOT misrepresent an institution or organization with which he/she is affiliated; and shall take adequate precautions to distinguish between his/her personal and institutional or organizational views.
- (2) SHALL NOT knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.

l. Commitment to the Profession: In fulfilling his/her obligation to the profession, the educator:

- (1) SHALL accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
- (2) SHALL NOT use coercive means or promise special treatment in order to influence professional decisions of colleagues.
- (3) SHALL NOT refuse to participate in a professional inquiry when requested by an appropriate professional association.

m. Commitment to Professional Employment Practices: In fulfilling his/her obligation to professional employment practices, the educator:

- (1) SHALL give prompt notice to the employing agency of any change in availability of service; the employing agency shall give prompt notice of change in availability or nature of a position.
- (2) SHALL adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.
- (3) SHALL conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
- (4) SHALL NOT delegate assigned tasks to unqualified personnel.
- (5) SHALL use time granted for the purpose for which it is intended.

n. Commitment to Professional Growth

- (1) In an effort to provide their students with the greatest possible educational opportunity, teachers should make an effort to become as knowledgeable as possible in their respective fields. In addition, teachers should make an effort to involve themselves in such professional activities as to increase their potential for educating students. In addition, teachers should become involved in such activities that will provide personal growth and advancement, thus improving their own professional character.

**B. EXTRA**

1. All teachers must conduct extracurricular activities with the same professional attitude as they would their regular classroom activities, if on supplemental contract.
2. Any extra duties for which a supplemental contract is not issued and paid, shall be voluntary.

**C. TECHNOLOGY USE**

1. Bargaining unit members shall take reasonable efforts to monitor student internet usage in class to assure students are adhering to the usage agreement signed by parents and students.
2. Each staff member will sign a network privacy agreement/acceptable use policy prior to use of school technology.

3. The Administration will monitor e-mail/use of internet only for cause.
- D.** Both parties are required to live up to this Master Agreement.

#### **ARTICLE 5. SUPERVISING TEACHER/STUDENT TEACHER**

- A.** The Waterloo Education Association offers its full support to the Student Teacher Program; and will attempt, upon request, to aid in the implementation or in finding solutions to any unanticipated problems connected with this program.
- B.** Policies established by the cooperating university, unless they are in conflict with this Master Agreement, shall be followed in the implementation of the Student Teacher Program.
- C.** No Student Teacher shall be assigned to a first-year teacher. A Supervising Teacher shall have no more than one (1) Student Teacher per school year.
- D.** No Student Teacher shall be assigned to any Supervising Teacher without his/her prior consent.
- E.** If there should be a conflict of personalities, or for other reasons as determined by the Supervising Teacher, between the Supervising Teacher and Student Teacher, the Supervising Teacher through the Superintendent may recommend to the cooperating university that the Student Teacher be transferred. Such a recommendation shall in no way be used in adverse evaluation of the teacher.
- F.** The Student Teacher shall not be used as a substitute teacher.
- G.** Since the services rendered by the Supervising Teacher are above and beyond the duties and responsibilities of a regular teacher, the Supervising Teacher shall be paid by the district the amount received from the college/university for those services rendered. The District will treat the payment to the Supervising Teacher as a stipend where all deductions according to law are withheld and dispersed accordingly.

#### **ARTICLE 6. CLASS SIZE/WORKLOAD**

- A.** We believe that the academic staff should be large enough to meet the demands imposed by the enrollment, the curriculum and the specific needs of the pupils and the community; and adequate to provide each staff member the opportunity for intellectual and professional growth.
- B.** The Board shall continue to strive to maintain a minimum class size suitable to subject area, with special consideration for children, teachers, class space, educational aides, and funding available.

- C. The ratio of teacher 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 the state minimum standards for kindergarten through twelfth grade.

The ratio of teachers to pupils in Kindergarten through Fourth Grade 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 the state minimum standards for kindergarten through twelfth grade.

- D. A minimum of five (5) full-time equivalent Educational Service Personnel (ESP) shall be employed on a District-wide basis for each one thousand (1,000) pupils in average daily membership.

Educational Service Personnel shall be assigned to at least five (5) of eight (8) areas: Counselor, Librarian, School Nurse, Visiting Teacher, Social Worker, and Elementary Art, Music and Physical Education. Educational Service Personnel assigned to Elementary Art, Music, and Physical Education shall hold the Special Teaching Certificate/License in the subject assigned.

E. **ELEMENTARY BUILDING RECESS DUTY (LUNCH TIME)**

1. Elementary building teachers will not be responsible for supervising lunch time recess (inside or outside).

- F. All special education teachers and speech/language pathologists shall receive one (1) day of release time per year to work on IEPs.

**ARTICLE 7. TRANSFER OR REASSIGNMENT**

- A. Authority to initiate and to accomplish the reassignment or transfer of certificated/licensed personnel is specifically vested in the Superintendent, to whom all certificated/licensed personnel and responsible Administrators may address written requests for transfer or reassignment. Requests must be accompanied by supportive data and reasons. Efforts shall be made to protect the personal preferences and wishes of the individual. The Principal or other personnel in supervisory or advisory capacities will be consulted, and the interests of the school will be considered; however, public interest must supercede the privileges of the District employees, and the requirements of the District must supercede those of a specific school.

B. **ASSIGNMENT**

1. A teacher desiring a different assignment shall submit to the Superintendent with a copy to the Principal a letter of interest during the month of April or before.
2. By May 1, the Board will announce anticipated vacancies for the upcoming school year in conspicuous locations for ten (10) days, during which time

additional letters of interest may be submitted in accordance with Section 1, above. Thereafter, during the month of May, new assignments may be accomplished by means of voluntary transfer, or if necessary, involuntary transfer, or deferred to the posting procedure set forth in Section C., below, as determined by the Superintendent.

3. Vacancies that occur subsequently will be filled in accordance with Section C., below. A teacher previously assigned involuntarily to a vacancy is free to bid on subsequent vacancies as posted.

#### **C. VACANCY AND POSTING**

1. A "vacancy" shall be defined as a teaching position which is either newly created or which is unfilled for the following school year because of death, retirement, resignation, termination, or non-renewal; and which the Board intends to fill.
2. Administrative or management level positions will be posted as a matter of information, although they do not fall within the terms of this Agreement.
3. All vacancies that are covered by this Agreement shall be posted in at least one (1) conspicuous location at each school for ten (10) days. Summer posting shall be included with the next pay check; or if requested in writing, mailed. Summer posting deadlines shall be coordinated with pay days.

When a vacancy exists, the Board will attempt to select the most qualified teacher based on experience, specific qualifications, certification/licensure, and seniority. If the qualifications of two or more internal applicants are relatively equal, the qualified full-time teacher with the greatest seniority should normally be awarded the position as determined by the Superintendent. A teacher must meet certification/licensure standards set by the State Department of Education in order to be deemed minimally qualified.

#### **D. INVOLUNTARY TRANSFER**

In the event the needs of the District require a teacher to be involuntarily transferred, the qualified teacher with the least system-wide seniority should normally be required to make the transfer as determined by the Superintendent.

### **ARTICLE 8. REDUCTION IN STAFF**

#### **A. CAUSE(S)**

1. When by reason of decreased enrollment of pupils, financial reasons, return to duty of regular teachers after leaves of absence, changing course offerings and selections, or suspension of schools or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of teachers, it may, within policies governing the Waterloo School District, make a reasonable, substantiated reduction.

**B. ATTRITION**

1. The number of persons affected by a Reduction In Staff will be kept to a minimum by not employing replacements for employees who die, retire or resign or whose limited contracts are not renewed on the basis of performance. The employment of replacements for some positions may be necessary in the event that employees in the system do not possess the necessary certification.

**C. SUSPENSION OF CONTRACTS**

1. Reductions under this procedure, when unavoidable, will be effectuated at the beginning of the following school year; and shall be accomplished through the suspension of a teacher's contract. Notice will be given on or before April 30.

**D. NOTIFICATION**

1. At least thirty (30) days prior to the notice in C.1., above, the Board shall give written notice to the Association, through its President, of its intent to effect a Reduction in Staff. Such notice shall contain the reason for the Reduction in Staff and the positions affected in each building.

**E. ORDER OF REDUCTION**

1. Limited contract teachers shall be reduced by using the following order:
  - a. Certification/Licensure
  - b. Seniority in the District
2. Continuing contract teachers may be reduced only after all limited contract teachers of the same certification/licensure. Such reduction in the continuing contract staff shall be according to Ohio Revised Code Section 3319.17, considering:
  - a. Certification/Licensure
  - b. Seniority in the District

**F. PROCEDURE**

1. On or before November 1 of each school year, the Superintendent shall provide each teacher with a seniority list of all teachers in the system in their areas of certification/licensure. Teachers shall be placed on all lists for which they are certified/licensed. The Association will provide clerical assistance in developing the list. A teacher may appeal his/her seniority listing by filing a grievance within thirty (30) working days of the publication of the seniority list.
2. On or before November 1 of each school year, the Superintendent shall provide each tutor with a seniority list of all tutors in the system. The Association will provide clerical assistance in developing the list. A tutor may appeal his/her

seniority listing by filing a grievance within thirty (30) working days of the publication of the seniority list.

3. Seniority shall be determined by the length of service in the District. If two (2) or more teachers have the same length of service, then seniority will be determined by:
  - a. Date of the Board meeting at which the teacher was hired; and then by
  - b. Date on which the teacher submitted a completed job application. Length of continuous service will not be interrupted or affected by authorized leaves of absence.
  - c. In the event all of the above are equal, the Superintendent will determine the order.
4. Teachers selected for Reduction in Staff shall immediately be placed on a Reduction In Staff list, compiled from the seniority lists provided for above. Teachers released for performance reasons shall not appear on this list.
5. The Board shall notify every affected teacher and the President of the WEA of those teachers being released and the recall order. As each person is reemployed, the Board shall notify the Association.
6. A teacher whose contract was suspended because of staff reduction shall, if he/she desires, be placed on the substitute list.
7. A teacher with a higher seniority ranking may "bump" a teacher with less seniority ranking, if certification/licensure is proper and correct.

#### **G. RECALL**

1. Any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certified/licensed.
2. A suspended limited contract teacher shall remain on the recall list for twenty-five (25) months from the end of the compensation year (normally, August 31). During that time, if there are suspended teachers of the District who are unemployed as a result of Reduction in Staff and who possess the proper certification/licensure to fill a vacancy which may arise, no new teacher(s) shall be hired for such vacancy(ies).
3. The Board shall give written notice of recall by registered or certified letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.
4. Within ten (10) work days of the returned certificate of receipt of offer to return to employment, the teacher shall accept the position by replying in writing or by

phone, or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on leave who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Article. It is the teacher's responsibility to keep his/her address current with the Treasurer's Office.

5. Teachers returning to employment after a Reduction in Staff shall resume their previous contract status, seniority, salary and fringe benefits held at the time their contracts were suspended.

#### **ARTICLE 9. EMPLOYMENT OUTSIDE OF SCHOOL HOURS**

- A. All teachers will devote their energies to the performance of their assigned duties during the school day. No teacher will accept additional remunerated employment during the school day. Should any teacher accept additional remunerated employment outside of duty hours, the Board shall respect the teacher's right to privacy.
- B. The nature of the outside work must be such as not to interfere with the demands of District duties during the working day, as determined by the Administration through the classroom observation and evaluation process (Article 12).

#### **ARTICLE 10. PERSONNEL FILE**

- A. The only personnel file, with an inventory sheet, for each certificated/licensed employee, shall be maintained in the Superintendent's Office. Each employee shall be responsible for providing the following information to be included in each personnel file:
  1. Completed Application Form.
  2. Copy of current Teaching Certificates/Licenses.
  3. Complete current Official Transcript.
  4. Only new employees will have in their personnel file proof of Tuberculosis X-Ray card or Negative Skin Test results, for only the first year of employment.
  5. Official record of previous years of teaching or administrative experience.
  6. Official copy of discharge from military service, where applicable.
- B. Except for the items in A. (above), teachers shall be given a copy of any new material that is placed in their personnel file that is not teacher initiated. All teachers have the right, upon twenty-four (24) hour notice, to view the materials in their personnel file with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file, the

staff member shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.

- C. All documents included in a teacher's file shall be dated and identifiable as to source.
- D. A teacher may request and shall receive one (1) copy of any item in his/her personnel file, exclusive of confidential letters of recommendation or reference.
- E. Any document in the personnel file that cannot be documented to the satisfaction of the Board as to source, accuracy, relevance, completeness, or timeliness shall be deleted from the file by the Superintendent acting for the Board, and no reference shall be made.

However, no document shall be removed from a teacher's file without the teacher first being notified in writing.

- F. The personnel file is to be reviewed in the Administration Office.
- G. The following items will be kept by the Board Treasurer and will be placed in the personnel file of an employee upon the employee's cessation of employment with the Board.
  - 1. Latest withholding for Federal/State Income Tax.
  - 2. Latest Insurance Status.
  - 3. Latest record of Accumulated Sick Leave.

- H. A teacher will be notified when his/her files are to be examined by anyone other than the Board, the Administration, or their secretaries or agents in the normal conduct of their work, or officers of government-regulating agencies who have access by virtue of their position.

- I. A teacher may at any time request that obsolete, inaccurate, irrelevant, incomplete, untimely, and/or inappropriate materials be removed from the file. Such request will be reviewed by the Superintendent, and the Superintendent will determine whether to remove the materials.

- J. Materials in the personnel file for three (3) years shall be removed at the teacher's request, providing there has been no discipline for similar incidents.

- K. Personnel records of teachers will be maintained in accordance with all applicable State and Federal laws.

## **ARTICLE 11. SCHOOL CALENDAR**

### **A. NUMBER OF DAYS IN SCHOOL YEAR**

1. The school year for all teaching personnel who are returning employees of the Waterloo Local School District shall be one hundred eighty-two (182) days. The two (2) days to be implemented as follows:
  - a. InService Day -- day before school begins.
  - b. InService Day -- day after school ends.

The school year for teachers new to the Waterloo Local School District shall be one (1) additional day beyond the returning teachers' school year.

2. On NEOEA Day and Martin Luther King Day, schools shall be closed for students and teachers.
- B.** The WEA shall be consulted on the school calendar within sufficient time for input to the Administration, prior to Board adoption.
- C.** The school day for full-time teachers shall not be longer than seven (7) hours and ten (10) minutes, including travel time from one job site to another, excluding paid supplemental duties. This day shall include a thirty (30) minute duty-free lunch, and uninterrupted planning periods during the entire week, a total of two hundred twenty-five (225) minutes per week.
- D.** The school day for half-time teachers shall not be longer than three (3) hours and thirty-five (35) minutes, including travel time from one job site to another, excluding paid supplemental duties.
- E.** A two (2) hour delayed start for students at the end of each nine (9) week grading period (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>) shall be designated as teacher records time.

## **ARTICLE 12. EVALUATION OF CERTIFICATED/LICENSED PERSONNEL**

The Board and Association shall appoint a joint committee to develop a standards-based evaluation instrument and procedures in compliance with ORC 3319.111. Four (4) Association members shall be appointed by the President and four (4) members shall be appointed by the Superintendent. The committee may develop and test the pilot instrument and procedures during the 2012-2013 academic school year at a variety of grade and subject levels. All staff involved in the pilot program shall be trained in the evaluation process, procedures and instrument. The pilot evaluations shall not become a part of any employee's file nor be used as a basis for any employment actions. Pilot testing shall be done on a voluntary basis. The joint committee shall make its recommendation to the Board of Education by the May, 2013 Board of Education meeting.

All Association members on the committee shall receive a \$1,000.00 stipend for the 2012-13 school year.

- A.** Evaluation of teachers shall be the responsibility of the Principal. The “Appraisal of the Professional” instrument shall be used, adhering strictly to the instructions contained within the “Syllabus for the Appraisal of the Professional.” (Appendix H)
- B.** Teachers on a limited contract shall be evaluated two (2) times per year. One (1) evaluation will consist of one (1) observation. Teachers on continuing contracts shall be evaluated every other year. One (1) evaluation shall consist of one (1) observation.
- C.** The “Appraisal of the Professional” shall be included in this Master Agreement as Appendix A.
- D.** The “Syllabus for the Appraisal of the Professional” shall continue to reflect the following concepts:
  - 1. Purposes
    - a. The improvement of instruction.
    - b. To help the teacher to achieve greater effectiveness in teaching.
    - c. Provide definite written records of a teacher’s performance to be used:
      - (1) as evidence of a teacher’s performance;
      - (2) in advance of position and awarding of continued employment;
      - (3) as reference material (for recommendation to other systems);
      - (4) on-going plan for improvement of instruction.
  - 2. Open Appraisal
    - a. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
    - b. All personnel, during the first month of school, shall be thoroughly advised by the Administration as to the Evaluation Procedure and instruments to be used, and given a copy of such.
  - 3. Fair Consideration of Work Effect
    - a. No teacher shall be evaluated on his/her classroom performance except after reasonable observation of the classroom work of the teacher.
    - b. All observations will be a minimum of twenty (20) continuous minutes; and shall be followed, within five (5) working days, by a conference between the Principal and the teacher in order for questions arising from the observation to be discussed.

- c. After each twenty (20) minutes of observation, the Building Administrator shall complete "Classroom Observation/Professional Evaluation Worksheet."
- d. All evaluations shall be in writing. The evaluation shall be signed by the evaluator. The evaluation will then be signed by the individual to signify his/her notification of the evaluation, but not that the teacher necessarily agrees with the evaluation.
- e. The Building Administrator shall arrange a conference with the professional staff member within one (1) week after the observation to discuss the items in the observation instrument. Upon completion of the conference, the observation instrument shall be signed by both parties. One copy shall be retained by the Building Administrator and one copy by the teacher.

4. Evaluation Deficiencies

- a. A teacher who is found through the evaluation process to be deficient (performance that is unsuccessful) shall be given such deficiencies in writing in the "Appraisal of the Professional" document.
- b. The deficient teacher shall be given an opportunity to correct the deficiencies. The Administration shall assist the teacher in improving his/her performance.
- c. If, because of the evaluation process, a teacher is to be disciplined, reprimanded, suspended, transferred, or terminated, the action will not take place without the teacher being given the opportunity to correct deficiencies. "Termination" means to remove the teacher under Ohio Revised Code Section 3319.16.
- d. A teacher may not grieve the substance of an evaluation.

**E. NONRENEWAL**

- 1. Upon the intent of nonrenewal of any teacher, the Board shall furnish that teacher a written notice by March 30, signed by the Treasurer, stating the reasons for such actions. If said teacher, within ten (10) working days after the receipt of notice from the Treasurer of the Board, requests in writing to the Treasurer a private hearing before the Board, the Board shall provide such a hearing. The teacher(s) so affected shall have the right to be represented by counsel or by a representative of his/her employee organization at this hearing.

**F. CYCLES**

1. Two (2) formal evaluations shall be conducted annually by the Building Administrator for all nontenured teachers: the first by December 31, the second by March 31.
2. One (1) formal evaluation shall be conducted once every other year by the Building Administrator for all tenured teachers, by April 30.

**G.** The provisions of this Article are specifically intended to supersede and take the place of Ohio Revised Code Sections 3319.11 and 3319.111 regarding the evaluation and nonrenewal of certificated/licensed personnel.

**ARTICLE 13. TEACHER CONTRACTS**

**A.** Contracts for the employment of teachers shall be of two types: Limited Contracts and Continuing Contracts.

1. Limited Contracts

- a. Upon employment, a teacher being ineligible for a continuing contract shall be issued limited contracts in the following order: no more than three (3) one-year limited contracts; three (3) two-year limited contracts; three (3) three-year limited contracts; and thereafter, three (3) year limited contract until eligible for a continuing contract, or a multi-year contract would exceed the retirement age as stated in Ohio Revised Code Section 3307.37.

Any staff now receiving more than a three (3) year contract shall receive, upon the expiration of the current contract, a contract of no less length than the current contract.

2. Continuing Contracts

- a. A continuing contract is a contract which shall remain in effect until the teacher resigns, elects to retire, or until it is terminated or suspended; and shall be granted only to teachers qualified, as described below, holding Professional, Permanent or Life Certificates or a Professional Educator License. The certificates must be in the field being taught.

Holders of a Professional Educator License must also meet either of the following:

- (1) If a masters degree was held at the time of initially receiving a certificate or license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or

- (2) If no masters degree was held at the time of initially receiving a certificate or license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.
- b. The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.
  - (1) The teacher holds a professional educator license, senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.
  - (2) The teacher has held an educator license for at least seven (7) years.
  - (3) The teacher has completed the applicable one of the following:
    - i. If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
    - ii. If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.
- c. Teachers eligible for continuing service status shall be those teachers qualified as to certification/licensure, who within the last five (5) years have taught for at least three (3) years in the Waterloo Local School District.
- d. The Superintendent may recommend reemployment of such teacher under a limited contract for not to exceed two (2) more years, provided that written notice of the intention to make such recommendation has been given to the teacher, with reasons directed at the professional improvement of the teacher, on or before the thirtieth (30th) day of April; and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the teacher, on or before the thirtieth (30th) day of April; but, upon subsequent reemployment, only a continuing contract may be entered into.
- e. A teacher eligible for continuing contract status, employed under an additional limited contract for not to exceed two (2) years, pursuant to written notice from the Superintendent of his/her intention to make such recommendation, is, at the expiration of such limited contract, deemed

reemployed under a continuing contract at the same salary plus any increment granted by the salary schedule; unless the Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy him/her on or before the thirtieth (30th) day of April. (ORC 3319.03 and 3319.11)

- f. When a teacher holding a continuing contract in another Ohio District is employed, State law shall be followed in offering a continuing contract after two (2) years of successful teaching in the Waterloo Local Schools. The two (2) years shall be considered the probationary period. (ORC 3319.11)
- g. If an employee becomes eligible for a continuing contract during a multi-year limited contract, that employee may request, in writing, to be considered for a continuing contract. Within ten (10) days of the receipt of that request, the Superintendent shall respond, in writing. The Board may grant a continuing contract prior to the end of a multi-year limited contract upon recommendation of the Superintendent.

**B. SUPPLEMENTAL CONTRACTS**

- 1. A supplemental contract shall be issued for any extra duty in addition to regular teaching duties. Each supplemental contract shall state the following: "ALL SUPPLEMENTAL CONTRACTS SHALL AUTOMATICALLY EXPIRE AT THE END OF EACH SAID CONTRACT. THE BOARD SHALL NOT BE REQUIRED TO NONRENEW AND PROVIDE NOTICE REQUIREMENTS UNDER OHIO REVISED CODE 3319.11 FOR SUPPLEMENTAL CONTRACTS."
- 2. Except for head coaching positions and the Athletic Director, if the Board agrees more than one person may share a supplemental contract, a separate contract shall be issued to each person and each shall be paid a separate but equal share of the supplemental salary for the position.

- C. Limited, Continuing, and Supplemental Contract Forms, and the Salary Notice Form are attached as Appendices B, C, D, and E.

**ARTICLE 14. PAID LEAVES**

**A. SICK LEAVE**

- 1. All teachers shall be entitled to one and one-fourth (1 ¼) Sick Leave days for each month of service [fifteen (15) days per year], cumulative without limit.
- 2. All teachers shall be entitled to an advancement of five (5) Sick Leave days, if the number of days used exceeds the number accumulated. So long as the teacher remains in the employment of the Board, the teacher is required to earn back any

advance Sick Leave days, so no loss in pay results. Should the teacher leave the employment of the Board, be placed on unpaid leave of absence, or die, any remaining advanced sick days will be deducted from the final adjusted pay or estate.

3. Sick Leave days may be used for the following reasons:

- a. Personal Illness (including medical or dental appointments).
- b. Personal Injury
- c. Exposure to contagious disease which could be communicated to others.
- d. Pregnancy
- e. Illness, Injury, or Death in the teacher's immediate family. (Immediate Family includes: any resident in the teacher's home, spouse, brother, sister, child, father, mother, grandparents, father or mother-in-law, foster parents, son or daughter-in-law, brother or sister-in-law, stepparents, and foster and stepchildren.)

4. Procedures for Use of Sick Leave

- a. All teachers in the District call one central number to report absences. These calls will be made before 7:00 A.M. The Board will make use of a mechanical answering device.

Members of the bargaining unit shall identify themselves as to name, teaching assignment, and building; and shall indicate the reason for the absence. After 7:00 A.M., each Building Principal will take calls of teachers in their respective building.

- b. Teachers who are absent will call the Administration Office from 8:00 A.M.-1:30 P.M. of each day, to indicate they are not returning to work on the following day.

5. Absences must be processed through the Kiosk system.

**B. ASSAULT LEAVE**

1. Any staff member who is assaulted while performing assigned duties will be granted paid leave of absence for the period so designated by the employee's physician up to thirty (30) working days, and said days will not be deducted from Sick Leave.
2. Absences must be processed through the Kiosk system.

**C. PERSONAL LEAVE**

1. Certified/licensed employees are permitted three (3) Personal Leave days per school year, not accumulative, under the following guidelines:

- a. Personal days approved shall not be deducted from Sick Leave days. Any unused personal days will convert to sick days at the end of the school year.
  - b. A request for a Personal Leave day must be processed through the Kiosk system and approved by the Building Principal and the Superintendent.
  - c. A request for a Personal Leave day must be submitted at least five (5) days in advance; however, exceptions to this rule may be made in emergency situations by the Superintendent.
  - d. Personal Leave days shall not be approved for the day before or after a legal holiday; however, exceptions may be made for emergency situations.
  - e. Personal Leave days shall not be approved for the day before or after a vacation period; however, exceptions may be made in emergency situations. Personal Leave shall not be used for gainful employment.
  - f. The Superintendent may grant additional Personal Leave days for any reason.
2. Absences must be processed through the Kiosk system.

**D. COMPULSORY LEAVE**

1. Released time shall be granted for subpoenaed appearances by the Court or arbitration hearing. Witness fees and any other compensation received, if any, shall be forwarded to the Board within thirty (30) days of receipt by the employee in order to get regular pay for time released. Where such appearance involves the Association, the parties agree to work to schedule required appearances that will not negatively impact on the delivery of educational services at the Waterloo Local School District.
2. Absences must be processed through the Kiosk system.

**E. JURY DUTY LEAVE**

1. Teachers will be granted leave for jury duty upon request. All jury duty pay shall be remitted to the Board within thirty (30) days of receipt.
2. Absences must be processed through the Kiosk system.

**F. PROFESSIONAL MEETINGS LEAVE**

1. Professional Meetings Leave may be granted to a teacher for the purpose of attending professional conferences, workshops, or conventions, and for visiting other schools. This leave shall be granted upon recommendation of the Principal

and the Superintendent and approval of the Board. The Professional Leave days shall not be deducted from accumulated Sick Leave days.

The Board of Education recognizes that professional meetings are important in teacher development.

2. Requests for Professional Meetings Leave must be submitted to the Superintendent at least ten (10) working days in advance of the next regularly scheduled Board meeting.
3. Requests for Professional Meetings Leave shall include, in writing, the total cost to the Board for professional day or days requested by the employee. Total costs, as established by the Board, shall include travel, lodging, meals, registration fees, and the cost of the substitute employee, if a substitute is required.
4. A one-page summary of the conference shall be submitted to the Superintendent, to be forwarded to the Board, within fifteen (15) working days following the use of Professional Leave. This summary will be for informational purposes only.
5. Absences must be processed through the Kiosk system.

**G. CONVERSION FROM PAID LEAVE**

1. Once a paid leave is exhausted, or when a teacher chooses to switch to an unpaid leave of absence, refer to Article 15 (UNPAID/PARTIAL-PAID LEAVES) for the appropriate leave.

**H.** Absences must be processed by the teacher through the Kiosk system within thirty (30) calendar days or else the Board may withhold payment until such time it is completed.

**ARTICLE 15. UNPAID/PARTIAL-PAID LEAVES**

**A. SABBATICAL LEAVE**

1. Any teacher who has completed six (6) consecutive years of teaching in the Waterloo Local School District may be granted a Sabbatical Leave of Absence with one-half (1/2) pay for professional improvement for one (1) quarter [twelve (12) weeks] or one (1) semester, and up to one (1) full school year [thirty-six (36) weeks].
2. Application for Sabbatical Leave for professional study, research, or professional improvement must be made at least sixty (60) days prior to the beginning of such requested leave. The applicant must be notified by the Board of the disposition within thirty (30) days of the receipt of the request. The application for such Sabbatical Leave must be accompanied by an outline of the program of study or research to be pursued, or the proposals for the professional improvement.

- a. Application will be made to the Superintendent. The applicant will submit plans for use of Sabbatical Leave, and will meet all other requirements as established by a Sabbatical Leave Committee.
  - b. The bargaining unit President shall appoint three (3) members of the bargaining unit (1-Primary, 1-Middle, 1-High School) to serve with two (2) Administrators, or the Superintendent shall appoint two (2) members, on a Sabbatical Leave Committee for final selection.
3. Generally, it is intended that study and other proposals for improvement will include a full graduate load, and will lead to completion of a degree in the member's field or area of professional service if such degree, either undergraduate or graduate, is not already held. Application for leave for travel will outline, in detail, the scope and nature of the travel; will make provision for an itinerary covering a minimum of four (4) months or eight (8) months; will clearly show how such travel will contribute directly to improve classroom instruction, or to improve professional services by the member; and shall give reasons why such travel may not be accomplished when schools are not in session, or when the member is not on duty.
4. Sabbatical Leave for professional improvement will not be granted to any employee more often than one (1) full year of every five (5) consecutive years of service; nor will leave be granted a second time to the same employee when other members of the staff, in sufficient number to fill the quota for the period, have filed a request for and are awaiting such leave. The number of teachers on Sabbatical Leave in any one (1) year will be limited to one (1) for each level -- Primary, Middle, and High School.
5. The amount of partial pay which an employee will receive while on leave, under the provisions of this Section, will equal one-half (1/2) of his/her contract salary for the year and one-half (1/2) benefits effective in September, and will be paid every two (2) weeks.
6. Upon his/her return from Sabbatical Leave, a member's salary and fringe benefits will be the same as he/she would have received had the period of his/her leave been spent in the Waterloo Local School System; and he/she will be returned to the same position if available, or one comparable to it at the same level.
7. All members will, as a condition of approval for Sabbatical Leave for professional growth, sign a written agreement to return to service in the Waterloo Local Schools for a period of at least one (1) year immediately following the satisfactory completion of the program for professional improvement within the specified period, or to refund to the Board all of the partial pay received during the period of leave. The refund requirement will not apply in case of the death of the member while on leave; in cases of illness or injury, the obligation will be deferred until the member can resume his/her employment.

- a. Refund of pay received on leave may also be required if the Sabbatical Leave Committee judges that the member fails to complete the program of professional improvement, unless such failure was beyond the control of the member.
  - b. If the member terminates service before the end of the one (1) year minimum, a salary refund to the Board will be due proportional to the amount of service not actually rendered.
8. Any recommendation made by the Committee on Sabbatical Leave (see 2.b. above) would be given to the Superintendent, who would in turn make the recommendation to the Board.

**B. MATERNITY LEAVE**

1. Any staff member may use Sick Leave or advancements thereof, for absence due to disability caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom (hereafter collectively referred to as "pregnancy"). Maternity Leave may be used in lieu of Sick Leave after the period of disability, as verified in writing by the physician. A staff member who is pregnant or adopting a child less than one (1) year of age may request and shall be entitled to, a leave of absence, without pay, for maternity or child care reasons, to begin any time during pregnancy; or, in the case of adoption, the receipt of custody; or up to one (1) year for child care after the child is born or adopted. Such leave shall be up to the remainder of the current semester and two (2) additional semesters, or three (3) semesters if leave commences during the first semester. Up to five (5) work days of sick leave shall be granted at the request of a member after adoption of a child prior to unpaid leave being utilized.
2. Application for Leave: Application for Maternity Leave shall be filed on the Leave of Absence Form; and shall contain a statement on the expected date of birth; or, in the case of adoption, the date of obtaining custody; the date on which the leave of absence is to commence, and the term of the leave. In the case of miscarriage or abortion, the professional staff member shall be entitled to reinstatement at the beginning of the next grading period.
3. The staff member shall present a letter signed by her physician to the Superintendent, verifying the period of time of the disability due to the pregnancy if different from the physician's statement given in Paragraph B.1., above. Thirty (30) calendar days prior to her return to active teaching assignment, the Superintendent shall inform the teacher on maternity leave that she must submit a letter to the Superintendent's Office. The staff member shall submit, in writing to the Superintendent, notification of her intent to return to teaching at least fifteen (15) calendar days prior to her return. The staff member shall be entitled to reinstatement at the expiration of the leave to the general level training assignment held immediately prior to the leave, unless shifts in pupil enrollment dictate, or the job is combined or eliminated.

4. Paternity Leave, up to five (5) work days of sick leave, shall be granted at the request of a teacher who has fathered or adopted a child in accordance with the above provisions.

**C. MILITARY LEAVE**

1. Military leave shall be granted pursuant to O.R.C. §3319.14 and/or 5923.05. Copies of active orders shall be provided to the Superintendent.
2. Military Leave shall not be deducted from accumulated Sick Leave.

**D. OTHER UNPAID LEAVES**

1. Upon recommendation of the Superintendent, the Board may authorize leaves of absence for teachers when it deems such leaves to be reasonable and for good cause.
2. Leaves of absence shall be limited to a period not to exceed two (2) years, and shall be granted only after a written request and full study of each situation.
3. If the leave of absence is granted, all rights of tenure, retirement, accrued leave with pay, salary increments, and other benefits held by the teacher at the time the leave commenced shall be presented and available to the applicant upon return from his/her leave of absence.
4. The Superintendent may recommend to the Board the granting of a leave of absence, without pay, providing the Principal of the school approves, and further provided that the employee has completed three (3) or more years in the District. Conditions for considering a leave of absence are:
  - a. Personal Illness, excepting cases of Disability Retirement; OR
  - b. Official designation as a candidate for an advanced degree; OR
  - c. Completion of a minimum of twenty-seven (27) quarter hours at the end of the year's leave of absence.
  - d. Other reasonable good and just cause.

**E. NO-PAY-EARN DAYS**

1. Once paid leave is exhausted, or a teacher chooses to take day(s) of absence without pay, the teacher must complete the Leave of Absence Form requesting said day(s) on a No-Pay-Earn basis; and may take said day(s) with the Superintendent's approval.

**F. INSURANCE BENEFIT RIGHTS**

1. Any staff member on an approved Unpaid/Partial-Paid Leave shall be entitled to request in writing to the Board Treasurer, and receive the right, to be covered by any or all insurances selected by the staff member, provided the staff member pays to the Board Treasurer, in advance each month, the full amount of the monthly group plan premium rate for such selected coverage(s). Any overpayment of premium shall be refunded to the staff member upon termination of leave.

**G. FAMILY MEDICAL LEAVE**

1. Upon written application, eligible bargaining unit employees are entitled to a total of twelve (12) weeks of unpaid leave during any fiscal year in accordance with the federal Family and Medical Leave Act (FMLA) for any of the following five (5) reasons: the birth of a child and to care for the newborn child; placement with the employee of a child for adoption or for foster care; serious health condition of the employee's spouse, child, or parent; for a serious health condition of the employee that makes him/her unable to perform the functions of his/her job; or because of any qualifying, exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member of the U.S. Armed Forces and is on covered active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member is entitled to a combined total of twenty-six (26) work weeks of unpaid FMLA leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. During this twelve (12) month period, the eligible employee is entitled to a combined total of twenty-six (26) work weeks of unpaid leave for any of the reasons set forth above. The employee may use any available paid leave concurrently with his/her Family Medical Leave.

2. The Board will continue the group health plan including hospitalization and major medical, dental, prescription card, and life insurance coverage during the family leave. The employee will be responsible for the employee's share of the premium, if any.
3. The Board will reinstate the employee to the same position upon return from the Family Medical Leave when the leave originates and terminates within the same school year.

If the leave extends beyond the school year, the employee shall be returned to the same or similar position as held before taking leave. In the event that the same or similar position is not available, the employee shall be assigned to any position for which the employee is certified/licensed.

4. Other benefits accrued prior to the leave will be maintained.

5. Intermittent Leave and Reduced Leave.
- a. Intermittent Leave is taken in separate blocks of time due to a single illness or injury and may include leave of periods as short as those used by the District for sick and personal leave, up to several weeks. Examples include leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of six months, such as for chemotherapy.
  - b. Reduced Leave is a leave that reduces an employee's usual number of working hours per work week or hours per work day. Reduced leave is a change in the work schedule for a period of time. The Board reserves the right to transfer the employee to a different schedule that better accommodates the leave and work duties during the period of Reduced Leave.
  - c. Only the amount of the leave actually taken may be counted toward the twelve (12) weeks of FMLA Leave to which an eligible employee is entitled.
    - (1) The employee must make reasonable efforts to schedule treatments to minimize disruptions.
    - (2) The employee must provide reasonable advance notice.
  - d. Unless agreeable to the Board, intermittent leaves and reduced schedules are not available for the birth of a child and to care for the newborn child or placement with the employee of a child for adoption or foster care.
6. If both spouses are employed by the Board, the combined entitlement is limited to twelve (12) weeks when the leave is for the birth of a child, care of a newborn child, placement with the employee of a child for adoption or foster care, or the care of the employee's parent with a serious health condition, and twenty-six (26) weeks if the leave is taken for the purpose of caring for a covered service member. The combined entitlement is not limited to twelve (12) weeks when the leave is for the serious health condition of a spouse or child, or the serious health condition of the employee.
7. Leaves for the birth of a child, care of a newborn child, placement with the employee of a child for adoption and/or foster care must be concluded within one year of the date of birth or date of placement or adoption, and must be requested thirty (30) days or as soon as possible in advance of the requested start of the leave.
8. As used in this Article, parent(s), son(s), daughter(s), includes biological, step, adopted or foster, and serious health condition includes both mental and physical conditions.

The Board may request medical verification and certification of the need to be off; including second and in some cases a third medical opinion. The second and third opinion would be at Board expense.

9. The Board may request periodic assurances regarding the employee's intent to return to work while the employee is on leave and/or certification that the employee can resume duties upon return to work.
10. The Board may recover the cost of insurance premiums if the employee does not return to work, unless continued serious health condition, the death of the employee or other circumstances beyond the employee's control prevent the employee from returning.
11. Each party shall retain all other rights accorded to them by the Family Medical Leave Act.

#### **ARTICLE 16. TUTORS**

##### **A. TUTOR'S INDEX**

YEARS:	0	1.000
	1	1.045
	2	1.090
	3	1.135
	4	1.180
	5	1.225
	6	1.270
	7	1.315
	8	1.360
	9	1.405

- B. Beginning September 1, 1989, all currently employed tutors will be placed at Step 1 and advance, thereafter, one (1) step for each year of service.
- C. Effective September 1, 2012, the base shall be \$21.45 per hour.
- D. Tutors shall be issued limited or continuing teacher contracts as provided under Article 13 of this Agreement.
- E. Tutors shall not be eligible for provisions under Article 15, Section A. (Sabbatical Leave.)
- F. For purposes of compiling the seniority list required by Article 8, Section F.1. of the Master Agreement, tutors shall be considered a separate and distinct area of certification/licensure.
- G. Individuals listed on the seniority list as tutors shall not have the right to displace any teacher.

- H. Teachers will not have the right to displace a tutor.
- I. Auxiliary tutors shall be compensated in accordance with the tutor salary schedule set forth in Article 16 of the Master Agreement.
- J. Experience as a tutor shall not be recognized as service credit for purposes of placement on the teacher's salary schedule if a tutor is employed to fill a regular teaching position.

## **ARTICLE 17. PARENTAL COMPLAINT PROCEDURE**

- A. At such time a complaint is of such a nature that it could adversely affect the appraisal of a teacher's performance, copies of this complaint will be forwarded to the teacher. No rule or procedure as referred to in this Article shall prohibit a teacher from legal representation, Association representation, or other remedy of law.

### **B. INFORMAL PROCEDURE**

- 1. Communication between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between the teacher, pupil, parent, Principal and other appropriate staff personnel, including Central Office, should be pursued before using the Formal Procedure outlined below.

### **C. FORMAL PROCEDURE**

- 1. If such conferences do not lead to understanding and resolution of the problems involved, a parent may pursue further action by submitting a complaint against the employee, which must be in writing to the Principal or Immediate Supervisor; and such a complaint must be filed by the complainant, or the matter shall be considered closed. The Principal or Immediate Supervisor shall give a copy of the request to the teacher.
- 2. If requested by the complainant or the employee, a meeting involving the employee, the Principal or Immediate Supervisor, and the complainant will be arranged at a mutually convenient time to discuss the complaint.
- 3. If it is not resolved at that level, it may be appealed to the Superintendent.
- 4. If it is still not resolved, it may be appealed to the Board of Education, in a closed meeting, by written request to the President of the Board.

### **D. WRITTEN COMPLAINTS**

- 1. Written statements from parents should clearly and concisely state the problem which has arisen; and a copy of all written parental complaints shall be forwarded to the affected teacher(s).

- E. Any anonymous complaints shall be disregarded and not be used.

### **ARTICLE 18. SUBSTITUTING**

- A. Substitute teachers, duly certificated/licensed, will be provided for each staff member to whom entire class responsibilities are assigned. In the event of a duly certificated/licensed substitute being unavailable, the following steps will be taken in the order listed.

1. A substitute teacher certificated/licensed at a different level will be assigned.
2. Teachers as Substitutes
  - a. Classes will be divided among other teachers at the same level, if the regular teacher agrees. The Building Principal will ask the teachers to volunteer in the most educationally feasible way.
  - b. Teachers who are asked to substitute during their work day shall have the option of accepting or rejecting such a request, except in cases of emergency. Rejection of a request to substitute during a work day shall not be held against that teacher.
  - c. The rate of any teacher (or group of teachers, if the class is split) who accepts a request by the Administration to cover or split a class of an absent teacher shall be Eighteen Dollars (\$18.00) for each class period covered. Sending a class to Study Hall or the Library will only be used as a last resort and the teacher will be paid for each class.
  - d. Payment shall be made at a regularly scheduled pay period, within thirty (30) days. Each building principal shall complete the proper payment form with a copy to the teacher.
  - e. Teachers who have been assigned a Student Teacher shall not be asked to leave the Student Teacher with a class of students for the purpose of substituting.
3. The Building Principal will teach the class.

- B. In cases where a regular teacher is going to be absent for longer than three (3) consecutive days, the same substitute will be retained to teach that class if at all possible. The rationale for this is that we recognize the need to provide continuity, consistency, and good programming for the students in the class.

## **ARTICLE 19. INSURANCE**

- A.** The Board of Education shall provide Single or Family Comprehensive Major Medical Insurance coverage. The Board shall pay ninety percent (90%) of the rate for Single or Family coverage.
- B.** The level of benefits of all the Insurance Plans shall remain at least at the level referenced in the Portage Area Schools Consortium, Waterloo Local Schools, Certified Employees Employment Benefit Plans Booklet, effective May 31, 2012.

Beginning July 1, 2011, the Portage Area Schools Consortium Plan Design as outlined in Appendix G shall be in effect.

- C.** Maximum calendar year benefits for in-patient treatment shall be \$50,000 and out-patient shall be \$5,000 per participant for psychiatric, alcoholism, mental, drug-related, and emotional disorders.
- D.** The Board of Education shall have the right to include the following Cost Containment items in its insurance program.
  - 1. Voluntary second surgical opinion.
  - 2. Pre-certification and pre-admission testing for in-patient confinements.
  - 3. The pre-existing limitation shall apply to the Comprehensive Major Medical Benefits for newly hired or newly eligible employees AND THEIR DEPENDENTS.
  - 4. A condition is deemed pre-existing if treatment was received or expense incurred during the three (3) months immediately preceding the effective date, except for pregnancy.

The pre-existing limitation of the contract is satisfied after three (3) consecutive months without treatment or twelve (12) consecutive months have expired while covered under the plan.

- 5. No weekend hospital admission except in emergencies.

Nothing in this provision shall apply to emergency admissions recommended by a licensed practitioner.

- E.** As part of this program, the employees are responsible for co-payments and out-of-pocket expenses as per the benefit plan.

The plan as administered will have a co-payment of ten percent (10%) of the first four thousand dollars (\$4,000.00) In-Network and thirty percent (30%) of the first three thousand five-hundred dollars (\$3,500.00) Out-of-Network.

The plan as administered will have a maximum out-of-pocket, including deductible, of five hundred fifty dollars (\$550.00) per person, one thousand one hundred dollars (\$1,100.00) per family In-Network and one thousand two hundred dollars (\$1,200.00) per person, two thousand four hundred dollars (\$2,400.00) per family Out-of-Network.

The deductible limit per employee shall be one hundred fifty dollars (\$150.00) per covered individual; three hundred dollars (\$300.00) per family In-Network and three hundred dollars (\$300.00) per covered individual; six hundred dollars (\$600.00) per family Out-of-Network.

- F.** The Board of Education shall provide Prescription Drug Insurance coverage with a \$5/\$15/\$25 deductible. The Board shall pay ninety percent (90%) of the rate for Single or Family Coverage.
- G.** The Board of Education shall provide and pay the premium for Fifty Thousand Dollars (\$50,000) of Term Life Insurance for each teacher.
- H.** The Board of Education shall provide Single or Family Dental Insurance coverage for each teacher. The specifications shall be no less than the current Plan, with the addition of an Adult Orthodonture Provision. The Board shall pay ninety percent (90%) of the rate for Single or Family coverage. The Board shall also provide vision insurance benefits for each teacher and pay ninety percent (90%) of the rate for single or family coverage.
- I.** The Board of Education has the right to change insurance carriers after providing for input from the Association, so long as coverage benefits and specifications are not reduced.
- J.** If the teachers go on strike, the Board of Education shall not deny the striking teachers access to the fringe benefits coverage. However, the Board may refuse to pay its portion of the insurance coverage premium during the term of a strike. Nothing in this Section prevents the parties from reaching an agreement on the payment of fringe benefits as part of a strike settlement.
- K.** Fringe benefits are provided on a twelve (12) month basis; and teachers under contract on the last work day shall have the benefits, as provided in this Agreement, in full force until the expiration of the twelve (12) month period.
- L.** Employees regularly employed less than full-time shall be eligible to purchase insurances provided under A., F., G., and H. above, at the group rates at their own expense. Employees shall enroll prior to September 15 of each school year. Such employees must maintain purchased coverage(s) for a minimum of twelve (12) months from the date of enrollment and shall be subject to the same limitations on pre-existing conditions as full-time teachers. In the event the employee or spouse is covered under another insurance plan through retirement, that plan shall be deemed primary.
- M.** Effective January 1, 1993, employees who have alternate health insurance available to them outside the Plan offered by the Waterloo Local Schools may waive participation in

any or all health insurance plans offered by the Waterloo Local Schools, provided, however, the alternate health insurance coverage is outside the Portage County School Consortium's Health and Welfare Trust. The following provisions shall apply:

1. Employees who waive insurance, and do not enroll in the coverage waived under the Comprehensive Major Medical Insurance Plans offered by the Waterloo Local Schools during the policy year shall be paid the sum of One Thousand Dollars (\$1,000.00) at the end of the policy year (January 1 through December 31).
2. Employees who waive insurance and do not enroll in the coverage waived of under the Comprehensive Major Medical, Dental and Prescription Insurance Plans offered by the Waterloo Local Schools during the policy year shall be paid the sum of One Thousand Five Hundred Dollars (\$1,500.00) at the end of the policy year (January 1 through December 31).
3. No later than January 1, 2007, the Board shall establish a Section 125 premium only plan, which shall include the insurance incentives set forth in Section M.1. and 2. of this Article.
4. New employees may also participate in this waiver if hired January 1 or later and be paid on a prorata basis.
5. Prorata payment of insurance bonuses first year of contract.

For purposes of Article 19, the policy year is January 1 through December 31.

#### **ARTICLE 20. SEVERANCE PAY**

- A.** The Board will grant a teacher who has eight (8) years of service in the Waterloo Local School District and who is retiring from active service with the district through the State Teachers Retirement System (STRS), Severance Pay equal to the teacher's unused accumulated Sick Leave at the teacher's per diem rate of pay as determined by the employee's final base salary divided by the number of contract days in the school year.
- B.** Payment of Severance Pay shall eliminate all accrued Sick Leave days.
- C.** The formula for calculating Severance Pay shall be forty percent (40%) of the person's accumulated Sick Leave multiplied by the person's per diem rate of pay, up to a maximum of eighty-seven (87) days.
- D.** A teacher shall be paid within thirty (30) days of proof of retirement from STRS.
- E.** If a bargaining unit member, who has officially notified the Board of his/her pending retirement, dies prior to the actual receipt of Severance Pay, then the Severance Pay shall be paid to his/her estate.

- F. Upon the death of a bargaining unit member, the district shall pay to the bargaining unit member's beneficiary an amount equal to forty percent (40%) of the employee's accumulated sick leave, up to a maximum of eighty-seven (87) days.

## **ARTICLE 21. SUPPLEMENTAL SALARY**

### **A. CO-CURRICULAR JOB DESCRIPTIONS**

1. Job descriptions for Athletic Supplementals shall be maintained, reviewed and updated by the Superintendent and the Athletic Director, annually.
2. Job descriptions for Non-Athletic Supplementals shall be maintained, reviewed and updated by the Superintendent, with input from the Administration and the WEA, annually.
3. The current job descriptions shall be on file in the Superintendent's Office.
4. A job description for a position shall not be changed, except with the consent of the individual, during the sports season as defined by the O.H.S.A.A., or for Non-Athletic Supplementals during the school year.

### **B. PROCEDURE FOR FILLING SUPPLEMENTAL POSITIONS**

1. By April 1 of each year, a list of supplemental positions that the Board intends to fill will be posted. The order for filling these positions will be: (a) qualified teachers within the District; (b) other qualified teachers; (c) other qualified persons. The Board of Education will act upon those applications at the May Board meeting, except Track/Baseball and Softball. Additional positions will be posted, as needed.

### **C. ADDITIONAL POSITIONS NOT ON THE SCHEDULE:**

1. Curriculum Development -- Eighteen Dollars (\$18.00) per hour, excluding those persons on extended time during the time when they are still working.
2. All classes taught outside the regular school day and/or during the Summer- Eighteen Dollars (\$18.00) per hour.

### **D. MILEAGE REIMBURSEMENT**

1. Reimbursement at IRS adopted rate for approved travel.

**E. POSITION DEFINITIONS**

I. 18%

(1) ATHLETIC DIRECTOR

II. 15%

(1) HEAD FOOTBALL  
(1) HEAD BASKETBALL-Boys  
(1) BAND DIRECTOR  
(1) HEAD BASKETBALL-Girls

III. 14%

(1) HEAD TRACK BOYS/GIRLS

IV. 12%

(1) HEAD WRESTLING

V. 10%

(4) ASSISTANT FOOTBALL  
(1) ASSISTANT BASKETBALL-Boys  
(1) ASSISTANT BASKETBALL-Girls  
(1) HEAD VOLLEYBALL  
(1) ASSISTANT BAND DIRECTOR  
(1) HEAD BASEBALL  
(1) ASSISTANT ATHLETIC DIRECTOR  
(1) HEAD SOFTBALL  
(1) HEAD SOCCER COACH-Boys  
(1) HEAD SOCCER COACH-Girls  
(1) HEAD CROSS COUNTRY  
(1) HEAD GOLF

VI. 9%

(1) ASSISTANT WRESTLING

VII. 8%

(1) FRESHMAN BASKETBALL-Boys  
(1) FRESHMAN FOOTBALL  
(1) DRAMA  
(1) FRESHMAN GIRLS BASKETBALL  
COACH

VIII. 7%

[1-3] ASSISTANT FOOTBALL MS  
[1 or 2] ASSISTANT BASKETBALL-  
Girls MS  
[1 or 2] ASSISTANT BASKETBALL-  
Boys MS  
(1) YEARBOOK ADVISOR

IX. 6%

(3) ASSISTANT TRACK-Boys/Girls  
(1) ASSISTANT BASEBALL  
(1) ASSISTANT VOLLEYBALL  
[2 or 3] CHEERLEADER ADVISOR HS  
[1 or 2] CHEERLEADER ADVISOR MS  
(1) ASSISTANT SOFTBALL COACH  
(1) ASSISTANT SOCCER COACH  
(1) ASSISTANT GOLF COACH

X. 5%

(1) ASSISTANT TRACK-Boys MS  
(1) ASSISTANT TRACK-Girls MS  
(1) ASSISTANT WRESTLING MS  
(1-2) ASSISTANT VOLLEYBALL MS  
(1) PEP CLUB  
(1-3) DETENTION DUTY  
(1) ASSISTANT CROSS COUNTRY MS

XI. 4%

(1) STUDENT COUNCIL HS  
(1-3) JUNIOR CLASS ADVISOR  
(1-3) SENIOR CLASS ADVISOR  
(2) ASSISTANT BASKETBALL- B/G,  
ELEM  
(10) DEPT/GRADE LEVEL CHAIRS  
(1) ACADEMIC CHALLENGE/QUIZ  
BOWL

XII. 3%

(1-3) HEAD TEACHER  
(1) SOPHOMORE CLASS ADVISOR  
(1) FRESHMAN CLASS ADVISOR  
(1) MIDDLE SCHOOL YEARBOOK  
(1) FLAGS ADVISOR

XIII. 2%

(1) MS STUDENT COUNCIL  
(1) NATIONAL HONOR SOCIETY  
(1) BETA CLUB  
(1) VIKING LOG  
(1) LITERARY MAGAZINE  
(1) SKI CLUB  
(1) CHESS CLUB  
(1) MS NEWSPAPER  
(1) MAJORETTE ADVISOR  
(1) HIGH FLYERS  
(1) HONORS CHOIR (ELEM)

1. The number in parenthesis indicates the potential number of paid positions annually.
2. The Board shall continue to have the absolute right to fill or not to fill a supplemental position, but a teacher will be paid if a teacher is requested to perform the duty.
3. Effective September 1, 2003, ten (10) Department/Grade Level Chairperson supplemental positions shall be offered as follows:

K-5                    4 positions  
 6-12                  4 positions by department (science, math, social studies, language arts)  
 K-12                  2 positions (all other areas)

Each of the ten (10) positions shall be paid a four percent (4%) stipend under Section E, Category XI, of this Article. Positions shall begin at "0" years' experience, except when the position is offered to an incumbent. An incumbent shall retain credit for years of experience. Department Chair positions may be filled or not filled at Board discretion.

A part of the responsibilities of Department/Grade Level Chairpersons will be to participate on Education Committees.

4. Employees holding a year-long supplemental contract or stipend shall receive half the supplemental amount the second pay in January. The cheerleading supplemental (if for 2 seasons) shall be paid one-half of the supplemental at the end of each season.

**F. SUPPLEMENTAL ACTIVITY PAY SCHEDULE (% of BA-0 Base Salary)**

**\$31,746.00 – EFFECTIVE 2012-2013**

<u>YRS</u>	<u>LEVEL INDEX</u>	<u>(1) 18%</u>	<u>(2) 15%</u>	<u>(3) 14%</u>	<u>(4) 12%</u>	<u>(5) 10%</u>	<u>(6) 9%</u>	<u>(7) 8%</u>	<u>(8) 7%</u>	<u>(9) 6%</u>	<u>(10) 5%</u>	<u>(11) 4%</u>	<u>(12) 3%</u>	<u>(13) 2%</u>
0	1.00	5,714	4,762	4,444	3,810	3,175	2,857	2,540	2,222	1,905	1,587	1,270	952	635
1	1.08	6,171	5,143	4,800	4,114	3,429	3,086	2,743	2,400	2,057	1,714	1,371	1,029	686
2	1.16	6,629	5,524	5,156	4,419	3,683	3,314	2,946	2,578	2,210	1,841	1,473	1,105	737
3	1.24	7,086	5,905	5,511	4,724	3,937	3,543	3,149	2,756	2,362	1,968	1,575	1,181	787
4	1.32	7,543	6,286	5,867	5,029	4,190	3,771	3,352	2,933	2,514	2,095	1,676	1,257	838
5	1.40	8,000	6,667	6,222	5,333	4,444	4,000	3,556	3,111	2,667	2,222	1,778	1,333	889

## **ARTICLE 22. SALARY**

- A.** Payment of salaries shall be made over a twelve (12) month period. The total salary shall be paid in twenty-six (26) equal payments, commencing September of each school year and ending in August of each school year. Notification of any Board-instituted changes in payroll deductions will be made, and an explanation of such changes will be made with the paycheck.
- B.** All employees will be required to complete the forms requested by the Board Treasurer prior to receiving the initial check, at the beginning of each school year.
- C.** During the summer, paychecks will be sent to one (1) address of the employee's choosing at Board expense.
- D.** Teachers may receive remaining paychecks from their yearly salary by making a written request to the Board Treasurer by April 15. The amount of money due the employee will be paid in a lump sum on the next regular paycheck following the last work day of the individual. This privilege shall be extended to up to ten percent (10%) of the staff annually.
- E.** Deductions from salary for days docked will be prorated over the remaining pay periods in a school year, if the deductions would exceed forty percent (40%) of a paycheck.

### **F. ADDITIONAL TRAINING**

- 1. Staff may move horizontally twice during the school year (at the beginning of the school year or at the beginning of the second semester), provided:
  - a. Academic work is completed satisfactorily.
  - b. Academic work provides sufficient hours to qualify for the next column on the salary schedule.
  - c. Satisfactory evidence of application for the official transcript has been received at the Board Office no more than fourteen (14) calendar days after the beginning of the first or the second semester.
  - d. Above criteria are based on the receipt of the official transcript within sixty (60) days of completion of the course. The intent is not to penalize the teacher because of delays by the university.
  - e. It is understood that second semester raises will only apply to the remaining days of the school year, and may not be retroactive.
- G.** Each paycheck stub will indicate year-to-date totals of cumulative earnings and deductions if, and when, the Board of Education purchases its own computer capable of providing this data.

**H. TEACHERS' SALARY INDEX**

<u>YEARS</u>	<u>NON D</u>	<u>BA/BS</u>	<u>B + 15</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA + 20</u>
STEP 0	0.865	1.000	1.020	1.045	1.090	1.145
STEP 1	0.900	1.045	1.065	1.095	1.145	1.200
STEP 2	0.935	1.090	1.110	1.145	1.200	1.255
STEP 3	0.970	1.135	1.155	1.195	1.255	1.310
STEP 4	1.005	1.180	1.200	1.245	1.310	1.365
STEP 5	1.040	1.225	1.245	1.295	1.365	1.420
STEP 6	1.075	1.270	1.290	1.345	1.420	1.475
STEP 7	1.110	1.315	1.335	1.395	1.475	1.530
STEP 8	1.145	1.360	1.380	1.445	1.530	1.585
STEP 9	1.180	1.405	1.425	1.495	1.585	1.640
STEP 10	1.215	1.450	1.470	1.545	1.640	1.695
STEP 11	1.250	1.495	1.515	1.595	1.695	1.750
STEP 12	1.285	1.540	1.560	1.645	1.750	1.805
STEP 13	1.320	1.585	1.605	1.695	1.805	1.860
STEP 14	1.355	1.630	1.650	1.745	1.860	1.915
STEP 16	1.365	1.645	1.665	1.780	1.895	1.950
STEP 18	1.375	1.660	1.680	1.795	1.915	1.970
STEP 20	1.390	1.675	1.695	1.815	1.935	1.990
STEP 22	1.400	1.695	1.710	1.830	1.950	2.005
STEP 24	1.410	1.705	1.725	1.845	1.970	2.025
STEP 26	1.425	1.720	1.740	1.865	1.990	2.045
STEP 28	1.440	1.740	1.760	1.890	2.015	2.070
STEP 30	1.460	1.765	1.785	1.915	2.045	2.100

**I. WATERLOO SALARY SCHEDULE - EFFECTIVE AUGUST 1, 2012**  
**B.A. BASE \$31,746.00**

There shall be no increase on the base for 2012-13. All eligible teachers shall receive step/column movement, but shall not receive the increase in pay for steps due to them for 2012-13 only.

<u>YEARS</u>	<u>NON D</u>	<u>BA/BS</u>	<u>B + 15</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA + 20</u>
STEP 0	\$27,460	\$31,746	\$32,381	\$33,175	\$34,603	\$36,349
STEP 1	\$28,571	\$33,175	\$33,809	\$34,762	\$36,349	\$38,095
STEP 2	\$29,683	\$34,603	\$35,238	\$36,349	\$38,095	\$39,841
STEP 3	\$30,794	\$36,032	\$36,657	\$37,936	\$39,841	\$41,587
STEP 4	\$31,995	\$37,460	\$38,095	\$39,524	\$41,587	\$43,333
STEP 5	\$33,016	\$38,889	\$39,524	\$41,111	\$43,333	\$45,079
STEP 6	\$34,127	\$40,317	\$40,952	\$42,698	\$45,079	\$46,825
STEP 7	\$35,238	\$41,746	\$42,381	\$44,286	\$46,825	\$48,571
STEP 8	\$36,349	\$43,175	\$43,809	\$45,873	\$48,571	\$50,317
STEP 9	\$37,460	\$44,603	\$45,238	\$47,460	\$50,317	\$52,063
STEP 10	\$38,571	\$46,032	\$46,667	\$49,048	\$52,063	\$53,809
STEP 11	\$39,683	\$47,460	\$48,095	\$50,635	\$53,809	\$55,556
STEP 12	\$40,794	\$48,889	\$49,524	\$52,222	\$55,556	\$57,302
STEP 13	\$41,905	\$50,317	\$50,952	\$53,809	\$57,302	\$59,048
STEP 14	\$43,016	\$51,746	\$52,381	\$55,397	\$59,048	\$60,794
STEP 15	\$43,016	\$51,746	\$52,381	\$55,397	\$59,048	\$60,794
STEP 16	\$43,333	\$52,222	\$52,857	\$56,508	\$60,159	\$61,905
STEP 17	\$43,333	\$52,222	\$52,857	\$56,508	\$60,159	\$61,905
STEP 18	\$43,651	\$52,698	\$53,333	\$56,984	\$60,794	\$62,540
STEP 19	\$43,651	\$52,698	\$53,333	\$56,984	\$60,794	\$62,540
STEP 20	\$44,127	\$53,175	\$53,809	\$57,619	\$61,429	\$63,175
STEP 21	\$44,127	\$53,175	\$53,809	\$57,619	\$61,429	\$63,175
STEP 22	\$44,444	\$53,809	\$54,286	\$58,095	\$61,905	\$63,651
STEP 23	\$44,444	\$53,809	\$54,286	\$58,095	\$61,905	\$63,651
STEP 24	\$44,762	\$54,127	\$54,762	\$58,571	\$62,540	\$64,286
STEP 25	\$44,762	\$54,127	\$54,762	\$58,571	\$62,540	\$64,286
STEP 26	\$45,238	\$54,603	\$55,238	\$59,206	\$63,175	\$64,921
STEP 27	\$45,238	\$54,603	\$55,238	\$59,206	\$63,175	\$64,921
STEP 28	\$45,714	\$55,238	\$55,873	\$60,000	\$63,968	\$65,714
STEP 29	\$45,714	\$55,238	\$55,873	\$60,000	\$63,968	\$65,714
STEP 30	\$46,349	\$56,032	\$56,667	\$60,794	\$64,921	\$66,667

- J. There shall be parity for all employee group raises.

### **ARTICLE 23. DEDUCTIONS**

- A. **VOLUNTARY DEDUCTIONS**: Certificated/Licensed personnel may request the following payroll deductions, upon completion of the proper forms submitted to the Board Treasurer prior to September 15 of each school year. Employees shall be permitted to change the amounts of their deductions two (2) times per year by October 1, or May 1.

1. Hospitalization Insurance
2. Major Medical Insurance
3. Life Insurance
4. Tax-Sheltered Annuities
5. Educators Mutual
6. United Way
7. United States Savings Bonds
8. Fund for Children & Public Education (FCPE)

B. **OTHER DEDUCTIONS**

1. Credit Union
2. Fair Share Fee: The Waterloo Local School District Board of Education agrees, as a condition of employment, for the payment to the WEA of a Fair Share Fee by each teacher who elects not to become or remain a member of the Association.

Payroll deduction of such Fair Share Fee shall begin at the same payroll period as dues deductions are begun for members of the Association, except that no deductions shall be made for newly-employed bargaining unit members for the first thirty (30) days, and that period shall be the required probationary period for newly-employed bargaining unit members. Dues rates and Fair Share Fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining the amounts to be payroll-deducted.

- a. Each bargaining unit member who has not submitted his/her required dues or Fair Share Fee shall be given an opportunity to submit a Payroll Deduction Form to the Board Treasurer by the end of the first week of school. This Payroll Deduction Form shall continue to be effective from year to year. The Treasurer shall have the form prior to making the deductions.
- b. The deductions shall be made equally from each biweekly paycheck, commencing the first pay in November.

- c. These deductions shall continue from year-to-year automatically. The Association shall forward to the Board Treasurer and the employee, by October 15 of each year, the amount to be deducted for that year.
- d. The Board Treasurer shall give to the Association Treasurer, within ten (10) calendar days, the total amount to be deducted along with a complete description, by name, of the amounts deducted.

The amount to be deducted from the pay of all Non-Association members shall be the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

Upon timely demand, nonmembers may appeal to the Association the payment of the Fair Share Fee pursuant to the Internal Rebate Procedure adopted by the Association, or such nonmembers may submit such appeals as provided by law.

The Internal Rebate Procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the employee organizations in the realm of collective bargaining.

The Union hereby indemnifies the Board against any and all claims, demands, and any and all other forms of liability which may arise by reason of the Board's actions in deducting and forwarding Union dues, initiation fees, assessments, and/or fair share fees pursuant to this provision.

- C. All deductions shall be paid twice per month to the appropriate institution or company.

## **ARTICLE 24. ASSOCIATION RIGHTS**

### **A. GENERAL ASSOCIATION RIGHTS**

- 1. So that the Association, through a designated spokesperson, shall have the right at all regularly scheduled or special meetings of the Board to speak to any issue which might affect members of the bargaining unit, the Board meeting agenda shall have a place on the agenda, prior to Board action, to recognize visitors, including the Association, if a written request is presented to the Treasurer prior to the meeting.
- 2. The Association President shall be provided with one (1) copy of the Board meeting agenda prior to each Board meeting, and other such materials as are provided to the Board.
- 3. The Association, or its representatives, shall have the privilege of participation in Initial Orientation for New Teachers, so long as the Association continues to be

recognized as the sole and exclusive representative of the professional teaching staff, and other organizations competing for such representation shall be excluded from the New Teacher Orientation.

4. Names and addresses of newly-employed teaching staff shall be provided to the Association as early as practical following Board approval of their contract.
5. The Association President shall receive from the Board, a Directory listing the names, classifications, and location on the record of all employees of the Board. This Directory will be provided on or before October 1 of each year.
6. The Board, recognizing the importance of a well-informed teaching staff and an active representative Association of the certificated/licensed staff, does, therefore, grant ten (10) days of Released Time from teacher duties for the Association as representative of the certificated/licensed staff. These days shall serve as payment in full to the Association for its job as liaison between the Board and all its certificated/licensed staff. Minimum use will be in one-half (1/2) day blocks. (The form will be attached as Appendix F.) A minimum of three (3) working days' advance notice shall be given to the Principal and the Superintendent. Less notice may be given if approved by the Superintendent. For the benefit of children, attempts will be made not to have more than one (1) Association member on Association Leave at the same time from the same building.
7. The Association, or any committee thereof, shall have the right to use school buildings and facilities, without charge, for professional meetings at times when a custodian is normally on duty. A request will be submitted to the Building Principal at least twenty-four (24) hours in advance of the meeting. In emergencies, the Superintendent will be notified and will grant approval prior to the meeting.
8. The Board agrees that the Association shall have the right to meet during school time for a maximum of two (2) meetings per year, to be conducted during teacher inservice days. Each of these meetings shall be no longer than one and one-half (1½) hours, and shall be first arranged with the Superintendent at least ten (10) working days prior to such meeting. All other meetings shall be conducted after school hours, or at such times as not to interfere with job responsibilities.
9. The delegate and alternate to the OEA/NEA Convention shall be released under Professional Meetings Leave. The Board's sole responsibility is providing the paid Release Day and the substitute teacher, if necessary. Further, any other payment provided by Professional Meetings Leave shall not be the responsibility of the Board of Education.
10. If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be offered, but not required, the opportunity to have a representative of the Association present in any meeting with the Board of Education or its agents.

**B. ASSOCIATION BUILDING RIGHTS**

1. Use of bulletin boards within the school office and teacher lounges.
  2. Use of Public Address System for brief announcements.
  3. Right to make announcements at faculty meetings.
  4. The Association, or committee thereof, shall have the right to use the following school-owned equipment without charge when not in use for other school business: typewriters, copy machines, duplicating machines, duplicating equipment, audio-visual equipment, email, and fax machines. Use of such equipment off school premises must be approved in advance by the Principal or other person in charge of the equipment, at least twenty-four (24) hours in advance of the requested use, except in emergencies. The Association shall reimburse the Board for supplies used, and shall assume the financial responsibility for loss or damage to said equipment while in use by the Association.
  5. The Association, or its representatives, may communicate with individual teachers during the individual teacher's preparation period or lunch. The conduct of such business shall be such as not to interfere with instruction. If the representative is from outside the building, then that representative shall check in with the Principal's Office upon entering the building.
  6. The Association may use the internal mail system of the school and place Association communication in the mailboxes provided each teacher in the school system.
- C. The Association agrees to live up to this Master Agreement.

**ARTICLE 25. FACULTY ADVISORY BOARD**

- A. For each building, a Faculty Advisory Board, consisting of the Principal and four (4) staff members elected by their peers, shall be included for recommendations in decisions directly affecting noncurriculum teaching duties and Building Policies in that building.
1. A chairperson for this Faculty Advisory Board shall be elected by, and from, the four (4) faculty members.
  2. A Recorder shall be chosen from this Faculty Advisory Board whose function shall be to keep topical records of the meetings and recommendations made, and to inform the staff members in that building in writing of the proceedings of such meetings.
- B. The Faculty Advisory Board shall be elected in September, for a term of one (1) year. The election shall be conducted by a committee made up of the members of the Faculty

Advisory Board from the previous year. Nominations for members of this Faculty Advisory Board shall be in writing and given to any member of this committee during the first two (2) weeks of school. A meeting, at normal faculty meeting times, of the entire certificated/licensed staff, shall be called some time in the third or fourth week of school for the purpose of holding an election of these offices. This election shall be conducted by secret ballot. The ballots shall be counted at the meeting by all members of the committee not seeking reelection, and the results of the election shall be announced to the staff at that time.

- C. One further function of the Faculty Advisory Board shall be to be present when any ballot count, other than this election, is made in that building.
- D. Regular meetings shall be held once during the first week of each grading period. All minutes and specific recommendations shall be forwarded to the Superintendent and the WEA President.
- E. The chairperson shall call special meetings as the need arises.
- F. All meetings shall be conducted at any time other than during teaching times and at such times as is mutually agreed to by all members of the Faculty Advisory Board.
- G. It is understood that there will be no supplemental contracts and no remuneration for members of this Faculty Advisory Board.

**H. PROCEDURE FOR AGENDA AND MEETINGS**

- 1. The chairperson shall accept, from the teaching staff, items to be included on the agenda.
  - 2. The Principal may add any item he/she wishes to this agenda, as long as he/she notifies the chairperson prior to the meeting.
  - 3. At the meetings, items will be discussed fully and a resolution of apparent problems will be attempted.
- I. The Faculty Advisory Board shall not deal with teacher discipline matters or with any interpretation or modification of this Contract.

**ARTICLE 26. PROFESSIONAL DEVELOPMENT PROGRAM**

- A. The Board of Education shall appropriate for each fiscal year, a sum sufficient to provide Fifteen Thousand Dollars (\$15,000), to provide reimbursement to teachers/tutors for earned college credit, subject to the following conditions:
- 1. The teacher/tutor shall have taught in the Waterloo Local Schools for a minimum of three (3) years.

2. The college course must be taken in Education, in or toward an area or additional area(s) of any certification/licensure permitted by the State Department of Education, or in the specific discipline as currently certified.
3. The unused portion of the sum appropriated above shall be paid to qualifying teachers for courses taken during summer sessions.
4. Available monies shall be provided to reimburse qualified teachers/tutors on a first-come/first-served basis.
5. Upon approval through LPDC, courses through an accredited college or university shall be approved for reimbursement.
6. The teacher/tutor shall submit written proof in the form of an official transcript of completed credit at an accredited university, with a passing grade, to the Superintendent, at the conclusion of the quarter in which the previously approved course was taken.
7. A teacher/tutor qualified for such reimbursement shall be reimbursed for the cost of courses approved in accordance with the procedures established herein, at the rate of Two Hundred Dollars (\$200.00) for each quarter hour [Three Hundred Dollars (\$300.00) per semester hour] successfully completed not to exceed nine (9) quarter hours [six (6) semester hours] annually (September 1 – August 31) per teacher, provided the preceding provisions of this Section have been met. No teacher/tutor shall be reimbursed for more than his/her actual cost.
8. The reimbursement is to be payable as a single sum in the next salary check following presentation of satisfactory evidence that the course work has been successfully completed.
9. Each teacher/tutor receiving reimbursement under this Section, prior to his/her receipt of such reimbursement, shall agree that he/she will teach in this District for at least one (1) full school year following receipt of such reimbursement. If such teacher fails to teach in the District for the required period, the amount of such reimbursement received during the prior school year shall be deducted from said teacher's final pay.
10. Bargaining unit members not required to seek approval through LPDC shall receive reimbursement for courses related to their field of employment upon approval of the Superintendent.

**B.** Preference shall be given to those members of the bargaining unit who are required by the New Certification/Licensure Standards to take Continuing Education.

**C. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

1. Purpose. The Local Professional Development Committee (LPDC) shall be established to oversee and review coursework, continuing education units, and/or

other equivalent activities that a district educator proposes to complete meets the standards adopted by the State Board of Education for the renewal of educator licenses.

2. Term of Office. The term of office for members serving on the Committee shall be two (2) years.
3. Committee Composition and Selection.
  - a. The Committee shall be comprised of five (5) members as follows: three (3) teachers, one (1) principal, and one (1) other district employee.
  - b. The three (3) teacher members shall be appointed by the WEA President. The principal and other district employee members shall be appointed by the Superintendent.
  - c. In the event of a vacancy, the Committee member shall be replaced in accordance with 3.b. above.
4. Chairperson. The Committee chairperson shall be determined by majority vote of the committee members.
5. Decision Making. Decisions shall be made by majority vote of the Committee members present and voting. Four (4) members present shall constitute a quorum.
6. Training.
  - a. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.
  - b. If the available training is during work hours, the Committee members shall be given paid release time to attend. Committee members may apply for professional leave, subject to approval of the district, for training that occurs outside the regular workday or work year.
  - c. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.
7. Meetings and Compensation.
  - a. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year, the Committee shall post in each building its meeting schedule. Additional meetings may be scheduled as necessary.

- b. Committee members shall be paid a stipend of One Thousand Dollars (\$1,000.00) per year for Committee work performed outside the regular workday or work year.
8. Appeals Process. The appeals process utilized shall be as adopted by the LPDC and included within its by-laws.

## **ARTICLE 27. GRIEVANCE PROCEDURE**

### **A. DEFINITION OF TERMS**

1. A “grievance” shall be defined as: A condition resulting from an alleged violation, misapplication, or misinterpretation of this Master Contract.
2. A teacher may file a grievance. A grievance that affects more than one (1) teacher may be filed by one (1) teacher, a group of teachers, or the Association on behalf of all others similarly affected.
3. “Days” shall refer to working days when school is in session as part of the adopted calendar.
4. Continuing violations may be grieved, but the grievant may only go back thirty (30) days for relief in a continuing violation.

### **B. GENERAL PRACTICES**

1. Time limits may be altered by mutual agreement, in writing.
2. A grievance may be withdrawn at any level without prejudice or record. Failure of Management to act within the time limits permits the grievance to be appealed to the next step.
3. Copies of all written decisions or communications shall be sent to all parties and the Association.
4. Reprisals shall not be taken against any involved parties for participating in the Grievance Procedure.
5. Management and the Association shall be permitted to maintain a grievance file. Management’s file shall be kept separate from personnel records.
6. A grievant shall be entitled to Association representation at all formal steps of the Grievance Procedure.

**C. INFORMAL PROCEDURE**

1. The Informal Procedure shall consist of informal communication between the teacher and his/her Building Principal in an effort to resolve the problem. This meeting will take place within five (5) days of the employee's request to the Building Principal.
2. It is expected that this Informal Step will resolve most problems and further action will be unnecessary. An answer, as to the resolution of the matter from the Building Principal, will be submitted in writing within five (5) days following the Informal Procedure to the aggrieved.
3. A grievant may choose not to use the Informal Procedure.

**D. FORMAL PROCEDURE (See form - Appendix G)**

1. **LEVEL ONE:** If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's Building Principal. If such grievance is not lodged within thirty (30) days following the act or condition which is the basis of said grievance, said grievance shall no longer exist. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of facts upon which the grievance is based, and a reference to the specific breach of the Contract. A copy of such grievance shall be filed with the Superintendent. The employee shall have a right to request a hearing before the Building Principal. Such hearing shall be conducted within five (5) working days after the receipt of such request. The aggrieved employee shall be advised in writing of the time, place, and date of such hearing reasonably in advance, and shall have the right to be represented at such hearing by counsel or by a representative of his/her employee organization. The Building Principal shall take action on the written grievance within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Association, and the Superintendent.
2. **LEVEL TWO**
  - a. If the action taken by the Building Principal does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such appeal within five (5) working days from the receipt of the written memorandum of the Principal's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request. The aggrieved employee shall have the right to be represented at such hearing by counsel or by a representative of his/her employee organization.
  - b. The Superintendent shall take action on the appeal of the grievance within five (5) working days after the receipt of the appeal or, if a hearing is

requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Association and the Building Principal.

3. **LEVEL THREE**

- a. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee and the Association, such employee may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Board Treasurer. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance, shall be deemed a waiver of the right to appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board, with at least seven (7) days notice, to meet in Executive Session. The aggrieved employee shall have the right to be represented at such meeting by counsel or by a representative of his/her employee organization.
- b. The Board shall act upon such appeal no later than its next regular meeting. Copies of the final action shall be sent to the employee, the Superintendent, the Building Principal, and the Association.

4. **LEVEL FOUR**

- a. If the action taken by the Board does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal the decision to arbitration within ten (10) days of the Board's decision. The demand for arbitration shall be filed with the Superintendent and the American Arbitration Association (AAA). The arbitrator shall be selected and the hearing conducted in accordance with the rules of the AAA or by alternate strike, if agreed upon. Any list shall include at least three (3) residents in Ohio.
- b. Nothing in this Section prevents the parties from agreeing to expedited arbitration, mutual selection of the arbitrator, or mutually naming a permanent arbitrator.
- c. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Contract.
- d. The arbitrator shall be empowered to base the decision upon grievances as defined in Section A.1.a. above, and shall have no power to add to, subtract from, or modify any of the terms of this Contract. If either party feels the arbitrator has exceeded his/her authority according to the Contract and Ohio Statutory/Case Law, that party may appeal the decision to the appropriate Court.

- e. The decision of the arbitrator shall be final and binding upon the parties to this Contract for the duration of its terms. The decision is to be rendered in writing, with copies to the grievant, the Association, and the Superintendent.
- f. The cost of the arbitrator shall be equally borne by the Board and the grievant.
- g. If either party to the grievance views the arbitrator's decision as violating law, the decision may be appealed to the appropriate Court.

#### **ARTICLE 28. ENTRY YEAR PROGRAM**

The Board of Education will continue to provide an Entry Year/Mentor Program. The Board will provide mentors with a stipend of Five Hundred Dollars (\$500.00) each year in which they actually serve as a mentor.

#### **ARTICLE 29. STRS "PICK-UP"**

The Waterloo Board of Education herewith agrees to "pick-up" (assume and pay) contributions to the State Teachers Retirement System (STRS) upon behalf of the employees in the bargaining unit on the following terms and conditions:

- A.** The amount to be "picked-up" and paid on behalf of each employee shall equal the amount he/she is required by STRS to pay into his/her account. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" and paid by the Board of Education.
- B.** The "pick-up" percentage shall apply uniformly to all members of the bargaining unit.
- C.** 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."
- D.** The "pick-up" shall become effective the first day of the 1984-1985 school year and shall apply to all compensation including supplemental earnings thereafter.
- E.** It is anticipated that the Internal Revenue Service will treat this contribution "pick-up" by the Employer as Employer contributions for annuity contracts. In the event, however, the Internal Revenue Service requires payment of taxes on the amount paid by the Employer on behalf of the employee, the responsibility for payment of the taxes shall rest with the individual employee.

**ARTICLE 30. DURATION AND INTENT OF AGREEMENT**

- A. There shall be no negotiations between the parties except as provided by this Master Agreement.
- B. If any provision of the Total Agreement or any application of the Total Agreement shall be found contrary to the law, the parties shall meet within ten (10) working days of a request by either party to determine the extent, if any, to which changes must be made.
- C. Both parties and their constituents agree to comply with the provisions of this Master Contract.
- D. The Agreement has been negotiated in good faith by the above-mentioned parties, and has been fully explained to the Waterloo Board of Education and the Waterloo Education Association; and, upon their approval, shall become effective July 1, 2012, and shall run through June 30, 2013.
- E. "Days" as used in this Agreement, unless otherwise provided, shall be school calendar days.
- F. This Master Agreement supersedes the Master Agreement dated July 1, 2011, through June 30, 2012.

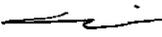
This Master Agreement and Appendices were accepted by the Waterloo Education Association on April 18, 2012.

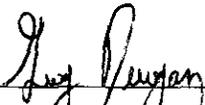
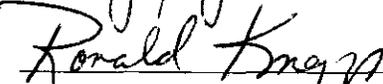
This Master Agreement and Appendices were accepted by the Waterloo Board of Education at the meeting of April 12, 2012.

**SIGNATURES TO AGREEMENT**

**FOR THE BOARD OF EDUCATION**

**FOR THE ASSOCIATION**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
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APPENDIX A

APPRAISAL OF THE PROFESSIONAL  
A STEP TO PROFESSIONAL GROWTH

TEACHER \_\_\_\_\_

BUILDING \_\_\_\_\_

\_\_\_\_\_ FIRST ANNUAL EVALUATION

\_\_\_\_\_ SECOND ANNUAL EVALUATION

WATERLOO LOCAL SCHOOLS

ATWATER, OHIO

This form is to be used by the Building Administrator to record his/her appraisal of the teacher and to serve as the basis for Administrator-Teacher Conference. One copy is to be retained by the teacher, one by the Principal, and one sent to the Superintendent's Office.

WHITE COPY = Principal

YELLOW COPY = Teacher

PINK COPY = Superintendent

\_\_\_\_\_ 1<sup>ST</sup> ANNUAL EVALUATION \_\_\_\_\_ 2<sup>ND</sup> ANNUAL EVALUATION

TEACHER \_\_\_\_\_  
Last First M.I.

BUILDING \_\_\_\_\_

GRADE/SUBJECT/POSITION \_\_\_\_\_

MAJOR FIELD OF STUDY \_\_\_\_\_

AREAS OF CERTIFICATION/LICENSURE \_\_\_\_\_

DEGREE(S) HELD \_\_\_\_\_

YEARS OF WATERLOO SERVICE \_\_\_\_\_  
SERVICE IN PRESENT SCHOOL \_\_\_\_\_  
TOTAL TEACHING EXPERIENCE \_\_\_\_\_

CURRENT CONTRACT STATUS:  
ASSIGNED SUBSTITUTE \_\_\_\_\_  
LIMITED CONTRACT \_\_\_\_\_  
CONTINUING CONTRACT \_\_\_\_\_

\_\_\_\_\_  
Complete for teachers with classroom assignments

CLASSROOM VISITATIONS THIS SCHOOL YEAR:  
DATES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Teacher's signature below indicates that the conference has been held and that the teacher has seen, but does not necessarily concur with the report.

\_\_\_\_\_  
DATE OF CONFERENCE

\_\_\_\_\_  
TEACHER'S SIGNATURE

\_\_\_\_\_  
EVALUATOR'S SIGNATURE, TITLE

CODE FOR USE WITH EVALUATION\*

S = SUCCESSFUL                      NI = NEEDS IMPROVEMENT  
U = UNSUCCESSFUL                N/A = NOT APPLICABLE

1.     TEACHING PERFORMANCE: Teacher provides learning opportunities for all students through planning stimulating activities and frequent evaluation. He develops a flexible methodology that is based on sound learning theory and prevailing conditions which creates and maintains appropriate intellectual and emotional climate for learning.
2.     PUPIL RELATIONS: Teacher applies sound principals of pupil growth and development. He respects individual differences. He is reasonable/impartial. He creates and maintains a democratic atmosphere within his classroom, yet merits pupil respect.
3.     MANAGEMENT ACTIVITIES: Teacher makes efficient use of time/facilities. He organizes classroom activities and materials. He maintains student interests and is able to manage groups of pupils.
4.     OVERALL VALUE TO SCHOOL PROGRAM: Teacher understands the objectives of entire school program/contributes to its success by assuring responsibilities, both in/out of the classroom. He complies with reasonable rules and requests, and is accurate/punctual in completing necessary reports and records. He is a positive influence toward building the school into an increasingly effective educational unit.
5.     PERSONAL CHARACTERISTICS: Teacher is concerned with the effect of his total person on his pupils, the school, and the community.
6.     STAFF RELATIONS: Teacher relates and organizes his responsibilities in cooperation with those of others. He is a positive influence on the morale and well-being of the staff.
7.     PARENT-COMMUNITY RELATIONS: Teacher strives to interpret the school's objectives, programs, and policies to parents and the community. He contributes to success of community organizations serving the needs of the school.
8.     PROFESSIONAL GROWTH: Teacher is constantly seeking to improve his performance through study and experimentation. He adheres to a professional Code of Ethics.

\* The teacher has the option of evaluating his performance in each of the eight (8) categories.



CLASSROOM OBSERVATION PROFESSIONAL EVALUATION WORKSHEET

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_ DATE \_\_\_\_\_  
 GRADE OR \_\_\_\_\_  
 SUBJECT \_\_\_\_\_ AMOUNT OF TIME SPENT IN OBSERVATION \_\_\_\_\_

CONTRACT STATUS: LIMITED \_\_\_\_\_ CONTINUING \_\_\_\_\_  
 S = SUCCESSFUL NI = NEEDS IMPROVEMENT U = UNSUCCESSFUL NA = NOT APPLICABLE

	S	NI	U	N/A
<b>I. <u>TEACHING PROCEDURES</u></b>				
A. Skill in planning.	_____	_____	_____	_____
B. Resourceful use of instructional material.	_____	_____	_____	_____
C. Skill in using motivating techniques.	_____	_____	_____	_____
D. Skill in questioning techniques.	_____	_____	_____	_____
E. Skill in making assignments.	_____	_____	_____	_____
F. Ability to recognize and provide for individual differences.	_____	_____	_____	_____
G. Skill in developing good work-study habits.	_____	_____	_____	_____
<b>II. <u>CLASSROOM MANAGEMENT</u></b>				
A. Effective classroom control.	_____	_____	_____	_____
B. Rapport with pupils.	_____	_____	_____	_____
C. Efficient classroom routine.	_____	_____	_____	_____
<b>III. <u>KNOWLEDGE OF SUBJECT</u></b>	_____	_____	_____	_____
<b>IV. <u>PERSONAL CHARACTERISTICS</u></b>				
A. Shows a genuine interest in teaching.	_____	_____	_____	_____
B. Is poised and displays emotional stability.	_____	_____	_____	_____
C. Is reasonable, fair, and impartial in dealing with students.	_____	_____	_____	_____
D. Appearance is not disruptive to the educational process.	_____	_____	_____	_____
E. Skill in adapting to change.	_____	_____	_____	_____
<b>V. <u>PROFESSIONAL RESPONSIBILITY</u></b>				
A. Adheres to accepted standards of the Waterloo Public Schools.	_____	_____	_____	_____
B. Accepts responsibility both inside and outside the classroom.	_____	_____	_____	_____
C. Has a cooperative approach toward parents.	_____	_____	_____	_____
D. Is punctual.	_____	_____	_____	_____

Position \_\_\_\_\_ Teacher \_\_\_\_\_ Principal \_\_\_\_\_

Date of Conference \_\_\_\_\_

(Use opposite side of page for narrative as needed.)

TEACHER'S CONTRACT-LIMITED

O.R.C. 3319.07-3319.08

AN AGREEMENT entered into between \_\_\_\_\_  
PARTY OF THE FIRST PART, and the Board of Education of the Waterloo Local Schools of Portage County,  
Ohio, PARTY OF THE SECOND PART.

PARTY OF THE FIRST PART AGREES:

(A) To teach in the public schools of said District for a period of \_\_\_\_\_.

(B) To abide by and to maintain the written policies and rules adopted by said Board; abide by and to  
maintain the Master Agreement between the Waterloo Education Association and the Board; and to carry out the  
educational programs of the County Superintendent and the Local School Superintendent.

(C) To give up \_\_\_\_\_ position, only with the consent of said Board, after the tenth  
(10<sup>th</sup>) day of July prior to the school year for which \_\_\_\_\_ has been employed. (See Ohio  
Revised Code Section 3319.15)

IN CONSIDERATION of the above service, PARTY OF THE SECOND PART AGREES to pay PARTY  
OF THE FIRST PART the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), payable in \_\_\_\_\_  
installments.

ENTERED INTO at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Clerk

On contracts for more than one (1) year, the provisions of ORC Section 3319.12 as to Salary Notices apply.

TEACHER'S CONTRACT - CONTINUING  
O.R.C. 3319-01-.07-.08-.11-.12

AN AGREEMENT entered into between \_\_\_\_\_  
of \_\_\_\_\_, Portage County, Ohio, and the Board of Education of the Waterloo Local  
Schools in Portage County, Ohio; the said \_\_\_\_\_ hereby agrees to teach in the public  
schools of said District from the date of this contract until he/she resigns, elects to retire, is retired pursuant to  
O.R.C. Section 3307.37, or until said contract is terminated or suspended as provided by law,

Said \_\_\_\_\_ further agrees to abide by and to maintain the rules and regulations  
adopted by said Board for the government of the schools of said District; and to abide by and to maintain the Master  
Agreement between the Waterloo Education Association and the Board of Education.

IN CONSIDERATION of, and for such services, the said Board of Education agrees to pay, at the Office of  
its Treasurer, to the said \_\_\_\_\_, the sum of \_\_\_\_\_ dollars (\$ )  
annually. Said sum to be payable in a specified number of monthly installments as shall be indicated in notices to be  
sent annually, as provided by law.

ENTERED INTO at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Clerk

SUPPLEMENTAL CONTRACT

THIS LIMITED CONTRACT entered into between \_\_\_\_\_  
(Name)  
\_\_\_\_\_ of \_\_\_\_\_,  
(Address) (City)

Ohio, hereinafter referred to as "Teacher", and the Waterloo Local Board of Education of Portage County, Ohio, hereinafter referred to as "Board", WITNESSETH:

IN ADDITION to Teacher's regular teaching duties, said Teacher does hereby promise and agree to perform duties for and in behalf of said Board: \_\_\_\_\_; and further agrees to abide by and maintain the rules and regulations adopted by such Board; and abide by/maintain the Master Agreement between the Waterloo Education Association and the Board. Such additional duties shall be performed by Teacher during the \_\_\_\_\_ year beginning \_\_\_\_\_ 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_.

IN CONSIDERATION of the duties to be performed by said Teacher, the Board promises and agrees to pay the Teacher the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), annually, payable as follows: \_\_\_\_\_

THIS LIMITED CONTRACT entered into at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Clerk

SALARY NOTIFICATION

TO: \_\_\_\_\_, Waterloo Local School District, Portage County, Ohio,  
\_\_\_\_\_, \_\_\_\_\_, 20\_\_.

In accordance with O.R.C. 3319.12, you are hereby notified that your salary for the school year  
20\_\_ to 20\_\_ will be \_\_\_\_\_ dollars (\$) each pay, beginning  
\_\_\_\_\_, 20\_\_, and ending \_\_\_\_\_, 20\_\_.

**BASIS OF COMPUTATION:**

Degree Status \_\_\_\_\_  
Regular Service Credit \_\_\_\_\_ Yrs.  
Military Service Credit \_\_\_\_\_ Yrs.  
Total: \_\_\_\_\_ Yrs.

**THE BOARD OF EDUCATION**

\_\_\_\_\_  
President  
\_\_\_\_\_  
Clerk

GRIEVANCE FORM (LEVEL \_\_\_\_\_)

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

ALLEGED VIOLATIONS, MISINTERPRETATIONS, OR MISAPPLICATIONS OF MASTER  
CONTRACT \_\_\_\_\_ POLICY \_\_\_\_\_, RULE OR REGULATION \_\_\_\_\_.

STATEMENT OF GRIEVANCE (including pertinent provisions of Contract, Policy, Rule or Regulation;  
and be concise): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REMEDY REQUESTED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Aggrieved \_\_\_\_\_ Date \_\_\_\_\_

DISPOSITION RENDERED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Person Rendering Disposition \_\_\_\_\_ Date \_\_\_\_\_

(Attach additional pages if needed for completion of any Section.)

WATERLOO SCHOOLS  
RX Revised 03/22/11

Lifetime Max	\$2,000,000*
Deductible	
In Network	\$150/\$300
Out of Network	\$300/\$600
Coinsurance	
In Network	90% to \$4,000
Out of Network	70% to \$3,500
Out of Pocket (incl. ded.)	
In Network	\$550/\$1,100
Out of Network	\$1,200/\$2,400
Copays	
Primary Care	N/A
Specialist	N/A
Emergency Room	N/A
Retail RX Copays	\$5/\$15/\$25
Generic Mandatory	
Mail Order	\$6/\$20/\$40

\*Due to Health Care Reform, at some point, the Lifetime will become unlimited.

SYLLABUS  
FOR USE WITH  
APPRAISAL OF THE PROFESSIONAL  
A STEP TO PROFESSIONAL GROWTH

The Waterloo Local Schools

Adopted  
January 9, 1974

Reformatted November 19, 1999

This document is under review by a committee of WEA and Administration for alignment with the Collective Bargaining Agreement.

## SYLLABUS OUTLINE FOR "APPRAISAL OF THE PROFESSIONAL" INSTRUMENT

### Introduction

Background

Tasks to be Performed

### Philosophy

### General Procedures

How Overall Appraisal System Works

Classroom Observation Professional Evaluation Worksheet

### The Instrument

Explanation of Each Section of the Instrument and its Purpose

Rationale for Inclusion of Items

Instructions for Completing Each Section

### Appendices

Appendix A - Members of 1973 Professional Personnel  
Evaluation Committee

Appendix B - Sample Copy of "Appraisal of the Professional"

Appendix C - Classroom Observation Professional Evaluation Worksheet

## Introduction

Administration and teachers employed by the Waterloo Local Board of Education have for some time been aware of the need to develop a teacher evaluation system. The system that has been used in the past is not adequate in many ways. As a result, teachers and administrators have been researching and studying ways of either improving the present system or recommending a completely different type of evaluation process that would be suitable to all personnel concerned.

A committee was thus convened to study and develop a system for evaluating teachers. The committee consisted of representatives of the teachers association and the administrators of the Waterloo Local Schools.<sup>1</sup>

During the study and development period the following tasks were identified:

1. Develop a new professional personnel evaluation system.
2. Conduct in-service training programs for all administrative personnel in the philosophy and functioning of the new system.
3. Conduct similar in-service training programs for all teachers and other professional personnel.
4. Gather reactions and feedback about the new evaluation system and instruments and make appropriate revisions, deletions and/or recommendations based upon the information received.

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<sup>1</sup> See Appendix A for names and positions of persons serving on the Committee.

## Philosophy

The philosophy underlying the development of The Appraisal of the Professional, A Step to Professional Growth, is inherent in the title itself.

The essence of this philosophy is evident in the following list of statements compiled for the input of teachers and administrators during committee meetings.

1. The teacher appraisal system must be linked to professional growth or improvement in teaching performance.
2. Focus of the teacher appraisal system is to be on teaching performance.
3. The teacher fills many roles, some of which are not limited to the classroom.
4. Adequate options should be provided to permit flexibility in the system.
5. Appraisal is to be conducted by building administrator.
6. The appraisal system should provide for mutual goal-setting by the teacher and evaluator on an optional basis. This should permit the teacher to take the initiative for identifying areas of improvement, thereby increasing the probability that constructive actions on the part of the teacher will be forthcoming.
7. The appraisal system should provide for recommended experiences for professional growth on an optional basis.
8. The evaluation system should be the same for all professional staff, regardless of school level assignment and position filled.
9. Standards of effective teaching should be established which are credible to the teacher, undiminished by vague and loosely defined terms.
10. The appraisal system should allow for the development of a close working relationship between the teacher and the evaluator. The goal of the teacher and evaluator must be an authentic attempt to assist in professional growth and development.

It is the desire of the committee to reflect this philosophy in the title of the appraisal instrument and in the implementation of the appraisal system.

## General Procedures

Completion of the "Appraisal of the Professional" form must not be considered as a one or two-step operation only. "Appraisal of the Professional" must be viewed as a system

by which professional performance is evaluated and plans for improvement of performance are formulated.

#### The "Classroom Observation Professional Evaluation Worksheet"

The major activities, which must take place, are:

1. The building administrator shall visit and/or observe each professional staff member for whom he is responsible for purposes of gathering information needed for appraisal of performance. Each observation worksheet shall be completed after twenty (20) minutes or more of formal observation time.
2. After each twenty (20) minutes of observation, the administrator shall complete the "Classroom Observation Professional Evaluation Worksheet".
3. The administrator shall arrange a conference with the professional staff member within one (1) week after the observation to discuss the items in the observation instrument. Upon the completion of the conference, the instrument shall be signed by both parties. One (1) copy shall be retained by the principal, and one (1) copy by the teacher.
4. All "Classroom Observation Professional Evaluation Worksheets" shall be used as information and data for completing the "Appraisal of the Professional" instrument.
5. It shall be at the discretion of the administrator as to how many visits or observations are needed for a proper appraisal of the professional staff member. However, the building administrator shall complete an observation worksheet for each twenty (20) minutes of formal observation, and shall also arrange for a conference with the staff member.

#### The "Appraisal of the Professional"

This section of the syllabus will be devoted to explaining the purpose of each portion of the appraisal instrument and the rationale for its inclusion, and finally specific instructions for completing each portion.

The title of the instrument should connote some of the underlying philosophy of the total evaluation system for professional personnel. Therefore, "Appraisal of the Professional" was chosen as the title of the instrument. The purpose of the instrument is to convey the concept that the instrument be used to appraise an individual's performance of the tasks involved in his professional assignment. It is also felt that the appraisal of the professional

personnel should not convey an emphasis upon contractual recommendations but should emphasize that an individual's professional performance may be enhanced through periodic appraisal by his administrators and by himself.

#### Statement of Use

This statement, which appears at the bottom of the cover of the instrument, was carefully worded to indicate that the form is to be used as a device for the administrator and the professional staff member who is being appraised to record their perceptions of job performance, suggestions, and plans for enhancing job performance. The instrument is also a permanent record of the dates of classroom visitations for purposes of appraisal and verification of both parties that a personal conference has taken place.

#### First Annual Appraisal - Second Annual Appraisal

The administrator will indicate by a check mark which appraisal is taking place.

- A. Two (2) formal evaluations shall be conducted annually by the building administration for all teachers having three (3) or less years of experience in the Waterloo Local School District.
- B. At least one (1) formal evaluation shall be conducted annually by the building administration for all teachers having more than three (3) years of teaching experience in the Waterloo Local School District.
- C. The first formal evaluation conference shall be completed by December 31st of each school year. The second formal evaluation conference shall be completed by March 31<sup>st</sup> of each school year.

#### Teacher Background Information

The "grade/subject/position" should be used because not all professional staff are assigned to the classroom. This piece of information can also be used as a check to see if the person is assigned to duties related to his major field of study and areas of certification.

"Degrees held" give some indication of the efforts of the individual toward professional improvement and professional preparation.

"Areas of certification" gives an indication of whether the person is assigned to an area in which he has professional competence, and should perform satisfactorily without undue stress.

"Years of Waterloo service" can be used as a crosscheck for the type of contract held and whether to appraise one time or two times a year.

"Service in present school" indicates familiarity with the school staff, pupils, community, and administration.

"Total years of experience" indicates prior teaching experience regardless of the system and helps the appraiser form a picture of expected level of performance.

### Classroom Visitation Record

This section of the instrument is to be used with professional personnel who are actually performing their role in the classroom. It is a place for the administrator to record the visitations he has made prior to a conference with the teacher and show evidence that classroom visitations have been made. These visitation dates shall correspond with the dates on each observation report.

In the case of professional personnel performing duties other than in the classroom, the administrator may write "not applicable". A check on the "position" held by the person being appraised also indicates whether this section should be filled in.

### Verification of Conferences

All evaluations or reports on an observation must be dated and signed by the teacher.

The signature and date of the conference should be affixed upon completion of the instrument and termination of the conference.

### Contents of the Evaluation

This portion of the instrument is considered the "heart" of the appraisal. Each of the eight (8) items was carefully selected and the accompanying paragraphs were discussed at length before final wording was agreed upon.<sup>2</sup> The wording of each paragraph needs no further elaboration in this syllabus, since proper interpretation can be obtained by simply reading each paragraph with care.

The "code" to be used in making the evaluation in each of the eight (8) specific areas also was subjected to considerable discussion. It was felt that the use of any type of "coding" scale or "rating" scale would present difficulties, with a great deal of subjectivity being built in. Generally, the meaning of each of the coding categories is as follows:

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<sup>2</sup> See copy of the instrument designated as Appendix B

S - Successful - The professional who has mastered an area; the professional who can be looked to as a model.

NI - Needs Improvement - The professional who is successful in his area, but exhibits some need for improvement through professional growth activities.

U - Unsuccessful - The professional who is not meeting the minimal levels of performance or competence expected.

N/A - Not Applicable - For the professional who is performing duties for which all eight (8) categories or individual categories would not or should not apply.

The teacher should have the option of "rating" himself along with his building administrator.

The teacher will be given a facsimile of the official appraisal instrument and may consider each of the eight (8) items and code in his response prior to the teacher-administrator conference. Each of the items may be discussed during the conference and the administrator may transfer the teacher's responses from the facsimile onto the official appraisal instrument.

#### Goals for Professional Development

This portion of the instrument may be filled in at the option of the teacher and/or administrator. The optional aspect is included because some personnel would be performing their duties at such an outstanding level of satisfaction that selection of appropriate goals for professional improvement would not be necessary.

Space is provided for the person or persons identifying the goals for professional improvement to identify themselves.

Although the "Goals" section is designated as optional, there is a need in many cases for the evaluator and/or teacher to make every effort to designate one or more goals for improvement.

#### Proposed Professional Growth Activities

This portion provides space for the administrator and/or teacher to suggest specific activities for professional improvement. If the administrator assumes responsibility for identifying goals for professional improvement, he then must assume responsibility for proposing activities through which the teacher may reach the identified goals. If the teacher assumes responsibility for identifying goals for professional improvement, then he must take responsibility for proposing activities which will lead to attainment of the identified goals.

If the teacher and administrator mutually agree upon goals for professional improvement, then they should mutually select activities which would lead to attainment of the goals.

While it is recognized that many of the activities selected may not have a definite ending date, a space has been provided for the administrator to record the date at which it was determined that (a) the activity has been accomplished or (b) the activity is being actively pursued.

#### General Statements

This portion of the appraisal instrument may be completed at the option of the teacher and/or administrator.

This space provides an opportunity for either or both parties to comment on items in the appraisal or to make statements regarding specific issues which they feel are not satisfactorily covered in the appraisal instrument. This space is not provided as a space where either party can get in a "final word" but is provided for making statements of genuine concern.

#### Distribution

Following completion of the conference and validation of the appraisal form by both teacher and administrator signatures, one (1) copy is to be given to the teacher, one (1) is to be sent to the Superintendent's office, and one (1) is to be retained by the building administrator.

MEMBERS OF THE PROFESSIONAL EVALUATION COMMITTEE

OFFICIAL REPRESENTATIVES

Mr. N.G. Macris, Superintendent	Waterloo Local Schools
Mr. Ralph E. Kropf, Principal	Waterloo High School
Mr. George P. Sams, Principal	Waterloo Middle School
Mr. Harry Kirsch, Principal	Waterloo Primary School
Mr. Gordon Weber, Assistant Principal	Waterloo High School
Mrs. Margaret Simone, Teacher	Vocational Home Economics, WHS
Mr. Joseph Cimillo, Teacher	Social Studies, WHS
Mr. Jack Henry, Teacher	Social Studies, WMS
Mrs. Gracie Myers, Teacher	Sixth Grade, WMS
Mrs. Mary E. Rodenbucher, Teacher	Fourth Grade, WPS
Mrs. Phyllis Park, Teacher	First Grade, WPS

CONSULTANT REPRESENTATIVES

OSBA	Columbus City Schools
OEA	Akron University
BASA	Kent State University
OASSP	Toledo Public Schools



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President  
William Leibensperger, Vice President  
Jim Timlin, Secretary-Treasurer  
Larry E. Wicks, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

June 21, 2012

State Employment Relations Board  
65 E. State St., 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

Re: Case No. 2012-MED-02-0137  
Waterloo Education Association  
-and- Waterloo Local School District

**Contract Settlement**

STATE EMPLOYMENT  
RELATIONS BOARD  
2012 JUN 22 P 2:13

Dear Board Members:

Please be advised that the Waterloo Education Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), and the Waterloo Local School District have successfully completed negotiations and ratified a new Collective Bargaining Agreement, a copy of which is enclosed herewith.

Very truly yours,

Anne Thomas  
Labor Relations Consultant

AT/dm  
enclosure (Collective Bargaining Agreement)

