



MASTER AGREEMENT

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01/13/2014

between the

**WOOSTER EDUCATION
ASSOCIATION
(CERTIFIED STAFF)**

and the

**WOOSTER CITY BOARD OF
EDUCATION
(Wayne County, Ohio)**

**Effective
August 1, 2012
through
July 31, 2013**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
100	RECOGNITION	
101	Recognition of the Association (2006)	1
102	Recognition of the Board (1990).....	1
103	Recognition of the Superintendent (1974)	1
104	Membership In Professional Organizations (1990)	1
200	NEGOTIATIONS PROCEDURE	
201	Scope (1984)	1
202	Submission of the Issues (1989)	1
203	Negotiating Teams (1984).....	2
204	Negotiating Meetings (1984)	2
205	Caucus (1974)	2
206	Exchange of Information (1974).....	2
207	Progress Reports (News Releases) (1974)	2
208	Protocol (1974)	2
209	Agreement (1993)	3
210	Impasse Procedure (2012).....	3
211	Definitions (2012).....	3
212	Modification (2006).....	4
300	COMPENSATION.....	
301	Paychecks (2012)	4
302	Equalized Deductions (1984).....	4
303	Payroll Deductions (2009)	4
304	Early Payout (2012)	5
305	Student Teacher Procedure (2012).....	5
306	Credit Dates (1974).....	6
307	Salary Experience Credit (2006).....	6
308	Mileage (2009).....	6
309	Severance Pay (2012).....	7
310	Retirement Incentive (2012)	7
311	Summer School (2009)	9
312	Overnight Assignments (2006)	9
313	Committee Assignments and Curriculum Guides (2003)	9
314	Salary and Index (2012).....	9
315	Supplemental Salary (2012).....	12
316	STRS Pick-Up (2006)	18
317	Professional Development Program (2012)	19
318	Inservice Day (2006).....	20
319	Covering Class Pay (2000)	20
320	Building Coach (2009).....	20
321	Tuition Waiver (2000)	21
322	National Board Certification (2003)	21
323	403(b) Employer Sponsored Plan (2012).....	21
400	GRIEVANCE PROCEDURE.....	
401	Definition of Grievance (2009).....	22
402	Purpose (2009)	22
403	Timelines (2009)	22
404	Representation (2009).....	22
405	Procedure (2012).....	23

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
500	INSURANCE BENEFITS	
501	Hospitalization/Major Medical (2009) Super Blue Select Option 1A Plan Benefit Highlights	24
501	COG Insurance (2012)	30
502	Prescription Drug (2009)	25
503	Insurance Review Committee (1997).....	25
504	Selection of Carrier for Sections 501 and 502 (1997).....	26
505	Hospitalization/Surgical/ Major Medical Insurance Option (2000).....	26
506	Both Spouses Employed (1993).....	27
507	Dental Insurance (2009).....	27
508	Life Insurance (2000).....	29
509	Insurance Coverage (2006)	29
510	Copies of Insurance Policies and Insurance Agreements (1997).....	30
511	Assistance With Insurance (1990)	30
512	125 Contributions (2000)	30
513	Subrogation (2006)	30
600	LEAVES OF ABSENCE	
601	Educational Leave (Two-Year Duration Extended Leave) (1974)	34
602	Illness/Disability Leave (Long-Term Extended Leave) (2006)	34
603	Maternity/Child Care/Adoption (1990).....	35
604	Meritorious (Short-Term Duration) (1974).....	35
605	Meritorious (Two-Year Duration Extended Leave) (1989)	35
606	Military Leave (1990)	36
607	Personal Leave (2006)	36
608	Sick Leave (2009)	37
609	Short Term Leave to Care for Certain Ailing Family Members (2009)	38
610	Compulsory Leave (2012).....	38
611	Assault Leave (1990)	38
612	Election Leave (1984).....	39
613	Professional Meetings/Days and School Visitations (2006).....	39
614	Family and Medical Leave Act (FMLA) (2012).....	40
615	Unpaid Leave/Noninterruption of Benefits (2012).....	41
616	Disposition by the Superintendent/Board (1990).....	41
617	Reinstatement Rights (2006).....	41
700	RIGHTS AND STANDARDS	
701	Management Rights (2012).....	41
702	Association Rights (2012).....	42
703	Bargaining Unit Member Rights and Responsibilities (1993)	44
704	Dismissal Procedure (2006)	44
705	School Year and Day (2009).....	45
706	Substitute Teacher Assignment (2006)	46
707	Student Discipline (2009)	46
708	Personnel Files (1990)	46
709	Procedures for Handling Parental Complaints (2006)	47
710	Assignment Outside Certificate/License Area (2012)	47
711	Facilities (2003)	48
712	Bargaining Unit Member Protection Against Assault (2003).....	48
713	Individual Contracts (2009)	48
714	Assignment Sheets (2012)	50

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
(Cont'd)	715 Vacancies and Transfers (2009).....	50
	716 Reduction In Force (2012).....	52
	717 Teacher Evaluation (2012).....	54
	718 Parent/Teacher Conferences (2000).....	59
	719 Building Handbooks, Policy, and Other Work Rules (2006).....	59
	720 Liability Settlements (1990).....	59
	721 Disciplinary Action (2012).....	60
	722 Resident Educator Program (2012).....	60
	723 Notification of Field Experience Students (1990).....	65
	724 Student Medical Needs; Drugs (1993).....	65
	725 Non-Teaching Duties (1993).....	65
	726 Notification of Criminal Behavior (1993).....	65
	727 First Aid Supplies (1993).....	65
	728 Notification of Communicable Diseases (1993).....	65
	729 Class Size (2009).....	65
	730 Reporting of Grades (2009).....	66
	731 Smoke Free Environment (2006).....	66
	732 Labor/Management Committee (2012).....	66
	733 Nepotism (1997).....	66
	734 Job Sharing (1997).....	67
	735 Education of Students With Disabilities (2009).....	67
	736 Local Professional Development Committee (LPDC) (2006).....	69
	737 Ohio Master Teacher (2012).....	70
	738 Blood Borne Pathogens (1997).....	71
	739 New Program Training (1997).....	71
	740 Classroom Supplies (1997).....	71
	741 Student Entry or Transfer (2006).....	71
	742 Responsibility for Damage to Personal Computers at Work (2009).....	71
	743 Video Technology (2009).....	71
800	MULTIPLE BUILDING ASSIGNED PERSONS	
	801 Definition (1993).....	72
	802 Evaluation (2006).....	72
	803 Communication (1993).....	72
	804 Travel Time (1993).....	72
	805 Change of Assignment (1990).....	72
900	OPPORTUNITY/ALTERNATIVE SCHOOL7	
	901 Continuation of Program (1997).....	73
	902 Facility (1997).....	73
	903 Administrative Assistance (1997).....	73
	904 Cooperative Discipline (1997).....	73
	905 Supplies (1997).....	73
1000	ISS PERSONNEL	
	1001 Retirement (1989).....	73
1100	BOYS VILLAGE PROVISIONS.....	
	1101 Procedure For Cottage Meetings (2000).....	73
	1102 Student Placement (1993).....	73
	1103 Staffings (1990).....	74
1200	ADDITIONAL SGI PROVISIONS.....	
	1201 Calamity Days (2006).....	74
	1202 Scheduled Time Pay (2006).....	74
	1203 Meeting Pay (2006).....	74
	1204 Work Year (2006).....	74

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
(Cont'd)	1205 Class Load (2009)	74
	1206 Evaluation (2006).....	74
	1207 STRS Experience (2006)	74
	1208 IEP Preparation Pay (2006).....	74
	1209 Teacher Vacancies (2006).....	75
	1210 Title Definition (2000).....	75
	1211 Specialized Inservice (1997).....	75
	1212 Coaches vs. Teachers (2000).....	75
	1213 Planning and Conference Time (2006)	75
	1214 Mentoring.....	75
1300	CONTRACT SUBSTITUTES.....	
	1301 Definition (2000).....	75
	1302 Salary (2000).....	76
	1303 Benefits (2000).....	76
	1304 Length of Employment (2000).....	76
	1305 Collective Bargaining Agreement Rights (2006).....	76
1400	OCCUPATIONAL SAFETY AND HEALTH	
	1401 Report Internally First (1993)	77
	1402 District's Right to Reassign (1993)	77
	1403 Discrimination to Be Grieved (1993).....	77
1500	EFFECTS OF CONTRACT	
	1501 Controlling Agreement (1984).....	77
	1502 Conflict With Law (1994).....	77
	1503 Duration and Effect (2012)	77
	1504 Days (1984).....	78
	SIGNATURES.....	79

APPENDICES

A	GRIEVANCE FORM.....	80
B	TEACHER'S LIMITED-YEAR CONTRACT FOR EMPLOYMENT.....	81
C	TEACHER'S CONTINUING CONTRACT OF EMPLOYMENT	82
D	SUPPLEMENTAL CONTRACT.....	83
E	TEACHER'S ANNUAL SALARY NOTICE	84
F	SGI LIMITED CONTRACT	85
G	EVALUATION FORM (FOR ALL STAFF).....	86
H	BUILDING COACH PROGRAM.....	93
SIDE LETTER:	CLASSROOM MOVING.....	102

ARTICLE 100 – RECOGNITION

101 RECOGNITION OF THE ASSOCIATION (2006)

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

102 RECOGNITION OF THE BOARD (1990)

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

103 Recognition of the Superintendent (1974)

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

104 Membership In Professional Organizations (1990)

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

ARTICLE 200 - NEGOTIATIONS PROCEDURE

201 Scope (1984)

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

202 Submission of the Issues (1989)

A. Contract negotiations for the new contract will begin no earlier than one hundred twenty (120) calendar days and not later than one hundred (100) calendar days prior to the expiration of this Contract. The parties shall mutually agree in writing to a starting date for negotiations.

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

203 Negotiating Teams (1984)

- A. The Superintendent, or his/her designated representative(s) approved by the Board, shall meet with the designated representative(s) of the Association to negotiate in good faith. The teams shall be limited to five (5) representatives each of which there may be a maximum of two (2) professional and/or lay consultants per team.
- B. All negotiations shall be conducted exclusively between said teams. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

204 Negotiating Meetings (1984)

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

205 Caucus (1974)

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

206 Exchange of Information (1974)

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

207 Progress Reports (News Releases) (1974)

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

208 Protocol (1974)

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

Agreement (2006)

- A. When agreement has been obtained on all issues negotiated, or issues have otherwise been resolved, all issues negotiated shall be reduced to writing, signed by members of the teams and presented to the Association and the Board.
- B. The total tentative agreement shall include the following provisions in writing:
 - 1. Provisions of the Agreement
 - 2. Date that said provisions are to be implemented
- C. Within ten (10) calendar days of the tentative agreement, the Association shall consider the agreement for approval.
- D. Once the contract has been approved by the Association, it shall be submitted to the Board for approval at its next regular or special Board meeting, but no later than ten (10) calendar days from the date of ratification by the Association.
- E. When ratified by both parties, the contract shall be signed by the representatives of the Association and the President, Superintendent, and Board Treasurer and entered into the official minutes of the Board. Thereupon, the items agreed to shall constitute a revision of the Master Contract.
- F. The Contract will be printed in a booklet form (8.5" x 5.5") within thirty (30) workdays after ratification and execution of the parties. Sufficient quantities for the staff, Association, Administration, and the Board will be printed. The cost will be equally split between the Board and the Association. Additional copies may be obtained provided the additional copies are requested prior to the run. Each party will be provided with an applicable computer disk with the Contract on it.

Impasse Procedure (2012)

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

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

Definitions (2012)

- A. "Good faith" means coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. "Good faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable

to one of the parties, that party is obligated to give its reasons and offer counter proposals. "Good faith" requires both parties to recognize negotiations as a shared process. The obligation of the Board or its representatives and the representatives of the Association to meet for purposes of professional negotiations does not compel either party to agree to the proposal or require the making of a concession.

212 Modification (2006)

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

ARTICLE 300 - COMPENSATION

301 Paychecks (2012)

- A. Bargaining unit members will be paid bi-monthly (twenty-four pays per year) on the 5th and 20th of each month.
- B. If a payday is due to fall on a bank holiday, then pay will be direct deposited the preceding work day.
- C. Payment shall be issued by direct deposit into the bank of the bargaining unit member's choice, on or before the date of payday. Each bargaining unit member shall execute an authorization stating the bank to which the direct deposit is to be made. Each bargaining unit member will be provided an electronic notification of payment or its equivalent.

302 Equalized Deductions (1984)

If docking for a pay period exceeds one (1) day's pay during any one (1) pay period, the entire amount to be deducted shall be taken out at a rate of one (1) day per pay, not to exceed beyond the end of the contract year.

303 Payroll Deductions (2009)

- A. Dues and Fees [See Section 702]
- B. Annuities
 - 1. Bargaining unit members may change their contract or enter into a new contract for tax sheltered annuities with companies that are qualified to offer annuities in the School District with fourteen (14) calendar days notice to the Board Treasurer.
 - 2. If approved by the individual annuity, deductions shall be transmitted to the annuity within fourteen (14) calendar days of the deduction.
- C. FCPE

The Board shall accept payroll deductions for the Fund for Children and Public Education (FCPE) as such payments will be equal monthly payments.

D. Credit Union

Bargaining unit members shall be permitted payroll deductions from the Wayne County School Employees Federal Credit Union. Said deductions will be made from each paycheck and may be increased, reduced, added to or dropped with a two (2) week notice to the Board Treasurer.

E. Insurances

Insurance premiums owed will be automatically deducted.

F. Savings Bonds

Deductions for United States Savings Bonds will be permitted on the following conditions:

1. The deduction must be for the entire year from the first or second check of each month or from all checks; and
2. Each deduction must be an amount equal to the amount necessary to purchase at least a Twenty-Five Dollar (\$25.00) bond.

G. Education Bonds

Deductions for Ohio Education Bonds will be permitted. Said deduction will be made from either the first or second paycheck of each month. There must be at least one (1) month's notice to the Board Treasurer of any change in the amount of the deduction.

304 Early Payout (2012)

- A. If a teacher has submitted his/her resignation indicating he/she will not be returning the next school year, he/she may submit, in writing, his/her request for final payment of contract salary due at the end of June. When final payment is made, all fringe benefits including sick leave stop at that time.

305 Student Teacher Procedure (2012)

- A. Student teachers shall not be assigned to first or second year teachers. No teacher shall be assigned a student teacher without his/her permission.
- B. Any stipends or vouchers received by the District from a college or university sponsoring a student teacher will be available for purposes of purchasing classroom supplies in buildings where student teachers have been utilized.
- C. Assignment of student teachers shall be rotated among building bargaining unit members (teachers) who volunteer for such assignments, provided that any such assignment is consistent with the request of the student teacher with respect to subject area, grade level, and building, except when the college and student teacher have indicated a specific need for a specific teacher.

306 Credit Dates (1974)

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

307 Salary Experience Credit (2006)

- A. For teachers, experience credit on the salary schedule will be granted as follows:
 - 1. One (1) year of credit for each year [120 days or more) on a teacher's contract in Wooster;
 - 2. One (1) year of credit for each year (120 days or more) on a teacher's contract in another Ohio public school not to exceed ten (10) years, except without such limitation for those hired on or after August 1, 2000;
 - 3. One (1) year of credit for each year [eight (8) months or more] of active military duty, not to exceed five (5) years;
 - 4. One (1) year of credit for each two (2) years as an SGI in Wooster City Schools where there was at least seven hundred twenty (720) hours of work in each year; and
 - 5. One (1) year of credit for each year of Wooster substituting experience if in one position for one hundred twenty (120) days or more in the same school year.
- B. The Board may grant up to ten (10) years experience for service in a nonpublic accredited school, in a public non-Ohio school, or for teaching in an accredited Pre-School Program or in an accredited college or university.
- C. ISS experience credit on the salary schedule will be granted as follows:
 - 1. One (1) year of credit for each year [one hundred twenty (120) days or more) on an ISS contract in Wooster;
 - 2. One (1) year of credit for each year (one hundred twenty (120) days or more] on a teacher's contract in any Ohio public school not to exceed ten (10) years;
 - 3. One (1) year of credit for each year [eight (8) months or more] of active military duty, not to exceed five (5) years [subject to a total limit not to exceed ten (10) years when C2 and C3 are combined].

308 Mileage (2009)

- A. It shall be the policy of the Board to reimburse bargaining unit members for travel within and outside the School District, when on official business, as approved by the Superintendent and when required to travel between buildings in the same day.
- B. The rate of reimbursement will be the current IRS rate per mile. This policy shall be uniformly administered for all bargaining unit members of the District.

309 Severance Pay (2012)

- A. Bargaining unit members who have been employed by the Wooster City Schools for at least ten (10) years and who have been approved by the State Teachers Retirement System of Ohio (STRS) to receive retirement benefits, and who notify the Board in writing, will receive a lump sum payment equal to one-fourth (1/4) the number of days of accumulated but unused sick leave days to a maximum of sixty-five (65) days. Such payment shall be at the per diem rate at the time of retirement. Notwithstanding the foregoing, if the retiring employee is a Participant in the “403(b) Employer Sponsored Plan” that is established pursuant to Section 323, below, to the extent that it is permissible to do so under the terms of the 403(b) Employer Sponsored Plan, such payment shall be made directly into the 403(b) Employer Sponsored Plan, in lieu of such amount being paid to the employee in cash.
- B. Payment under Paragraph A, above, shall eliminate all accrued sick leave, whether such payment is made in cash and/or to the 403(b) Employer Sponsored Plan.

310 Retirement Incentive (2012)

- A. A bargaining unit member shall be entitled to receive the HRA account credits, and the cash payments and/or 403(b) Employer Sponsored Plan contributions, described in Paragraph B, below, if he/she meets all of the following requirements:
 - 1. The bargaining unit member has been employed by the Wooster City Schools for at least ten (10) years and opts to retire at the end of a school year;
 - 2. The bargaining unit member is approved by the STRS to receive retirement benefits, other than disability retirement benefits, with thirty (30) or less years of service credit; and
 - 3. The bargaining unit member notifies the Board of his/her intention to retire, in writing, no later than March 1 of the year in which he/she elects to retire. Once a bargaining unit member has given the notice of intent to retire, it cannot be withdrawn unless STRS determines the bargaining unit member is not eligible to retire. For purposes of this Paragraph A, thirty (30) years of service will be deemed to have occurred in the year in which the bargaining unit member reaches thirty (30) years of service.
- B. Bargaining unit members who satisfy the requirements of Paragraph A, above, shall receive the following:
 - 1. As provided in Paragraph D, below, Twelve Thousand Five Hundred Dollars (\$12,500) in credits under a Health Reimbursement Arrangement (HRA); and
 - 2. At the times provided in Paragraph C, below, cash payments which will total fifty percent (50%) of all accumulated sick leave; provided, however, that if the retiring employee is a Participant in the "403(b) Employer Sponsored Plan" that is established pursuant to Section 323, below, to the extent that it is permissible to do so under the terms of the 403(b) Employer Sponsored Plan, such payment shall be made directly into the 403(b) Employer Sponsored Plan, in lieu of such amount being paid to the employee in cash.

Payments and/or credits under this Section will be made in lieu of the payment and/or Plan contribution under Paragraph 310/A, above. A retiree who is entitled to payments and HRA account credits under this Section shall have all of his/her accrued but unused sick leave eliminated at the time of retirement.

- C. If a Plan contribution is due under Paragraph B2, above, it shall be made at the time or times specified in Section 323, below. If a cash payment is due under Paragraph B2, above:
 - 1. One-half (1/2) of such cash payment and/or Plan contribution shall be made at the time of retirement within thirty (30) days of receipt of evidence of retirement from the STRS; and
 - 2. The other one-half (1/2) of such cash payment and/or Plan contribution shall be made on the following January 10.
- D.
 - 1. If a credit is due under Paragraph 310/B1, above, credits to the HRA account shall be made in five (5) Two Thousand Five Hundred Dollar (\$2,500) increments as follows:
 - a. The first credit of Two Thousand Five Hundred Dollars (\$2,500) will be made after July 1 of the year of retirement; and
 - b. An additional Two Thousand Five Hundred Dollar (\$2,500) credit will be made on each successive July 1 for the next four (4) years.
 - 2. Based upon the amounts credited to a retiree's HRA account under the HRA, from time to time, the retiree, the retiree's spouse and dependents may be reimbursed for the following types of health care expenses:
 - a. Premiums for the purchase of health care insurance (including amounts paid for coverage under the STRS or another retirement system health care plan).
 - b. Unreimbursed medical expenses, vision expenses, and dental expenses including deductibles and co-payments under an individual policy, the STRS or another retirement system health care plan, or the plan of another employer.
 - 3. The Board will establish a plan document for the HRA that will be designed to comply with the requirements of all applicable laws, including the Federal tax laws. In accordance with and subject to the terms of the HRA plan document, the amounts credited to a retiree's HRA account may be carried over to subsequent years; after the death of a retiree, his/her surviving spouse and surviving dependents can continue to receive reimbursement of the foregoing expenses; and a retiree's HRA account shall be subject to forfeiture after the deaths of the retiree and any surviving spouse and surviving dependents who are entitled to reimbursement from the HRA account. The Board is permitted to hire a third-party Administrator to manage the arrangement and to charge those administrative fees to the accounts of the retirees.

311 Summer School (2009)

- A. Any teacher or properly certified/licensed SGI who would like to be considered for teaching in the summer school program shall apply in writing to the Director of Personnel Services in response to a posting for the position. Selection qualification shall be based upon the posted qualifications following the terms of Section 716/A5, herein, provided that where the qualifications are otherwise equal, seniority within the District shall prevail. Qualified Wooster City School teachers will be given preference before teachers from outside the Wooster City Schools.
- B. Summer School pay shall be calculated as follows:
 - 1. 0 - 9 year of service as twenty-five dollars (\$25.00) per hour
 - 2. 10 – 24 years of service at thirty dollars (\$30.00) per hour
 - 3. 25 years of service at forty dollars (\$40.00) per hour

312 Overnight Assignments (2006)

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

313 Committee Assignments and Curriculum Guides (2006)

- A. Bargaining unit members who agree to participate on committees or develop curriculum guides, outside the school year, shall be reimbursed at Twenty Dollars (\$20.00) per hour. Bargaining unit members who agree to participate on courses of study or curriculum guides, or elementary textbook committees, during the school year but outside the school day, shall be reimbursed at the above rate. Payment will be made after successful completion of the activity. The total hours will be determined in advance of participation. If the time on committees or for development of curriculum guides is to be used for a WPDU, the bargaining unit member is not eligible for other compensation.
- B. If the School District elects to schedule any such curriculum guide meeting or textbook adoption committee meeting during the school day, participating bargaining unit members will be given release time for attendance at such meetings.

314 Salary and Index (2012)

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

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

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

SALARY SCHEDULE INDEX

<u>Yrs</u>	<u>ISS**</u>	<u>Non-Degree</u>	<u>BA/BS</u>	<u>135HR</u>	<u>150HR</u>	<u>MA/MS</u>	<u>MA w/ 45GSH*</u>	<u>MA w/ 60GSH*</u>
0	0.798	0.960	1.000	1.030	1.060	1.090	1.120	1.150
1	0.815	0.994	1.048	1.079	1.110	1.141	1.172	1.203
2	0.832	1.028	1.096	1.128	1.160	1.192	1.224	1.256
3	0.849	1.062	1.144	1.177	1.210	1.243	1.276	1.309
4	0.866	1.096	1.192	1.226	1.260	1.294	1.328	1.362
5	0.883	1.130	1.240	1.275	1.310	1.345	1.380	1.415
6	0.900	1.164	1.288	1.324	1.360	1.396	1.432	1.468
7	0.917	1.198	1.336	1.373	1.410	1.447	1.484	1.521
8	0.934	1.232	1.384	1.422	1.460	1.498	1.536	1.574
9	0.951	1.266	1.432	1.471	1.510	1.549	1.588	1.627
10	0.968	1.300	1.480	1.520	1.560	1.600	1.640	1.680
11	0.985	1.334	1.528	1.569	1.610	1.651	1.692	1.733
12	---	1.368	1.576	1.618	1.660	1.702	1.744	1.786
13	---	---	1.624	1.667	1.710	1.753	1.796	1.839
14	---	---	---	1.716	1.760	1.804	1.848	1.892
15	---	---	---	---	1.810	1.855	1.900	1.945
16	---	---	---	---	---	1.906	1.952	1.998
20	1.005	1.388	1.644	1.736	1.830	1.926	1.972	2.018
25	1.025	1.408	1.664	1.756	1.850	1.946	1.992	2.038

B. Salary Schedule Effective August 1, 2012 0%

0% increase for 2012-2013. Steps will be in effect.

<u>Yrs</u>	<u>ISS**</u>	<u>NOND</u>	<u>BA/BS</u>	<u>135 HR</u>	<u>150 HR</u>	<u>MA/MS</u>	<u>MA w/ 45GSH*</u>	<u>MA w/ 60GSH*</u>
0	27,388	32,948	34,321	35,351	36,380	37,410	38,440	39,469
1	27,972	34,115	35,968	37,032	38,096	39,160	40,224	41,288
2	28,555	35,282	37,616	38,714	39,812	40,911	42,009	43,107
3	29,139	36,449	39,263	40,396	41,528	42,661	43,794	44,926
4	29,722	37,616	40,911	42,078	43,244	44,411	45,578	46,745
5	30,305	38,783	42,558	43,759	44,961	46,162	47,363	48,564
6	30,889	39,950	44,205	45,441	46,677	47,912	49,148	50,383
7	31,472	41,117	45,853	47,123	48,393	49,662	50,932	52,202
8	32,056	42,283	47,500	48,804	50,109	51,413	52,717	54,021
9	32,639	43,450	49,148	50,486	51,825	53,163	54,502	55,840
10	33,223	44,617	50,795	52,168	53,541	54,914	56,286	57,659
11	33,806	45,784	52,442	53,850	55,257	56,664	58,071	59,478
12	0	46,951	54,090	55,531	56,973	58,414	59,856	61,297
13	0	0	55,737	57,213	58,689	60,165	61,641	63,116
14	0	0	0	58,895	60,405	61,915	63,425	64,935
15	0	0	0	0	62,121	63,665	65,210	66,754
16	0	0	0	0	0	65,416	66,995	68,573
20	34,493	47,638	56,424	59,581	62,807	66,102	67,681	69,260
25	35,179	48,324	57,110	60,268	63,494	66,789	68,367	69,946

- E. Any teacher less than full-time shall be prorated on a per diem basis or hourly basis (using a 7-1/2 hour day) after placement on the salary schedule commensurate with training and experience, excepting summer school.
- F. Any teacher who is required as part of his/her regular teaching duties to work additional days prior to the commencement of the school year or subsequent to the end of the school year shall be paid for such additional days on a per diem basis or hourly basis (using a 7-1/2 hour day) based upon the individual's placement on the salary schedule. This does not apply to summer school. See Section 316/G, below, for regular extended time positions.
- G. The hourly rate for Small Group Instructors shall be determined and paid on the Index and schedule set forth below. Advancement on the schedule will be based upon each year of experience as a SGI where the SGI has worked at least one hundred twenty (120) days during the school year and averaged at least four (4) hours per day as a SGI of any kind.

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2012</u>
0	1.00	20.61
1	1.02	21.02
2	1.04	21.43
3	1.06	21.85
4	1.08	22.26
5	1.10	22.67
6	1.12	23.08
7	1.14	23.50
8	1.16	23.91
9	1.18	24.32
10	1.20	24.73
11	1.22	25.14
20	1.24	25.56
25	1.26	25.97

315 Supplemental Salary (2012)

- A. Actual listing of supplemental positions and the index for computing compensation is listed in Section 315/K, below.
- B. The Board is not required to create or to fill any supplemental contract position.
- C. If the Superintendent determines that a change in circumstances or in the nature of the duties warrants, he may recommend that the Board pay a higher figure for an activity than is provided herein. Any changes made will be subject to negotiations during the next regularly scheduled round of bargaining.
- D. If a new supplemental activity contract is created between rounds of negotiations, the salary will be subject to negotiations during the next regularly scheduled round of bargaining.
- E. The position of Athletic Director is not in the bargaining unit as long as it remains under administrative contract and not on the teachers' salary schedule.

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

1. Fall: No later than the first pay in November;
2. Winter: No later than the second pay in March;
3. Spring: No later than the second pay in May; and
4. Full Year: First pay no later than second pay in January and final pay no later than second pay in May.

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

MS Guidance (2)	10 days
Elementary Enrichment	5 days
Speech and Hearing (2)	7 days
Speech and Hearing	2 days
OWE Coordinator Alternative School (2)	20 days
Secondary OWA (2)	15 days
Secondary OWE (2)	15 days
Secondary Home Economics	15 days
Secondary Home Economics	10 days
Secondary Library/Media (2)	10 days
MS Library/Media	10 days
District Technology Resource	15 days
Network Manager	15 days
Publication Director	25 days
Secondary Director of Student Assistance	10 days

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

MS Guidance (2)	10 days
Elementary Enrichment	5 days
Speech and Hearing (2)	7 days
Speech and Hearing	2 days
OWE Coordinator Alternative School (2)	10 days
Secondary OWA (2)	10 days
Secondary OWE (2)	10 days
Secondary Home Economics (2)	10 days
Secondary Library/Media (1)	15 days
MS Library/Media	10 days
District Technology Resource	15 days
Network Manager	15 days
Publication Director	25 days

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

Psychologists (4)	22 days
Secondary Guidance	14 days
Opportunity School Teacher	5 days
High School Orientation (1)	4 days

- H. Qualified employees holding valid Ohio teaching certificates/licenses will be employed for supplemental contracts prior to hiring nonemployees or noncertificated individuals. Filling supplemental positions will be based upon the recommendation of the Superintendent, who may receive recommendations from the principal(s). The principal(s) shall get input from the activity head, when available.
- I. Experience increments of five percent (5%) of the amount after completion of second year in the same sport and ten percent (10%) of the amount after completion of the fifth (5th) year in the same sport will be given annually as part of the supplemental salary.
- J. Requirements of/and Pupil Activity Supervision Validations for coaches shall be provided or paid by the Board. Coaches shall be identified as "at risk" for blood borne pathogens and shall receive training and protection in accordance with being identified "at risk."
- K. Supplemental Salary Schedule (Index Times BA Base)

<u>ACTIVITY</u>	<u>AMOUNT</u>
HS Athletic Director (See Section E)	
HS Faculty Manager	.0868
MS Athletic Program Director	.1334
<u>Football</u>	
HS Head	.1884
HS Assistant	.1093
Freshman	.0886
Boys Village Assistant	.0337
MS Head	.0849
MS Assistant	.0772
<u>Basketball</u>	
HS Head Boys	.1837
HS Assistant Varsity Boys	.1065
HS Reserve Boys	.1065
Freshman Boys	.0864
HS Head Girls	.1837
HS Assistant Varsity Girls	.1065
HS Reserve Girls	.1065
HS Freshman Girls	.0864
MS 8th Grade Boys	.0812

<u>ACTIVITY</u>	<u>AMOUNT</u>
MS 7th Grade Boys	.0812
MS 8th Grade Girls	.0812
MS 8th Grade Girls "B" Team	.0812
MS 7th Grade Girls	.0812
MS 7th Grade Girls "B" Team	.0812
<u>Gymnastics</u>	
HS Head Girls	.1035
HS Assistant Girls	.0600
<u>Baseball</u>	
HS Head Boys	.1035
<u>Baseball (Cont'd)</u>	
HS Reserve Boys	.0600
HS Freshman Boys	.0486
HS Softball Girls	.1035
HS Assistant Softball Girls	.0600
<u>Soccer</u>	
HS Head Boys Soccer	.1334
HS Assistant Boys	.0774
HS Freshman Boys	.0627
HS Head Girls	.1334
HS Assistant Girls	.0774
<u>Volleyball</u>	
HS Head	.1334
HS Assistant	.0774
HS Freshman	.0627
MS Head	.0742
MS Assistant	.0462
<u>Tennis</u>	
HS Head Boys	.0760
HS Assistant Boys	.0441
HS Head Girls	.0760
HS Assistant Girls	.0441
<u>Wrestling</u>	
HS Head	.1334
HS Assistant	.0774
HS Freshman	.0627
MS Head	.0742
MS Assistant	.0462
<u>Swimming</u>	
HS Boys	.1334
HS Girls	.1334
HS Assistant	.0774
HS Swimming/Diving	.0774
<u>Track</u>	
HS Head Boys	.1035
HS Assistant Boys	.0600
HS Freshman	.0486
Boys Village Head	.0486
Boys Village Assistant	.0209
HS Head Girls	.1035

<u>ACTIVITY</u>	<u>AMOUNT</u>
HS Assistant Girls	.0600
MS Boys	.0577
MS Girls	.0577
MS Assistant Boys/Girls	.0462
<u>Ticket Manager</u>	.0673
<u>Lacrosse</u>	
HS Head Boys Lacrosse	.1035
Assistant Boys	.0600
Head Girls	.1035
Assistant Girls	.0600
<u>Golf</u>	
HS Head	.0760
HS Assistant	.0441
<u>Weight Room Coordinators</u>	
Fall (approximate time)	.0300
Winter (approximate time)	.0500
Spring (approximate time)	.0300
Summer (approximate time)	.0600
<u>Cross Country</u>	
HS Head Boys	.0760
HS Head Girls	.0760
MS Head Boys	.0418
MS Head Girls	.0418
MS Boys/Girls Assistant Coach	.03348
<u>Cheerleading</u>	
HS Football	.0398
HS Basketball	.0487
MS Football	.0398
MS Basketball	.0398
<u>Dramatics</u>	
HS Director	.1334
HS Assistant	.0774
<u>Publications</u>	
MS Yearbook	.0300
HS Yearbook (a)	.0760
HS Newspaper (biweekly publication)	.1334
HS Literary Magazine	.0152
MS Newspaper	.0152
<u>Music</u>	
HS Music Coordinator	.0154
HS Marching Band Director	.1087
HS Symphonic Band Director	.1087
HS Marching Band Assistant	.0697
HS Concert Band	.0697
HS Woodwind/Marching Specialist	.0203
HS Orchestra Director	.0506
9th Grade Band	.0697
MS Instrumental Director	.0833
MS Instrumental Director Assistant	.0506

<u>ACTIVITY</u>	<u>AMOUNT</u>
MS Orchestra Director	.0300
Elementary Orchestra Director	.0075
Elementary Orchestra Assistant	.0045
Elementary Band Assistant	.0045
HS Vocal	.0855
HS Show Choir	.0395
HS Choral Choreographer	.0205
Pep Band	.0225
Majorette	.0364
Flag Corps	.0364
Stage Band	.0205
Dance Team	.0205
Percussion Specialist	.0205
Elementary Vocal Evening Program	.0075
6th Grade Band	.0075
Student Council (one each for the JH/HS)	.0265
Honor Society Advisor	.0133
Junior Class Advisor	.0265
HS Guidance (each Counselor)	\$1,000
<u>Speech and Debate</u>	
Coach	.1334
Assistant	.0774
Drama & Speech Aide	.0449
<u>Performing Arts Center</u>	
Manager	.2007
Assistant Manager	.1334
HS Saturday School Supervisor	\$65.00/day
After School Discipline Supervisor	.00074/hour
Academic Challenge	.0125
Jason Project Coordinator	.1035
Elementary Safety Patrol	.0075
Special Olympics Coach	.1334
Power of the Pen Coach	.0125
Math Counts Coach	.0125
24 Math Tournament Director	.0125

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

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

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

Elementary Evening Music Program: When an elementary teacher is required to use a planning and conference period for preparation of an Elementary Evening Music Program and that

period is not subsequently replaced, such teachers may apply for and shall receive covering class pay.

Department Chairs and Department Heads: Department Chairpersons are collaborative teacher leaders who assist with curriculum needs and facilitate communication with their department and the administration with primary responsibility in the areas as the implementation of the Common core State Standards and PRCC (Assessment).

Department Chairs in the core subject areas and in any other areas deemed necessary by the Administration, will be provided a supplemental contract for .0774 of the base. Department members will annually provide input on Department Chair selection to the Principal.

Department Heads: In those departments without a designated Department Chair, Department Heads will provide coordination and input on curriculum needs and facilitate communication with their department and the administration. Department Heads will be compensated in the amount of Seventy-Five Dollars (\$75.00) per teacher in that department. Department members will annually provide input on Department Head selection to the Principal. No bargaining unit member will be required to assume a Department Chair or Department Head position.

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

316 STRS Pick-Up (2006)

- A. The Board agrees to pick-up (assume and pay) contributions to the STRS on behalf of bargaining unit members at no additional cost to the Board, except as revised in Paragraphs B and C, below:
1. The amount to be picked-up and paid on behalf of each bargaining unit member shall be that percent required by law of the bargaining unit member's compensation. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount portion picked-up and paid by the Board, except as revised in Paragraphs B and C, below.
 2. The pick-up percentage shall apply uniformly to all bargaining unit members.
 3. No bargaining unit members covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
 4. The pick-up shall apply to all compensation including supplemental earnings.
 5. Should the Internal Revenue Service make a ruling which finds the above practice to be improper, this Section of the Master Agreement shall be modified as necessary to be in compliance with the ruling.
- B. The Board will pick-up and pay four and one-half percent (4.5%) of each bargaining unit member's total annual compensation directly to the STRS. This amount is not included as compensation for retirement purposes.

- C. In addition, for each bargaining unit member upon attainment of the twentieth (20th) step on either the teacher or SGI schedule and each year thereafter for those affected persons and until separation of employment from Wooster City Schools, the Board will also contribute to the STRS all the pick-up on the amount picked-up pursuant to Paragraph B, above. This amount is to be included as compensation for retirement purposes.

317 Professional Development Program (2012)

- A. The Board shall appropriate for each contract year, a sum of Fifteen Thousand Dollars (\$15,000) to provide supplemental pay to teachers and One Thousand Four Hundred Dollars (\$1,400) for supplemental pay for SGIs for earned college credit subject to the following conditions:
1. The college course must be taken in the teacher's/SGI's area of certification/licensure, or in directly related fields, or other areas if approved under Paragraph A3, below.
 2. Available monies shall be provided to pay for tuition to qualified teachers/ SGIs on a first-come/first-served basis.
 3. The teachers/SGIs desiring such pay must meet with the building principal and receive the approval of the building principal and the Superintendent on the appropriate form provided and kept available in each building for this purpose prior to enrolling in the college course. Correspondence courses and television courses shall not be approved for purposes of reimbursement.
 4. The teacher/SGI shall submit written proof in the form of an official transcript of completed credit at an accredited university, with a grade of "B" or better ("Pass," if on pass/fail) to the Superintendent at the conclusion of the quarter (semester) in which the previously approved course was taken.
 5. The teacher/SGI shall be paid sixty percent (60%) of the tuition not to exceed nine (9) quarter hours [six (6) semester hours] annually per teacher/SGI, provided the preceding provisions of this Section have been met.
 6. The tuition reimbursement is to be payable as a single sum in a separate check following presentation of satisfactory evidence that the course work has been successfully completed.
 7. Each teacher/SGI receiving pay under this Section, prior to his/her receipt of such pay, shall agree that he/she will teach/tutor in this District for at least one (1) full school year following receipt of such pay. If such teacher/SGI fails to teach/tutor in the District for the required period, the amount of such tuition pay received during the prior school year shall be deducted from said teacher's/SGI's final pay.
 8. No teacher/SGI can receive pay under this Section two (2) school years in a row, if there are any others who have applied and have not been paid.

9. There shall be an annual accounting prepared by the Treasurer and provided to the Association President by September 30 of each year describing the previous year's expenditures in this area by name of person, date of application, number of hours, amount encumbered, and amount paid out.
- B. A variety of germane PDUs shall be provided by the Board.
- C. The Board will provide K-6 teachers with the opportunity for requested training in child abuse and neglect.
- D. The Board shall reimburse all bargaining unit members for all certificate/license applications and renewal fees within thirty (30) days of submission of the proof of expenditure; however, should a bargaining unit member voluntarily terminate his/her employment with the District (via resignation or retirement) during the life of this Contract, any reimbursement paid under this Section will be automatically deducted from the teacher's last paycheck.
- E. If the Board provides mandatory professional development training for new staff, not in accordance with Section 705 F, outside the regularly scheduled work day/year, the curriculum rate shall be paid per Section 313.

318 Inservice Day (2006)

- A. If approved by the LPDC (Section 737), inservice shall be counted as or towards the required PDU credit for that year.
- B. If (a) bargaining unit member(s) develops an alternative course or program to the above program for a group of employees in the Wooster City Schools, an outline of which is submitted to the Superintendent and approved by April 1 of the preceding year, such course or program may be attended in lieu of Inservice Day and submitted for PDU approval to the LPDC (Section 737).

319 Covering Class Pay (2000)

- A. Any teacher who covers the classes of an absent teacher shall be paid one-seventh (1/7) of the highest non-contract casual substitute teacher's daily rate for each class.
- B. Teachers will be used as period substitutes for teachers only when regular substitutes are unavailable.
- C. School Psychologists and Guidance Counselors will not be used to cover classes of an absent teacher except in emergency situations, which does not include the inability to get a substitute.

320 Building Coaches program (2009)

The negotiated Building Coaches Program is attached as Appendix I.

321 Tuition Waiver (2000)

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

322 National Board Certification (2000)

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

323 403(b) Employer Sponsored Plan (2012)

- A. Notwithstanding anything in this Agreement or Board Policy to the contrary, the Board shall adopt the "Bencor National Government Employees Retirement Plan" (the "403(b) Employer Sponsored Plan") with terms that comply with the requirements of Section 2204, herein.
- B. The terms of the 403(b) Employer Sponsored Plan shall include the following:
 - 1. Participation in the 403(b) Employer Sponsored Plan shall be mandatory for any bargaining unit member who meets the following requirement:
 - a. The bargaining unit member is entitled to cash payments under either Section 309 or Section 310, above.
 - 2. If a retiring bargaining unit member is a Participant in the 403(b) Employer Sponsored Plan, a mandatory employer contribution shall be made on his/her behalf under the 403(b) Employer Sponsored Plan in an amount equal to the total amount that would be payable to the Participant in cash pursuant to Section 309 or 310, above, but not to exceed the maximum contribution amount allowable under the terms of the 403(b) Employer Sponsored Plan. The required contribution to the 403(b) Employer Sponsored Plan shall be made at the time of retirement within thirty (30) days of receipt of evidence of retirement from the STRS. If the amounts payable under Section 309 or Section 310, above, exceed the maximum contribution amount allowable under the 403(b) Employer Sponsored Plan, the excess amount shall be payable to the bargaining unit member in cash in accordance with such sections.
 - 3. A bargaining unit member who is a Participant in the 403(b) Employer Sponsored Plan shall complete a 403(b) Employer Sponsored Plan Sponsor Enrollment package prior to retirement; and unless and until a bargaining unit member does so, no contribution of severance pay shall be made to the 403(b) Employer Sponsored Plan on behalf of the bargaining unit member.
 - 4. If a bargaining unit member is entitled to have a contribution paid to the 403(b) Employer Sponsored Plan and dies prior to such contribution being paid to the

403(b) Employer Sponsored Plan, the contribution shall nevertheless be paid to the 403(b) Employer Sponsored Plan and shall be paid to a Beneficiary of the bargaining unit member in accordance with the terms of the 403(b) Employer Sponsored Plan.

5. The 403(b) Employer Sponsored Plan shall have a "Plan Year" that runs from July 2 to July 1.
6. Neither the Board nor the Association guarantee any tax results or investment results associated with the 403(b) Employer Sponsored Plan.

ARTICLE 400 - GRIEVANCE PROCEDURE

401 Definition of Grievance (2009)

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

402 Purpose (2009)

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

403 Timelines (2009)

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by an additional five (5) school days upon the request of either party. Any additional extensions must be by mutual agreement of the parties. If the grievance is not processed within the time limits at any step of the grievance procedure, it shall be considered to have been resolved by previous disposition.
- B. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following year, could result in irreparable harm to the aggrieved, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

404 Representation (2009)

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

A. Level One – Informal

Prior to going to Level Two, the grievant and/or his/her representative must present the issue with specificity as to persons, sections and solutions, by completing a grievance form (Appendix A) and providing same to his/her immediate supervisor or principal. At the time the grievant and/or his/her representative meets with the supervisor or principal at Level One, the grievant and/or his/her representative shall identify the individual(s) affected and shall identify the issue(s). Within five (5) days of the meeting with the supervisor or principal, the supervisor or principal shall give the grievant a written Level One Disposition to the grievance.

B. Level Two

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

C. Level Three

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

1. If the grievant is not satisfied with the resolution at Level Two, he/she may request that the Association file a request for arbitration. The Association must file such request within ten (10) days of the Level Two decision, unless the parties have mutually agreed to grievance mediation through FMCS, in which case the Association must file such request within ten (10) days following the grievance mediation meeting.
2. The Association shall petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.
3. Once the arbitrator has been selected, he/she shall proceed with the arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or

application. The parties may mutually agree to utilize the services of another arbitration service.

4. The arbitrator shall render his/her decision within thirty (30) days of the close of the hearing which shall be binding on all parties.
5. The arbitrator shall have no power to add to, subtract from or otherwise modify the terms and conditions of this agreement, nor shall the arbitrator be permitted to make a decision which is contrary to law. The arbitrator has the authority to determine any question of arbitrability.
6. The cost of the arbitrator, including the cost of any transcript provided the arbitrator, shall be borne by the losing party as determined by the arbitrator. To the extent that the arbitrator determines there is not a "losing" party, the arbitrator shall determine the percentage of the costs to be assessed against each party. All other costs, including the cost of the transcript ordered by any party, shall be borne by the party incurring said costs.

ARTICLE 500 - INSURANCE BENEFITS

Insurance benefits effective August 1, 2012 through December 31, 2012

501 Hospitalization/Major Medical (2009)

A. Premium

The Board will pay eighty-seven percent (87%) for the single or family plan coverage as selected by the bargaining unit member with the options of the benefits described in Section 501/B, below.

B. Preferred Provider Option (PPO)

The Board will offer a PPO option with benefits equivalent to those set forth below:

SUPER BLUE SELECT OPTION 1A PLAN BENEFIT HIGHLIGHTS

Office Visit Co-Pay: \$10.00/\$10.00 or \$20.00

Plan participants will pay \$20.00 Co-pay if not a Coordinated Health Care participant.

Dependent Children Covered to Age 24

Lifetime Maximum: \$2,000,000

<u>Inpatient Hospital Services</u>	<u>Authorized</u>	<u>Self-Referred/ Non-Network</u>
Semi-Private Room & Board	100%	70% UCR
Physician Services	100%	70% UCR
Surgery and Anesthesia	100%	70% UCR
Drugs and Other Medications	100%	70% UCR
Lab and X-Ray Services	100%	70% UCR
Ancillary Services	100%	70% UCR
Mental Health Care* and/or Substance Abuse Treatment (Substance Abuse limited to Three Inpatient Admissions per lifetime) *Network Only	100%, 30 days per benefit period; one admission per benefit period for substance abuse	Not Covered

<u>Outpatient Services</u>	<u>Authorized</u>	<u>Self-Referred/ Non-Network</u>	
Emergency Room	100%	70% UCR	
Mental Health Care	100%; \$550/year	70% up to \$550/year	
Substance Abuse Treatment	100%; \$550/year	70% up to \$550/year	
Outpatient Surgery	100%	70% UCR	
<u>Medical Services</u>	<u>Authorized</u>	<u>Self-Referred/ Non-Network</u>	
Office Visits	100%	70% UCR	
X-Ray Services	100%	70% UCR	
Annual Physical Examination	100%	Not Covered	
Laboratory Services (including Annual Routine Pap Smear, Mammogram and Colonoscopy)	100%	70% UCR	
Well Child Care	100%	Not Covered	
Immunizations	100	Not Covered	
Allergy Tests and Treatments	100%	Not Covered	
Physical Therapy	100%	70% UCR	
<u>Other Services</u>	<u>Authorized</u>	<u>Self-Referred/ Non-Network</u>	<u>Ambulance</u>
Services	100%	70% UCR	
Skilled Nursing Facility	100%	70% UCR	
Home Health	100%, 30 days per authorization	Not Covered	

C. Enrollment

Upon initial employment or other COBRA defined qualifying event, and annually thereafter during the month of August, employees may elect coverage under Section 501/B, above.

502 Prescription Drug (2009)

The Board will pay eighty-seven percent (87%) in for single or family coverage as selected by the bargaining unit member, whether self-funded or covered by an insurance carrier, for a prescription drug card plan with a Five Dollar (\$5.00) deductible per prescription for generic drugs, a Fifteen Dollar (\$15.00) deductible per prescription for formulary drugs, and a Twenty Dollar (\$20.00) deductible per prescription for other brand drugs.

503 Insurance Review Committee (1997)

A. There shall be an Insurance Committee comprised of an equal number of members appointed by the Association and appointed by the Board for terms of three (3) years, and members may be reappointed to succeeding terms. If there is more than one (1) bargaining unit on the Insurance Review Committee, then the number of members from all bargaining units shall be equal to the number of persons appointed by the Board. There shall be no less than eight persons on the Committee. For initial creation, two (2) persons from each party shall have a one-year term, one shall have a two-year term, and one shall have a three-year term. No more than two (2) members of either the

Association or Board representatives may be appointed in any one year except to fulfill unexpired terms. The Association and the Board may designate a substitute member to attend in the event of the absence of a committee member.

- B. The Insurance Review Committee shall conduct ongoing review of this insurance regarding costs vs. benefits, experience (usage), rates, and alternatives.
- C. The Insurance Review Committee shall have the authority to recommend, by a two-third (2/3) vote, to the Association and the Board representatives changes in the nature and extent of the insurance coverage's and the carrier. No change shall become effective until approved by both the Association and the Board. The parties agree that any recommendation(s) of this Committee and its members is(are) not to replace or abrogate the authority of the Association as the exclusive representative of this bargaining unit as described in Article I, nor to replace or abrogate the authority of the Board as described in Section 504, below.
- D. If the plan is a self-insured program, the Insurance Review Committee shall have the final authority to resolve, by a majority vote, any disputes regarding benefits, claims and/or payments to be made by the Plan Administrator or Board under the Plan prior to filing of any grievance.
- E. The Insurance Review Committee shall meet at least four (4) times during the school year and shall maintain minutes of their meetings, which shall be approved by the committee members. Copies of committee minutes shall be furnished to the Board and the Superintendent and the Association President. Notice of Insurance Review Committee recommendations regarding plan changes shall be posted in each building in at least one (1) place accessible to the employees and copies shall be forwarded to the Association President and the Board.
- F. All proceedings and reports of the Insurance Review Committee relating to claims and/or disputes of identified individuals shall be confidential, although committee minutes may report generally on claims as to the nature, number, amount paid out and claims dispute resolution without identifying individual claimants.

504 Selection of Carrier for Sections 501 and 502 (1997)

The Board shall have the right to change the insurance carrier or to become self-insured, so long as the level of benefits and deductible amounts are equivalent to those listed in Sections 501 and 502, above. Any insurance consultant used shall be neutral, i.e. shall not be a plan provider.

505 Hospitalization/Surgical/Major Medical Insurance Option (2000)

Any bargaining unit member covered under either the single or family coverage of the School District's health insurance plan as of 2/1/1994, and any new employee hired after the date the Agreement is signed, who declares in writing to the Board Treasurer before August 1 of each year that he/she does not elect to be covered under Sections 501/B and 502, above, or the option under Section 501/C, for the entire school year may opt out of the District Plan, if he/she is covered by another plan outside the District. Said election shall then be effective for the twelve month period beginning August 1. Additionally, employees hired after August 1 and employees who first become eligible for benefits after August 1 may declare in writing to the Board Treasurer that he/she does not elect to be covered under Sections 501/B2 and 502,

above, or the option under Section 501/C, above, for the remainder of the period from the date of hire through the subsequent July 31 may opt out of the District Plan, if he/she is covered by another plan outside the District. If an employee opts out of the medical plan coverage of the District, that employee may only be permitted to change his/her election and to reenroll under the health plan prior to the following July 31 if: (1) there has been a change in status that would permit the employee to change his/her election under the applicable rules and regulations of the IRS under Section 125 of the Federal tax law, and (2) such change would be a qualifying event defined by the health plan of the School District. If the employee's election of no coverage remains in effect until the following July 31, said bargaining unit member shall be paid an amount equal to forty percent (40%) of the annual premium paid by the Board for the twelve (12) month period preceding the effective date of his/her election [or number of months employed or eligible for benefits to July 31 if a new employee or first time eligible employee] otherwise payable by the Board for that same single or family plan coverage (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). The payment provided in this Section shall be paid in a lump sum the first payroll of the succeeding year.

506 Both Spouses Employed (1993)

If both spouses are employed in the District, the Board is only obligated to pay the premium for one (1) family plan or two (2) single plans (if there are no children) for Sections 501 and 502, above, only.

507 Dental Insurance (2009)

The Board will (87%) to provide dental insurance with benefits, coverage's, and limits not less than that generally listed below:

A. Class 1 – Preventative

No Deductible and one hundred percent (100%) paid of UCR fees and includes:

1. Routine oral exams
2. Teeth cleaning
3. Fluoride treatment
4. Emergency pain treatments
5. Space maintainer
6. Diagnostic X-Rays
7. Other diagnostic and preventative care
8. Limited to two (2) cleanings and exams per twelve (12) consecutive month period, one (1) fluoride treatment in a twelve (12) month period with no age limit, and sealants are allowed to age fourteen (14).

B. Class 2 - Minor Restorative

Eighty percent (80%) paid of UCR fees and includes:

1. General anesthesia
2. Extractions and oral surgery
3. Root canal therapy
4. Repair of crowns, bridgework, and removable dentures.
5. Treatment of gum disease
6. Fillings, amalgams, silicate, and acrylic.
7. Other entodontics, periodontics, prostheodontics maintenance, and oral surgery.

C. Class 3 - Major Restorative

Fifty percent (50%) paid of UCR fees and includes:

1. Inlays, onlays, gold fillings, or crown restorations.
2. Installation of fixed bridgework or tooth implants.
3. Installation of partial or full and removal of dentures.
4. Replacement of existing bridgework or dentures.
5. Other restoration and prostheodontics installation.

D. Class 4 – Orthodontics

No deductible and fifty percent (50%) paid of UCR fees with a One Thousand Five Hundred Dollar (\$1,500) lifetime maximum per person and includes:

1. Full-banded orthodontic treatment
2. Appliances for tooth guidance
3. Appliances to control harmful habits
4. Retention appliances

E. Classes 2 and 3, combined, are subject to an annual deductible of Twenty-Five Dollars (\$25.00) per individual to a maximum of Seventy-Five Dollars (\$75.00) per family.

F. Classes 1, 2, and 3, combined, are limited to an annual maximum of One Thousand Five Hundred Dollars (\$1,500).

G. Dependent Eligibility

To age twenty-three (23) and twenty-five (25) if full-time student.

H. There is no thirty-six (36) month requirement for dentures.

I. There is no limit on bitewings.

J. No verification is required for services.

508 Life Insurance (2000)

A. The Board will provide a Thirty-Three Thousand Dollar (\$33,000) life insurance policy per full-time bargaining unit member. Said coverage is to include accidental death and dismemberment. Further, bargaining unit members may, at Board cost, add additional insurance up to twice that provided by the Board, by paying the Board Treasurer the premium due one (1) month in advance of premium due date subject to the terms and conditions provided by the carrier.

B. Upon termination of employment, the individual shall have the option of converting his/her policy to individual coverage by complying with the terms of the conversion privilege in the insurance contract.

509 Insurance Coverage (2006)

A. Teachers and ISS working six (6) hours or more per day, five (5) days per week are entitled to all insurances provided herein.

B. Should the Board or Administration transfer a teacher or ISS or reduce the number of hours to less than six (6) hours, five (5) days per week, the teacher or ISS would not lose payment of his/her insurances.

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

D. SGIs

1. SGIs scheduled an average of six (6) hours or more per day are entitled to have all the insurance provided herein. An "average" means the average daily hours scheduled in any one (1) calendar month.

2. Should the Board or Administration transfer a SGI or reduce the number of hours to less than that provided in Paragraph D1, above, the SGI would not lose payment of his/her insurance.

3. SGIs working less than that provided in Paragraph D1, above, shall have the right to purchase, at the Board rate, any or all insurances by either payroll deduction or by direct payment to the Board Treasurer not later than the fifteenth (15th) of each month. Where payment is made by payroll deduction, the Board Treasurer will provide a schedule of payroll deductions with the first paycheck of the year.

4. For those SGIs who work at least three (3) hours per day but less than the number of hours set forth in Paragraph D1, above, the Board shall provide Sixteen Thousand Five Hundred Dollars (\$16,500) in term life insurance; and for SGIs electing hospitalization and major medical insurance, the Board shall pay Fifty Dollars (\$50.00) each calendar month toward employee coverage or One Hundred Dollars (\$100.00) each calendar month toward family coverage, as selected by the SGI.

510 Copies of Insurance Policies and Insurance Agreements (1997)

For those insurance provisions covered by this Contract, bargaining unit members, administrators and the Board Treasurer shall be provided copies of all policies/agreements/riders, as well as changes/amendments, and stop-loss policies, third-party administrator agreements and/or consortium agreements.

511 Assistance With Insurance (1990)

The Board will provide the necessary forms and information for a bargaining unit member to process claims. When a bargaining unit member is unsuccessful in processing claims, the Board will endeavor to provide the bargaining unit member with an appropriate contact person to resolve the problem.

512 125 Contributions (2000)

Bargaining unit members shall have the right to have payroll deductions for nontaxable Section 125 contributions.

513 Subrogation (2006)

Bargaining unit members who have insurance benefits with the District and who make a legal claim for compensatory damages against a third party, and who have had medical expenses paid under any of the District's insurance plans on his/her behalf, shall be obligated to execute a Subrogation Agreement as prepared by the Plan(s) Administrator prior to payment of those medical expenses and shall be obligated to reimburse the Plan(s) the full amount of benefits paid by the Plan(s) from the gross proceeds of any settlement or award as a result of the third-party claim. The member's duty to reimburse the Plan(s) is limited only to the extent that such reimbursement shall not be greater than the total settlement or award received and is irrespective of whether the settlement or award may or may not provide reimbursement for all of the bargaining unit member's actual or claimed damages.

COG Insurance benefits effective January 1, 2013

501 Hospitalization/Major Medical (2012)

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

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

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

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

Should the Board or Administration transfer a SGI or reduce the number of hours to less than that provided in Paragraph 4, above, the SGI if employed and participating in the insurance on December 31, 2012, would not lose payment of his/her insurance.

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

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

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

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

Coverage Overview: See Plan Booklet for more detailed coverage information.

Medical

- A. The Board will pay 87% of the premium and the employee will pay 13% for full-time employees.
- B. Stark County Schools Council

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

C. Preferred Provider – Doctors/Hospitals

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

August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

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

D. Preferred Provider – Prescription Drugs

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

1. The program will be available to employees and their dependents who have “primary” coverage under the District’s insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee’s 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications – PPO:

Maximum Benefits	Unlimited
Deductible	\$100/individual \$200/family
Accumulation Period	Calendar Year

Co-Insurance Provisions

In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative – Routine Pap test, mammogram, and prostate cancer test once per year shall be covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet.

Dependent Coverage – Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification – Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$33,000 for each teacher.

For those SGIs who work at least three (3) hours per day but less than the number of hours set forth above, the Board shall provide Sixteen Thousand Five Hundred Dollars (\$16,500) in term life insurance.

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

Dental Insurance

Plan description (summary only):

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

- 1) Maximum benefits/covered person:
Class I, II or III - \$2,500/person per year.
- 2) Deductible-Ind. \$25 per year
- 3) Deductible-Family \$75 per year
- 4) Co-insurance Amounts
 - a) Class I –
Prevention 100% of Usual & Customary
(no deductible)
 - b) Class II –
Basic 80% of Usual & Customary
 - c) Class III –
Major 80% of Usual & Customary
 - d) Class IV –
Orthodontia 60% of Usual & Customary

Lifetime maximum
Orthodontia \$1200/per individual

Section 125-Tax Shelter

Tax sheltering of the individual’s contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

ARTICLE 600 - LEAVES OF ABSENCE

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

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

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

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

603 Maternity/Child Care/Adoption Leave (1990)

The Board shall grant to any bargaining unit member, upon receipt of his/her written application, a Maternity/Child Care/Adoption Leave for the care of a child less than two (2) years of age. Such leave shall be for up to one (1) school year without pay upon the following terms and conditions:

- A. Such bargaining unit member shall give written notice to the Superintendent of the intent and necessity to use this leave.
 - 1. Such request shall be submitted at least ninety (90) calendar days in advance of the proposed commencement of the leave. If the request is not filed ninety (90) days prior to the leave, then the Board has no obligation to grant the leave.
 - 2. The expected date of return which may only be at the beginning of the school year or semester.
- B. Should the bargaining unit member in question be pregnant, after consulting with her doctor, she shall submit to the Board a proposed work termination date which is in the best interest of the bargaining unit member and the students.
- C. Such bargaining unit member shall express in writing by April 1, to the Superintendent, his/her desire to return and the date of return. For those bargaining unit members returning at semester, the date of his/her letter shall be by November 1.
- D. The bargaining unit member may apply in writing for an earlier return or an extension of said leave.

604 Meritorious (Short-Term Duration) (1974)

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

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

- A. The Board may grant to any teacher, upon review of their written application, an extended leave of up to two (2) years duration without pay for a request of exceptional merit which has a direct relationship to such teacher's effectiveness in a classroom. Such leave may include such programs as Vista, Peace Corps, government service or travel.
- B. A teacher may request, for purposes identified above, a leave of up to two (2) semesters with partial pay. If the request is approved, the teacher shall be given partial pay equal to the difference between his/her regular teaching salary and the base salary in effect during the leave. In addition to approval by the Board, the following provisions shall apply to a request for leave with partial pay.
 - 1. The teacher shall present a plan for professional growth with leave request and shall present evidence that the plan was followed upon return from leave.

2. The teacher shall sign a contract agreeing to return to the District at the end of the leave for a period of at least one (1) year. The contract shall state that failure to return for at least one (1) year shall require the teacher to reimburse the District the full amount of the partial pay.
3. No leave will be granted to any teacher who has less than five (5) years' service in the Wooster City Schools.
4. The teachers must make a final decision on whether or not to take such leave within sixty (60) days of approval or the approval will be considered rescinded.

606 Military Leave (1990)

- A. Any bargaining unit member eligible for a military leave of absence pursuant to ORC 3319.14 shall be granted such leave and, upon return, such bargaining unit members shall be reemployed by the Board on the terms and conditions as set forth in said statute.
- B. Any bargaining unit member eligible for a military leave of absence pursuant to ORC 5923.05, shall be granted such leave, and without loss of pay, for periods not to exceed thirty-one (31) days in any one (1) calendar year.

607 Personal Leave (2006)

- A. Each bargaining unit member will be granted upon request three (3) days of unrestricted personal leave per school year with pay. Such leave shall be granted subject to the following restrictions:
 1. Notice of intent to use the unrestricted personal leave shall be filed at least forty-eight (48) hours prior to the intended date of use, except in emergency situations. In the cases of emergencies, the form shall be completed upon return.
 2. Except for those on emergencies, there shall be no more than seven (7) teachers, who require substitutes, on leave in any one (1) day.
 3. Except for emergencies, personal leave may not be used by teachers on parent/teacher conference days, unless the teacher agrees to return for evening conferences.
 4. Except for emergency use, personal leave may be denied if no substitute is available.
 5. Personal leave shall not be used for extending a vacation or holiday or for use on a District-wide inservice day except to chaperone PreK-12 students on a public school sponsored trip or for a documented need for leave approved by the Superintendent.
- B. A bargaining unit member not using any personal leave in a contract year may carry over one (1) day to the following year, but may never have an accumulation in excess of four (4) personal days in any one (1) year.

Sick Leave (2009)

- A. A bargaining unit member shall receive sick leave with pay described within ORC 3319.141.
- B. Each bargaining unit member shall receive fifteen (15) days of sick leave per year which shall be credited at the rate of one and one-fourth (1-1/4) days per month.
- C. Accumulated but unused sick leave is cumulative from year-to-year up to a maximum of two hundred seventy-five (275) days.
- D. If school is closed due to an emergency or a holiday, no bargaining unit member shall be charged with a sick leave day for such day the school is closed. No bargaining unit member shall be charged with a sick leave day for attendance at a meeting, workshop or conference for which such bargaining unit member is not being compensated by the Board.
- E. Sick Leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the bargaining unit member's immediate family.
- F. Sick leave may be used for illness or death in the immediate family of the bargaining unit member. When using sick days for illness, the term "immediate family" shall be defined as including spouse, domestic partner, parents, parents-in-law, children, stepparents, stepchildren, or other relative living in the bargaining unit member's home and siblings with major illness. When using sick leave for death, the term "immediate family" shall be defined as including spouse, domestic partner parents, parents-in-law, children, children-in-law, siblings, siblings-in-law, stepparents, stepchildren, grandparents, grandchildren, nieces, nephews, aunts, uncles, or other relative or close friend living within the bargaining unit member's home.
- G. Each bargaining unit member shall receive a monthly statement from the Board Treasurer showing the total number of accumulated and unused sick leave to the credit of said bargaining unit member.
- H. The Board shall allow, upon the request of a bargaining unit member, an advance of up to five (5) sick days to be deducted from the bargaining unit member's future accumulation providing that the teacher will earn enough sick days within the existing school year to repay the advanced number of days. The Board may, at its discretion, advance additional sick days upon a bargaining unit member's request.
- I. Disability Retirement Prerequisite Application
 - 1. A bargaining unit member who develops a disabling condition or long term illness (any condition or illness which is anticipated to exceed six months) shall, within twenty (20) days following receipt of the notice from the physician of the possibility that such condition or illness might exist, apply for disability retirement benefits to the STRS.
 - 2. A bargaining unit member shall be entitled to receive sick pay for the time period until disability retirement is approved by the STRS.

3. If the STRS approves said application for disability retirement, sick leave usage shall cease the end of the month immediately preceding the date that disability retirement benefits commence and the Board will report to the STRS that the last day for which compensation was paid to the disabled bargaining unit member was the date that disability retirement benefits commence.
4. Denial of STRS disability shall not prejudice the use of accrued but unused sick leave.

J. Sick Leave Transfer

In extraordinary circumstances, the Association may initiate a one-time transfer of sick leave from bargaining unit members to a named specific bargaining unit member who has exhausted or shortly will exhaust his/her accrued sick leave, subject to Board approval. This transfer of sick leave shall be accomplished on a form specifically approved and distributed for this purpose. The sick leave transfer is irrevocable and shall cause the contributing bargaining unit member to have his/her sick leave reduced within thirty days by the amount equal to that unit member shall have accrued for use sick leave totals equal to the aggregate (3) contributed to the receiving bargaining unit member. The receiving bargaining years from the date of receipt of this transfer, if the recipient retires or applies total contributed by other members of the bargaining unit. At any time, for three for disability retirement, or leaves the District, any days remaining, less that which would have otherwise been earned, shall be deducted from the recipient and given to the next qualified bargaining unit member.

- K. Deductions shall be on a one-half (1/2) day basis.

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

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

610 Compulsory Leave (2012)

Release time shall be granted for required appearances in court or other tribunal where the bargaining unit member is a defendant or subpoenaed witness in connection with a matter related to School District business or while on jury duty. If the bargaining unit member is dismissed from jury duty or as a witness by 11:00 AM (inside Wayne County) or 10:00 AM (outside Wayne County), the bargaining unit member shall return to his/her regular assignment.

611 Assault Leave (1990)

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

- B. Assault leave may not be granted under this policy unless the bargaining unit member in question:
 - 1. has a signed, written statement justifying the granting and use of assault leave;
 - 2. provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
- C. Provisions of this leave shall be in compliance with ORC 3319.143.

612 Election Leave (1984)

- A. Any teacher who wishes to run for a full-time position in a public office or Ohio or National Education Association office, that would require release time for a minimum of one (1) year, may be granted such leave for a period of time equal to one (1) term duration. Requests shall be made in writing to the Superintendent in the year for which the leave is to commence or at least thirty (30) days prior to the beginning of the term, whichever is earlier, and the leave shall commence the beginning of the term.
- B. The Board shall have no obligation for any benefits of salary, whatsoever, except for reinstatement with the same contract status held immediately preceding the commencement of the leave. Return from such leave will only commence at the beginning of an academic school year.

613 Professional Meetings/Days and School Visitations (2006)

- A. During the school year, a District-wide professional inservice day and other inservice meetings are cooperatively planned by bargaining unit members and the Administration. On other occasions, early release inservice meetings will be planned. In addition, as small groups of bargaining unit members of a specific grade level or within a specific subject area have need for consultant assistance, these meetings will be planned.
 - 1. A District-wide Inservice Committee will be established. This Committee will be made up of Elementary and Secondary bargaining unit members, and Elementary, Secondary and District administrators. This Committee will:
 - a. Plan the District inservice yearly program
 - b. Survey District staff for inservice needs
 - c. Coordinate with LPDC
- B. A great variety of educational conference and school visitations take place at a local, state, and national level including but not limited to, North Central and NCATE teams. Bargaining unit members are encouraged to participate in these meetings and funds will be budgeted for this purpose. The Board shall reimburse bargaining unit members attending approved meetings and visitations for such expenses as lodging, transportation and meals.
- C. In order that the greatest number of bargaining unit members receive these benefits, the following criteria are utilized when bargaining unit member applications are submitted to the building principal:

1. The location of the conference (an attempt is made to attend meetings where transportation costs are reasonable); registration cost (extremely high registration cost may prevent approval).
2. Large numbers of bargaining unit members should avoid going to the same conference under normal circumstances (unless it is predetermined that a specific meeting or visitation has special application or value to Wooster).
3. The potential for improving the Wooster City Schools and/or the ability and performance of the bargaining unit member.
4. The opportunity to attend conferences should be available to all interested bargaining unit members.
5. Proper Completion of the Application for Educational Conferences - Application should be first obtained from, and upon completion submitted to the building principal and, when approved, sent to the Central Office for approval.
6. For approved leaves, registrations for fees in excess of Fifty Dollars (\$50.00) may be submitted directly to the Board Treasurer with a payables voucher. Arrangements to have the hotel directly invoice the District may be made and the employee shall be responsible for any balance in excess of applied limits. Meals in excess of guideline limits, if part of approved conference and printed as part of conference program, will be paid at the level printed. The Board Treasurer will directly pay the registration to the conference if the fee exceeds Fifty Dollars (\$50.00). If conference is not attended by the bargaining unit member after registration fees have been paid, the teacher shall be responsible for reimbursing the Board for said fees.
7. While priority may be given to specific subject areas, approval shall not be restricted to selected subject areas.
8. No more than seventy-five percent (75%) of the annually appropriated funds shall be allotted to conferences applied for during the first semester.
9. Attendance at administratively directed workshops/conferences will not be cause for denial of bargaining unit member initiated and requested workshops/conferences.

614 Family and Medical Leave Act (FMLA) (2012)

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

615 Unpaid Leave/NonInterruption of Benefits (2012)

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

616 Disposition By the Superintendent and Board (1990)

- A. A bargaining unit member who applies in writing for an unpaid leave shall be notified of the disposition of application, in writing, by the Board within sixty (60) days of said application.
- B. A bargaining unit member who applies in writing to extend an unpaid leave shall be notified of the disposition of the application, in writing, by the Board within thirty (30) days of said application.
- C. For good cause shown, the Board may extend a leave.

617 Reinstatement Rights (2006)

- A. A teacher who returns from a leave of absence during the same school year during which such leave began, will be assigned to the position held before going on leave. A teacher who returns from an unpaid leave of absence in a subsequent school year will be assigned to the position held before going on leave, if it still exists, otherwise to a position for which the teacher is certified/ licensed. Position is defined as follows: A position in the building and, if in elementary also grade level, and if in secondary also subject area certification/ licensure taught in at the time the teacher went on the leave of absence. This paragraph is not intended to give any bargaining unit member additional rights to a position if there is a reduction in force under Section 716, herein.
- B. Upon return from leave, ISS, or an SGI will be assigned to the position held before going on leave.
- C. Bargaining unit members returning from long-term/extended leave shall notify the Superintendent of their intent to return for the next year by April 1. If the bargaining unit member fails to inform the Superintendent by April 1, such failure shall be considered an automatic resignation.

ARTICLE 700 - RIGHTS AND STANDARDS

701 Management Rights (2012)

It is the purpose of this Section to recognize the rights of the Wooster City Board of Education acknowledging that the powers, responsibilities and authority of the Board in regard to the operation of its work, and the direction of its work force which the Board has not specifically

abridged, deleted, granted or modified by the express written provisions of this Agreement are and shall remain exclusively those of the Board.

Unless the Board agrees otherwise in this Collective Bargaining Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Ohio and of the United States including, but without limiting the generality of the foregoing, all the rights identified in ORC 4117.08. These include:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as its functions and programs, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause;
- F. Layoff, transfer, assign, schedule, promote, or retain employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the School District;
- I. Effectively manage the work force; and
- J. Take actions to carry out the mission of the School District as a governmental unit.

702 Association Rights (2012)

As the exclusive representative, the Association shall have:

- A. Use of a portion of an existing bulletin board in each building in an appropriate place as identified by the building principal.
- B. Payroll Deductions for Dues and Fair Share Fees
 - 1. The Board shall deduct the periodic dues of Association members, and shall deduct a fair share fee (in the manner described in Paragraphs B2, B3, B4, B5, below) from all nonmembers of the Association equal to Association and affiliate dues. Such payroll deduction of dues, etc., shall be made equally from eighteen (18) consecutive pays starting with the first pay in October for fee payers -- first pay in January for twelve (12) consecutive pays.
 - 2. Bargaining unit members, who do not elect to become members of the Association within sixty (60) calendar days following his/her initial day of actual work, shall be required to pay the Association the fair share fee. No service fee

shall be assessed or collected during the first days following a new bargaining unit member's initial day of actual work.

3. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees for dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "Board" includes the Board of Education of the Wooster City School District, its members, the Treasurer, Superintendent and all members of his/her administrative staff. This paragraph is not applicable for any claims originating out of, related to, or resulting from Paragraph 4, below.
 4. This fair share fee provision does not apply to any teacher who was not a member of the Association on June 24, 1986 and was an employee of the Board at that time, so long as said teacher does not subsequently become a member of the Association.
 5. The Board Treasurer shall give to the Association Treasurer within five (5) calendar days, the total amount deducted that pay period along with a complete description by name of the amount deducted.
- C. Use of inter-District delivery service and use of staff mailboxes for communication with Association members.
 - D. Copy of the Board Agenda in the same format as is currently used, plus a copy of all proposed Board minutes.
 - E. Use of school buildings for Association meetings as allowed for in Board policy as approved by the Superintendent.
 - F. Opportunity to work cooperatively or have input with the Board prior to an anticipated increase in millage rates.
 - G. The Association President will be provided two (2) copies of the names, addresses, phone numbers and assignments of the employees listed in the School District's Directory.
 - H. Elected delegates and alternates to the OEA Representative Assembly will be provided release time to attend such meetings which will not be charged to Professional Leave. The only cost to the Board will be necessary substitutes as has been the practice in the past.
 - I. Committee Assignments
 1. "District Committee" shall be defined as any committee who has as membership members of the bargaining unit.
 2. The Board shall notify the Association of any new or potential committee and its membership.

3. The Association shall be responsible for appointing any Association members to District-wide committees with input from the administration.
4. No District Committee shall be asked or allowed to undermine the status of the Association as exclusive representative of the bargaining unit.
5. The OIP process is excluded from this provision.

703 Bargaining Unit Member Rights and Responsibilities (1993)

A. Academic Freedom

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

B. Educational Plans

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

C. Notification of Messages

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

704 Dismissal Procedure (2006)

- A. No bargaining unit member shall be nonrenewed in an arbitrary and capricious manner.
- B. When it is the intention of the Superintendent not to recommend the reemployment of a bargaining unit member, the reasons shall be communicated, in writing, by the Superintendent to the bargaining unit member no later than March 30. If the bargaining unit member is dissatisfied with the recommendation not to reemploy, he/she may appeal this decision to the Superintendent within five (5) school days, who shall meet with and hear the bargaining unit member's views. The Superintendent shall write his/her decision to the bargaining unit member within five (5) school days.
- C. If the bargaining unit member is still dissatisfied, he/she may appeal within five (5) school days, in writing, to the Board, stating his/her reasons why the bargaining unit member believes the contract should be renewed. The Board and the Superintendent and/or legal counsel, in executive session, will review with the bargaining unit member and the bargaining unit member's Association representative and/or the Association's legal counsel the written appeal and, after careful consideration, give their written decision to the bargaining unit member.

School Year and Day (2009)

- A. The work year (upon which the salary schedule is based) will consist of a maximum of:
1. one hundred seventy-eight (178) days for ISS;
 2. one hundred eighty three (183) days for teachers;
 3. one hundred eighty-four (184) days for teachers new to Wooster of which one hundred seventy-eight (178) are with students in attendance, unless standards for the state of Ohio change.
- B. The full-time teacher workday shall be no longer than seven and one-half (7-1/2) hours exclusive of professional responsibilities which shall not be unreasonable in number or duration.
- C. Each teacher and ISS shall be granted at least thirty (30) minutes duty free lunch each school day during which time he/she shall not be required to perform any school activity, and said teachers may leave school property at lunch.
- D. Each elementary full-time equivalent classroom teacher shall have at least two hundred (200) minutes per week for instructional planning and conferences within the student's day. In addition to the normal before and after student day time, each full-time High School and Middle School shall have at least one (1) planning period per day. Part-time teachers who teach one-half (1/2) or less of the full day shall receive one-half (1/2) of the planning time of a full-time teacher, while remaining part-time teachers shall receive the same planning time as a full-time teacher. The Administration will facilitate common planning time for teams approved by the Administration. Additionally, the administration will make an effort to facilitate some collaboration time between special education teachers and regular education teachers who work together in the classrooms.
- E. When schools are closed due to calamity, teachers will not be required to report to work unless the calamity affects less than the total District.
- F. The Board may establish up to five (5) additional days for professional development or training beyond such bargaining unit members' regular contract year that are established with the annual calendar and are during or contiguous to the beginning or the end of the contract year. Unless the parties mutually agree otherwise, the scheduling and content shall be in collaboration with the LPDC based upon alignment with District goals or State or Federal mandates. Small Group Instructors shall receive their normal hourly rate for attendance on such days while the other bargaining unit members shall receive their per diem rate of pay. Such days may be scheduled as full days during the school year and either full or half days before or after the school year. It may involve all or a portion of the staff.
- G. Once per month elementary teachers (K-6) may be required to attend a district-wide grade level meeting starting at 7:45 a.m. The scheduled dates, time and location for the district-wide grade level meetings shall be determined and distributed by the first teacher work day of the year. The teachers who are required and attend the meeting shall be given forty-five (45) minutes of flexible time to be used in the same month as the scheduled meeting. The time may not be used during the student day.

706 Substitute Teacher Assignment (2006)

- A. A teacher, when requesting a substitute, may make a request for a substitute by name.
- B. All teachers, if going to be absent, shall follow the procedure established and communicated at the beginning of each school year, except bargaining unit members are not required to obtain their own substitutes.

707 Student Discipline (2009)

- A. When a teacher is no longer able to manage a discipline problem in the classroom, the problem may be referred to a member of the building's administrative or intervention team and the teacher may remove the student from the curricular or extracurricular activity the teacher is supervising if the student's presence poses a continuing danger to persons or property or a threat of disrupting the academic process. The Administration will communicate student disciplinary decisions to the referring teacher in a timely manner.
- B. Only the Administration may suspend or expel a pupil from school and the legal steps are established in the Ohio Revised Code.
- C. No credit shall be required to be given for work missed while a pupil is serving an out-of-school suspension or is expelled, unless it is a student with a disability or a not yet identified student with a disability (a student in the IAT process).
- D. Grades are not to be used as a form of punishment.
- E. The principal, working cooperatively with teaching staff, will develop guidelines for teachers sending pupils to the office and the disposition of related problems. These guidelines will be reviewed with the building staff at the beginning of each school year.
- F. Alternative placements, suspensions or expulsions shall be provided.
- G. In the absence of the principal or any other administrator in the building, the Head Teacher shall be responsible for making decisions concerning student discipline within the guidelines of the Ohio Revised Code.

708 Personnel Files (1990)

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

- C. Any bargaining unit member shall be given, upon request, a copy of any material placed in his/her personnel file by the Board or Administration.
- D. Any bargaining unit member, and/or his/her authorized representative with written approval of the teacher, shall be permitted to review his/her personnel file within two (2) school days notice to the Superintendent's Office.
- E. It is understood that excluded from Paragraphs 708 C and D, above, shall be any preemployment confidential references or documents.
- F. All documents included in a bargaining unit member's personnel file shall be dated, commencing August 1, 1989.
- G. There shall be no document in the personnel file that is not accurate, relevant, complete, timely, or identifiable as to source.

709 Procedures For Handling Parental Complaints (2006)

- A. If the Board or Administration receives a complaint from a parent dealt with as described in Paragraph C, below, they shall inform the bargaining unit member in a timely fashion. The bargaining unit member, if requested by the principal, will make personal contact with the complaining person within two (2) workdays. It is the responsibility of the bargaining unit member to inform his/her immediate supervisor of the complaint status. At the request of the complainant or bargaining unit member or an administrator, a meeting of the bargaining unit member, administrator and complainant will be arranged at a mutually agreeable time to discuss the complaint.
- B. Anonymous complaints shall not be placed in a personnel file or used as basis for evaluation.
- C. No parental complaints will be placed in a personnel file unless an investigation into a complaint leads to a letter of explanation, evaluation, or disciplinary action.

710 Assignment Outside Certificate/License Area (2012)

- A. No teacher shall be assigned teaching duties outside the teacher's certificated/ licensed area(s). Each teacher shall maintain certificates/licenses necessary to fulfill current teaching assignment.
- B. Failure to maintain such certifications/licensures will be cause for termination.
- C. This Section shall not restrict the Administration from using a regular teacher to cover the classes of absent teachers for one (1) period or less or in the case of emergency.
- D. Teachers shall be responsible for filing with the Superintendent or his/her designee all certificates/license issued to the teacher by the Ohio Department of Education within fifteen (15) days of receipt of such certificates/licenses.
- E. The board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification.

711 Facilities (2003)

The Board shall provide:

- A. Availability of a telephone for use by the teachers, SGIs and ISS throughout the school day, of which one per building shall be located in an area where private conversations may be conducted.
- B. Storage facilities in which teachers and ISS may store instructional supplies shall be provided in each building.
- C. In each building a furnished and properly lighted room to be used as an area where teachers and ISS can work or relax.

712 Bargaining Unit Member Protection Against Assault (2003)

- A. If it becomes necessary, a bargaining unit member may use reasonable and prudent force to protect himself/herself from attack, to prevent injury to a student and to safeguard the well-being of other persons and property.
- B. Should the aggressor be an adult or minor from outside the Wooster City Schools, the school will file charges of trespassing and have the individual in question remanded to police custody, followed by the teacher filing charges of assault. Should the aggressor be an adult or minor from within the Wooster City Schools, he/she will be subject to immediate suspension from the Wooster City Schools; and if an investigation warrants, the suspension will be revised to expulsion or termination of contract.
- C. Assault shall mean an unlawful physical attack upon another or the threat to do violence to another.
- D. Should assault have occurred, the bargaining unit member should immediately report this to the Administration and to the Wooster City Police. The incident, in turn, will be reported to the City Solicitor if it involves an adult, and to the County Prosecutor should it involve a minor. It will be necessary for the bargaining unit member to file charges if this is to go to court.
- E. Damages may be pursued in Small Claims Court or in the Court of Common Pleas as provided for in law.

713 Individual Contracts (2009)

- A. Limited Contracts
 - 1. All full-time teachers who are not eligible for a continuing contract shall be eligible to receive limited contracts according to the following schedule:
 - a. two (2) one-year contracts;
 - b. two (2) two-year contracts; and
 - c. thereafter, three-year contracts.

[Current recipients of four (4) year contracts shall continue to receive same.)

B. Supplemental Contracts

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

C. SGI Contracts

1. Each SGI employed and reemployed by the Board shall receive a written contract, attached hereto as Appendix F, according to the following schedule:
 - a. two (2) one year limited contracts;
 - b. two (2) two year limited contracts; and
 - c. three (3) year limited contracts thereafter.

D. Continuing Contract Eligibility

1. Teachers who meet the following requirements are eligible for continuing contracts:

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

- b. The teacher must have on file a copy of a professional or higher certificate/license with the Superintendent at the time of the Board vote for continuing contract.
 - c. The teacher must be recommended by the building principal and Superintendent (unless overridden by at least a seventy-five percent (75%) majority of the Board).
2. Continuing contract eligibility shall be considered only at the expiration of an existing limited contract unless otherwise agreed by the teacher and the Board.
3. Satisfaction of tenure eligibility requirements does not automatically confer a continuing contract. A teacher who has not previously held a continuing contract in Ohio meeting the requirements may be granted a continuing contract, or a one-year limited contract with reasons directed at professional improvement, or nonrenewed. A teacher who has previously attained a continuing contract earlier, may only be granted a continuing contract or nonrenewed by the end of the second year in the Wooster City Schools. However, failing action by the Board of either nonrenewal or granting a one-year limited contract with reasons directed at professional

improvement by April 30 in the year considered, a continuing contract will be automatically conferred.

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

714 Assignment Sheets (2012)

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

715 Vacancies and Transfers (2009)

A. Vacancies

1. A teacher vacancy shall exist when a new teaching position is created by the Board, or when the Superintendent decides to fill a position which becomes vacant due to the death, resignation, retirement, termination, nonrenewal, promotion or transfer of a teacher.
2. Any teacher vacancy shall be posted on the District's internet site and through E-mail within twenty-four (24) hours of the vacancy. During the summer, the Administration will direct mail a posting to all of those appropriately certified/licensed for the position that expressed an interest by notifying the Director of Personnel by the end of the student year.
3. Current teachers and SGIs will have five (5) days from the date of mailing or date of posting in which to apply for the vacancy. Between August 1 and August 25, the posting time will be three (3) days.
4. A teacher vacancy created after June 30 or the beginning of a school year will be filled temporarily for the next school year or the remainder of the school year and will be posted as a regular vacancy for the following year. The posting for those positions will be done no sooner than the start of the second semester. The person(s) temporarily filling this type of vacancy will not be guaranteed employment beyond the remainder of the school year. For vacancies occurring prior to July 1, including the resulting vacancies from internal transfers, the procedures of Section 715/A shall be followed.
5. All applicants for a vacancy must possess proper certification/license within thirty (30) days of the time the job starts. Preference will be granted to currently employed full-time or part-time teachers over other applicants if the current teacher meets the qualifications listed on the posting. Said qualifications, which shall be germane to the position and not unreasonable in nature, are established by the Superintendent and must be listed in the initial posting.
6. If a bargaining unit member requests, the bargaining unit member shall receive feedback (within ten (10) working days after the request) as to why he/she was not selected for the posted position.

7. The Perceiver will not be used with current bargaining unit members for bargaining unit positions.

B. Voluntary Transfers

1. Annual Notification by Teacher of Preference to Transfer

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

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

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

- 1) Approval of transfer request and date that transfer is to become effective;
- 2) Denial of transfer request;
- 3) Deferment of decision on transfer request.

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

C. Involuntary Transfer

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

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

3. A teacher who is involuntarily transferred out of his/her building and other than for a RIF and receives notice during the school year, shall be given the option of receiving two (2) contract or release days to prepare for the new assignment or a stipend of Five Hundred Dollars (\$500.00). If the teacher is involuntarily transferred out of his/her building and other than for a RIF and it occurs outside of the school year, the teacher shall be provided a stipend of Five Hundred Dollars (\$500.00) for the time necessary to prepare for the new assignment.
4. The Superintendent may direct an involuntary transfer of a teacher for performance reasons.
5. When a teacher is involuntarily transferred, the notification of the teacher will be done in a manner that preserves the teacher's dignity by taking into consideration such issues as privacy, time of day or any other consideration that may be appropriate given the circumstances.

716 Reduction In Force (2012)

For the purposes of any Reduction in Force (RIF) for the school year 2012-2013 all bargaining unit members will be considered "comparable." RIF procedures for 2012-2013 will be conducted under current contract language.

A. Cause(s)

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

B. Suspension of Contracts

1. Reductions under this procedure will be accomplished through the suspension of teachers' contracts. Notice will be given thirty (30) days prior to the end of the school year and shall commence at the beginning of the following work year.
2. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an employee is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full salary the employee would receive under the contract.

C. Notification

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

D. Order of Reduction

1. Limited contract teachers shall be reduced by using the following order:
 - a. Certification/licensure; then
 - b. Seniority in the District
2. Continuing contract teachers may be reduced only after all limited contract teachers of the same certification/licensure and then by seniority.

E. Procedure

1. On or before November 1 of each school year, the Superintendent will develop a seniority list. Teachers shall be placed on all lists for which they are certified/licensed.
2. Seniority will be defined as the length of continuous service as a certificated/licensed employee under a regular full-time contract in this District.
 - a. Board approved unpaid leaves of absences will not interrupt seniority, but time spent on such leave shall not count toward seniority.
 - b. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
 - 1) the date of the Board meeting at which the teacher was hired; and then by
 - 2) the date the teacher signed his/her initial employment contract in the District; and then by
 - 3) any remaining ties will be broken by lot.
3. Teachers selected for RIF shall immediately be placed on a RIF list compiled from the seniority lists.
4. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order. As each teacher is reinstated, the Board shall notify the Association President.

F. Recall

1. Any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certificated/ licensed.
2. While there are previous teachers of the District who are unemployed as a result of a RIF and who possess proper certification/licensure to fill any vacancy which may arise, no new teacher(s) shall be hired for the period provided in Paragraph F6, below.

3. The Board shall give written notice of recall by a certified registered delivery letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.
4. Within ten (10) business days of the returned certificate of a certified delivery of an offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on the RIF list who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Section.
5. Teachers returning to employment after a RIF shall resume their previous contract status, seniority, salary, and existing fringe benefits.
6. If a teacher declines an offer to return, or does not answer a request to return, or does not keep his/her address current with the Board Treasurer, or was on a limited contract and has been on the recall list for twenty-four (24) months from the effective date of the reduction per Section 716/B, above, said teacher shall be removed from the recall list and the Board shall have no further obligation to the teacher. However, no teacher shall lose his/her place on the recall list by declining a position with a lesser percentage of full-time employment than the position the teacher last held while employed in the District.
7. It shall be the responsibility of all teachers to have on file in the Superintendent's Office all valid Ohio Teaching Certificates/Licenses.
8. A teacher when on a recall list who becomes certified/licensed in additional areas shall not have bumping rights over a teacher currently employed. However, said teacher will be added to the appropriate RIF list in the additional certified/licensed areas.

717 Teacher Evaluation (2012)

A. Purpose

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

1. An evaluation process motivating and supporting staff in providing the best educational opportunities for students;
2. An evaluation process focusing on the performance of the bargaining unit member;
3. An evaluation process promoting improvement of bargaining unit member performance;
4. A timetable and procedures for the evaluation process which are clearly communicated to each bargaining unit member being evaluated;

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

B. Evaluation Review Committee (ERC)

In accordance with House Bill 153 and amended Ohio Revised Code Section 3319.111, the parties acknowledge that a standards-based teacher evaluation policy must be adopted by the Board and thereafter included in this Contract on or before July 1, 2013. In order to facilitate the adoption of Board policy as required by law, an Evaluation Review Committee (ERC) will be formed to provide additional stakeholder input and facilitate the statutorily required consultation with teachers relative to the development of that Board policy.

1. Composition

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

2. Operational Procedures

- a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.
- b. Members of the Committee will receive training in the state adopted Evaluation Framework model prior to beginning their work.
- c. The Committee will establish by mutual agreement a meeting calendar and timeline for work completion. At the initial meeting, the Committee will develop the ground rules by which the Committee will operate.
- d. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs.
- e. By the end of the 2012-2013 student school year, the Committee will recommend an evaluation policy for adoption by the Board.

3. Compensation

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

4. Secretarial Support

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

5. Committee Authority
 - a. The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
 - b. The Committee is responsible for recommending a standards-based teacher evaluation policy to the Board.

C. Who Will Be Evaluated

1. All bargaining unit members beginning their first year of employment with the Wooster City Schools.
2. All bargaining unit members who were rated marginal during the previous year.
3. All bargaining unit members who have requested an appraisal.
4. All bargaining unit members who will be eligible for contracts.
5. Bargaining unit members holding Continuing Contracts,
6. Bargaining unit members may request (an) additional observation(s) and an evaluation during that school year. Such request shall be granted if made in writing prior to February 15 to the Superintendent, provided the additional observation and evaluation shall be performed by an individual mutually agreed to between the bargaining unit member and the Superintendent. If there is no agreement on the evaluator, there shall be no additional observation(s) and evaluation. A written report of the observation(s) and evaluation shall be filed by the designated individual in the same place that normal evaluation reports are filed and a copy shall be given to the bargaining unit member.

D. Timetable

1. Prior to October 1, the principal or immediate supervisor shall review with the Superintendent the list of bargaining unit members who are to be evaluated.
2. Prior to October 1, the principal or immediate supervisor shall confer with the affected bargaining unit members individually and review administrative expectations, goals for the year, the evaluation process, and forms.
3. All Bargaining Unit Members Not On Continuing Contract
 - a. No later than December 15, the principal or immediate supervisor shall have made no less than two (2) observations, none of which are to be conducted less than two (2) days apart, each of which would have been for no less than a thirty (30) minute duration and each of which shall be followed up by within three (3) days with feedback from the principal or immediate supervisor. The bargaining unit member may request an additional observation which shall be conducted and included as a regular observation.

- b. No later than December 15, the principal or immediate supervisor shall write an evaluation describing the observations and the job performance of the bargaining unit member being evaluated. This evaluation will be shared with the bargaining unit member in conference, who will have the opportunity to add to the comments if he/she so desires. The bargaining unit member shall sign a copy of the evaluation; his/her signature does not indicate that he/she agrees with what is written, but rather acknowledges that he/she did receive a copy. The Superintendent will also receive a copy of this evaluation.
 - c. If a bargaining unit member received a remediation plan as a result of the first evaluation, the observations for the second evaluation will be completed by March 1 in accordance with the procedures set forth below. If a bargaining unit member did not receive a remediation plan as a result of the first evaluation, the observations for the second evaluation will be completed no later than March 30 in accordance with the procedure set forth below, the principal or immediate supervisor will make two (2) or more additional observations, none of which are to be conducted less than two (2) days apart, each of which would have been for no less than a thirty (30) minute duration and each of which shall be followed up by within three (3) days with feedback from the principal or immediate supervisor. The bargaining unit member may request an additional observation which shall be conducted and included as a regular observation. The principal or immediate supervisor shall conference with the bargaining unit member at least once concerning the observations.
 - d. No later than March 1 or 30, depending upon when the observations must be completed under Paragraph D3c, above, the principal or immediate supervisor shall write an evaluation describing the observations and the job performance of the bargaining unit member being evaluated. This evaluation will be shared with the bargaining unit member in conference, who will have the opportunity to add to the comments if he/she so desires. The bargaining unit member shall sign a copy of the evaluation; his/her signature does not indicate that he/she agrees with what is written, but rather acknowledges that he/she did receive a copy. The Superintendent will also receive a copy of this evaluation.
4. All Bargaining Unit Members Already Having Continuing Contract
- a. If a bargaining unit member received a remediation plan as a result of the prior evaluation, the observations will be completed by March 1 in accordance with the procedures set forth below. Unless a bargaining unit member received a remediation plan as a result of the prior evaluation, no later than March 30 the principal or immediate supervisor shall have made no less than two (2) observations, none of which are to be conducted less than two (2) days apart, each of which would have been for no less than a thirty (30) minute duration and each of which shall be followed up by within three (3) days with feedback from the principal or immediate supervisor. The bargaining unit member may request an additional observation which shall be conducted and included as a regular observation.

- b. No later than March 1 or 30, depending upon when the observations must be completed under Paragraph D4a, above, the principal or immediate supervisor shall write an evaluation describing the observations and the job performance of the bargaining unit member being evaluated. This evaluation will be shared with the bargaining unit member in conference, who will have the opportunity to add to the comments if he/she so desires. The bargaining unit member shall sign a copy of the evaluation; his/her signature does not indicate that he/she agrees with what is written, but rather acknowledges that he/she did receive a copy. The Superintendent will also receive a copy of this evaluation.

E. Process

1. The evaluation forms and the procedures for use of the forms to be used shall be those forms and procedures developed from time to time through a joint committee of the Association and the Administration. The joint committee shall meet whenever there is a request by either party. The forms may be changed based upon agreement of the Superintendent and the Association President based upon a recommendation from the joint committee. Copies of the evaluation forms are attached to the Contract for reference purposes only as Appendix G.
2. Although self-evaluation is considered an important part of the assessment process, bargaining unit members will not be required to give a copy to any person, nor shall there be copies made.
3. All observations and evaluations of a bargaining unit member will be conducted with knowledge of the bargaining unit member.
4. No observations will be conducted the day before or after a holiday.
5. A bargaining unit member is to receive a copy of any written evaluation and must be granted a conference, upon request, to discuss such report.
6. Any bargaining unit member has the right to be informed of deficiencies in a timely fashion. This notification may be after the fact due to the severity and/or immediacy of the problem. A detailed plan of assistance for remediation shall be prepared by the principal or immediate supervisor and given to the bargaining unit member no later than the third (3rd) day after the end of Winter Break. If a plan of assistance for remediation is to be given based upon the Spring evaluation for deficiencies that did not arise from the fall evaluation, it will be given to the bargaining unit member by June 1. A completion schedule shall be mutually established.
7. All remediation plans not completed satisfactorily shall be part of the professional development plan put before the LPDC.
8. The principal or immediate supervisor will provide feedback to bargaining unit members in a timely fashion regarding observation, including both positive and negative aspects of performance.

9. Bargaining unit members employed after a deadline required by this Section will be observed/evaluated for the remainder of the evaluation cycle and the Board is not required to complete evaluation cycle activities required prior to employment.
10. Any teacher who goes on a long-term leave during the year when up for a contract and part of the evaluation cycle cannot be completed shall not be able to use this fact as a defense against an adverse employment action.
11. Nothing in this Section 717 shall prevent the Administration from making informal observations. Informal observations require direct or first-hand observations by an administrator.

F. It is understood that the provisions in Section 717 replace ORC 3319.111.

718 Parent/Teacher Conferences (2000)

- A. Parent/Teacher conference dates, including starting and ending times, will be identified in the adopted school calendar and shared with teachers prior to the opening of the school year. Thus, determination for conference times must be done prior to the Board vote on the school calendar.
- B. Teachers at the elementary level may schedule parent/teacher conferences at any time during a nine (9) workday period ending on the Thursday evening of the week of parent/teacher conferences. Priority in scheduling will be between 6:00 PM and 9:00 PM of the evenings designated for the elementary parent/ teacher conferences, except as otherwise voted by the staff of a building and approved by the principal. Teachers of elementary students will schedule a minimum of fifteen (15) minutes per student for parent/teacher conferences. Elementary teachers will not be required to remain at school for parent/teacher conferences as long as they have provided parents the opportunity for a fifteen (15) minute conference and as long as they have provided the District with at least six (6) hours total of parent/teacher conference time.
- C. Secondary level (grades 7-12) teachers will be available for conferences during the two (2) evenings scheduled from 6:00 to 9:00 PM, except as otherwise voted by the staff of a building and approved by the principal.
- D. Effective with the 2000-2001 school year, the Fall conference release day shall be the Friday of the same week of conferences.

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

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

720 Liability Settlements (1990)

If a settlement occurs in a negligence claim in which a bargaining unit member is named as a party, the settlement of the liability claim shall not be used by the Board or the Administration for purposes of any disciplinary action against the employee. This does not preclude the Board

from taking whatever action may be appropriate based upon the acts of the employee, which action may be subject to review under the grievance procedure.

721 Disciplinary Action (2012)

Nothing herein shall be deemed to limit the Administration respect to taking disciplinary action for employee misconduct, which may include provision of a disciplinary “Action Plan” to address such misconduct and District expectations. Similarly, nothing herein shall preclude reference to any disciplinary action in an employee’s written evaluation.

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

722 Resident Educator Program (2012)

A. Purpose

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

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

B. Definitions

1. Resident Educator Program

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

2. Mentor

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

3. Resident Educator

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

4. Formative Assessment

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

C. Committee

1. Responsibilities

- a) Collaborate in the administration of the program, assist in the selection and assignment of mentors;
- b) Facilitate the training of mentors and resident educators;
- c) Review the program's effectiveness;
- d) Address/solve, mentor/mentee concerns, issues, problems;
- e) Comply with ODE and statutory requirements;

2. Committee Makeup

- a) This committee will include three (3) Wooster Education Association (Association) members who are practicing teachers and representative of elementary, middle school and high school educators appointed by the Association and two (2) administrators who are appointed by the Superintendent.
- b) Committee members shall be trained mentors whose term of office shall not exceed three (3) years. Terms shall be staggered. The number of terms a Committee member may serve shall not be more than two (2) consecutively.
- c) The Committee Chairperson shall be the person who is elected by the committee.
- d) All members shall attend all Resident Educator Committee meetings.
- e) Committee members may be provided release time for up to three (3) times per school year to attend Committee meetings; said release time shall be separate from any other release time covered under this Agreement.
- f) The Committee shall select the teachers who will act as Mentor Teachers.
- g) Application forms for Mentor Teacher positions will be made available to all bargaining unit members.

D. Mentors

1. Qualifications

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

- b) The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.
- c) The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.
- d) The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

2. Selection of Mentor Teachers

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

3. Training

Mentor Teachers shall be provided with the following:

- a) An orientation to mentoring responsibilities;
- b) State required mentor training;
- c) Opportunities to consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance as determined in cooperation with the Administration.

4. Mentor Teacher Responsibilities

- a) The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by ODE.
- b) Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.
- c) The Mentor Teacher will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.
- d) The Mentor Teacher will attend regional mentor network meetings.

- e) The Mentor Teacher does not have a formal evaluative role. The Mentor Teacher's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

5. Release Time

- a) Each Mentor Teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the building principal.
- b) Coverage needs for such release time brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the building principal and Mentor Teacher.

E. Compensation

- 1. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a supplemental stipend of .038 of the base for each Resident Educator. The supplemental stipend is to be paid per Section 315 F.
- 2. The District will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

F. Resident Educator

- 1. Each Resident Educator shall be given an initial orientation on the following matters:
 - a) The pupils and community to be served;
 - b) School policies, procedures, and routines;
 - c) Courses of study, competency-based education programs, and responsibilities for lesson plans;
 - d) The layout of the facilities of the assigned school building(s);
 - e) The nature of the Resident Educator Program which will be provided; and
 - f) Additional information a Resident Educator may need to be adequately prepared for a specific assignment.
- 2. Through the District's program, Resident Educators shall be provided with the following:
 - a) Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;

- b) Assistance with the management tasks identified as especially difficult for beginning teachers;
 - c) Assistance in the improvement of instructional skills and classroom management; and
 - d) The opportunity, when appropriate, to consult/observe other teachers both within and outside of the District.
3. The Resident Educator shall be provided release time not to exceed two (2) Days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in half (1/2) day increments and shall be coordinated by the Building Principal/Immediate Supervisor.

G. Protections

- 1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
- 2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
- 3. In the event that the District is responsible for any non-compliance with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.
- 4. Mentor Teachers shall not participate in the District's evaluation of any Resident Educator.
- 5. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
- 6. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
- 7. At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change.
- 8. All members of the Committee, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

9. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.
10. Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.

H. Program Review/Revisions

1. Association/Board – Association and Board representatives may meet to discuss the recommendations prior to the next school year.
2. Mentor Teacher – In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

723 Notification of Field Experience Students (1990)

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

724 Student Medical Needs; Drugs (1993)

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

725 NonTeaching Duties (1993)

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

726 Notification of Criminal Behavior (1993)

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

727 First Aid Supplies (1993)

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

728 Notification of Communicable Diseases (1993)

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

729 Class Size (2009)

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

- B. Class size limits shall not be exceeded without waivers from the State Department of Education. Waivers to State class size limits for special education classes may not be requested, issued, or reissued for more than one (1) school year. The following year, there shall not be any waiver requested.
- C. Understanding that exceptions occur because of scheduling demands, the District will make reasonable effort(s) to provide equal class sizes amongst the sections of the same course and to provide balance for special education enrollment in regular education classrooms.

730 Reporting of Grades/Assignments (2009)

- A. There shall be at least a minimum of three (3) working days between the close of a grading period or the close of the midterm period to the time grades are due, except at the end of the school year. However, where there is a question of athletic eligibility, teachers may be required to fill in an athletic notification for the athletic department in addition to the grade reports.
- B. If an Administrator changes the grade given by a teacher, the teacher shall be provided written notification of such change of grade. In addition, the teacher shall have the right, upon written request, to have the teacher's name removed as the teacher of record.
- C. Where applicable, teachers will regularly update assignments and grades into Progress Book. If a teacher does not regularly update assignments in Progress Book, upon parental request, the teacher will call parents with assignments and grades.

731 Smoke Free Environment (2006)

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

732 Labor/Management Committee (2012)

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

733 Nepotism (1997)

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

734 Job Sharing (1997)

- A. Two (2) teachers, each of whom must be properly certificated/licensed and singularly employable in a specific full-time assignment, who agree to split a full-time assignment may do so, with approval of the Superintendent, on a case-by-case basis which is not precedent setting.
- B. If requested by the job sharing teachers by March 15, job sharing assignments shall be reviewed by the Superintendent who may approve or reject continuation for the following year and shall provide notice of approval or rejection by May 1.
- C. There shall be a Job Sharing Agreement between the two (2) teachers, the Superintendent, and the Association for each job share which is not grievable. Some of the items to be included in each Job Sharing Agreement are the division of duties, hours, payment of benefits [one (1) FTE per position), compensation, evaluation, parent conferences, IAT meetings, duty periods, committee assignment outside the District, communication, and provisions to resolve disagreements during the term of the Job Sharing Agreement. This list is only illustrative and is not meant to be all encompassing.
- D. Deadline for initial application to job share shall be March 1, and once approved the Job Sharing Agreement is final. All applicants shall receive notice of acceptance or rejection by May 1.
- E. The purpose of a job share is to divide an existing position at the request of two (2) teachers. This Section is not to be used to employ part-time teachers instead of full-time teachers.

735 Education of Students With Disabilities (2009)

- A. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEIA and/or 504 Plan. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the student is educated, and that each student's education plan will be developed in accordance with his/her individual special needs.
- B. Recognizing these statutory obligations, the continuum of options available to disabled students, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered:
 - 1. The education benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;
 - 2. The effects and impact of the disabled student's inclusion in the regular education classroom setting, upon the other students in the class, both positive and negative; and

3. The cost of necessary supplementary services.
- C. Any teacher involved in educating a student who is being served under an IEP or 504 Plan will be given a copy of that Plan and will be given the opportunity to provide input and feedback in the development, implementation or revision of that Plan. Teachers will be advised of the individual to whom the teacher should go to discuss questions and concerns related to subsection B2, above, or seek revisions or interventions, so long as any revisions are made through the IEP/504 process. It shall not be a teacher's requirement to either copy the Plan or distribute it under this provision.
 - D. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in:
 1. Exploring resources that will support and assist the affected teachers in providing education in the least restrictive environment;
 2. Providing inservice training to both special education and regular education teachers to assist in addressing the legal and education needs of disabled students in a regular education classroom environment;
 3. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and
 4. Providing the individualized supplementary aids and services, including personnel, as determined necessary by the IEP/504 Plan to provide instruction, medical procedures, or custodial care in a regular education environment.
 5. In addition, the Board commits to work towards the development and implementation of a District-wide program for special education. This is not to prevent the continued exploration of successful models for inclusion in a regular education programs or adoption as part of a District-wide program.
 - E. IEP/504 meetings or staffings will be held at a mutually agreeable time.
 - F. Consistent with current practice, special education teachers (exclusive of SGIs or related services personnel) will be provided release time for drafting of IEPs. Special education teachers shall be provided release time, during parent/ teacher conferences, as has been the practice, to conduct IEP conferences.
 - G. Nothing in this Article should be considered in a manner inconsistent with Federal or State laws governing the education of disabled students, and bargaining unit members are required to comply with Federal and State laws in the provision of such services.
 - H. Specialized Health Care Procedures
 1. Teachers in MH units with medically fragile students will be trained in any procedure necessary to protect the student.

2. Teachers, other than MH teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student. Trained teachers in MH units may be requested but are not required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student.
- I. The following issues are not grievable:
 1. A student's eligibility for special education or accommodations under the IDEIA or 504 Plan.
 2. The contents or appropriateness of a student's IEP/504 Plan.
 3. A student's placement.
 - J. Review of Student Placement

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

736 Local Professional Development Committee (2006)

- A. The Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for continuing education units, organize and plan inservice programs in collaboration with the Superintendent, work in conjunction with the existing Mentor Program (Appendix H), PDU/WPDU credits (per OAC 3301-27-08), identify and set priorities for District staff development in collaboration with the Superintendent, serve as a discussion group for instruction and curriculum issues, and other equivalent activities. The Wooster LPDC will be subject to any and all interim rules and regulations constituted by the State of Ohio.
- B. The term of office for LPDC members shall be three (3) years, except the initial term shall be staggered (1 year, 2 years, 3 years) to provide continuity.
- C. The LPDC shall be composed of four (4) persons appointed by the Association which shall have as representation: elementary, middle school and high school and three (3) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.
- D. The Chairperson and LPDC decisions shall be determined by a majority vote of the LPDC.
- E. The LPDC shall develop and maintain an appeals procedure for appeals from decisions of the LPDC.
- F. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable. Administrators, whose plans are denied, may appeal to the Board of Education per the Board appeals procedure as the alternative to the independent appeals procedure.

- G. For the life of the Contract, the LPDC will meet as deemed necessary by the LPDC working in collaboration with the Superintendent. The agenda for the meeting will be distributed in advance of the meeting. Teacher members shall be compensated at the rate specified in Section 313, herein.
- H. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any professional leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.
- I. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent. The responsibility for keeping track of the necessary requirements are that of the individual.
- J. Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

737 Ohio Master Teacher (2012)

- A. LDPC will function as the Master Teacher Program Committee of at least five total members (majority teachers) to review and score Master Teacher applications. Whenever possible, teachers with like building assignments or licensure/certification will review and score the Master Teacher submission documents.
- B. The LPDC shall be responsible for formatting, assembling and submitting requirements for Ohio Master Teacher applications; for assessing all applications for Ohio Master Teacher.
- C. The Ohio Master Teacher Program process is voluntary for bargaining unit members and will not be used as an evaluative measure.
- D. The District will insure that, under no circumstances, will the involvement in the activities of the Master Teacher Program Committee result in any adverse employment decisions for Committee Members or Master Teachers.
- E. Determine at the expiration of this Negotiated Agreement if the tasks of Master Teacher Committee are able to be continued in future Negotiated Agreements by the LPDC. The LPDC will make their recommendation to the Association and Board Negotiation Teams prior to the start of the next negotiations.

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

- i. <http://www.ode.state.oh.us?GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationD-159&ContentID=46544&Content=58839>
- ii. The ODE general website is <http://ode.state.oh.us>

738 Blood Borne Pathogens (1997)

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

739 New Program Training (1997)

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

740 Classroom Supplies (1997)

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

741 Student Entry or Transfer (2006)

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

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

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

743 Video Technology (2009)

- A. The Board will continue to utilize video technology in an effort to maintain the safety and security of the District's premises and property and assist in prevention and resolution of student disciplinary problems.
- B. Such technology may be used in the investigation of suspected employee misconduct. Video monitoring will not be done in an arbitrary or capricious manner.

- C. An annual reminder will be sent to employees informing them of the possibility of the use of video technology for surveillance by the Board.
- D. If an employee is disciplined by the Board on the basis of evidence obtained by video technology, he/she shall then have the right to review video recording evidence with Association representatives present. Nothing herein shall be deemed to prevent or delay disciplinary action by the Board.
- E. The retention and security of the video recordings will be the responsibility of the Administration consistent with Board Policy and applicable law.
- F. The evaluation of bargaining unit members shall be in accordance with the evaluation process contained in the collective bargaining agreement. All evaluations/observations shall require the physical presence of the evaluator. No observation for purposes of evaluation shall be done or conducted by electronic means.
- G. Video cameras may be placed in any common areas in a building or facility. This will not prevent the district from placing it in areas where employees may work, such as the cafeteria, hallways, entranceways or other similar locations.

ARTICLE 800 - MULTIPLE BUILDING ASSIGNED BARGAINING UNIT MEMBERS

801 Definition (1993)

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

802 Evaluation (2006)

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

803 Communication (1993)

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

804 Travel Time (1993)

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

805 Change of Assignment (1990)

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

ARTICLE 900 - OPPORTUNITY/ALTERNATIVE SCHOOL

901 Continuation of the Program (1997)

The below provisions for Opportunity School are subject to adequate funding and the desire of the District to continue the program.

902 Facility (1997)

The District shall obtain and arrange to have maintained appropriate facilities for the Opportunity School.

903 Administrative Assistance (1997)

There shall be on site administrative assistance for the bargaining unit members.

904 Cooperative Discipline (1997)

Administration and bargaining unit members share responsibility for maintaining appropriate discipline for the students assigned to the Opportunity School.

905 Supplies (1997)

The Administration shall make every reasonable effort to continue to make adequate supplies, office space, phones and equipment available for the use of bargaining unit members assigned to the Opportunity School.

ARTICLE 1000 - ISS PERSONNEL

1001 Retirement (1989)

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

ARTICLE 1100 - BOYS VILLAGE PROVISIONS

1101 Procedure For Cottage Meetings (2000)

Attendance by teachers at cottage meetings outside the teacher's day shall be voluntary.

1102 Student Placement (1993)

The procedure to be used for student placement shall be that provided in Ohio Administrative Code.

1103 Staffings (1990)

Staffings at Boys Village shall be held so that bargaining unit members can attend during the workday.

ARTICLE 1200 - ADDITIONAL SGI PROVISIONS

1201 Calamity Days (2006)

If school is closed due to weather or calamity, each SGI will not be required to report and will be paid for the amount of hours regularly scheduled for that day.

1202 Scheduled Time Pay (2006)

SGIs will be paid their regular hourly rate even if no students show up for a scheduled session. The SGI shall use such time as preparation time.

1203 Meeting Pay (2006)

SGIs will be paid their regular hourly rate for required attendance at meetings with teachers of students assigned to the SGI, parent/teacher conferences, faculty meetings, inservice meetings, and IEP meetings.

1204 Work Year (2006)

The SGI work year shall start and end the same day as the student school year.

1205 Class Load (2009)

The number of students assigned to an SGI in a pull-out situation shall be assessed based upon the students involved and the academic needs being met.

1206 Evaluation (2006)

Each SGI shall be assigned a supervisor for evaluation and reporting off purposes.

1207 STRS Experience (2006)

The District will maintain a record of days worked annually for SGIs. For years prior to 1990-1991, if the SGI provides an affidavit to the Board Treasurer, the Board Treasurer will confirm to STRS, if appropriate, that the pay is consistent with the hours stated in the affidavit.

1208 IEP Preparation (2006)

SGIs will be paid one and one-half (1-1/2) hours for each student's IEP the SGI is required to write outside his/her scheduled time.

1209 Teacher Vacancies (2006)

When openings occur in the teaching staff, SGIs shall be given an interview and consideration so long as the person is certified/licensed for and applied for the vacant position. Only one (1) interview need be given annually where the vacant position requires the same certification/licensure.

1210 Title Definition (2000)

LD tutors, academic coaches, and Title I tutors shall also be known as individual Small Group Instructors (SGIs).

1211 Specialized Inservice (1997)

Inservice programs, obtained and planned by the LPDC in collaboration with the Superintendent, should take into account SGI needs and may differ from building to building.

1212 Coaches vs. Teachers (2000)

Academic coaches/Reading coaches will not be used in the place of Reading teachers.

1213 Planning and Conference Time (2006)

SGIs will be provided with one hundred fifty (150) minutes of planning and conference time per five (5) day week, prorated based upon a minimum of twenty-six and one-quarter (26.25) hours of work with students per week.

1214 Mentoring (2009)

Starting with the 2009-2010 school year each SGI shall be assigned a mentor in their first year of employment pursuant to a mentoring program established by the Board specifically for SGI.

ARTICLE 1300 - CONTRACT SUBSTITUTES

1301 Definition (2000)

- A. There are two (2) types of contract substitutes, “replacement contract substitutes” and “casual contract substitutes.”
 - 1. A replacement contract substitute is one employed as:
 - a. a temporary replacement for a bargaining unit member who has an extended leave of absence (sixty (60) days or more) known in advance; or
 - b. one who serves more than sixty (60) consecutive days in the same position; or
 - c. one who is hired prior to March 1 to fill a vacancy after the start of a school year pursuant to Section 715/A4, herein.

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

1302 Salary (2000)

- A. A replacement contract substitute for Sections 1301/A1a and 1301/A1c, above, shall be placed on the Zero (0) step of the salary schedule in Section 314, herein, based upon the appropriate educational level. A replacement contract substitute for Section 1301/A1b, above, shall be paid in accordance with the District Policy for substitutes until sixty (60) school days in the same position, at which time he/she shall be paid pursuant to the previous sentence.
- B. A casual contract substitute shall be paid an annualized salary of Eighteen Thousand Dollars (\$18,000) based upon one hundred seventy-eight (178) student days. Such salary shall be prorated based upon the number of student days the contract substitute is hired to work. Any days that a contract substitute works beyond student days shall be paid at Seventy-Five Dollars (\$75.00) per day.

1303 Benefits (2000)

Contract substitutes, except Section 1301/A1b, above, substitutes for the first sixty (60) days, shall be entitled to all insurance benefits provided bargaining unit members under Article 500 (Insurance Benefits), herein.

1304 Length of Employment (2000)

- A. Bargaining unit members, employed as replacements for bargaining unit members on long term leaves of absence or employed to fill a vacancy arising after the start of the school year, shall be issued a limited contract which shall end without nonrenewal at the end of the school year or at the expiration of the other bargaining unit member's leave, whichever occurs first. Such teachers shall not have transfer rights prescribed by Section 715, herein, but shall be evaluated, as the teacher's service permits, in accordance with Section 717, herein.
- B. Early termination of the employment contract may occur, provided the Wooster City Schools continues the insurance coverage until the end of the scheduled contract and provides the payment for the lesser of the remaining term of the employment contract or the equivalent of pay for ten (10) student days.

1305 Collective Bargaining Agreement Rights (2006)

Contract substitutes are specifically not eligible for the provisions of Sections 304, 305, 307, 309, 310, 319, 320, 600 (except for 608/A - G), 704, 710, 713, 714, 715, 716, 717 (except for D3a and D3c), 721, 722, 723, 733, 735, 736, 738, and all of 800 through 1200.

ARTICLE 1400 - OCCUPATIONAL SAFETY AND HEALTH

1401 Report Internally First (1993)

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

1402 District's Right To Reassign (1993)

Before exercising his/her right to refuse to work under ORC 4167.06 because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger or death or serious harm to the bargaining unit member, the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

1403 Discrimination To Be Grieved (1993)

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

ARTICLE 1500 - EFFECTS OF CONTRACT

1501 Controlling Agreement (1984)

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

1502 Conflict With Law (1994)

Any provision of this Contract that is contrary to existing statutes or law is intended to govern the relationship of the parties and replace existing law to the extent permitted to do so by law. Should any provision of this Contract be found impermissibly contrary to applicable law, then that provision shall be deemed invalid except to the extent permitted by law. The parties shall meet within ten (10) working days of a request by the other party to renegotiate the illegal provision.

1503 Duration and Effect (2012)

A. This Contract and its appendices are effective August 1, 2012 through July 31, 2013, except the parties may reopen negotiations on the salary schedule only by giving notice under the Negotiations Procedure. This Contract and its appendices have been fully explained to and ratified by the parties who have authorized their representatives to sign below.

- B. The execution of this Agreement constitutes a legal and binding document on both parties and may not be changed, altered or modified by either party unless done in accordance with this contract. All parties agree to comply with the provisions of this Contract.

1504 Days (1984)

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

FOR THE ASSOCIATION

Peter A. Larrousse
Peter A. Larrousse, President

La Vonne Lobert-Edmo
La Vonne Lobert-Edmo
OEA Labor Relations Consultant

Anne L. Bowles
Anne Bowles, Team Member

Tim Gallagher, Team Member

Scott Miller
Scott Miller, Team Member

Jim Figley, Team Member

This Contract as amended was ratified by ballot
of the Association on May 23, 2012.

Anne L. Bowles
Association Secretary

FOR THE BOARD

James Barnard
James Barnard, President

Michael Tefs
Michael Tefs, Superintendent
Designated Representative

This Contract as amended was ratified
By the Board at its meeting of 5/29/2012

Bonnie West
Bonnie West, Treasurer

**BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT
GRIEVANCE FORM**

LEVEL _____

NAME _____

BUILDING _____

Specific item alleged violated, misinterpreted and/or misapplied _____

STATEMENT OF GRIEVANCE _____

REMEDY REQUESTED _____

Signature of Grievant _____

_____ Date Filed at this Step

DISPOSITION RENDERED _____

Signature of Person Rendering Disposition _____

_____ Date

(Attach Additional Pages If Necessary To Complete Any Section)

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

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

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

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

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

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

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

Teacher

Board of Education

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

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

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

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

Said Board of Education further agrees to pay said teacher, for the first year of this Continuing Contract, an annual salary in the sum of _____ dollars (\$_____) to be paid in twenty-six (26) equal biweekly installments as a(an) _____ teacher.

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

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

Teacher

Board of Education

**BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT
SUPPLEMENTAL CONTRACT**

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

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

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

ENTERED INTO THIS _____ day of _____, 20____.

Teacher

Board of Education

**BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT
TEACHER'S ANNUAL SALARY NOTICE**

_____, 20____

TO: _____ (TEACHER)

You are hereby notified in accordance with the provisions of the Contract existing between you and the Board of Education of the Wooster City School District that your salary for the school year _____ consisting of _____ (_____) days will be _____ (\$_____) paid in twenty-six (26) biweekly installments as a (an) _____ teacher.

Teacher

Board of Education

**BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT
SGI LIMITED CONTRACT**

This agreement entered into this _____ day of _____, 20____, by and between the BOARD OF EDUCATION OF THE WOOSTER CITY SCHOOL DISTRICT, Wayne County, Ohio, hereinafter referred to as _____, “Board,” and _____ of _____ (Address), hereinafter referred to as SGI:

WITNESSTH:

The aforesaid SGI agrees to serve in the public schools of the Wooster City School District as needed and when assigned during the _____ school year, and also agrees to abide by and maintain the rules and regulations presently adopted, or those hereinafter adopted, by said Board for the government of the schools in the District, as well as local, state, and federal laws, rules, and regulations.

Said SGI’s assignment for the _____ school year will be on an as-needed basis and payment under this contract shall be computed at the rate of _____ (\$_____) per hour for all assigned work completed, to be paid biweekly. In addition to the aforesaid compensation, this limited contract entitles the SGI to mandatory, statutory benefits.

WOOSTER BOARD OF EDUCATION

SGI By _____
Treasurer

**BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT
EVALUATION FORM**

Name _____ Date _____

The evaluation report which follows includes the appraisal of the employee to date.

PHILOSOPHICAL STATEMENT

The primary purpose of the evaluation process of the Wooster City Schools is to motivate and support staff in providing the best educational opportunities for students. Further, it is the intent to recognize personnel performance that adheres to the mission and philosophy of the District.

FEEDBACK

	<u>Date</u>	<u>Time</u>	<u>Class</u>	<u>Date</u>
Observation 1)	_____	_____	_____	_____
Data:				
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____

Date of Evaluation Conference _____

Meets Below
Expectations Expectations
(or N/O = Not Observed)

I. METHODOLOGY AND PRESENTATION

- | | | |
|--|-------|-------|
| A. Encourages an atmosphere that fosters student involvement. | _____ | _____ |
| B. Utilizes effective techniques. | _____ | _____ |
| C. Demonstrates a clear understanding of the content being presented. | _____ | _____ |
| D. Uses a variety of methods, materials and activities when appropriate. | _____ | _____ |
| E. Presentations are clearly delivered to the students. | _____ | _____ |
| F. Is aware of and addresses variations in learning styles. | _____ | _____ |
| G. Recognizes and reinforces student responsibility in the learning process. | _____ | _____ |
| H. Encourages critical and creative thinking on the part of students. | _____ | _____ |
| I. Encourages the development of students' problem solving skills. | _____ | _____ |

COMMENTS:

Meets Below
Expectations Expectations
(or N/O = Not Observed)

II. STUDENT – EDUCATOR RELATIONSHIPS

- | | | |
|--|-------|-------|
| A. Serves as a positive role model for students. | _____ | _____ |
| B. Demonstrates an understanding of student concerns. | _____ | _____ |
| C. Shows proper degrees of consistency when dealing with students. | _____ | _____ |
| D. Respects individual differences in abilities and learning styles. | _____ | _____ |
| E. Appropriately responds to factors to human diversity. | _____ | _____ |
| F. Helps students achieve a positive self-concept. | _____ | _____ |

COMMENTS:

Meets Below
Expectations Expectations
(or N/O = Not Observed)

III. ORGANIZATIONAL AND MANAGEMENT SKILLS

- | | | |
|---|-------|-------|
| A. Is flexible. | _____ | _____ |
| B. Effectively manages the behavior of students. | _____ | _____ |
| C. Resourceful in the use of time and materials. | _____ | _____ |
| D. Clearly outlines and executes long-term and short-term educational objectives. | _____ | _____ |
| E. Properly utilizes the amount of time that the student is on task. | _____ | _____ |
| F. Effectively plans for work on a daily basis. | _____ | _____ |
| G. Continually evaluates student progress and provides timely feedback. | _____ | _____ |
| H. Encourages students to work cooperatively as well as on an independent basis. | _____ | _____ |

COMMENTS:

Meets Below
Expectations Expectations
(or N/O = Not Observed)

IV. PROFESSIONAL RESPONSIBILITIES

- | | | |
|---|-------|-------|
| A. Appropriately interacts with parents and/or community members. | _____ | _____ |
| B. Effectively communicates and works with colleagues. | _____ | _____ |
| C. Perseveres to accomplish desired goals. | _____ | _____ |
| D. Assumes responsibility for professional growth. | _____ | _____ |

COMMENTS:

SUMMARY

Signature of Evaluator

*Signature of Employee

*NOTE: The above signature does not indicate agreement with points as evaluated, but only acknowledges that the employee did receive a completed copy of this evaluation.

REMEDIATION ACTION PLAN

Competency	Action Steps For Improvement	Initial Plan Conference Principal & Teacher Initials	Final Plan Conference Principal & Teacher Initials	Target Date(s)

Principal: _____ Date: _____

Teacher : _____ Date: _____

Administrator Guidelines:

- Provide a reasonable amount of time for improvement
- Provide reasonable and specific goals for improvement
- Provide the necessary district resources for improvement (may include forms or other tools, dialogue with peers, classes, professional development, release time, etc)

**BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT
BUILDING COACH PROGRAM**

I. DEFINITION OF BUILDING COACH

A Building Coach is a veteran Wooster City Schools' teacher who is recognized for excellence as a teacher and who is assigned to be a collegial facilitator for the purpose of assisting teachers in implementing specific areas of curriculum and instruction. The Building Coach may also facilitate professional relationships among staff members who are working on similar projects or activities. Building Coaches will be released from their regular assignments for one (1) year and will be afforded the opportunity to further their own training in their field, as determined by curriculum needs, to enable them to share their knowledge, experience, and expertise with their colleagues.

II. GOALS OF THE PROGRAM

The Building Coach Program, which is designed to improve student achievement, has three goals.

- A. Support teachers with successful implementation of District courses of study.
- B. Support curriculum development and implementation of District course models
- C. Encourage professional growth of Building Coaches.

III. BUILDING COACH QUALIFICATIONS

- A. Building Coaches must meet the following qualifications:
 - Be a current Wooster teacher;
 - Have ten (10) years experience teaching in the targeted subject/discipline;
 - Have at least five (5) years teaching experience in Wooster;
 - Have a Masters Degree or thirty (30) semester hours, or recent training as verified by the committee;
 - Demonstrate exemplary communication skills;
 - Possess proven leadership skills;
 - Show an ability to work cooperatively with others;
 - Possess outstanding organizational skills;

- Be available to work nontraditional hours to support the work of committees, inservice programs, and special events outside the traditional school day.
- B. Building Coaches must have the knowledge, skills, attitudes, values, and professionalism for becoming a Building Coach. The specific criteria for Building Coach selection are:

1. Prerequisite Knowledge

- a. A Building Coach needs to have thorough understanding of learning theories, child growth and development.
- b. A Building Coach needs to have a knowledge of the Wooster community and students.
- c. A Building Coach should possess a clear understanding of school policies, procedures, routines and the Master Contract.
- d. A Building Coach needs a thorough understanding of the school's curriculum, courses of study, competency-based education program and proficiency testing.
- e. A Building Coach should have an above average knowledge of the targeted curricular area.
- f. A Building Coach should have general knowledge in other subject areas.
- g. A Building Coach will know what instructional resources are available to assist classroom teachers and must be willing to research and locate other resources.

2. Prerequisite Skills

- a. A Building Coach should possess a wide variety of effective instructional skills.
- b. A Building Coach must have good general communication skills including being a good listener and being able to clearly express ideas and feelings to individuals, small groups and in large group presentations.
- c. A Building Coach should have a history of interacting and working well with others.

- d. A Building Coach must have skills in planning, organizing and managing work.
 - e. A Building Coach should be a problem solver, able to define a problem, identify general alternatives for solving the problem, and to assist in choosing logical alternatives and implementing and evaluating the chosen solution.
 - f. A Building Coach must be willing and available to assist in implementing solutions, evaluating the successes and refining or revising as necessary.
 - g. A Building Coach must exhibit general leadership skills, even if not previously assigned a formal leadership role.
 - h. A Building Coach will have to learn a wide variety of new knowledge and skills to match specific techniques to different individuals and situations; therefore, the Building Coach must possess high level learning and thinking skills.
3. Prerequisite Attitudes, Values and Personal Characteristics
- a. A primary characteristic for being a Building Coach is dedication to the teaching profession.
 - b. A Building Coach must have concern for classroom teachers and be willing to expand time and energy supporting them.
 - c. A Building Coach must demonstrate a reasonable high level of self-confidence in assuming the Building Coach role.
 - d. A Building Coach must have personal and professional respect for teachers.
 - e. A Building Coach should be interested in facilitating rather than controlling.
4. Prerequisite Professionalism
- a. A Building Coach should be able to demonstrate and communicate an awareness of issues that advance the stature of his/her teaching area, as well as public education in general.
 - b. A Building Coach should be knowledgeable about sources of professional growth, such as college classes, organizations, programs and workshops.
 - c. A Building Coach should maintain membership and activity in professional education organization.

IV. SELECTION PROCESS

- A. All certified/licensed staff will be made aware of the program prior to Building Coach selection.
- B. Any teacher can volunteer himself/herself to be a Building Coach.
- C. The applicant teacher must submit three (3) references to the Building Coach Committee on the Building Coach Reference Form. One of these must be the applicant's Principal.
- D. A Building Coach Committee composed of eight (8) members will be established. Four (4) members will be classroom teachers appointed by the Association and four (4) members will be administrators appointed by the Superintendent. An effort will be made to select member's representative of diverse buildings and grade levels.
- E. The Building Coach Committee will annually select the area(s) of concentration for the Building Coach(s) after requesting input from the Administration and staff.
- F. Upon receiving the applications for Building Coach, the Building Coach Committee will review the candidates and select potential Building Coaches who will be recommended to the Superintendent.
- G. If a member of the Building Coach Committee applies to be a Building Coach, he/she will withdraw from the selection process as the Association will appoint a replacement Association member to become a regular member of the Committee. If she/he is not selected, he/she will return as a Committee member.
- H. Those chosen by the Building Coach Committee will be notified in writing that they will be a Building Coach. At the end of his/her service the Building Coach will return to his/her original classroom or similar position. Applicants who were not selected will also be notified in writing by the Committee.
- I. The Building Coach selection will continue each year. Those currently serving as a Building Coach may reapply with a letter of intent.
- J. Whenever possible, Building Coaches will be selected by the end of the previous school year. When this is not possible, Building Coaches will be selected during the summer.

V. ASSURANCES

- A. Those chosen by the Building Coach Committee will be notified in writing that they will be a Building Coach.

- B. At the end of the one (1) school year, the Building Coach will return to his/her original classroom/team (if elementary or middle school) or a similar teaching position (if secondary) if these positions continue to exist. After their year as a Building Coach, staff members will be encouraged to volunteer to serve on curriculum committees and other positions of leadership with the District. Wooster City Schools will continue to support ex-Building Coaches in their professional development and will offer them the opportunity to participate as curriculum and program leaders and staff development presenters as appropriate.
- C. The District will commit to necessary financial support for the Building Coach(s) including materials, equipment, and attendance at appropriate conferences and workshops.
- D. The Building Coach Committee will continue as the oversight and steering committee and will meet every other month throughout the school year.

VI. PROGRAM EVALUATION AND REVISION

- A. The Building Coach(s), building principals, and other appropriate staff members and the Building Coach Committee will evaluate the Building Coach Program at the end of each school year by responding to the questions/ statements on the appropriate evaluation forms and submitting them to the Building Coach Committee.
- B. The Building Coach Committee will review the completed evaluation forms and other data and make necessary recommendations at the end of the first year of the program to the Association and the Administration. Program revisions will be documented through the attachment of an addendum to the original program or through the creation of a new program plan.
- C. Building Coaches, principals, and the Building Coach Committee will be expected to maintain confidentiality and will not violate this confidentiality by revealing or asking for information to be used in any teacher's or Building Coach's evaluation.

JOB DESCRIPTION:
BUILDING COACH

NOTE: This is a certified/licensed staff position on the teachers' work calendar and compensated on the teacher's salary schedule. These days will not at all times coincide with the teachers' contract or school day. There are no paid vacation days or holidays.

SPECIFIC DUTIES:

- Participate in necessary training.
- Meet with classroom teachers as needed to complete curricular projects and activities of the District.
- Establish rapport as a helping person.
- Help teachers to identify most immediate and pressing needs in the designated curricular area.
- Help with ways to organize and manage the classroom.
- Suggest ways to plan for and implement instruction.
- When invited to do so by the classroom teacher, observe teaching and provide nonevaluative feedback related to areas of instruction and classroom management. It is not the responsibility of the Building Coach to formally evaluate any staff member. This is the responsibility of the building principal.
- Help teachers with ways to implement the District curriculum.
- Co-teacher at times when that is welcomed by the classroom teacher and when it seems the most effective way to facilitate growth.
- Present workshops or training session as needed.
- Conduct research in targeted areas, synthesize research studies in current literature and identify best practices.
- Research and recommend instructional materials and methods that may be of greatest value to classroom teachers.
- Participate with curriculum development committees in completing their work.
- Promote professionalism.
- Assist in the evaluation of the various aspects of the Building Coach Program.

REPORTS TO: Superintendent of Schools

The Wooster City Schools is committed to and guided by the principles of equal opportunity. We strive to develop a workforce which represents an equitable distribution of ethnic pluralities, genders, and persons with disabilities. Minority candidates are encouraged to apply and voluntarily identify themselves.

**BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT
BUILDING COACH REFERENCE FORM**

Teacher's Name _____

Grade/Subject _____ Building _____

The above named teacher is applying to be a Building Coach with the Wooster City Schools. Your honest responses on this reference form will help the Building Coach Committee in the selection process. Please return this form to Director of Personnel before July 14.

Please rank the candidate in the following areas on a scale of 1 through 5
5 = Outstanding, 1 = Weak, N.O. = Not Observed)

- _____ Teaching Performance
- _____ Communication Skill
- _____ Interacting and working well with others
- _____ Skills in planning, organizing, and managing work
- _____ Creativity
- _____ Knowledge of Wooster community and students
- _____ Dedication to the teaching profession
- _____ Accepting of new ideas, practices, procedures, and routines
- _____ Relationship with students
- _____ Skill as a listener
- _____ Maintenance of confidentiality
- _____ Knowledge of subject matter
- _____ Control of emotions, self-control
- _____ Classroom management
- _____ Positive effect on the lives of the students
- _____ Awareness of current issues and trends in education
- _____ Stamina
- _____ Acceptance of each student as an individual
- _____ Knowledge of sources of professional growth
(classes, programs, organizations, workshops)
- _____ Rapport with fellow staff members
- _____ Sense of humor
- _____ Ability as a problem solver
- _____ High expectations of self and others
- _____ Knowledge of curriculum and courses of study
- _____ Leadership skills
- _____ Personal commitment to lifelong learning
- _____ Knowledge of instructional resources
- _____ Concern for Entry-Year Teachers
- _____ Willingness to help colleagues

**BOARD OF EDUCATION
WOOSTER CITY SCHOOL DISTRICT
BUILDING COACH PROGRAM
APPLICATION FORM**

Name _____

Present position and building assignment _____

Present positions held in Wooster and/or other districts (please specify subjects, grades, buildings, and districts):

Total number of years teaching _____

Number of years teaching in Wooster _____

Are you under a continuing contract? ____ Yes ____ No

Leadership and service experience:

- Membership in professional organizations
- Committee Participation
- Co-Curricular Involvement

Please describe the prerequisite knowledge you have that would make you an effective Building Coach.

Please describe the prerequisite skills that you possess that would make you an effective Building Coach.

Please describe the prerequisite attitudes, values, and personal characteristics that would make you an effective Building Coach.

Please describe the prerequisite professionalism that you demonstrate that would make you an effective Building Coach.

Why do you want to become a Building Coach?

What additional strengths do you have that would help you in your role as a Building Coach

[THIS SIDE LETTER AGREED TO BY THE PARTIES NOVEMBER 23, 1993.]

TO WIT:

When the Board opens a new building or when the Board reassigns a bargaining unit member to a new building or new classroom, the Board will be responsible for moving the contents of that person's room/office. At the person's request, the Board will also be responsible for packing equipment and text books.

FOR THE WOOSTER EDUCATION ASSOCIATION

/s/Richard C. Schneider
Richard C. Schneider

FOR THE WOOSTER BOARD OF EDUCATION

/s/ H. Doyle Davidson
H. Doyle Davidson

CONSENSUS STATEMENT ON VALUE ADDED FOR 12-13

During the collaborative and interest-based negotiations (CIB) for a successor agreement to the Master Agreement between the Wooster City School District Board of Education and the Wooster Education Association, the parties reached consensus on the following non-contractual items:

1. In order to facilitate the transition to a standards-based evaluation system as required by law on or before July 1, 2013, which includes a component of student performance and value-added analysis, the District has agreed to pilot value added information, data collection and analysis utilizing the Battelle Corporation system for the 2012-2013 school year. In so doing, the parties agree that such system and information is only being utilized on a “pilot” basis for the 2012-2013 school year, to provide familiarity with the feedback process and system, and will not be used as part of any teacher’s formative assessment for that year or for any other purpose. Similarly, to the extent that such information becomes readily accessible to third parties due to the nature of the system, the District will be vigilant in explaining in response to any and all inquiries, that the such information and/or data has only be utilized as a “pilot” and that the District is not relying upon the information for other than those process purposes.

