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10/07/2013

NEGOTIATED AGREEMENT

between the

**WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

WAYNESFIELD-GOSHEN EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 2013 - JUNE 30, 2016

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	RECOGNITION	1
	A. Recognition of Association.....	1
	B. Recognition of Board of Education	1
II	NEGOTIATIONS PROCEDURE	1-3
	A. Meetings and Meetings Requests.....	1
	B. Representation.....	1
	C. Information	2
	D. Caucuses	2
	E. Protocol	2
	F. Schedule of Meetings	2
	G. Agreement.....	2
	H. Final Agreement.....	3
	I. Dispute Settlement Procedure.....	3
	J. Scope of Bargaining.....	3
III	LEAVES OF ABSENCE.....	4-9
	A. Sick Leave.....	4-5
	B. Maternity Leave	5
	C. Child Care Leave	5
	D. Professional Leave.....	6
	E. Sabbatical Leave	6-7
	F. Assault Leave.....	7
	G. Personal Leave	7-8
	H. Military Leave.....	8
	I. Court/Jury Duty Leave.....	8-9
	J. Unpaid Leaves of Absence	9
	K. Returning From Leave	9
IV	GRIEVANCE PROCEDURE.....	10-11
	A. Definitions.....	10
	B. General Practices	10
	C. Grievance Procedure.....	10-11

<u>Article</u>		<u>Page</u>
V	VACANCIES, TRANSFERS AND ASSIGNMENTS	11-12
	A. Vacancies	11
	B. Transfers	11-12
	C. Assignments	12
VI	CONTRACTS	12-13
VII	REDUCTION IN FORCE	13-16
VIII	PERSONNEL FILES	17
IX	SCHOOL CALENDAR	17
X	SCHOOL DAY	18
XI	SEVERABILITY	19
XII	ASSOCIATION RIGHTS	19-20
XIII	SALARY AND FRINGE BENEFITS	21-25
	A. Salary Provisions	21
	B. Mileage	21
	C. Experience Credit	21
	D. Supplemental Contracts	21-22
	E. Severance Pay	23
	F. STRS Tax Deferred Pick-up	23-24
	G. Insurance	24-25
	1. Medical Insurance	24
	2. Life Insurance	24
	3. Dental Insurance	25
	4. Vision Care Reimbursement	25
	5. Plan Provider	25
	H. Classroom Supplies	25
XIV	TEACHER EVALUATION	25-32
	A. Ohio Teacher Evaluation System (OTES)	25-30
	B. Teacher Evaluation Process (Non-OTES Evaluation Process)	30-32
XV	DEFINITIONS	32-33
XVI	DUES DEDUCTION	33

<u>Article</u>	<u>Page</u>
XVII CLASS SIZE	33
XVIII LONG TERM SUBSTITUTES	33-34
XIX RESIDENT EDUCATOR PROGRAM.....	34
XX LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	34
XXI CONTINUING EDUCATION ASSISTANCE.....	34
XXII EMPLOYMENT OF RETIRED TEACHERS	34-35
XXIII DURATION AND INTENT OF AGREEMENT.....	36
XXIV SIGNATURES.....	36
 <u>Appendices</u>	
Appendix A Teacher Grievance Form.....	37
Appendix B Transfer Request Form	38
Appendix C Certificated Employee Salary Index	39-40
Appendix D Certificated Employee Salary Schedules	41-49
D-1 – 2013-2014 Certificated Employee Salary Schedule	41-43
D-2 – 2014-2015 Certificated Employee Salary Schedule	44-46
D-3 – 2015-2016 Certificated Employee Salary Schedule	47-49
Appendix E Supplemental Salary Schedule.....	50-52
Appendix F Teacher Observation Form	53-55
Appendix G Teacher Summative Evaluation Form	56-58
Appendix H Teacher Performance Evaluation Rubric.....	59-67
Appendix I Informal Observation Form	68
Appendix J Final Summative Rating of Teacher Effectiveness Form	69
Appendix K Teacher Response Form.....	70

ARTICLE I -- RECOGNITION

A. Recognition of Association

The Waynesfield-Goshen Local School District Board of Education, hereinafter referred to as the "Board," recognizes the Waynesfield-Goshen Education Association, (OEA/NEA), hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all certified professional personnel in the School District, including long term substitutes, except casual substitutes, casual employees, and administrative personnel, confidential employees, and management level employees as defined in O.R.C. Chapter 4117.

B. Recognition of Board of Education

The Association recognizes the Board as the locally elected body, serving as the agent of the State, charged with the establishment of policies, procedure, and regulations for the educational programs and activities within the Waynesfield-Goshen Local School District and as the employer of all certified personnel of the school system. The Association further recognizes that by accepting this Agreement, the Board does not relinquish any statutory right, responsibilities, and/or authority as they pertain to the total operation of the Waynesfield-Goshen Local School District and the educational programs provided and the education of the students therein.

ARTICLE II -- NEGOTIATIONS PROCEDURE

A. Meetings and Meetings Requests

1. Either the Association or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party between one hundred twenty (120) and sixty (60) days prior to the expiration of this Agreement. Requests for negotiation from the Association will be made in writing directly to the Superintendent or his/her designee. Requests from the Board will be made in writing to the President of the Association. Within ten (10) days of transmittal of said Notice, the parties shall hold their first negotiations session. The first negotiations session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. The above times may be changed by mutual agreement.
2. Further meetings are to be scheduled so as not to interfere with educational programs and activities of the school system.

B. Representation

The negotiating teams of either party will be limited to four (4) persons. Reference persons may attend by mutual agreement.

C. Information

1. The Board and Superintendent agree to furnish the Association negotiations committee, upon request and within a period not to exceed five (5) school days all available current information concerning financial resources of the District and such other information as will assist the Association in developing intelligent, accurate, and constructive educational programs.
2. The Association agrees to furnish all available information on its proposals to the Board's negotiating team within five (5) school days to support the development of sound educational and extracurricular programs for the students of Waynesfield-Goshen Local School District.

D. Caucuses

The Chairperson of either negotiating team may recess their respective team for an independent caucus at any time. The caucus shall be limited to a reasonable length of time.

E. Protocol

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

F. Schedule of Meetings

Until all negotiations meetings are completed, each meeting shall include an agreed time, place and agenda for the next meeting.

G. Agreement

1. As tentative agreement is reached on each item during the negotiating period, the agreement shall be reduced to writing and initialed by each team.
2. If agreement is reached on matters being negotiated, the tentative agreements reached between negotiating teams will be reduced to writing and submitted to the Association for its consideration. The Association shall vote on the tentative agreement within fifteen (15) days of the date the agreement is reached. If ratified by the Association, such written agreement shall be submitted to the Board for its consideration. The Board shall, if possible, take action at the next regular or special meeting of the Board which shall be not less than fourteen (14) days from the date of the receipt of the ratified agreement from the Association.

H. Final Agreement

Upon approval by both the Association and the Board, four (4) copies of the total Agreement shall be signed by the President of the Board, the Treasurer, the Superintendent, and the President of the Association. One copy shall be retained by the Board and two (2) by the Association. The fourth copy shall be submitted to the State Employment Relations Board, hereinafter referred to as "SERB."

I. Dispute Settlement Procedure

1. If forty-five (45) calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.
2. This dispute resolution procedure is mutually agreed to by the parties in accordance with O.R.C. §4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C. §4117.14.
3. The Association agrees that there will be no strike during the term of this Agreement. However, the Association retains its right to invoke the provisions of O.R.C. §4117.14(D)(2) should the dispute resolution procedure listed above be unsuccessful.
4. Both parties agree that this procedure is the final step in negotiations.

J. Scope of Bargaining

Pursuant to the Ohio Public Employee Collective Bargaining Law, the parties agree to negotiate with respect to wages, hours, or other terms and conditions of employment or the continuation, modification or deletion of existing provisions of the Negotiated Agreement. In the event of interim bargaining over any changes in the wages, hours, or other terms and conditions of employment, the parties may request the services of the Federal Mediation and Conciliation Service (FMCS) upon mutual agreement of the parties.

ARTICLE III -- LEAVES OF ABSENCE

A. Sick Leave

1. Each full time employee shall be entitled for each completed month of service to sick leave of one and one-fourth (1¼) workdays with pay. Employees in continuous service will accumulate fifteen (15) days per year.
2. Unused sick leave shall be cumulative up to two hundred (200) days.
3. The previously accumulated unused sick leave of an employee from public school service shall be accepted upon employment as an employee of the school not to exceed one hundred twenty (120) days without approval by the Board.
4. Employees may use sick leave upon approval of the responsible administrative officer as follows:
 - a. For absence due to personal illness, pregnancy related illness, injury, exposure to a contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Immediate family shall be defined as spouse, child, parent, sister, brother, household members or dependent resident in the employee's home.
 - b. For the death of a parent, child, spouse, sister, brother or anyone who has virtually held the position of parent or child of the employee, use of sick leave is limited to three (3) days and additional days upon a request submitted to the principal and upon approval by the Superintendent. This rule also applies in the case of a death to any person who is a permanent resident in the employee's home.
 - c. Sick leave may be used for pregnancy when a doctor certifies disability.
 - d. One (1) day of sick leave may be used to attend the funeral of an aunt, uncle, nephew, niece, grandparent, grandchild, father-in-law, mother-in-law, or the grandparents of the employee's spouse. Additional days may be granted at the discretion of the Superintendent.
5. New employees with no accumulative sick leave shall be granted five (5) workdays of sick leave, effective immediately; however, this will not be in addition to their yearly entitlement.
6. All absences of personnel shall be reported to the central office by the building Principal through the school secretary. The central office shall report the employee's absence, both sick leave and deductible, to the Treasurer. As soon as feasible, each employee shall be notified of the amount of sick leave which has accumulated to his/her credit on each check stub.

7. A day's pay will be deducted for each day's absence due to illness at the expiration of the employees accumulated sick leave. Daily rate will be the yearly salary divided by number of days in that employee's work calendar. The employee will also be required to reimburse the Board the prorated daily cost of health insurance benefits.
8. Any certified employee who does not utilize any sick days during his/her contracted school year shall receive one (1) day's pay at his/her per diem rate payable on or before the final pay period in June of the applicable school year.
9. Falsification of sick leave shall be subject to disciplinary action in accordance with the provisions of O.R.C. §3319.141.

B. Maternity Leave

1. The Board shall grant a leave of absence for maternity, without pay, for any regularly employed staff member, upon written request for such leave, and upon proper certification of pregnancy by the employee's physician. Such leave of absence shall not exceed one (1) full school year and may be renewed at the discretion of the Board.
2. An employee on maternity leave may continue to participate in the District group insurance programs only if the employee is willing to assume the full cost of the coverage. Such payments shall be made, in advance, by the employee in the manner prescribed by the Treasurer's office. Coverage will be in accordance with the rules and regulations for COBRA (Consolidated Omnibus Budget Reconciliation Act).
3. Employees returning from maternity leave shall be assigned to the same or similar position which was held at the time the leave was granted.
4. Employees who receive a child through adoption shall be granted a leave of absence in accordance with this provision.
5. Employees who are on maternity leave or leaves of absence shall receive by mail all information concerning policy changes, positions available and any other information that the regular employees receive as part of their employment.

C. Child Care Leave

Upon written request by the employee, an additional year of unpaid leave may be granted by the Board. Such written request must be submitted no later than July 10.

D. Professional Leave

1. Request by an employee for permission to attend professional meetings shall be made to their Principal at least one (1) week in advance of said meeting. The request will be accepted or rejected and returned to the employee within three (3) working days.
2. When the certified staff members are required to attend an in-service program or workshop planned by the W-G School Administration on the annual October Teacher Workshop (commonly referred to as WOE Day) then the staff will be notified by the school administration a minimum of thirty (30) days in advance; Otherwise certified staff members will utilize professional growth opportunities as provided by Board Policy and the Collective Bargaining Agreement. Certified staff may request administrative approval to attend alternative workshops or conferences on alternative dates in exchange for the October Teacher Workday. The Professional Meeting Form (H.R. Kiosk) will be used.
3. If approved by the Superintendent, the employee shall be reimbursed up to the preapproved amount for documented expenses associated with the leave using the form on the H.R. Kiosk. Meal expenses shall be reimbursed at a rate of Fifteen Dollars (\$15.00) maximum per day for a single day Professional Leave and at a rate of Twenty-Five Dollars (\$25.00) maximum per day for multiple day Professional Leave. (Receipts required.)
4. Requests for professional leave may be processed in the following ways:
 - a. Approved for full reimbursement.
 - b. Approved for partial expenses by mutual agreement.
 - c. Approved for leave only (expenses paid by employee).
 - d. Not approved.

E. Sabbatical Leave

1. A teacher who has completed five (5) years of service for the Board may apply for a leave of absence in accordance with this Article for purposes of professional improvement. Teachers requesting such leave must submit with their applications a detailed plan for professional growth, including the proposed course of study and its value to the applicant, his/her pupils, and the District. The Board shall act on the application and notify the teacher within thirty (30) days after receipt of said application.

2. The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be considered on a first-come basis. Applications may be approved for one (1) semester or one (1) school year, but may not exceed a total period of one (1) year.
3. A teacher on sabbatical leave may continue to participate in group insurance by paying the insurance premium to the Treasurer on a timely basis. The Board may pay a partial salary to a teacher on approved sabbatical leave, equal to but not to exceed the difference, if any, between the teacher's regular contract salary and the replacement teacher's salary.
4. The Board shall not grant a sabbatical leave to the same teacher more often than once in five (5) years of service to the District.

F. Assault Leave

1. Any certified employee of the Board physically assaulted while in the course of such teacher's employment and physically disabled from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided for a period not to exceed thirty (30) days. The Superintendent may extend such time in unusual circumstances.
2. To be eligible for assault leave, the certified employee shall: (1) apply for Workers' Compensation benefits; (2) make a written statement concerning the assault on forms provided by the Board; (3) cooperate with investigating and prosecuting authorities.
3. If Workers' Compensation benefits are paid, the Board shall pay to each employee the difference between the benefits received and the employee's regular salary.
4. There shall be no deduction from the accumulated sick leave of the certificated employee while on assault leave.

G. Personal Leave

1. Three (3) days of personal leave per year may be granted for legal or business matters, family emergencies, family obligations, weddings, religious holidays, or any other matter of a personal nature that cannot be resolved outside of the regular work hours upon the request to the Superintendent.
2. Personal leave must be requested two (2) days in advance except in emergency situations.
3. Personal leave may be taken in either one-quarter (1/4) day, one-half (1/2) day or full day blocks of time upon approval by the Administration.

4. Except in emergencies, such days shall not be allowed on days immediately preceding or following holiday or vacation days nor on the first or last day of school.
5. Request for personal leave must be made on the form on the H.R. Kiosk.
6. Personal leave days shall not be cumulative.
7. Any certified employee who does not utilize any personal days during his/her contracted school year will receive One Hundred Dollars (\$100.00) in additional pay, payable on or before the final pay period in June of the applicable school year. Any certified employee who utilizes only one (1) personal day during his/her contracted school year will receive Fifty Dollars (\$50.00) in additional pay, payable on or before the final pay period in June of the applicable school year.
8. No more than ten percent (10%) of the bargaining unit may take personal leave on the same day. In May, no more than five percent (5%) of the bargaining unit may take personal leave on a Friday or Monday. Requests will be honored consistent with this section on a first come, first serve basis.

H. Military Leave

1. Military Leave Not to Exceed Thirty-One (31) Days

A teacher who is a member of the reserve component of the Armed Forces of the United States shall, upon application, be granted a leave of absence for military service not to exceed thirty-one (31) days in one (1) calendar year, without loss of pay, as specified in O.R.C. §5923.05.

2. Extended Military Leave

A teacher who leaves his/her teaching position to serve in the Armed Forces of the United States, as defined by O.R.C. §3319.14, shall be considered to be on special leave of absence, and he/she shall be entitled to return to the service of the District under the terms of pertinent statutes. Upon such return, the teacher shall be returned to service in the school without loss of professional or financial status.

I. Court/Jury Duty Leave

1. A teacher shall be excused for service on a jury without loss of pay or benefits so long as the teacher promptly submits to the Treasurer proof of jury service and the remuneration, excluding mileage and any other cash disbursements, received for such service.

2. A teacher shall be excused without loss of pay in order to serve as a witness in an Ohio Court of Law under the following conditions:
 - a. The teacher is served with a valid subpoena to appear;
 - b. The matter upon which the teacher is testifying is school related; and
 - c. The matter is not related to an employment issue or other matter in which a member of the bargaining unit or the Association is a plaintiff and the Board is a defendant in this case.

J. Unpaid Leaves of Absence

1. A leave of absence for up to two (2) years may be granted by the Board of Education to members of the bargaining unit (O.R.C. §3319.13).
2. An employee desiring such a leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent. The Superintendent shall report the request to the Board at the next regular meeting.
3. Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent in writing of such intention not later than April 1.
4. Upon return from a leave of absence, a teacher shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave. If the employee desires to purchase the leave year for STRS credit, the employee will pay his/her share and the Boards share of the contribution.

K. Returning From Leave

If the teacher goes on leave and is replaced by a temporary contract teacher, then the returning teacher shall go back to the same or similar position that he/she held at the beginning of the leave as though he/she had not been on leave; and further, shall be affected by any transfers the same as though he/she had never gone on leave.

- L. All leaves of absence will be completed on the HR-Kiosk on WOCO's website. In the event a teacher is unable to report a leave on the HR-Kiosk either due to an emergency or due to limited computer access, a leave may be reported by a telephone call to the appropriate administrator.

ARTICLE IV -- GRIEVANCE PROCEDURE

A. Definitions

1. Grievance -- A claim based on an alleged violation, misapplication, or misinterpretation of a provision of this Agreement.
2. Grievant -- An individual employee or the Association having a grievance.
3. Days -- "Days" shall refer to calendar days exclusive of Saturdays, Sundays, or legal holidays as defined by State or Federal statutes.
4. Immediate Supervisor -- The Administrator assigned to evaluate the grievant.

B. General Practices

1. No one shall be required to have representation at any level of this procedure. A grievant may be represented at any level of the formal grievance procedure by a representative of his/her own choosing. A representative of the Association may be present at all levels of this procedure.
2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
4. Failure at any step in this procedure to communicate decisions in writing as called for within the specified time shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance at the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, and there shall be no further right of appeal.

C. Grievance Procedure

1. Step One (Informal Procedure) -- Within twenty (20) days from the occurrence or event giving rise to the alleged grievance, the grievant may submit in writing a request for a meeting with his/her immediate supervisor in an attempt to resolve the problem informally.
2. Step Two (Formal Procedure) -- If the grievant is not satisfied with the results of the decision at Step One, the grievant may, within five (5) days subsequent to the Step One meeting but no later than twenty-five (25) days from the occurrence or event giving rise to the alleged grievance, submit a formal written grievance to the immediate supervisor. (See Appendix A.) The immediate supervisor will conduct a conference within five (5) days at a mutually agreeable time and place.

A written decision shall be rendered by the immediate supervisor within ten (10) days after the conference, and said written decision shall be given to the grievant.

3. Step Three -- Within five (5) days after receiving the decision of the immediate supervisor and assuming no satisfaction with the decision, a written notice to continue the process must be submitted to the Superintendent. If requested, the Superintendent shall meet with the grievant within five (5) days after the grievance has been received by the Superintendent. A written decision shall be rendered by the Superintendent within ten (10) days after the conference and said written decision shall be given to the grievant.
4. Step Four -- If the grievant is dissatisfied with the decision rendered by the Superintendent, the grievant may request a review by the Board. This written request should be directed to the Treasurer of the Board, with a copy to the Superintendent. The Board shall meet with the grievant in executive session at the next regularly scheduled Board meeting. A written decision shall be rendered by the Board within fifteen (15) days after the meeting.

ARTICLE V -- VACANCIES, TRANSFERS AND ASSIGNMENTS

A. Vacancies

1. All teaching, supplemental and administrative vacancies which occur during the school year shall be posted on the bulletin board in the office of each school building for at least five (5) working days prior to filling the position. Application for said vacancies must be received by the Superintendent within five (5) days after the posting is closed.
2. Vacancies which occur between August 10th and the beginning of the school year will not be posted. Said vacancies will be filled as determined by the Board and/or Superintendent.
3. Notice of vacancies occurring in the months of June, July and through August 10th shall be communicated through One Call and W-G e-mail to all teachers. Vacancies declared in June, July and through August 10th shall be declared closed ten (10) days following the postmark of the notice.

B. Transfers

Teachers desiring a transfer from their present teaching assignment should make such request in writing to the Superintendent prior to April 1. However, a teacher may submit to the District, a request for transfer at any time, whether or not a vacancy exists. A teacher may also submit a request for transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Section. (See Appendix B Teacher Transfer Request Form.) No teachers will be transferred involuntarily without first having a conference with the Superintendent to discuss the reasons and options for the transfer. If two (2) or more teachers with the appropriate credentials apply for an existing

vacancy, seniority of the applicants will be given consideration prior to the awarding of the requested transfer.

C. Assignments

Teachers will normally be notified of their assignment for the next school year before the last day of school. The Superintendent may reassign staff at a later date if it becomes impossible to employ a teacher(s) to complete the staffing for the following school year. A teacher(s) will be notified immediately of any change of assignment and has the right to a conference with the Superintendent regarding the change.

- D. Any teacher in grades 3-12 who is assessed by a standardized test included in the state Performance Index (PI) will be compensated Five Hundred Dollars (\$500.00) annually if assigned more than four (4) preps quarter (grading period). A "prep" is defined as preparation to teach different content in a subject taken for credit and the content is included on the state Performance Index (PI). Also, Administration will attempt to schedule courses consisting of subject matter assessed by a standardized test included in the state Performance Index (PI) is assigned to one teacher (not divided among two or more teachers).

ARTICLE VI -- CONTRACTS

- A. Extra duty assignments will be covered by supplemental contracts. Those extra duty assignments covered by supplemental contracts will be paid in accordance with the supplemental contract salary schedule in this contract. All supplemental contracts will be treated as limited contracts and limited to one (1) year.
- B. The procedural due process and evaluation requirements contained in O.R.C. §§3319.11, 3319.111 and Article XIV of this Agreement shall not apply to supplemental or extended time contracts. It is further agreed that all supplemental or extended time contracts shall have a duration of one (1) year, regardless of the date of issuance or the nature of the document on which the contract is issued and that notice to the teacher or non-renewal of a supplemental contract by the Board is not required.
- C. An employee who, upon request, fails to file the required teaching certificate, or appropriate evidence or documentation that acceptable and legal certification is imminent, for his or her position by August 1, for the upcoming school year, shall automatically forfeit his/her employment position. Nonrenewal or termination of employment procedures shall not be required.
- D. The Board will provide the employees with an electronic copy of the Negotiated Agreement as soon as practicable.

- E. Persons eligible for a continuous service contract must submit a written request for consideration for a continuing contract along with supporting documentation on or before the April Board of Education meeting of the year in which they are eligible. If the request or documentation is not received by April 1, the teacher will have to wait until the following school year to be considered for a continuing contract, unless the restriction is waived by the Board.

ARTICLE VII -- REDUCTION IN FORCE

- A. The Board may reduce the number of teaching positions by suspending contracts (Limited, Continuing, Extended Service and/or Supplemental) for one or more of the following reasons:
 - 1. Decreased enrollment of pupils in accordance with law;
 - 2. Return to duty of regular teachers after leaves of absence;
 - 3. Suspension of schools or territorial changes affecting the District; and
 - 4. Financial reasons.

Further, the Board may make reductions for financial reasons under the following condition:

A committee, composed of not less than three (3) members of administration and three (3) members of WGEA assigned by the President, shall meet to discuss reductions and make recommendations to the Board within reasonable time limits as established by the Board. The committee is advisory only; the Board welcomes all input, and will consider all sources, but serves as the elected governance and final decision maker.

- B. The Board will notify the Association twenty-five (25) days prior to taking action on staff reductions.
- C. Nothing herein shall preclude the lawful non-renewal of a teacher's limited contract.
- D. Suspension of Contracts

All teachers, who are to be part of the plan, shall have their contracts renewed and the Board shall then proceed to suspend contracts for the reduction in staff. For the purpose of this sub-section, a teacher is deemed a "part of the plan" if the sole reason for dissolving the employment relationship between the Board and such teacher is reduction in force (RIF).

Procedure:

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of this Agreement. Suspension of contracts shall be recommended by licensure/certification area and an order shall be based on the following:

- a. First, the Board shall handle staff reductions through normal attrition (early retirement, resignations, etc.).
- b. Second, limited contract teachers shall be reduced first utilizing the following order:
 1. Licensure/Certification.
 2. Competency as determined by formal evaluation.
 3. When evaluations are comparable, seniority in the District shall prevail.
- c. Third, continuing contract teachers shall be reduced by utilizing the following order:
 1. Licensure/Certification.
 2. Competency as determined by formal evaluation.
 3. When evaluations are comparable, seniority in the District shall prevail.
- d. Using the criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. O.R.C. §3319.17(C).

E. Seniority

1. Every teacher's name shall appear in an Excel spreadsheet on a list which includes all his/her area(s) of certification and contract status. This list will be provided to the President of the Association no later than October 30th of each year. Those teachers who have more than one (1) area of certification shall have their name listed for each area for which they hold certification. Areas of certification shall be those areas in which the teacher is certified by the State Department of Education, on file in the Administrative or Treasurer's offices at the time the Board adopts the reduction in staff plan.
2. Seniority is based on the length of continuous service of the school system which is not affected by authorized leave of absence. Seniority of teachers who resign and are subsequently re-employed shall begin at the date of re-employment.

F. Continuing Contracts

Teachers with continuing contracts shall be given preference by the Board in a RIF in accordance with O.R.C. §3319.17.

G. Determination of Seniority

Where two (2) or more teachers have joined the system at the same time, their names are arranged on the seniority lists based on the Board meeting at which they were hired. Those teachers employed on the same date shall use the date on their application form for seniority purposes.

H. Recall

Seniority shall not be the basis for recalling a Teacher, except when making a decision between Teachers who have comparable evaluations. O.R.C. §3319.17(C). Names of teachers whose contracts are suspended due to a RIF shall be placed on a RIF list based on (1) licensure/certification; (2) competency as determined by formal evaluation; and (3) when evaluations are comparable, seniority in the district shall prevail. When there is an opening, the teacher who meets the above criteria for the position shall be restored by the Board at the same seniority, salary, and fringe benefits as he/she would have received if a RIF had not taken place, provided, however, such teacher shall not be granted service credit for salary purposes for such time such teacher's contract was suspended. No new teachers may be hired by the school system for any position as long as there is a teacher certificated for the position on the RIF list.

L. Availability For Recall

1. If an opening occurs, the Board shall send a certified letter to all teachers certified for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of his/her current address. The teacher shall notify the Board by certified mail within five (5) days from the date the letter is received to indicate his/her availability for such position. The Board shall offer to reinstate from the recall list that teacher who has indicated availability for such position. If the certified letter is returned unopened or the teacher does not respond to the letter, the Board shall then reinstate the next eligible person on the list provided that the letter was mailed to the correct address as indicated by the forwarded address supplied by the teacher.
2. A RIF list will be made available to the Association at all times. When a teacher's contract is suspended due to a RIF, the teacher's name will remain on the RIF list for a period of twenty-four (24) months, unless:
 - a. The teacher requests to be removed from the recall list;
 - b. The teacher fails to respond within five (5) days as noted above to an offer of recall, or the notification letter is returned to the District as not at this address with no forwarding address;

- c. The teacher refuses an offer of recall to a position equal or more in time for which he/she is certified; or
- d. The teacher accepts a job in public education in Ohio.

J. Comparable Evaluations

- 1. During the 2013-2014 school year only, the evaluations of bargaining unit members shall be considered comparable to one another for the purpose of reduction in force. Teachers with no Student Growth Measure data shall be held to be “Ineffective” for the 2013-2014 contract year.
- 2. During the 2014-2015 school year only, comparable evaluations shall be defined as follows:
 - a. All teachers rated “Accomplished” will be considered comparable to one another;
 - b. All teachers rated “Developing” or “Skilled” will be considered comparable to one another; and
 - c. All teachers rated “Ineffective” will be considered comparable to one another.
- 3. Effective the 2015-2016 school year, comparable evaluations shall be defined as follows:
 - a. All teachers rated “Accomplished” will be considered comparable to one another;
 - b. All teachers rated “Developing” will be considered comparable to one another;
 - c. All teachers rated “Skilled” will be considered comparable to one another; and
 - d. All teachers rated “Ineffective” will be considered comparable to one another.

ARTICLE VIII -- PERSONNEL FILES

There shall be one (1) official personnel file for each member of the bargaining unit. All members of the bargaining unit shall be entitled to the rights granted by O.R.C. §1347 with the following procedures to apply to personnel files:

- A. A teacher shall have the right, upon request and with reasonable notice, to review the contents of his/her personnel file and to receive one (1) copy of any document contained therein.
- B. A teacher may have an Association representative present when he/she inspects his/her personnel file, or may authorize in writing an Association representative to review his/her file.
- C. Information of a derogatory nature shall not be entered or filed unless the teacher is given a copy of the material.
- D. Anonymous letters or materials shall not be placed in a teacher's personnel file nor shall they be made a matter of record.
- E. Teachers shall have the right to submit a written commentary to any material placed in the file and such written comment shall be attached to the item in the file.
- F. Information in the personnel file(s) that is inaccurate, irrelevant or untimely may be removed upon mutual agreement of the teacher and the Superintendent.

ARTICLE IX -- SCHOOL CALENDAR

- A. The responsibility for the construction of the school calendar rests with the Board. However, the Association may request a meeting with the Administration for the planning of the next school calendar before March 1st. Two (2) or more different calendars will be given to the Association for input. The Waynesfield-Goshen staff will be surveyed. The results will be sent to the Board. The Board will consider the recommendation of the Association and adopt one (1) of the calendars.
- B. The school calendar shall not exceed one hundred eighty-four (184) days inclusive of teacher workdays and/or in-service days for non-first year teachers. The Board may, at its discretion, add two (2) paid days for additional in-service and/or orientation for first year teachers.

ARTICLE X -- SCHOOL DAY

- A. The school day, exclusive of meetings and other school-scheduled events where specifically requested by the Administration, shall be defined as the time during which members of the bargaining unit are to be in attendance.

- B. The school day shall be seven and one-half (7½) hours, including a thirty (30) minute duty-free lunch period each day. The normal adopted school day for teachers will not extend beyond 3:15 p.m. However, under extreme circumstances, the Board and Administration shall have the right to extend the school day up to one (1) hour beyond 3:15 p.m. The definition of “extreme circumstances” includes a day in which “inclement weather” may clear early enough, that with a three (3) hour delay would allow school to be in session. This exception would allow a three (3) hour delay schedule to be developed. Those staff members currently involved in career improvement immediately after school shall be exempt. The staff member must have notified his/her building administrator of courses being taken prior to the day of delay.

- C. The Board will provide independent, individual planning time of at least two hundred (200) minutes per week; with the following exceptions:
 - 1. Any school day that does not conform to a regular eight (8) period day, including days such as career day/art day, OAA and OGT test days, and other special days
 - 2. Meetings with Intervention teachers concerning special education students
 - 3. Meetings with parents
 - 4. Meetings with principals and/or the superintendent
 - 5. Voluntary work of teachers; such as meeting with other teachers to improve instruction and compare best practices; to tutor students, to offer intervention and extra help; and other work that adds value to the district.

- D. If a change to the school day schedule is to be considered, a committee of three administrators and three teachers (teachers appointed by WGEA) will develop the changes to be implemented and recommend to the Board. The committee is advisory only.

- E. Any teacher who is requested to perform services as a substitute teacher during his/her planning time shall be compensated at a prorated tutor rate for all such services performed.

- F. The Board and Administration agree that school make-up days shall exclude both Saturday and Sunday.

ARTICLE XI -- SEVERABILITY

- A. This Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in O.R.C. §4117.10(A)) and all policies, rules, and regulations of the Employer. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.
- B. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the FMCS shall be utilized to resolve the dispute.

ARTICLE XII -- ASSOCIATION RIGHTS

- A. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided by the Board in each school building in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes in accordance with Federal law for receipt of mail or communications to teachers.
- B. The Association shall have the right to represent and be present with teachers in all discussions dealing with wages, hours, and terms and conditions of employment.
- C. The District shall provide the Association with two (2) copies of the complete Board of Education meeting agenda in advance of the Board meeting, except for materials that are for executive sessions.
- D. The Association President or his/her designee shall be provided two (2) days of Association leave for the purpose of conducting Association business at no loss of salary or other benefits and without effect on personal leave or other leaves of absence.
- E. The Administration has the right to appoint a teacher representative, or alternate, on all committees which consider wages, fringe benefits, terms of employment and working conditions. The Association shall appoint all other members of said committee. Once such committee meetings have been scheduled, the committee may proceed with its meeting as scheduled without teacher representatives present so long as a quorum of at least sixty percent (60%) of the committee is present.
- F. The Association's designated representative shall be given sufficient time on the end of the agenda at faculty meetings and workshops to present reports and announcements for the Association.

- G. The District agrees to furnish to the Association public information related to the financial and educational operation of the District. Such public information shall, if possible, be furnished within five (5) days of receipt of request from the Association. A copy of all Board minutes shall be provided to the Association automatically, without specific request, within a reasonable time of any Board meeting.
- H. The rights granted herein to the Association shall not be granted or extended to any competing organizations.
- I. The Association may use the school facilities and equipment at no charge.
- J. The Association Representative has the right to contact bargaining unit members during the school day as long as it does not interfere with class time with students.
- K. The Association President will be notified of any changes in Board Policy that affects teachers and will be given a copy of an updated Board Policy Book.
- L. Building Councils
 - 1. Building Councils shall be formed in the elementary and secondary sections. The Council shall consist of bargaining unit members from within the section and the Principal. Chairmanship will be limited to a member of the bargaining unit selected by the teachers.
 - 2. The purpose of the Council will be to provide a vehicle for communication between teachers from within the building and the Principal of the building. The Building Council shall meet with the building Principal at the request of either Principal or Council to discuss matters of concern to either or both parties. Minutes of these meetings will be sent to the Association President and the Superintendent.
- M. Labor Management Meetings

The Superintendent shall be available to meet once a month with the Association President or his/her designee and building representatives or their designee at the request of either party to discuss matters of concern to either or both parties.

ARTICLE XIII -- SALARY AND FRINGE BENEFITS

A. Salary Provisions

- I. The BA-0 base salary shall be:
 - 2013-2014 School Year – \$31,423
 - 2014-2015 School Year – \$31,737
 - 2015-2016 School Year – \$32,054
2. The salary index shall be as indicated in Appendix C. All step freezes that occurred during the 2012-2013 school year shall not be made up or restored in the future.
3. See Appendix D for the Salary Schedule.
4. Direct deposit of pay shall be mandatory for all members of the bargaining unit at the bank of the member's choice.
5. All pay stubs will be sent electronically to the bargaining unit member's school e-mail account.

B. Mileage

Upon prior approval of the Administration and/or Board, employees shall be reimbursed at the Board approved mileage rate for travel.

C. Experience Credit

Effective July 1, 2012, the Board may grant earned/actual experience credit at ten (10) years.

D. Supplemental Contracts

1. Extra duty assignments will be covered by supplemental contracts. Those extra duty assignments covered by supplemental contracts will be paid in accordance with the supplemental contract salary schedule in Appendix F for the duration of this Agreement. All supplemental contracts will be treated as limited contracts and limited to one (1) year. If the Superintendent intends to recommend the same bargaining unit individual for re-employment for the same duty, the position need not be posted. However, if the employee does not wish a renewal of this contract, they shall notify the Board by April 1.
2. No supplemental contract shall be required or contingent upon any teaching assignment or teaching contract.

3. Before the Board implements a salary for a new supplemental position or for a supplemental position which is a combination of former positions, it will negotiate in good faith with the Association with respect to the salary for the position.
4. Supplemental contracts will be paid in a lump sum immediately following the completion of the duty or yearly contracts will be paid in regular pay.
5. Those teachers who have been under supplemental contracts while employed in another district and are awarded a supplemental contract for the equivalent or lesser position in the same sport (i.e., head baseball coach = head baseball coach or head baseball coach = assistant baseball coach) in the Waynesfield-Goshen Local School District shall be credited with the number of years of prior experience in the other school district on the supplemental salary schedule. Whether a supplemental position is equivalent or lesser to a supplemental position held in a previous school district shall be decided by the Superintendent, whose decision shall be final. This provision shall only apply to those teachers who are new to the District and employed by the Board under regular contracts after July 1, 1993. This provision shall not apply to those teachers who were employed by the Board prior to July 1, 1993.
6. In the event a supplemental head coaching position is not filled by a bargaining unit member:
 - (1) The selected employee for the position shall remain in the position until the employee resigns, retires, is non-renewed or terminated by the Board; at which time a bargaining unit member will again have the opportunity to fill the position.
 - (2) If a qualified bargaining unit member expresses an interest in a head coaching position at Spring posting, interviews will be conducted by the appropriate administrators and the best candidate for the job will be recommended for the position.
 - (3) This provision supersedes O.R.C. §3313.53.
7. Hourly Rate for Service on a Leadership Team

All staff serving on the Building Leadership Team (BLT) or District Leadership Team (DLT) will be paid eighteen (18) dollars per hour for meetings outside of the school day. All Leadership Team members will sign-in on a single time sheet that will be processed and paid in the next payroll period.

E. Severance Pay

The Board will pay severance pay on the following basis:

1. The employee must become eligible for retirement, file all retirement papers, and be accepted for retirement by the appropriate employee retirement system.
2. The number of days allowed for severance pay shall not exceed forty-eight (48) days.
3. Any employee not having the maximum accrued sick leave for computation purposes will have severance pay based upon twenty-five percent (25%) of unused sick leave up to the maximum amount prescribed in Item "2" above.
4. The per diem rate will be the employee's annual salary divided by the number of workdays in that employee's work calendar.
5. Severance pay will be paid only once to an employee. Upon accepting severance pay, the employee cancels all remaining unused sick leave.

F. STRS Tax Deferred Pick-up

1. The Treasurer of the District shall contribute to the State Teacher's Retirement System (STRS), in addition to the Board's required employer contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.
2. The total annual salary for each employee shall be the salary otherwise payable under his/her contract. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
3. The Board's total combined expenditures for an employee's total annual salaries otherwise payable under his/her contract (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

4. The Board shall compute and remit its employer contribution to STRS based upon the total annual salary, including the "pick-up." The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total salary, including the amount of the withholding based upon gross income as reported to the respective tax authorities.
5. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
6. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
7. This provision shall be effective and the "pick-up" shall apply to all payroll payments commencing with the 1985-86 school year.
8. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.
9. Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this Agreement by the Board.

G. Insurances

1. Medical Insurance

The Board will pay eighty-five percent (85%) of the current P.P.O. rates for Family and Single Plans. Bargaining unit members will pay fifteen percent (15%). The Board will pay ninety percent (90%) of the current P.P.O Alternative (Alt) rates for Family and Single Plans. Bargaining unit members will pay ten percent (10%). The new premium increase will take effect the first pay in December 2012 for calendar year 2013. If a bargaining unit employee requests additional insurance coverage, he/she will be responsible for any additional costs.

2. Life Insurance

Regular half-time and full-time employees shall receive life insurance coverage in the amount of Thirty Thousand Dollars (\$30,000.00) (double indemnity), one hundred percent (100%) Board paid.

3. Dental Insurance

The Board will provide a dental insurance plan and pay up to Thirty-Five Dollars (\$35.00) of the cost of such coverage.

4. Vision Care Reimbursement

The Board will pay a total of One Hundred Dollars (\$100.00) per fiscal year per full-time employee (or their family). This payment will be made only upon receipt of a valid paid receipt for services rendered.

5. Plan Provider

The insurance plans offered by the Board of Education will be the plans that are offered by the Mercer-Auglaize Employee Benefit Trust.

H. Classroom Supplies

Each teacher shall be reimbursed up to Fifty Dollars (\$50.00) per school year for the purchase of classroom supplies upon submission of purchase receipts by the end of each school year.

ARTICLE XIV -- TEACHER EVALUATION

A. Ohio Teacher Evaluation System (OTES)

The following evaluation process shall apply to any bargaining unit member subject to the Ohio Teacher Evaluation System (OTES). Teacher Evaluations under this section shall be conducted pursuant to the Standards-Based Teacher Evaluation Policy adopted by the Board in consultation with teachers.

1. Purpose

The purpose of periodic formal evaluation is the improvement of instruction and teacher performance, and to inform the Board on employment decisions (i.e., retention and promotion decisions and for removal of poorly performing teachers as required by O.R.C. §3319.111(F)).

2. Evaluation

a. Each completed evaluation will be based upon fifty percent (50%) Teacher Performance and fifty percent (50%) Student Growth. Each evaluation will result in the assignment of a teacher effectiveness rating.

- b. All teachers shall be evaluated once annually with the exception of teachers who received an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation. Teachers receiving an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation shall be evaluated once every two years, unless the teacher holds a limited or extended limited contract and is required to be evaluated in the year the teacher is under consideration for renewal/nonrenewal as provided below.
- c. All evaluations shall include formal observations and classroom walkthroughs as described below.
- d. Evaluations will be conducted and completed by May 1 and each teacher shall receive a written report of the results of his/her evaluation by May 10.
- e. Any time limits included in the OTES not required by law may be extended by mutual agreement.

3. Teachers

The Ohio Teacher Evaluation System (OTES) shall apply to all bargaining unit members who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- a. A license issued under O.R.C. §§3319.22, 3319.26, 3319.222 or 3319.226; or
- b. A permanent certificate issued under O.R.C. §3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under O.R.C. §3319.222 as it existed prior to September, 2006; or
- d. A permit issued under O.R.C. §3319.301.

4. Evaluators

- a. Each teacher will be evaluated by a credentialed evaluator (i.e. has completed State-sponsored evaluation training, has passed the online credentialing assessment, and holds a credential established by the Ohio Department of Education for teacher evaluation).
- b. Every effort will be made to ensure that a teacher’s evaluator will be the teacher’s immediate supervisor, who is a full-time employee, employed by the Board on an administrative contract. In the event a teacher performs work under the supervision of more than one supervisor, the supervisor where the staff member spends a majority of the school day shall be designated as the evaluating supervisor.

- c. In the event that the teacher's immediate supervisor is unavailable to conduct the evaluation, the Board will utilize credentialed evaluators from the Auglaize County Educational Service Center.

5. Evaluation Instrument

The Evaluation Instrument shall be those forms attached to this Agreement as Appendix H through Appendix J.

6. Orientation

Building principals and/or evaluators shall acquaint the teacher with the evaluation system in effect, procedures for observations, and forms to be used prior to conducting an observation or walkthrough of the teacher.

7. Formal Observation

a. Schedule of Observations

- i. All teachers will be formally observed a minimum of two (2) times per school year. Observations shall occur one (1) each semester, which cannot occur during the first and last week of the semester.
- ii. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to O.R.C. §3319.11, the teacher will be observed a minimum of three (3) three times in any year in which the Board may wish to declare its intention to nonrenew the teacher. At least one (1) observation shall occur during each semester.

- b. Observations shall be at least thirty (30) minutes in duration and occur during a single class period.

- c. Pre-Observation Conference – All observations shall be preceded by a conference between the evaluator and the teacher prior to the observation in order for the teacher to explain plans and objectives for the classroom situation to be observed.

- d. Post-Observation Conference – A post observation conference shall be held no more than ten (10) work days after each formal evaluation. A copy of the written observation report shall be given to the employee at the post-observation conference.

8. Walkthroughs

- a. Evaluators will conduct periodic classroom walkthroughs.
- b. A walkthrough is a formative written assessment piece that shall be no more than thirty (30) consecutive minutes in duration.
- c. Data gathered during walkthroughs shall not constitute a majority of the Teacher Performance portion of the evaluation.
- d. Data gathered during a walkthrough will be placed on the designated "Informal Observation" form, Appendix I. The completed form will be issued to the teacher no later than ten (10) days after the walkthrough.

9. Finalization of Evaluation

All information and data relating to Teacher Performance will be provided in the Teacher Performance Evaluation Rubric form, Appendix H.

The teacher's final summative rating will be assigned on the Final Summative Rating form, Appendix J. The form will include the cumulative teacher performance rating assigned by the evaluator and student growth data rating.

The Final Summative Rating form shall be signed by the teacher to acknowledge receipt thereof and that the evaluation will be placed on file. The teacher's signature on the Final Summative Rating form shall not be construed as evidence that the teacher agrees with the evaluation.

Copies of the completed Teacher Performance Evaluation Rubric and Summative Evaluation Forms shall be distributed to the evaluator and to the teacher. The original of all evaluation forms shall be included in the teacher's personnel file.

10. Disagreement

- a. The teacher shall have the right to make a written response to the evaluation and have a copy of the response attached to the evaluation report to be placed in the teacher's personnel file and recorded into the eTPES System. The teacher's written response shall be provided on the Teacher Response Form, Appendix K.
- b. The teacher may submit any supplemental evidence which will be recorded into the eTPES System.
- c. Should a teacher not be evaluated by a credentialed evaluator under the above-mentioned guidelines, the teacher may notify the Superintendent.

11. Professional Growth Plans and Improvement Plans

- a. Professional Growth Plans and Improvement Plans will be developed for teachers as follows:
 - i. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose.
 - ii. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on the credentialed evaluator for the next evaluation cycle.
 - iii. Teachers with below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan.
- b. Professional growth and improvement plans shall describe specific performance expectations, goals, objectives and timelines. The plans may also describe any assistance or resources which will be provided to the teacher. Professional growth and improvement plans shall be completed by the last day of the school year.
- c. While the evaluator and administration may assist the teacher in drafting and completing a professional growth or improvement plan, the primary burden for teacher professional growth or improvement rests with the teacher.

12. Representation

The teacher and/or evaluator may take one (1) representative to any and all conferences in this procedure. The teacher representative may be from the Association and the teacher shall give at least forty-eight (48) hours notice if a representative will be present at a conference.

13. Evaluation Committee

An Evaluation Committee will meet annually in May to make recommendations to the Evaluation process based on information reported to the Committee by teachers and evaluators. The Evaluation Committee will be comprised of one school board member, two administrators and three teachers appointed by the Waynesfield Goshen Education Association. The committee shall be advisory only.

14. Student Learning Objectives (SLO) Committee

Three (3) SLO Committees will be formed:

- a. Elementary SLO Committee;
- b. Middle School/High School Committee; and
- c. Fine Arts SLO Committee.

Each SLO Committee will be comprised of two principals and two teacher representatives. The principals and representatives from the WGEA have developed initial guidelines. Each SLO Committee, based upon the initial guidelines, will draft guidelines for the development and approval of SLOs. All decisions of each SLO Committee will be reached by consensus.

15. Nothing in this Section shall be deemed to prevent or limit the Board's rights to nonrenew under O.R.C. §3319.11, terminate under O.R.C. §§3319.16 and 3319.161, or suspend a teaching contract as provided by law and/or the remaining terms of this Agreement.

B. Teacher Evaluation Process (Non-OTES Evaluation Process)

The following Evaluation Process shall apply to any bargaining unit member not subject to the Ohio Teacher Evaluation System.

1. The purpose of periodic formal evaluation is the improvement of instruction and the teacher's performance.
2. Building Principals shall acquaint teachers in their respective building with the evaluation system in effect, procedures for observations, and forms to be used.
3. The Evaluator shall be responsible for observing and evaluating the teachers assigned to them with respect to minimum evaluation requirements.
4. During the first year of employment with the District, and teachers whose contracts are up for renewal will be observed a minimum of three (3) times. At least two (2) of the observations will occur during the first semester. At least one (1) observation will occur during the second semester but prior to May 1. A summative evaluation will be completed on or before May 10.
5. All other limited contract teachers will be observed a minimum of two (2) times per year. The observations shall be done one (1) each semester, and one (1) summative evaluation will be in writing by May 10. After two (2) observations and a written evaluation, a post conference will be held with the teacher and immediate supervisor .

6. Continuing contract teachers will be observed a minimum of once every two (2) school years.
7. All classroom observations shall be at least thirty (30) minutes in duration in the same class period. The observer shall complete the Teachers Classroom Observations Form (See Appendix G) for each observation performed. The immediate supervisor will notify the teacher of the first classroom observation for evaluation purposes at least one (1) day in advance. Additional observations may be unannounced.
8. All observations and other documented items will be consolidated into the annual Summative Evaluation Form. (See Appendix H) A copy of any such referenced documents shall be given to the teacher. A teacher's signature on an evaluation form does not mean the teacher agrees with the evaluation.
9. Should a teacher disagree with an Observation or the Summative Evaluation Form, the teacher may file a written response which shall be attached to the appropriate form.
10. Copies of all completed Observation and Summative Evaluation Forms shall be distributed to the evaluator and to the teacher. The original of all evaluation forms shall be included in the teacher's personnel file.
11. All observations and evaluations will be written on the negotiated forms that are part of this Contract.
12. The teacher and administrator may take one (1) representative to any and all conferences in this procedure. The representative shall be from the Association and the teacher shall give at least forty-eight (48) hours notice if a representative will be present at the conference.
13. Time limits may be extended by written mutual agreement.
14. If any category on the Teacher Summative Evaluation Form is marked unsatisfactory (U), the evaluator shall inform the teacher on the evaluation form, or attachments thereto, of the reasons for the unsatisfactory rating.
15. When a problem is identified, an administrator will assist the teacher to set up written goals and objectives for improvement in the problem area(s). The primary burden for teacher improvement rests with the teacher.
16. All evaluations for teachers whose contracts are to be considered by the Board during the school year shall be completed on or before May 1 of that year.
17. It is the intention of the parties that this procedure supersedes Ohio Revised Code or Ohio Administrative Code including, but not limited to, O.R.C. §§3319.11 and 3319.111.

18. Copies of evaluations and/or conference summaries will be provided to the teacher the day of the conference or by the end of the following teacher workday.
19. Should a teacher not be evaluated by an administrator/supervisor under the above-mentioned guidelines, the teacher may notify the Superintendent.

ARTICLE XV -- DEFINITIONS

- A. "Association" means the Waynesfield-Goshen Education Association and its affiliated organizations (OEA/NEA/WOEA) which is the exclusive bargaining agent for the bargaining unit.
- B. "Board" means the Board of Education of the School District of Waynesfield-Goshen, that is a party to this Agreement.
- C. "Days" mean calendar days except when otherwise indicated in this Agreement.
- D. "District" means the employer known as the School District of Waynesfield-Goshen.
- E. "Employee" means a person who is a member of the bargaining unit as defined in Article I of this Agreement.
- F. "Employer" means the same as "District."
- G. "Immediate Supervisor" means the supervisor to whom the employee (teacher) directly reports.
- H. "NEA" means the National Education Association.
- I. "WGEA" means the Waynesfield-Goshen Education Association.
- J. "OEA" means the Ohio Education Association.
- K. "Teacher" means the same as Employee, i.e., a member of the bargaining unit.
- L. "WOEA" means the Western Ohio Education Association.
- M. "Extended Contract" means the extended time worked before and after the regular contract year.
- N. "Full-Time Employee" is a bargaining unit member that works a full workday exclusive of lunch.
- O. "Part-Time Employee" is a bargaining unit member that works less than a full workday and the salary is paid on a pro ratio percentage (based upon the part-time employee's workday).

- P. "Evaluator" – Evaluation of an employee shall be conducted by the employee's immediate supervisor or as designated by a Peer Assistance Review (PAR) program as negotiated. In the event an employee performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. With the exception of a PAR program, the evaluator shall not be a bargaining unit member. The supervisor must be employed under a contract pursuant to O.R.C. §§ 3319.01 or 3319.02 and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of O.R.C. §3319.22 or pursuant to O.R.C. §3319.111 (A).

ARTICLE XVI -- DUES DEDUCTION

- A. The Board will continue payroll deductions of Education Association dues for the amount set by the Association in two installments per month either in a ten (10) or twenty (20) pay deductions as opted by the employee, starting with the first pay in October (the Treasurer must be notified two (2) weeks prior to this date).
- B. The rights granted herein to the Association shall not be granted or extended to any competing organization.
- C. The Association shall not be assessed any fees for the processing of payroll deductions of Association dues.

ARTICLE XVII -- CLASS SIZE

The Board agrees to maintain class size in accordance with the Minimum Standards of the Ohio Department of Education. The Board has the right to request waivers.

ARTICLE XVIII -- LONG TERM SUBSTITUTES

- A. Persons employed as long term substitutes shall be granted contracts for the length of service as needed and as determined by the Board.
- B. Any teacher who has worked as a long term substitute and who is re-employed as a regular teacher by the Board shall have all contractual rights of regular teachers.
- C. Long term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment, and said long term substitute contracts shall automatically expire at the conclusion of the contract without further action by the Board (i.e., nonrenewal is not required to extinguish the contract rights of long term substitutes).
- D. The provisions of this Agreement regarding evaluation and renewal of teacher contracts shall not apply to long term substitutes.

- E. Long term substitutes shall not have displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.

ARTICLE XIX – RESIDENT EDUCATOR PROGRAM

The WGEA and the Board agree to establish a Resident Educator program for entry-level teachers and any teacher on a one (1) year contract.

ARTICLE XX — LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The LPDC will be implemented through the Auglaize County Educational Service Center.

All certificated employees will work in conjunction with the Auglaize County Local Professional Development Committee to customize a professional growth plan/portfolio to fit their specific needs/goals and the needs/goals of the School District and specific assignment. Waynesfield-Goshen staff members serving on a local professional development committee will be compensated twenty-five (25) dollars per meeting with a maximum of six (6) meetings per year.

Attendance at any mandatory LPDC meeting will not be counted against any of the member's other leaves.

ARTICLE XXI — CONTINUING EDUCATION ASSISTANCE

The Board will reimburse each teacher for graduate or undergraduate courses directly relating to the teacher's certification and his/her Waynesfield-Goshen teaching assignment as follows: total cost per credit hour with a ceiling of \$5,000 per year for the entire bargaining unit. Following completion of the course with a grade of B or better, the teacher will receive reimbursement by submitting a copy of the transcript and proof of payment to the Association and forwarded to the District Treasurer. Payment will be made on the final pay period in June of the applicable year. Only teachers currently employed by the District and on full pay status are eligible.

ARTICLE XXII – EMPLOYMENT OF RETIRED TEACHERS

- A. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

- B. A Retiree shall be paid at the five-year salary step level of the appropriate training column, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based on additional years of service. This section shall expressly supercede Chapter 3317 of the Ohio Revised Code. A Retiree may be hired on a part-time basis, in which case salary shall be pro-rated based upon a full workday of seven hours, thirty minutes.
- C. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111. Article VI of the Negotiated Agreement and O.R.C. §3313.53 are waived with respect to Retiree eligibility for supplemental contracts, which shall only be offered to a Retiree at the Superintendent's discretion.
- D. A Retiree shall accumulate and may use sick leave in accordance with Article III of the Negotiated Agreement, but shall not be entitled to severance pay under Article XIII of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
- E. A Retiree is entitled to participate in insurances provided to bargaining unit members under Article XIII of the Negotiated Agreement only by paying the full cost of such insurances.
- F. A Retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article VII of the Negotiated Agreement, or under O.R.C. §3319.17.
- G. The Board and the Association expressly intend that this Article supercede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay, and regardless of whether such terms or provisions are specifically cited herein.
- H. The provisions of Article XIX of the Negotiated Agreement (Resident Educator Program) shall not apply to a Retiree. This Article shall not apply to a Retiree who is already employed by the Board under a teaching contract as of June 10, 2002.

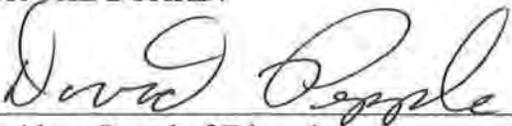
ARTICLE XXIII -- DURATION AND INTENT OF AGREEMENT

- A. This Agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period except as required by Chapter 4117 of the Ohio Revised Code.
- B. The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules, and regulations as it deems appropriate in accordance with those laws.
- C. Any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.
- D. This Agreement shall be in effect from July 1, 2013, through June 30, 2016.

ARTICLE XXIV -- SIGNATURES

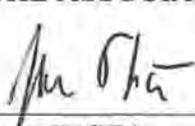
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on this _____ day of _____, 2013.

FOR THE BOARD:

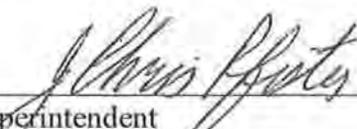


President, Board of Education

FOR THE ASSOCIATION:



President, WGEA



Superintendent



Treasurer

**WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
TEACHER GRIEVANCE FORM**

Grievant's Name: _____

Grievant's Building Assignment: _____

Date Grievance Occurred: _____

Date of Formal Filing: _____

Level Grievance Initiated: _____

Statement of Grievance:

Remedy Sought:

Signature of Grievant: _____

Date of Signature: _____

A copy of the decision at each level of the grievance procedure must be sent to the Association President at the same time the decision is sent to the grievant.

WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
TRANSFER REQUEST FORM

Name _____

Date _____

Present Position

Request Transfer to _____

My areas of certification are _____

I have _____ years of experience at Waynesfield-Goshen Schools.

Signature

**WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
CERTIFIED EMPLOYEE SALARY INDEX**

According to Article XIII – Salary and Fringe Benefits – Section A(2), the salary index shall be as indicated in Appendix C.

<u>Experience Step</u>	<u>Bachelors</u>	<u>BA + 15 (Sem. Hrs.)</u>	<u>Masters</u>	<u>Masters + 15 (Sem. Hrs.)</u>
0	1.000	1.038	1.095	1.095
1	1.038	1.081	1.143	1.143
2	1.076	1.124	1.191	1.191
3	1.114	1.167	1.239	1.239
4	1.152	1.210	1.287	1.287
5	1.190	1.253	1.335	1.335
6	1.228	1.296	1.383	1.383
7	1.266	1.339	1.431	1.431
8	1.304	1.382	1.479	1.479 +500
9	1.342	1.425	1.527	1.527 +500
10	1.380	1.468	1.575	1.575 +500
11	1.418	1.511	1.623	1.623 +500
12	1.456	1.554	1.671	1.671 +500
15	1.456 +500	1.554 +500	1.671 +500	1.671 +1000
17	1.494 +500	1.597 +500	1.719 +500	1.719 +1000

Appendix C (Cont'd)

<u>Experience Step</u>	<u>Bachelors</u>	<u>BA + 15</u> <u>(Sem. Hrs.)</u>	<u>Masters</u>	<u>Masters + 15</u> <u>(Sem. Hrs.)</u>
20	1.494 +1000	1.597 +1000	1.719 +1000	1.719 +1500
23	1.494 +1500	1.597 +1500	1.719 +1500	1.719 +2000
25	1.494 +2000	1.597 +2000	1.719 +2000	1.719 +2500
28	1.494 +2500	1.597 +2500	1.719 +2500	1.719 +3000

**WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
2013-2014 CERTIFICATED EMPLOYEE SALARY SCHEDULE**

<u>Years Exp.</u>	<u>Bachelor Index</u>	<u>Bachelor Salary</u>	<u>Bachelor +15 Sem. Hrs.</u>	<u>Bachelor +15 Salary</u>	<u>Masters Index</u>	<u>Masters</u>	<u>Masters +15 Sem. Hrs.</u>	<u>Masters +15 Salary</u>
0	1.000	31,423	1.038	32,617	1.095	34,408	1.095	34,408
1	1.038	32,617	1.081	33,968	1.143	35,917	1.143	35,917
2	1.076	33,811	1.124	35,320	1.191	37,425	1.191	37,425
3	1.114	35,005	1.167	36,671	1.239	38,933	1.239	38,933
4	1.152	36,199	1.210	38,022	1.287	40,442	1.287	40,442
5	1.190	37,394	1.253	39,373	1.335	41,950	1.335	41,950
6	1.228	38,588	1.296	40,724	1.383	43,458	1.383	43,458

Appendix D-1 (Cont'd)

<u>Years Exp.</u>	<u>Bachelor Index</u>	<u>Bachelor Salary</u>	<u>Bachelor +15 Sem. Hrs.</u>	<u>Bachelor +15 Salary</u>	<u>Masters Index</u>	<u>Masters</u>	<u>Masters +15 Sem. Hrs.</u>	<u>Masters +15 Salary</u>
7	1.266	39,782	1.339	42,076	1.431	44,966	1.431	44,966
8	1.304	40,976	1.382	43,427	1.479	46,475	1.479 +\$500	46,975
9	1.342	42,170	1.425	44,778	1.527	47,983	1.527 +\$500	48,483
10	1.380	43,364	1.468	46,129	1.575	49,491	1.575 +\$500	49,991
11	1.418	44,558	1.511	47,480	1.623	51,000	1.623 +\$500	51,500
12	1.456	45,752	1.554	48,832	1.671	52,508	1.671 +\$500	53,008
15	1.456 +\$500	46,252	1.554 +\$500	49,332	1.671 +\$500	53,008	1.671 +\$1000	53,508

Appendix D-1 (Cont'd)

<u>Years Exp.</u>	<u>Bachelor Index</u>	<u>Bachelor Salary</u>	<u>Bachelor +15 Sem. Hrs.</u>	<u>Bachelor +15 Salary</u>	<u>Masters Index</u>	<u>Masters</u>	<u>Masters +15 Sem. Hrs.</u>	<u>Masters +15 Salary</u>
17	1.494 +\$500	47,446	1.597 +\$500	50,683	1.719 +\$500	54,516	1.719 +\$1000	55,016
20	1.494 +\$1000	47,946	1.597 +\$1000	51,183	1.719 +\$1000	55,016	1.719 +\$1500	55,516
23	1.494 +\$1500	48,446	1.597 +\$1500	51,683	1.719 +\$1500	55,516	1.719 +\$2000	56,016
25	1.494 +\$2000	48,946	1.597 +\$2000	52,183	1.719 +\$2000	56,016	1.719 +\$2500	56,516
28	1.494 +\$2500	49,446	1.597 +\$2500	52,683	1.719 +\$2500	56,516	1.719 +\$3000	57,016

**WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
2014-2015 CERTIFICATED EMPLOYEE SALARY SCHEDULE**

Years Exp.	Bachelor Index	Bachelor Salary	Bachelor +15 Sem. Hrs.	Bachelor +15 Salary	Masters Index	Masters	Masters +15 Sem. Hrs.	Masters +15 Salary
0	1.000	31,737	1.038	32,943	1.095	34,752	1.095	34,752
1	1.038	32,943	1.081	34,308	1.143	36,276	1.143	36,276
2	1.076	34,149	1.124	35,673	1.191	37,799	1.191	37,799
3	1.114	35,355	1.167	37,037	1.239	39,322	1.239	39,322
4	1.152	36,561	1.210	38,402	1.287	40,846	1.287	40,846
5	1.190	37,767	1.253	39,767	1.335	42,369	1.335	42,369
6	1.228	38,973	1.296	41,131	1.383	43,893	1.383	43,893

Appendix D-2 (Cont'd)

<u>Years Exp.</u>	<u>Bachelor Index</u>	<u>Bachelor Salary</u>	<u>Bachelor +15 Sem. Hrs.</u>	<u>Bachelor +15 Salary</u>	<u>Masters Index</u>	<u>Masters</u>	<u>Masters +15 Sem. Hrs.</u>	<u>Masters +15 Salary</u>
7	1.266	40,179	1.339	42,496	1.431	45,416	1.431	45,416
8	1.304	41,385	1.382	43,861	1.479	46,939	1.479 +\$500	47,439
9	1.342	42,591	1.425	45,226	1.527	48,463	1.527 +\$500	48,963
10	1.380	43,797	1.468	46,590	1.575	49,986	1.575 +\$500	50,486
11	1.418	45,003	1.511	47,955	1.623	51,510	1.623 +\$500	52,010
12	1.456	46,209	1.554	49,320	1.671	53,033	1.671 +\$500	53,533
15	1.456 +\$500	46,709	1.554 +\$500	49,820	1.671 +\$500	53,533	1.671 +\$1000	54,033

Appendix D-2

<u>Years Exp.</u>	<u>Bachelor Index</u>	<u>Bachelor Salary</u>	<u>Bachelor +15 Sem. Hrs.</u>	<u>Bachelor +15 Salary</u>	<u>Masters Index</u>	<u>Masters</u>	<u>Masters +15 Sem. Hrs.</u>	<u>Masters +15 Salary</u>
17	1.494 +\$500	47,915	1.597 +\$500	51,184	1.719 +\$500	55,056	1.719 +\$1000	55,556
20	1.494 +\$1000	48,415	1.597 +\$1000	51,684	1.719 +\$1000	55,556	1.719 +\$1500	56,056
23	1.494 +\$1500	48,915	1.597 +\$1500	52,184	1.719 +\$1500	56,056	1.719 +\$2000	56,556
25	1.494 +\$2000	49,415	1.597 +\$2000	52,684	1.719 +\$2000	56,556	1.719 +\$2500	57,056
28	1.494 +\$2500	49,915	1.597 +\$2500	53,184	1.719 +\$2500	57,056	1.719 +\$3000	57,556

**WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
2015-2016 CERTIFICATED EMPLOYEE SALARY SCHEDULE**

<u>Years Exp.</u>	<u>Bachelor Index</u>	<u>Bachelor Salary</u>	<u>Bachelor +15 Sem. Hrs.</u>	<u>Bachelor +15 Salary</u>	<u>Masters Index</u>	<u>Masters</u>	<u>Masters +15 Sem. Hrs.</u>	<u>Masters +15 Salary</u>
0	1.000	32,054	1.038	33,272	1.095	35,100	1.095	35,100
1	1.038	33,272	1.081	34,651	1.143	36,638	1.143	36,638
2	1.076	34,491	1.124	36,029	1.191	38,177	1.191	38,177
3	1.114	35,709	1.167	37,407	1.239	39,715	1.239	39,715
4	1.152	36,927	1.210	38,786	1.287	41,254	1.287	41,254
5	1.190	38,145	1.253	40,164	1.335	42,793	1.335	42,793
6	1.228	39,363	1.296	41,542	1.383	44,331	1.383	44,331

Appendix D-3 (Cont'd)

<u>Years Exp.</u>	<u>Bachelor Index</u>	<u>Bachelor Salary</u>	<u>Bachelor +15 Sem. Hrs.</u>	<u>Bachelor +15 Salary</u>	<u>Masters Index</u>	<u>Masters</u>	<u>Masters +15 Sem. Hrs.</u>	<u>Masters +15 Salary</u>
7	1.266	40,581	1.339	42,921	1.431	45,870	1.431	45,870
8	1.304	41,799	1.382	44,299	1.479	47,408	1.479 +\$500	47,908
9	1.342	43,017	1.425	45,677	1.527	48,947	1.527 +\$500	49,447
10	1.380	44,235	1.468	47,056	1.575	50,486	1.575 +\$500	50,986
11	1.418	45,453	1.511	48,434	1.623	52,024	1.623 +\$500	52,524
12	1.456	46,671	1.554	49,812	1.671	53,563	1.671 +\$500	54,063
15	1.456 +\$500	47,171	1.554 +\$500	50,312	1.671 +\$500	54,063	1.671 +\$1000	54,563

Appendix D-3 (Cont'd)

<u>Years Exp.</u>	<u>Bachelor Index</u>	<u>Bachelor Salary</u>	<u>Bachelor +15 Sem. Hrs.</u>	<u>Bachelor +15 Salary</u>	<u>Masters Index</u>	<u>Masters</u>	<u>Masters +15 Sem. Hrs.</u>	<u>Masters +15 Salary</u>
17	1.494 +\$500	48,389	1.597 +\$500	51,691	1.719 +\$500	55,601	1.719 +\$1000	56,101
20	1.494 +\$1000	48,889	1.597 +\$1000	52,191	1.719 +\$1000	56,101	1.719 +\$1500	56,601
23	1.494 +\$1500	49,389	1.597 +\$1500	52,691	1.719 +\$1500	56,601	1.719 +\$2000	57,101
25	1.494 +\$2000	49,889	1.597 +\$2000	53,191	1.719 +\$2000	57,101	1.719 +\$2500	57,601
28	1.494 +\$2500	50,389	1.597 +\$2500	53,691	1.719 +\$2500	57,601	1.719 +\$3000	58,101

**WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE**

Position	Percentage of Base Salary at:			
	<u>0-2 Yrs. Exp.</u>	<u>Amount</u>	<u>3+ Yrs. Exp.</u>	<u>Amount</u>
FALL				
Weightlifting (minimum 120 hrs. per yr.)	4%	\$1244.48	4½%	\$1400.04
Cross Country (minimum players – 5)	4%	\$1244.48	4½%	\$1400.04
Golf (Boys) (minimum players – 5)	4%	\$1244.48	4½%	\$1400.04
Golf (Girls) (minimum players – 5)	4%	\$1244.48	4½%	\$1400.04
Head Football	12%	\$3733.44	12½%	\$3889.00
Assistant Football (minimum players – 15)	6%	\$1866.72	6½%	\$2022.28
Assistant Football – JV (minimum – 4 games)	6%	\$1866.72	6½%	\$2022.28
Jr. High Football	5%	\$1555.60	5½%	\$1711.16
Assistant Jr. High Football (minimum players – 13)	4%	\$1244.48	4½%	\$1400.04
Head Volleyball	8%	\$2488.96	8½%	\$2644.52
JV Assistant Volleyball (minimum players – 14)	4½%	\$1400.04	5%	\$1555.60
Jr. High Volleyball	4½%	\$1400.04	5%	\$1555.60
Jr. High Assistant Volleyball (minimum players – 14)	3½%	\$1088.92	4%	\$1244.48
HS Football Cheerleading	2½%	\$ 777.80	3%	\$ 933.36
JH Football Cheerleading	1½%	\$ 466.68	2%	\$ 622.24
WINTER				
Boys Head Basketball	12%	\$3733.44	12½%	\$3889.00
Boys Assistant Basketball (minimum players – 15)	6%	\$1866.72	6½%	\$2022.28
Boys Freshman Basketball (minimum – 10 games)	6%	\$1866.72	6½%	\$2022.28
Girls Head Basketball	12%	\$3733.44	12½%	\$3889.00
Girls Assistant Basketball (minimum players – 15)	6%	\$1866.72	6½%	\$2022.28

Appendix E (Cont'd)

<u>Position</u>	Percentage of Base Salary at:			
	<u>0-2 Yrs. Exp.</u>	<u>Amount</u>	<u>3+ Yrs. Exp.</u>	<u>Amount</u>
Girls Freshman Basketball (minimum – 10 games)	6%	\$1866.72	6½%	\$2022.28
Head Jr. High Basketball	5½%	\$1711.16	6%	\$1866.72
Assistant Jr. High Basketball	4½%	\$1400.04	5%	\$1555.60
HS Basketball Cheerleading	3½%	\$1088.92	4%	\$1244.48
JH Basketball Cheerleading	2%	\$ 622.24	2½%	\$ 777.80
SPRING				
Head Baseball	7½%	\$2333.40	8%	\$2488.96
Assistant Baseball (minimum players – 12)	4%	\$1244.48	4½%	\$1400.04
Head Softball	7½%	\$2333.40	8%	\$2488.96
Assistant Softball (minimum players – 12)	4%	\$1244.48	4½%	\$1400.04
Boys Head Track	8½%	\$2644.52	9%	\$2800.08
Girls Head Track	8½%	\$2644.52	9%	\$2800.08
Assistant Track (minimum players – 24)	5%	\$1555.60	5½%	\$1711.16
Jr. High Track	5%	\$1555.60	5½%	\$1711.16
Assistant Jr. High Track	4%	\$1244.48	4½%	\$1400.04
OTHER SUPPLEMENTALS				
Yearbook Advisor	5%	\$1555.60	5½%	\$1711.16
Senior Class Advisor	1½%	\$ 466.68	2%	\$ 622.24
Junior Class Advisor	3½%	\$1088.92	4%	\$1244.48
Sophomore Class Advisor	1%	\$ 311.12	1½%	\$ 466.68
Freshman Class Advisor	1%	\$ 311.12	1½%	\$ 466.68
Pep Band (minimum of 10 events)	2%	\$ 622.24	2½%	\$ 777.80
Marching Band	6½%	\$2022.28	7%	\$2177.84
Summer Band (3 summer events)	3%	\$ 933.36	3½%	\$1088.92
Drama Director	3%	\$ 933.36	3½%	\$1088.92
Musical Director	3%	\$ 933.36	3½%	\$1088.92
Pit Orchestra Director	2%	\$ 622.24	2½%	\$ 777.80
Jazz (Show) Choir Director (3 events)	3%	\$ 933.36	3½%	\$1088.92
Solo/Ensemble-Instrumental	\$15.00 per hr.	20 hr. max.	\$15.00 per hr.	20 hr. max.
Solo/Ensemble-Vocal	\$15.00 per hr.	20 hr. max.	\$15.00 per hr.	20 hr. max.

Appendix E (Cont'd)

<u>Position</u>	Percentage of Base Salary at:		<u>3+ Yrs. Exp.</u>	<u>Amount</u>
	<u>0-2 Yrs. Exp.</u>	<u>Amount</u>		
Student Council	3%	\$ 933.36	3½%	\$1088.92
Science/Art Fair	\$15.00 per hr.	5 hr. max. per event	\$15.00 per hr.	5 hr. max per event
National Honor Society	2%	\$ 622.24	2½%	\$ 777.80
JH National Honor Society	1%	\$ 311.12	1½%	\$ 466.68
Wellness Coordinator	4%	\$1244.48	4½%	\$1400.04
Home/Proficiency Tutor	\$25.00 per hr.	Hours as assigned	\$25.00 per hr.	Hours as assigned
DLT and BLT	\$18.00 per hr.	Meetings attended	\$18.00 per hr.	Meetings attended
SLO Committee	\$18.00 per hr.	Meetings attended	\$18.00 per hr.	Meetings attended
Evaluation Committee	\$18.00 per hr.	Meetings attended	\$18.00 per hr.	Meetings attended

Teacher representatives on SLO Committee, Evaluation Committee, DLT or BLT may receive payment as provided on the Supplemental Salary Schedule or CEUs.

WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
TEACHER OBSERVATION FORM

Administrator _____ Staff Member _____

Grade Level _____ Subject Area Observed _____

Number in Class _____ Date _____ Time _____

Rating Scale: 1 - Unsatisfactory 3 - Acceptable 5 - Not observed
 2 - Needs Improvement 4 - Superior

I. MANAGEMENT OF INSTRUCTIONAL TIME

- _____ has materials, supplies, and equipment for each lesson ready at the start of the lesson or instructional activity.
- _____ gets the class started quickly.
- _____ gets the students on-task quickly at the beginning of each lesson or instructional activity.
- _____ maintains a high level of student time-on-task.
- _____ lesson plans are ready and reflect course of study.

II. MANAGEMENT OF STUDENT BEHAVIOR

- _____ appropriate student behaviors, positively reinforced.
- _____ has established a set of rules and procedures that govern the handling of routine administrative matters.
- _____ has established a set of rules and procedures that govern student verbal participation and talk during different types of activities — whole class instruction, small group instruction, etc.
- _____ has established a set of rules and procedures that govern student movement in the classroom during different types of instructional and non-instructional activities.
- _____ frequently surveys the class visually during whole class, small group, and seatwork activities and during transitions between instructional activities.
- _____ stops inappropriate behavior promptly and consistently.

III. INSTRUCTIONAL PRESENTATION

- _____ provides positive, safe, learning environment.
- _____ assigns tasks and asks questions that are clear and relevant which students handle with a high rate of success.
- _____ begins lesson or instructional activity with a review of previous material.

- _____ introduces the lesson or instructional activity by stating its purpose.
- _____ summarizes the main point(s) of the lesson at the end of the lesson or instructional activity.
- _____ presents lesson using language that is understandable to the students.
- _____ makes sure that assignments are clear.
- _____ provides relevant examples and demonstrations to illustrate concepts, principles and skills which encourage students to extend their thinking.
- _____ speaks fluently and precisely.
- _____ makes transitions between lessons and between instructional activities within lessons efficiently and smoothly.
- _____ conducts lesson at a brisk pace, responding to student questions and comments quickly and slowing presentation only when necessary for student understanding.
- _____ provides for individual differences.

IV. INSTRUCTIONAL MONITORING

- _____ regularly assesses student performance by asking all students for written or oral responses, or other work products.
- _____ moves around the room and checks the performance of students during independent work, not just those who seek assistance or who volunteer to show work.
- _____ maintains reasonable, clearly communicated deadlines and previously established standards for student work.
- _____ prepares records/reports of student work.

V. INSTRUCTIONAL FEEDBACK

- _____ provides student(s) with immediate feedback on the correctness or appropriateness of in-class work.
- _____ affirms a correct oral answer quickly, even tacitly.
- _____ provides student(s) with sustaining feedback after an incorrect answer or no response by probing, repeating the question, giving a clue, or simply allowing more time.

COMMENTS: (Categories noted as unsatisfactory must include recommendations and assistance plan.)

TEACHER COMMENTS: (Staff member has a right to respond)

This certifies that I have seen this evaluation.

Staff Member's Signature

Date

Administrator's Signature

Date

**WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT
TEACHER SUMMATIVE EVALUATION FORM**

Name of Person Evaluated

School Name

School year

Period of Evaluation: from _____ to _____

Date: _____

Primary Assignment: _____

Certification Area: _____

I. TEACHING TECHNIQUES	E	S	N	U
a. Methods				
b. Use of Materials				
c. Voice, Enthusiasm, Movements				

II. TEACHER PLANNING -- ORGANIZATION	E	S	N	U
a. Long Range Planning				
b. Daily Planning				
c. Punctuality				

III. KNOWLEDGE OF SUBJECT AREA	E	S	N	U
a. Preparation				
b. Presentation				

IV. TEACHER-PUPIL RELATIONSHIP	E	S	N	U
a. Classroom Atmosphere				
b. Motivation				

V. RELATIONSHIPS WITH OTHERS	E	S	N	U
a. Teachers, Administrators, other School Employees, and Parents				

Special Contributions: _____

Summary Statement of Performance: (Use additional pages as required.)

Signature of Evaluator

Position

Date

Teacher Comments: (Optional, use additional pages as required.)

Teacher's Signature
(signature does not constitute agreement or disagreement)

Date

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measureable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
		The teacher does not use or only uses one measure of student performance.	The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
Evidence					
<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>	
Evidence					

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p align="center">CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p>
		<p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p>	<p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p>	<p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p>	<p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p>
		<p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p>	<p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p>	<p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p>	<p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p>
		<p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p>	<p>The teacher welcomes communication from families and replies in a timely manner.</p>	<p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p>	<p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p>
	<p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>	

Instruction and Assessment				
	Ineffective	Developing	Skilled	Accomplished
Evidence				

Instruction and Assessment				
	Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p>

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
		The teacher does not provide students with feedback about their learning.	Students receive occasional or limited feedback about their performance from the teacher.	The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.
	Evidence				

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

Informal Observation: General Form

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

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

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

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Photocopy to Teacher

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/ refinement:</i>				
Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/ refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature _____

Date _____

Evaluator Signature _____

Date _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

TEACHER RESPONSE FORM
Ohio Teacher Evaluation System

Teacher Signature

Evaluator Signature

Date

Date

Pepple & Waggoner, Ltd.

ATTORNEYS AT LAW

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Writer's e-mail:
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October 7, 2013

VIA ELECTRONIC MAIL ONLY

Office of the Clerk
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

Re: Waynesfield-Goshen Local School District Board of Education and
Waynesfield-Goshen Education Association
SERB Case No. 2013-MED-04-0612
Our File No. 661-42-13

Gentlemen:

Pursuant to OAC §4117-9-07, please find enclosed the executed Negotiated Agreement for filing in the above-captioned matter.

Thank you for your assistance in this matter.

Very truly yours,



Mark J. Jackson

Enclosure

cc: Mr. J. Chris Pfister, Superintendent (w/enclosure)