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Contract

Between The

West Geauga Board of Education

And The

West Geauga Education Association

Terms of Contract

July 1, 2014

to

June 30, 2017

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ARTICLE I – RECOGNITION

A. RECOGNITION

The West Geauga Board of Education, hereinafter referred to as “Board”, recognizes the West Geauga Education Association, hereinafter referred to as “Association”, as the sole and exclusive teacher representative for all members of the bargaining unit during the length of this Contract.

B. DEFINITION OF THE BARGAINING UNIT

The bargaining unit shall consist of all teachers recognized to be certificated and/or licensed and employed by the Board. “Teacher” shall mean any person professionally employed to work in a regular, consistent assignment which does not require an administrative or supervisory certificate and/or license under Ohio law, excluding school psychologists.

C. CHANGE OF RECOGNITION

A change in recognition for successor Contracts shall be in accordance with Chapter 4117, Ohio Revised Code.

ARTICLE II – NEGOTIATIONS PROCEDURE

A. OPENING NEGOTIATIONS

Negotiations between the Board and the Association for a successor Contract shall begin on or about February 1st of the final year of this Contract. Between January 15th and January 31st of that year, the President of the Association shall contact the Superintendent of Schools to establish a date, place, and time to meet. Such agreement shall be followed by a written request to begin negotiations as per the oral agreement reached by the Association's President and the Superintendent.

B. TEAMS

1. The Board's negotiating team shall consist of a maximum of six (6) members appointed by the Superintendent. The Association's team shall consist of a maximum of six (6) members appointed by the recognized teacher organization.
2. Any team member, including the spokesperson, may be changed at any time, so long as the team size does not exceed the maximum number. No other person may attend these negotiations, except by mutual agreement.

C. SCOPE OF NEGOTIATIONS

The scope of negotiations shall be determined by the Ohio Collective Bargaining Law (O.R.C. 4117).

D. BARGAINING PROCEDURES

1. At the first meeting, a mutual exchange of proposals shall occur. Thereafter, no additional items may be added to the agenda unless mutually agreed upon.
2. During the course of negotiations, items tentatively agreed to shall be reduced to writing, initialed by the spokesperson for each negotiating team, and set aside. No item shall be considered finally accepted until all items have been resolved and acted upon by the Board and the Association.
3. All negotiations shall be held during times mutually agreed upon and shall continue for a period of sixty (60) days or until the parties agree upon a Master Contract, whichever occurs first. After sixty (60) days negotiations shall take place at the call of the mediator. Each after school session shall not exceed three (3) hours unless by mutual

consent, or unless directed otherwise by the mediator per Article II., F. below. The first two days of negotiations shall be held during the school day.

4. Either team may call for a caucus at any time. If either team believes that such caucus would extend beyond thirty (30) minutes, it may request that the negotiations session be recessed until a later time.
5. Either team may declare a recess when it appears that meaningful progress cannot be attained at that time. A recess can begin only after mutual agreement on the time and place for the continuation of the negotiating session, except when a team calls a recess expressly because it reasonably believes the team make-ups are not compatible to productive bargaining. In such a case there is no requirement for the teams to meet throughout the remainder of the first sixty (60) day period. After sixty (60) days, meetings, recesses, and caucuses shall be subject to the mediator's authority.
6. Before the close of each meeting, the date and time of the next necessary meeting shall be established. It is agreed that weekly sessions scheduled in advance are most desirable.
7. Periodic oral or written news releases may be issued during negotiations provided that any such releases shall have prior approval of the participants. However, progress reports may be made to the Board by its team and to the Association by its team at any time. Each team has the responsibility to caution their respective membership relative to breaches of confidentiality of the current negotiations.

E. AGREEMENT

1. When total agreement is reached by the negotiating teams, all initialed tentative language shall be compiled in Contract form. The final copy shall contain all terms of the Contract and the effective date of the Contract.
2. Both teams shall recommend the agreed upon package to their respective constituencies, unless it is indicated in advance that it will not be recommended.
3. The negotiated Contract shall first be submitted to the Association for ratification. When the Association ratifies the Contract, its President shall affix his/her signature. The Association shall give three (3) days notice to the entire bargaining unit before a ratification vote. During the school year, such vote shall be taken in the school buildings under the

supervision of Association representatives. The Association shall notify the Board as to the results of its ratification vote.

4. When the Association has ratified the Contract, the Board, at its next regular or at a special meeting, shall accept or reject the Contract. When the Board ratifies the Contract, its President shall affix his/her signature, and the Contract shall become a legal contract binding on both parties.

F. DISPUTE RESOLUTION PROCEDURES

1. If agreement is not reached within the specified time limits, the parties shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. The parties shall meet at the request of the mediator. The mediator shall only have the authority to assist the parties in reaching an agreement.
2. If the FMCS cannot supply a mediator, the mediator shall be selected through the American Arbitration Association (AAA) pursuant to its rules, unless a mediator agreeable to both parties is available from the State Employee Relations Board.
3. Mediator costs shall be shared equally by the Board and the Association. An expert witness or consultant witness shall be paid for by the party requesting the service.

G. GOOD FAITH

The parties agree to bargain in good faith with the intention of reaching an agreement, or to resolve questions arising under the Contract. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal.

ARTICLE III – GRIEVANCE PROCEDURE

A. DEFINITION OF A GRIEVANCE

A claim by a member of the bargaining unit hereinafter called the “grievant,” or the Association, that there has been a breach of any provision of this Contract that affects the grievant, may be processed as a grievance as hereinafter provided.

B. INFORMAL PROCEDURE

In the event the grievant believes there is a basis for a grievance, he or she shall first discuss the alleged grievance with the immediate supervisor or the lowest level administrator with the authority to resolve the issue. Such grievance must be raised within twenty (20) working days of the occurrence giving rise to the grievance. If, after the informal discussion with his/her immediate supervisor (or another administrative authority as the parties may agree), a grievance still exists, he/she may invoke the formal grievance steps within ten (10) working days. Members of the bargaining unit are encouraged to use the informal procedure. If, however, the grievant wishes to bypass the informal procedure, he or she may initiate the grievance at Step I.

C. STEP I

The grievant must submit on a prescribed form to the grievant’s immediate supervisor or the lowest level administrator with the authority to resolve the issue a completed grievance form (found in Article III, L.). Five (5) working days of the receipt of said form, the immediate supervisor shall meet with the grievant and the grievant’s representative, if requested by the grievant, in an effort to resolve the grievance. The immediate supervisor shall indicate in writing a disposition of the grievance within five (5) working days after such meeting with said grievant.

D. STEP II

Within ten (10) working days after receiving the decision of the immediate supervisor and assuming no satisfaction, or if no decision is rendered within the time limits, the grievance may be continued by submission of the written grievance and responses to the Superintendent five (5) working days of the receipt of said grievance, the Superintendent shall meet with the grievant, and the grievant’s representative, if requested by the grievant, in an effort to resolve the grievance. The Superintendent shall indicate in writing a disposition of the grievance within ten (10) working days after such meeting with said grievant.

E. STEP III

Within ten (10) working days after receiving the decision of the Superintendent and assuming no satisfaction or if no decision is rendered within the time limits, a written notice and the grievance packet (the written grievance and responses) must be submitted to both the Superintendent and the Treasurer to continue the process. The Board, at its next regularly scheduled meeting with at least ten (10) working days notice, or at a time mutually agreed to by the parties, shall meet with the grievant and the grievant's representative, if requested by the grievant, to hear such grievance in private. The disposition by the Board shall be made to the grievant within five (5) working days following the hearing.

F. STEP IV

Within twenty (20) working days after receiving the decision of the Board and assuming no satisfaction or if no decision is rendered within the time limits, a written notice to continue the process must be submitted to the Superintendent. The grievance may then be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within ten (10) working days, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contract. The arbitrator is specifically prohibited from making any decision contrary to law. Except in procedural questions relating to the Contract, the arbitrator in his decision shall not substitute his judgment for that of the administration in carrying out its duties. Both parties agree that the award of the arbitrator shall be binding. The fees and expenses of the arbitrator shall be borne by the losing party as determined by the arbitrator. Any other costs shall be the responsibility of the party incurring those costs.

G. TIME LIMITS

The time limits provided in this article shall be strictly observed and may be extended only by written agreement of the parties. In the event a grievance is filed after May 15th of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

H. DAYS

For purposes of this article "working days" shall mean actual days worked during the school year and weekdays exclusive of holidays during summer recess.

I. ARBITRABILITY

Any disputes as to the arbitrability shall be determined by the arbitrator.

J. SETTLEMENTS

Any settlement reached without the concurrence of the Association will not be binding on the Association nor shall it set a precedent.

K. FORM

The grievance form which is to be used in the processing of all formal grievances as found at Article III, L. herein shall remain in effect during the term of this Contract.

- L.**
(1) Grievant
(2) Administrator
(3) Superintendent

West Geauga Local Schools
Chesterland, Ohio

STEP: I – II – III – IV
(Circle one)

DATE: _____

GRIEVANT _____

SCHOOL _____

STATEMENT OF GRIEVANCE: (List specific contract provisions in which alleged violation occurred.)

BASIS OF GRIEVANCE: (State the activities and actions that are the basis of the grievance and the date(s) that the violation allegedly occurred. Be as specific as possible.)

ACTION REQUESTED:

Signature of Association
Representative

Signature of Grievant

Received by (Signature)

Date

ARTICLE IV – ASSOCIATION RIGHTS AND SECURITY

A. ASSOCIATION RIGHTS

As the sole and exclusive representative of members of the bargaining unit during this Contract, the Association shall have privileges, as below, not provided any other organization alleging representation of members of the bargaining unit, to the extent allowed by law. Nothing in this Article shall restrict the individual rights of teachers.

B. USE OF BUILDINGS, FACILITIES, AND EQUIPMENT

These include the right to use the school buildings and facilities at reasonable times, except that the administration may prohibit such use during the school day. Actual costs, above regular costs, for use of these facilities shall be paid by the Association. The Association shall have the right to use equipment when not in use for other school business. Use of such equipment shall be subject to approval by the principal. The Association shall reimburse the Board for supplies used, and shall assume its share of the financial responsibility for loss or damage to said equipment while in use by the Association. Use of public address systems shall be restricted to making announcements regarding notice of meetings.

C. USE OF MAILBOXES AND BULLETIN BOARDS

These include the right to use in-school mailboxes and the use of a bulletin board located in each building's teacher lounge. Such bulletin board shall be no less than two feet (2') by two feet (2').

D. STAFF DIRECTORY

These include the right to receive a staff directory if and when one is produced, along with such updates as are produced.

E. BOARD AGENDA AND FINANCIAL DOCUMENTS

These include the right of the Association President to receive, in a timely fashion, copies of Board agendas, minutes, and such financial documents as are required by law. The Board will also provide the Association President all documents provided to the Board unless prohibited by law.

F. FAIR SHARE FEE

These include the right to annual and continuing payroll deductions of Association dues, fees, political contributions, and assessments authorized by the individual member of the bargaining unit. Association dues and fees and payroll deductions shall be in the amount certified by the Association no later

than September 30 to the Board Treasurer, except that the amount for the fair share fee shall conform to Article IV, H., herein. These deductions shall commence with the second payday in October and continue each second pay of the month through July. In the event a teacher will cease to have right to salary prior to completing deduction of a given amount within that Contract year, the Board Treasurer shall deduct the amount due from the teacher's last paycheck. Teachers may discontinue membership in the Association between September 1 and September 15 in any year by notifying the Board and Association treasurers in writing. Any teacher making such notification will then become a fair share fee payer according to Article IV, G.

G. NOTIFICATION OF FAIR SHARE FEE

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the time of this Contract. No non-member filing a timely demand shall be required to subsidize partisan or ideological causes not germane to the Association's work in the realm of collective bargaining.

H. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notification of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association, to the Treasurer of the Board on or about December 1 of each year during the term of this Contract for the purposes of determining amounts to be payroll-deducted each month from January through August and the employer agrees to promptly transmit all amounts deducted to the Association.

I. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

Payroll deduction of such fair share fees shall begin at the second payroll in January except that no fair share fee deductions shall be made for bargaining unit members employed after January 1 until their second paycheck. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

J. TRANSMITTAL OF DEDUCTIONS

The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

K. PROCEDURE FOR REBATE

The Association represents to the employer that an internal rebate procedure has been established in accordance with section 4117.09 of the Ohio Revised Code and that procedure for challenging the amount to the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

L. ENTITLEMENT TO REBATE

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the Association.

M. INDEMNIFICATION OF BOARD

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board of any cost or liability incurred as a result of the implementation and enforcement of this provision, including payroll deduction, provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the Board;
3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and (3) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
4. The Board acted in good faith compliance with the fair share fee provision of this agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

N. ASSOCIATION RELEASE TIME

1. The Superintendent shall provide the Association President one (1) period per day for the purpose of conducting Association business.
2. The Association shall be provided seven (7) release days for Association business.

ARTICLE V – ADMINISTRATION-ASSOCIATION COMMITTEE

A. PURPOSE

At such times during the school year that negotiations are not being conducted, a committee may meet to discuss matters of concern to either party. When feasible, concerns should be addressed at the appropriate building or department level prior to being discussed by the above-mentioned committee.

B. MEMBERSHIP

The committee shall be comprised of no more than five (5) representatives for the Board and no more than five (5) representatives for the Association unless mutually agreed to by the parties.

C. AUTHORITY OF COMMITTEE, RULES, AND REPORTS

The committee shall set its ground rules for meetings, but it has no authority other than to meet, confer, and report on its discussions. Such written reports shall be made within two (2) weeks of each meeting to the Board and Association.

D. TRAINING

Training may be requested for the committee by either party and will commence only by mutual consent.

E. RELATIONSHIP TO THE GRIEVANCE PROCESS

The Administration-Association Committee does not replace the grievance process.

ARTICLE VI – GENERAL WORKING CONDITIONS

A. VACANCIES

Definition of Vacancy – A vacancy shall exist when the administration determines that a current position in the bargaining unit is, or shall become vacant and to be refilled, and/or when there is known to be the creation of a new position in the bargaining unit. If a current position is being eliminated, there shall be no vacancy for that position.

B. TRANSFERS

The transfer and vacancy of teachers and vacancy postings shall be the responsibility of the Superintendent.

1. Each teacher may be transferred to any other position for which he or she is qualified and certified and/or licensed. Involuntary transfers shall not be arbitrary, capricious, or discriminatory with preference given to seniority, certification/licensure, and experience in the areas of transfer. The teacher will receive written notification with reasons for the transfer.
 - a. A teacher may be involuntarily transferred if, in the determination of the Superintendent, such transfer is necessary due to a decline in enrollment or a need to adjust educational programming for students.
 - b. In the event that the Superintendent determines no preference among eligible teachers to be involuntarily transferred, the teacher with the least seniority, as defined in Article VI., E., Reduction in Force, will be transferred.
 - c. The teacher and Association President shall be notified of the involuntary transfer prior to any public notice.
2. A member of the bargaining unit may request a transfer, in writing to the Superintendent with a copy to the principal. A request for transfer does not guarantee that such a transfer will be made. All requests for transfer not granted shall be provided a reason(s) for not being granted. All bargaining unit members who request a transfer shall be notified in writing when the position they are requesting is filled.
3. Teachers are encouraged to discuss transfers with the principal, appropriate supervisor, or the Superintendent.

4. Teachers will be notified of all bargaining unit vacancies by the posting of job notices in each building and on the district web page. Notification of all bargaining unit vacancies shall also be communicated to teachers via the district email service within five (5) days of the creation of the vacancy. Deadlines and qualifications for application will be included in the notice. Except under extenuating circumstances, posting shall take place at least ten (10) days prior to filling the vacancy. All timely teacher applications shall be considered. Teachers shall be notified of vacancies that occur during the summer via the district email service and the district web page.
 - a. The ten (10) day internal posting may be waived due to extenuating circumstances upon written agreement of the Association and the Board.
5. Except under extenuating circumstances, involuntary transfers shall be for the following school year and members of the bargaining unit shall be given at least thirty (30) days advance written notice of transfer.

C. ASSIGNMENT

By the last teacher contracted day of each year, the administration shall notify, in writing, each teacher of his/her assignment to a specific area for the ensuing school year.

1. Except under extenuating circumstances, members of the bargaining unit shall be given at least twenty (20) days advance written notice of change of assignment.

D. SENIORITY

Unless otherwise stated, seniority shall be defined throughout this Contract as stated in the Reduction in Force section herein.

E. REDUCTION IN FORCE

If the Board determines that it is necessary to reduce the size of the teaching staff as a result of decreased enrollment, suspension of schools, territorial changes affecting the district, changes in curriculum, changes in use of instructional personnel, financial reasons, or other reasons provided for by statute, reduction will be made in accordance with the Ohio Revised Code, Section 3319.17.

1. General Procedures

- a.** In the event of a necessary reduction in number of certificated and/or licensed staff, the number of persons affected will be kept to a minimum by not employing replacements insofar as practicable for teachers who resign or retire or whose limited contracts are not renewed as a result of incompetent teaching performances, or whose contracts are terminated for cause. Preference for retention shall be given first to teachers with continuing contracts and second to teachers with limited contracts. Seniority within each category of teachers and comparable evaluations shall be followed. Reduction shall proceed as follows:

- b.** The elementary (K-6) and the secondary (7-12) are considered separate departments except in special areas which are music, art, health/physical education, counselors, librarians/media specialists, special education, reading specialists, speech-language pathologists, therapists and nurses.
 - 1.** Limited contract teachers shall be reduced first utilizing the following order:
 - a.** Certification/Licensure within the affected teaching field.
 - b.** Comparable evaluations as defined in this agreement.
 - 2.** When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
 - 3.** Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
 - a.** Certification/Licensure within the affected teaching field.
 - b.** Comparable evaluations as defined in this Agreement.
 - 1.** When evaluations are comparable, seniority in the District shall prevail, with the contract of the least

senior continuing contract teacher in the affected teaching field being the first to be suspended.

4. Comparable Evaluations
 - a. For the 2014-2015 and 2015-2016 school years all teachers are deemed comparable to one another for reduction in force.
5. Beginning with the 2016-2017 school year comparability shall be defined as follows:
 - a. All teachers with a rating of Accomplished and Skilled are comparable to one another.
 - b. All teachers with a rating of Developing are comparable to one another.
 - c. All teachers with a rating of Ineffective are comparable to one another.
6. Bumping procedures shall be used to determine and ensure that the least senior person in the comparable group is reduced. Bumping shall be defined as a teacher with more district seniority taking the position of a teacher with less district seniority. A teacher may bump when s/he otherwise loses his/her position due to a reduction in force. A teacher may only bump into areas in which s/he is certified/licensed. OTES teachers may bump into their comparable category or below or a less senior non-OTES member. Non-OTES teachers may bump the least senior teacher in their area of certification/licensure.

F. SENIORITY LISTS

Posting of the Seniority List – The Board shall prepare and post on the bulletin boards in the faculty lounges, a seniority list indicating the first day worked relating to the most recent continuous service, the level of certification/license, the area(s) of certification/license, and the years of seniority for each employee in October and December of each work year. The President of the Association shall be provided with a copy of the seniority list prior to posting.

1. The names of employees on the seniority list shall appear in seniority rank order within areas of certification/ licensure with the name of the most senior employee appearing at the top of the list and the name of the least senior employee appearing at the bottom of the list.

2. The names of employees who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification/licensure.
 - a. All teachers with continuing contracts shall be placed on a seniority list(s) within their area(s) of certification/licensure.
 - b. Teachers with limited contracts will be placed on the seniority list(s) according to the area(s) in which they are certified/licensed.
3. Seniority shall be determined by the length of continuing service in the district under a contract for professional services. Length of continuing service shall be deemed to begin with the effective date of employment set forth in the earliest contract.
 - a. Required military service shall not be considered an interruption in service.
 - b. Unpaid leaves of absence granted by the Board shall not be counted toward seniority; however, length of continuing service shall continue to accumulate when the teacher returns to service.
 - c. "Contract" as used in Article VI, F., 3., above shall mean only a limited or continuing contract with the Board, not substitute or supplemental contracts.
4. A full year's seniority will be calculated based on one hundred and twenty (120) days or as a decimal fraction of full year's service based on the actual number of days of active duty (including all days of paid leave approved by Board policy) divided by the number of scheduled days of that school year, i.e., a teacher with 120 days of active duty in a 184 day school year would receive 0.652 year of seniority credit.
 - a. For purposes of determining seniority credit for those teachers who are or have been scheduled to work less than a full day, and who have been compensated on an hourly basis, the proration rate for seniority credit shall be calculated as the ratio of hours actually worked or paid for during the school year by such employee to the hours which would be worked during the school year by a full-time salaried teacher in the same role. Such calculation shall be done to the nearest tenth of an hour based upon the normal school day for high school teachers, middle school teachers and elementary school teachers as defined by Article VI, Y., of the contract. Additionally, such calculation shall be based on a school year of 184 days.

G. RECALL OF STAFF

1. Teachers whose continuing contracts are suspended shall be placed on a recall list and shall have first priority in recall and shall be recalled in order of greater seniority by comparable category, (Article VI, E., 3., and 4.) to fill vacancies that occur in any teaching field for which they are certificated and/or licensed.
2. Teachers whose limited contracts are suspended pursuant to this policy shall be placed on a recall list for a period of twenty-eight (28) months from June 1st of the year in which they were reduced and shall be recalled in order of greater seniority by comparable category, (Article VI, E., 3., and 4.), to fill vacancies that occur in the teaching field(s) for which they are certified/licensed.
3. A current copy of the recall list shall be given to each building principal and to the teacher representative from each building by June 1st. Information regarding changes in the list can be obtained from the Superintendent at any time.
4. Teachers recalled to active employment status shall be placed on the salary schedule at the step and level based upon their experience and training and shall have the seniority and accumulated sick leave that they held at the time of the effective date that their teacher's contract was suspended.
5. A teacher shall have ten (10) days, excluding Saturdays, Sundays, and holidays, from the date of receipt of notification of the opening to indicate his/her intent to accept or reject reemployment; otherwise such teacher shall lose all rights to be reemployed. Said written notice shall be sent to the teacher by certified letter, return receipt requested, addressed to the teacher's last known address. It shall be the responsibility of the teacher to notify the Board of any change in address, whether temporary or permanent.
6. The rights of a suspended teacher shall be forfeited by the teacher should he or she (a) waive his or her recall rights in writing; (b) fail to accept recall, except as provided in Item Article VI, G., 7., below; (c) fail to keep certification/ licensure current.
7. a. A teacher may decline recall if he/she is under contract to another school district and cannot obtain release from that

contract. A teacher has the right to decline recall once for this reason. This decline of recall shall be in writing, signed by the teacher, and shall indicate the position and school year which are the subject of the recall. The administrative head refusing to release the teacher shall be asked to verify the reasons. In the event that a vacancy(ies) becomes available that offers less employment than the teacher had at the time of suspension, he or she has the right to decline recall without jeopardizing any rights.

b. Teachers on layoff status will be given preferential consideration as long term substitutes or part-time teachers. However, acceptance or rejection of such employment shall not disqualify that teacher from placement or continued placement on the Reduction in Force list.

8. Teachers who were formerly employed in full-time teaching positions and are recalled to less than full-time positions shall be offered the opportunity to fill full-time vacancies (or) vacancies offering work which provides greater employment time than their existing position with preference being provided in accordance with greater seniority.

9. Teachers hired to replace other teachers who are on leave for a year or less are not subject to recall provisions and will be non-renewed.

10. Any teacher who has qualified for tenure shall receive a continuing contract upon recall.

H. FRINGE BENEFITS – Any teacher whose contract is suspended and who remains on the Reduction in Force list is eligible to participate in group health benefits and group life insurance by paying the total cost of the monthly premium to the Treasurer’s Office not later than the 15th of each month. If the teacher fails to pay the Treasurer’s Office by the 15th of any month, his/her group health benefits and group life insurance shall be canceled for the duration of his/her layoff.

I. ADMINISTRATIVE ACTIONS

No teacher shall be adversely evaluated, disciplined, or reduced in rank or compensation without being given the opportunity to show that such evaluation, discipline, or reduction is without basis. The teacher shall have a right to representation.

J. EVALUATION PROCEDURE

The Board and Association acknowledge that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

An evaluation cycle shall not be completed until a teacher has been provided a written report of the results of the evaluation.

Until two (2) years of data have been collected and two (2) evaluation cycles are completed, all decisions concerning the retention, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in the collective bargaining agreement dated July 1, 2010 – June 30, 2012 (including Article VI, X., 1., a.).

K. APPLICATION

1. "OTES"-stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011.
2. "Teacher" - The evaluation procedure contained herein applies to teachers who spend at least 50% of work time providing content-related student instruction and who work under one of the following:
 - a. a license issued under ORC sections 3319.22, 3319.26, 3319.222 or 3319.226.
 - b. a permanent certificate issued under ORC section 3319.222 as it existed prior to September 2003.
 - c. a permanent certificate issued under ORC section 3319.222 as it existed prior to September 2006.
 - d. a permit issued under ORC section 3319.301.
3. Substitute teachers, long-term substitute teachers and other teachers (bargaining unit members) not meeting the above definition are not subject to evaluation under this policy. Those persons and part time bargaining unit members not meeting the above definition of Teacher will be evaluated under the evaluation procedures contained in Section W., below.

- L. Not later than September 15 of each year, or in the case of a new teacher or within thirty (30) days of the first day worked in the case of a reassigned teacher, each teacher shall be notified in writing/email of the name of their evaluator.

M. COMPARABLE EVALUATIONS

During the 2014-2015 and 2015-2016 school years, all members of the bargaining unit shall be considered comparable to one another for Reduction in Force purposes.

N. DEFINITION OF OBSERVATION AND EVALUATION

1. An Evaluation shall consist of two pre-observation meetings, two observations, two post-observation meetings, periodic “informal observations” known as classroom walk throughs, and one summary evaluation meeting (which may be combined with the final post-observation meeting). There shall be one evaluation which must occur by May 1 with a written report by May 10.
2. A teacher’s performance shall be assessed based on criteria set forth in the Evaluation Instrument. All forms utilized in the OTES process are found in Appendix D of this Agreement.
3. No teacher shall be evaluated on his or her work performance except after fair and reasonable observations of the work performance. Additionally, walk throughs that are deemed a part of this evaluation process must be conducted in accordance with the definition/process set forth in this Article/Section.
4. No audio/visual recordings shall be used in the evaluation process.

O. EVALUATORS

1. The person responsible for assessing a teacher’s performance is the building administrator (principal or assistant principal) employed full time by the district and holding the licenses set forth in O.R.C. §3319.01 or 02.
2. At the Middle and High Schools the same evaluator shall evaluate all employees within a department and the evaluators will alternate each year.

P. OBSERVATIONS

1. Schedule of Observations

Two (2) formal observations shall be conducted to support each evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks, following the post conference, between formal observations for teachers on an improvement plan and at

least two (2) weeks, following the post conference, between observations for all other teachers. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

2. Pre-Observation Meeting

A pre-observation meeting will be held for each observation between three (3) and one (1) working days prior to the observation in order for the teacher to explain plans and objectives for the class to be observed. The teacher will provide the lesson plan and other pertinent material for the lesson.

Q. POST-OBSERVATION CONFERENCE AND REPORT

A conference will be held with the teacher after each observation within five (5) working days of the observation, unless the administrator or teacher is absent or another time is mutually agreed to by the teacher and evaluator.

R. WALK THROUGHS

1. A walk through is conducted as follows:
 - a. Classroom walk throughs shall not disrupt and/or interrupt the learning environment and will be less than five (5) consecutive minute(s) in duration.
 - b. A copy of the walk through form including all scripted and/or anecdotal documents relative to the walk through will be given to the teacher within one (1) day of the walk through. The same format will be utilized district-wide and may include a "reflective question" or data from a district-wide online tool.
 - c. There may be up to eight (8) walk throughs for each evaluation.
2. A teacher may request additional walk throughs.
3. Walk throughs shall be conducted by the assigned evaluator.

S. WRITTEN EVALUATION

1. All observations will be consolidated into the written report on the Evaluation Form within ten working (10) days of the second observation, shall be given to the teacher, and a conference shall be held between the teacher and evaluator.
2. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the information used to support the conclusions

reached in the formal evaluation report. Such information must be accurate and supported. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. Should the report contain improvements needed, they shall be specific, measurable and include specific assistance teacher will be given by administrator .

3. The Board shall evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section at least once every two school years.
4. Should a teacher disagree with an Evaluation, the teacher may file a written response within ten (10) school days of receipt which shall be attached to the evaluation form or the teacher may present to the evaluator additional evidence of accomplishments which will be used to update the evaluation.

T. IMPROVEMENT PLAN/IDENTIFICATION OF DEFICIENCIES

An Improvement plan for teachers rated ineffective will be developed by their evaluator in collaboration with the teacher.

1. Definitions

- a. Improvement Plan: A clearly articulated assistance program for a teacher whose performance on key professional indicators has been documented to be ineffective by the evaluator.
- b. Resources: Those monetary, time, material and human resources provided to a teacher on an Improvement Plan.
- c. Timeline: A minimum of a nine (9) week period of time given to the teacher to meet the requirements, target dates and dates of review of the plan.
- d. Observable Outcomes: Means those data source/indicators of accomplishment: observations, artifacts, conversations by which the success of the Improvement Plan is determined.

2. Improvement Plan

- a. The evaluator, together with the teacher, will formulate the improvement plan. The teacher may have representation at all meetings with the evaluator.
- b. The improvement plan, as outlined in this document, details:

- (1) Specific performance expectations, resources, timelines for completion of objectives (not less than nine (9) weeks) and assistance to be provided.
- (2) The district will provide for the allocation of financial resources to support professional development for staff on improvement plans.
- (3) Professional indicators documented as ineffective through the formal evaluation process.

- c. Once the teacher meets the criteria outlined in the improvement plan and evaluation, the teacher will be returned to a non-improvement plan status.

U. PROFESSIONAL GROWTH PLANS

Teachers with above expected levels of student growth will develop a professional growth plan which will describe the specific goals, resources and assistance to be provided. Teachers with expected levels of student growth will develop a professional growth plan in consultation with their evaluator, which describes the specific goals, resources and assistance to be provided.

V. EXTENDED LIMITED CONTRACT TEACHERS BEING CONSIDERED FOR NON-RENEWAL

1. A minimum of three (3) formal observations of each teacher who is under consideration for non-renewal or who is working under an extended limited contract shall be performed according to the guidelines set forth in this provision.
2. Section Article VI, X., 1., b., applies to teachers with five (5) or more years employment experience.
3. The Board of Education shall notify any teacher being considered for non-renewal for the next school year in writing by June 1.

W. DUE PROCESS

The evaluation process shall be conducted to protect the legal rights of the teacher.

A Committee comprised of five (5) WGEA members and up to five (5) administrators will meet before the first day of school to evaluate data on student growth, agree to Student Growth Measures and agree to additional changes in the OTES process. The committee will develop a MOU determining student growth measures and OTES changes each school year.

X. All employees not included in the above evaluation model shall be evaluated with the current evaluation contained below:

1. The parties agree Article VI, X., 1., a. and Article VI, X., 1., b., of this Contract, R.C. 3319.11 and R.C. 3319.111 shall control the evaluation and non-renewal procedures required to be followed by the administration. Teachers shall be permitted to litigate for violations of R.C. 3319.11 and R.C. 3319.111 or will be permitted to file a grievance alleging statutory violations, but not both.
 - a. In years one through four (1-4) of employment, a teacher's limited contract may be non-renewed pursuant to the provisions of R.C. 3319.11 and R.C. 3319.111.
 - b. In the fifth (5th) year of employment and beyond, a teacher's limited contract shall not be non-renewed except for Just Cause. Just Cause for the purpose of this Article shall be defined as the failure to correct documented deficiencies. This definition does not apply to the meaning for Just Cause as outlined in Article VII, P., Staff Discipline.
2. A tenured teacher may choose the alternative performance review as developed by a joint Association-Administrative Committee. However, a tenured teacher who is in professional difficulty may be observed and evaluated using the statutory procedure in consecutive years.

Y. SCHOOL DAY

The normal school day at the high school shall not exceed seven (7) hours, forty (40) minutes; the normal school day at the middle school shall not exceed seven (7) hours, forty (40) minutes; and the normal school day at the elementary school(s) shall not exceed seven (7) hours, twenty-five (25) minutes.

1. Lunch – The school day shall include a daily minimum thirty (30) minute duty-free, uninterrupted lunch period.
2. Planning Periods – The high school and middle school day (6-12) shall include at least one (1) planning period of forty (40) minutes or one (1) class period whichever is longer, and the elementary school day shall include one (1) planning period of thirty (30) minutes. In addition, Intervention Specialists shall receive one (1) day per month for IEP writing and paperwork.
 - a. Such planning periods may be of greater length and more planning periods may be provided on any given day at the

discretion of the administration.

- b. Such planning periods, no matter the length, shall be uninterrupted for at least the minimum times expressed in Article VI, Y., 2., above.
 - c. The total amount of planning time shall be comparable for all teachers at the middle school and high school. The total amount of planning time shall be comparable for all teachers at the Lindsey and Westwood elementary buildings.
 - d. Voluntary Class Coverage – High School and Middle School teachers who volunteer to cover classes during their scheduled planning periods/duty periods, as established in their initial class schedule, will be reimbursed at the class coverage rate established in Article IX, Q. Elementary teachers who are required to supervise students during their assigned special area time shall also be reimbursed at the class coverage rate established in Article IX, Q.
3. Teachers traveling between buildings will be provided appropriate time.
 4. Individualized Education Plan (IEP) Meetings for Special Education Students – Teachers who are asked to and agree to attend IEP meetings that must occur outside the scheduled work day, will be compensated at the Classroom Coverage by Teachers rate in Article IX, Q., of this Contract, rounded to the next quarter hour. Classroom coverage shall be provided to teachers who attend IEP/IAT meetings during scheduled class periods.
 5. Leaving the Building – Upon notifying the building principal and/or designee, a teacher may leave the building during his/her lunch period at other times during the school day.
 6. Student Contact Time – A teacher's student contact time, teaching and supervisory, shall not exceed on a daily basis five (5) hours, fifty (50) minutes at the secondary level nor six (6) hours, twenty-five (25) minutes at the elementary level.
 7. Preparations – A good faith effort will be made to limit the number of preparations per teacher at the secondary level, if more than three preparations are assigned the teacher shall receive written reasons and an attempt will be made to find a resolution.
 8. Classroom Safety – A good faith effort will be made to assign an appropriate number of students to the available workstations in labs and

other special classrooms (e.g., science labs, Technology Education, Family and Consumer Science labs, art labs).

9. Class Size - A good faith effort will be made to balance the number of special education students to regular education students in each classroom at each grade level or subject area as appropriate. A good faith effort will be made to keep class size at twenty-five (25) or below at the elementary level.
10. Student teacher ratio in study hall or supervision for Professional Learning Communities shall not exceed 40:1.

Z. SCHOOL YEAR

1. The school year shall consist of one hundred eighty-four (184) days. Up to one hundred eighty-one (181) but no less than one hundred eighty (180) days shall be designated as instruction days. The last work day shall be designated as teacher report day, and up to two and one half (2.5) but not less than two (2) days shall be designated as professional in-service days, one of which shall be the first workday of the contract year, and one to be scheduled as agreed by the Board and Association. The remaining half (0.5) day shall be designated as an additional teacher report day. The remaining half (0.5) professional in-service day will be scheduled on the same day as the half (0.5) teacher report day and will occur between semesters. The Board and the Association agree that NEOEA Day will not be a paid day, and school will not be in session on this day
2. It is recognized that the 184 day school year is in excess of the minimum contact hours mandated by the State of Ohio. Therefore, the first eight (8) calamity days shall not be made up, calamity day nine (9) and ten (10) shall be deemed teacher professional development days.
3. The Board shall provide guidance counselors an additional ten (10) workdays divided between the end of the school year and beginning of the school year paid at the per diem rate.
4. At the Superintendent's discretion additional per diem days during the summer can be approved for bargaining unit members.
5. Night Activities – All teachers shall be required to work only one Open House per school year.
6. New Teacher Orientation – All teachers new to the West Geauga Local School District who are in attendance at New Teacher Orientation shall be paid at a daily rate equal to 0.006 of the current B.A. base salary.

7. School Calendar

The school calendar will be developed by a committee composed of up to five (5) WGEA members appointed by the President. The committee shall convene on or before February.

1. The committee shall submit at least two (2) calendar proposals to the membership for a vote. The selected calendar will be sent to the Board for consideration.

The Board shall approve the calendar at the March meeting. The approved calendar shall be sent by email to all members, thereafter.

AA. STAFF MEETINGS

1. Elementary Staff Meetings – Elementary teachers may be required to attend up to one (1) staff meeting per semester that may extend before or after the normal teacher workday. The length of each meeting is not to exceed one hour duration.
2. Each building may establish a site-based steering team, for the limited purpose of determining whether additional staff meetings are necessary or beneficial to the operation of the building. Such additional meetings may extend before and/or after the normal workday, and may be in addition to the contractual restrictions contained above.
3. High School and Middle School teachers may be required to attend one staff meeting per semester that will extend one hour beyond the workday.
4. Teachers may be required to attend one staff meeting per month following student dismissal during the contracted work day.

AB. POST-SECONDARY ENROLLMENT

The determination of student eligibility for post secondary enrollment will be restricted as much as allowable under Ohio Revised Code mandates.

AC. WEST GEAUGA PROFESSIONAL DEVELOPMENT COMMITTEE

The West Geauga Professional Development Committee, in compliance with Ohio Revised Code 3319.22, shall be composed of eleven (11) members - eight (8) WGEA member representatives and three (3) administrators. The WGEA member representatives shall be elected by the Association members within each respective building. The administrators shall be appointed by the Superintendent.

1. Terms on the WGPDC shall be determined by the WGPDC with approval by the Association. Vacancies occurring during a term shall be filled by the appointing authority.
2. There shall be a process to appeal WGPDC decisions. This process will be outlined in the WGPDC policies, procedures, and guidelines document.
3. The WGPDC shall determine the time, place, and dates of its meetings.
4. Expenses of the WGPDC shall be borne by the Board up to an annual cap of \$17,500.00, which includes stipends, costs for release time, chairperson stipend, and professional development workshops. The budget and expenditures will be approved by the Superintendent. Denial of any budget or individual expenditure shall not be arbitrary or capricious. Release time will be provided for a maximum of eight (8) meetings during the school year. A maximum of four (4) meetings can be held outside of the school day or school year. Each teacher committee member who attends one of these four (4) meetings will be provided a stipend of \$150.00 per meeting. Attendance at related professional development workshops and/or training shall be provided for WGPDC members as deemed necessary to perform their duties.
5. No action of the WGPDC shall bind the Board or Association in any manner that may be contrary to any provisions of this Contract.
6. Members of the WGPDC shall be indemnified for actions related to the proper performance of their duties as members of the WGPDC.
7. The chairperson shall be elected by a majority of the WGPDC.
8. The chairperson shall receive a stipend of \$1,500.00 annually.
9. Secretarial help will be provided to the committee from within the current central office staff.

AD. RESIDENT EDUCATOR PROGRAM

1. All teachers with a two-year Provisional License or a four-year Resident Educator License and zero (0) years of teaching experience employed by the West Geauga Local School District are required to participate in an entry-level mentoring program. As part of the entry year program, Mentor will be assigned to provide professional support. All teachers new to the West Geauga Local School District with one (1) or two (2) years of teaching experience will be assigned a Mentor. A Mentor may

be assigned to a new teacher with five (5) or more years of teaching experience depending upon the resources available to the district. The Building Principal shall, upon consideration of the recommendations of the Lead Mentor and Superintendent's designee select and assign Mentors from a list of qualified applicants.

2. Mentor Eligibility Criteria Bargaining unit members must meet the following criteria to be eligible for assignment as a Mentor:
 - a. Have at least three (3) years of teaching experience in the West Geauga Local School District; and
 - b. Have completed a state-approved training program by August 1st of the ensuing school year.
 - c. Teachers who hold a two-year Provisional License, a four-year Resident Educator License, or other comparable temporary teaching credential are not eligible to be Mentors.
3. Mentor Requirements – Bargaining unit members must meet the following requirements:
 - a. Use a state-approved instrument as a professional development instrument, including observations and follow-up meetings with assigned mentee(s);
 - b. Attend a district orientation meeting and up to four (4), regularly-scheduled mentor meetings per year to discuss the mentoring process. Meetings will be called by the Lead Mentor or the Superintendent's designee Mentors may be required to attend up to two (2) additional special meetings as called by the Lead Mentor or Superintendent's designee Meetings shall not exceed two (2) hours in duration; and
 - c. Meet expectations for Mentors as outlined in the current West Geauga Mentor Handbook.
4. Mentors shall not participate in the evaluation of the mentee. No Mentor shall be requested or directed to make any recommendation regarding the continued employment of the teacher. No Mentor shall be requested or directed to divulge information from any written documentation, or confidential mentor/mentee discussions. At the end of each applicable academic year, Mentors will confirm the completion of the entry-level mentoring program activities for teachers who hold a four-year Resident Educator License.

5. Application and Assignment Process – Mentors

- a.** Positions for Mentors shall be posted according to district policy. The same application Mentors will be available in each building. Mentor applications will be via Applitrack.
- b.** Mentors may request the assignment of no more than two (2) mentees year 1 and year 2 resident educators per school year. When possible, no Mentor will be assigned two (2) mentees who are teaching under a Provisional License or Resident Educator License. Mentors may request assignment of two (2) year 3 and 4 resident educators per school year.
- c.** Mentors will be compensated as follows:
 - 1.** Mentors will be paid 0.045 of the base salary for one (1) mentee and an additional 0.0225 of the base salary for each additional mentee teaching under a Provisional License or Resident Educator License per year.
- d.** Mentors will be provided up to four (4) release days per year to perform mentoring duties and up to an additional 2 days per year per mentee to perform mentoring duties if assigned more than one mentee. Additional release time may be granted at the Superintendent's discretion.
- e.** The contract for Mentors shall be in effect for one (1) school year. A Mentor may apply for the position in subsequent school years.

6. Lead Mentor Eligibility Criteria – A district Lead Mentor shall be appointed by the Superintendent to coordinate the mentor program. Bargaining unit members must meet the following criteria to be eligible for assignment as a Lead Mentor:

- a.** Have at least five (5) years of teaching experience in the West Geauga Local School District; and
- b.** Have completed a state-approved training program by August 1st of the ensuing school year.
- c.** Teachers who hold a 2-year Provisional License, a 4-year Resident Educator License, or other comparable temporary teaching credential are not eligible to be Lead Mentor.

7. Lead Mentor Requirements – Bargaining unit members must meet the following requirements:
 - a. Use a state-approved instrument as a professional development instrument, including observations and follow-up meetings with assigned mentee(s);
 - b. Attend and/or lead a district orientation meeting and up to four (4), regularly-scheduled mentor meetings per year to discuss the mentoring process. Meetings will be called by the Lead Mentor or the Superintendent’s designee. Up to two (2) additional special meetings may be called by the Lead Mentor or Superintendent’s designee. Meetings shall not exceed two (2) hours in duration;
 - c. Work collaboratively with the Superintendent designee in the implementation of the mentor program; and
 - d. Meet expectations for the Lead Mentor as outlined in the current West Geauga Mentor Handbook.
8. The Lead Mentor shall not participate in the evaluation of any mentee. The Lead Mentor shall not be requested or directed to make any recommendation regarding the continued employment of any mentee. The Lead Mentor shall not be requested or directed to divulge information from any written documentation, or confidential mentor/mentee discussions. At the end of each applicable academic year, the Lead Mentor will verify the completion of the entry-level mentoring program activities for teachers who hold a four-year Resident Educator License.
9. Application and Assignment Process – Lead Mentor
 - a. The position of Lead Mentor shall be posted according to district policy. Applications for Lead Mentor will be available in each building. Interested teachers shall submit applications to the Superintendent.
 - b. The Lead Mentor will be paid 0.060 of the base salary for the Lead Mentor role.
 - c. The Lead Mentor may request an additional assignment as a mentor of no more than one (1) mentee per school year. The Lead Mentor will be paid 0.045 of the base salary for a mentee.

- d. The Lead Mentor will be provided up to four (4) release days per year to perform mentor program duties. Additional release time may be granted at the Superintendent's discretion. Additional release time for Lead Mentor duties may be granted at the Superintendent's discretion.
 - e. The contract for Lead Mentor shall be in effect for one school year. A Lead Mentor may apply for the position in subsequent school years.
10. Mentees will be provided up to four (4) release days per year or the equivalent amount of release time to meet the responsibilities outlined in the current West Geauga Resident Educator Handbook. Additional release time may be granted at the Superintendent's discretion.
11. **Procedure to Resolve Concerns of a Mentor/Mentee** – If the Building Principal, Lead Mentor, Mentor or Mentee determines the mentor-mentee situation is not constructive and/or appropriate and the concern is not resolved satisfactorily, the concern will be reviewed by the Building Principal who, upon consideration of the recommendations of the Lead Mentor, may end the Mentor appointment. In that event, Mentor shall be compensated for the portion of the school year she/he has served. An alternate Mentor may be assigned by the Building Principal. The Superintendent will intervene in any conflicts not resolved by this procedure.

AE. JOB SHARE

Two (2) teachers may submit a request to the Superintendent to share one (1) full-time position. The Superintendent may approve the request subject to the following conditions:

1. Denial of a job share request shall not be arbitrary, capricious, or discriminatory and it shall not be subject to the grievance process.
2. Teachers must be fully certificated and/or licensed for the position to be shared.
3. Teachers wishing to share a full-time position must indicate the same in writing to the Building Principal and the Superintendent by May 1.
4. Each teacher sharing the full-time position will be hired as a half-time teacher.

- a. Each teacher will be required to pay the half-time percentage amount for insurance if they opt to use the District's insurance policies.
 - 1. The Board's total cost for benefits for both teachers will not exceed the cost of one (1) Family insurance plan.
 - b. Each teacher will be entitled to one and one-half (1.5) personal days.
 - c. Each teacher will be entitled to one and one-half (1.5) professional days.
 - d. Each teacher will accrue sick leave at a rate of 0.625 days per month.
 - e. Each teacher will earn 0.500 seniority credit for the year.
5. Each teacher sharing the full-time position will teach one-half (0.5) day as determined in Article VI., Y., (e.g. the first 230 minutes of the designated teacher work day or the last 230 minutes of the designated teacher work day at the high school and middle school; the first 223 minutes of the designated teacher work day or the last 223 minutes of the designated teacher work day at the elementary buildings).
- a. Staff meetings, committee work, and related activities will be divided equally between participants in the job share arrangement.
 - b. The teacher working the first half (0.5) of the day will attend all before-school meetings that are required for all full-time teachers, and the teacher working the second half (0.5) of the day will attend all after-school meetings that are required for all full-time teachers.
 - c. It is the responsibility of each job share participant to fully-inform their counterpart, in a timely manner, of information disseminated during before-school and after-school meetings.
 - d. When feasible, mutual planning time will be scheduled for job share participants (e.g. at the end of the morning schedule and beginning of the afternoon schedule)
 - e. If a substitute is needed for one (1) of the teachers in the shared position, the other teacher agrees to work for the full day at the teacher's per diem rate, provided no other substitute

could be found. Exceptions include last-minute notice or other extenuating circumstances that will be handled on a case-by-case basis.

6. Each teacher sharing the full-time position will be fully responsible for all teaching duties of said position (including, but not limited to, lesson planning, preparation of classroom materials, parent communications, record keeping, grading and grade reporting, etc.)
7. Each teacher sharing the full-time position will be scheduled for performance review according to current building policy.
8. A long-term substitute will be hired to fill the full-time position of one (1) of the two (2) teachers in the shared position. Determination of placement will be made by the Superintendent.
 - a. At the end of the year in a shared position, both teachers will return to the full-time positions held prior to the job share, if said positions still exist. If said positions do not exist, each teacher will be assigned to a position for which they are certificated and/or licensed.
9. Prior to April 30 of the year of the job share arrangement, participants will meet with the Superintendent and Building Principal to evaluate the arrangement. Participants may request that the job share continue for the subsequent school year pursuant to the provisions set forth above.

AF. MASTER TEACHER COMMITTEE

The Master Teacher Committee, in compliance with the regulations of the Ohio Department of Education, shall be composed of five (5) members – four (4) WGEA member representatives and one (1) administrator. The WGEA member representatives shall be elected by the Association members. The administrator shall be appointed by the Superintendent.

1. Terms on the Master Teacher Committee shall be three (3) years (July 1 to June 30). Vacancies occurring during a term shall be filled by the appointing authority.
2. There shall be a process to appeal Master Teacher Committee decisions. This process will be outlined in the Master Teacher Committee policies, procedures, and guidelines document.
3. The Master Teacher Committee shall determine the time, place, and dates of its meetings.

4. Expenses of the Master Teacher Committee shall be borne by the Board and will be included as part of the annual cap of costs associated with Article VI, AC., 4., Expenses will include stipends, costs for release time, chairperson stipend and professional development workshops. The budget and expenditures will be approved by the Superintendent. Denial of any budget or individual expenditure shall not be arbitrary or capricious. Release time will be provided for a maximum of five (5) meetings during the school year. A maximum of one (1) meeting can be held outside of the school day or school year. Meetings will only be held if needed. Each teacher committee member who attends the meeting that is held outside of the school year will be provided a stipend of fifty dollars (\$50.00). Attendance at related professional development workshops and/or training shall be provided for Master Teacher Committee members as deemed necessary to perform their duties.
5. No action of the Master Teacher Committee shall bind the Board or Association in any manner that may be contrary to any provisions of this Contract.
6. Members of the Master Teacher Committee shall be indemnified for actions related to the proper performance of their duties as members of the Master Teacher Committee.
7. The chairperson shall be elected by a majority of the Master Teacher Committee.
8. Any bargaining unit member elected as chairperson shall receive a stipend of two hundred fifty dollars (\$250.00) annually.
9. Secretarial help will be provided to the committee from within the current central office staff.

ARTICLE VII – TEACHER RIGHTS AND RESPONSIBILITIES

A. NONDISCRIMINATION

The Board and the Association agree that neither party shall discriminate against each other or against any teacher on the basis of race, color, creed, sex, age, sexual orientation or religion as applied to the terms of this Contract.

B. WORK ENVIRONMENT

Every member of the bargaining unit shall, in a timely manner, call to the attention of the administration any unsafe/unsanitary condition within the work environment. Upon notice from the member of the bargaining unit, the administration shall have the responsibility of taking the appropriate action.

C. ELEMENTARY SPECIALIST SUBSTITUTES

A good faith effort will be made by the administration to secure elementary specialist substitutes for absent elementary specialists.

D. STUDENT TEACHERS

No member of the bargaining unit shall be required to place a student teacher or observing college student in his/her assignment.

E. NON-TEACHING DUTIES

Administrators shall make a good faith effort to assign teachers equitable non-teaching duties.

F. LESSON PLANS

Requirements for the completion and submission of lesson plans shall be uniform and reasonable for all teachers on a building-by-building basis. A current contingency plan for substitutes shall be made available on a daily basis.

G. STUDENT GRADES

Each student's grades shall be assigned in accordance with state law. However, if a student's grade is changed against the teacher's recommendation, either due to the student dropping the course to avoid an earned grade or for any other reason, the teacher will be notified in writing by their supervisor within a reasonable period of time with specific information given as to the reason for the grade change and by whom the change was made.

H. PERSONNEL FILES

1. Maintenance – An official personnel file shall be maintained for all teachers in accordance with Ohio law.
2. Records – The following records must be provided to the administration by all members of the bargaining unit for the personnel file, within one (1) month of appointment.
 - a. A complete transcript of college credits.
 - b. A copy of each teaching certificate held.
 - c. A copy of discharge papers from the armed services of the United States, if available.
 - d. Teacher withholding exemption certificates.
 - e. State Teachers Retirement System membership information, if available.
 - f. Any other records required by law, the Superintendent, or the Board.
 - g. No records to which the public has access shall display the teacher's address and social security number. Upon written request, the teacher's telephone number will not be released as a public record.
3. Examination of File – A member of the bargaining unit may examine his/her personnel file upon request and upon the availability of the Superintendent or designee and shall be entitled to one (1) copy of any document contained therein excepting confidential letters of recommendation. Additional copies will be provided at the teacher's cost.
4. Reply to Filed Information – A member of the bargaining unit shall be entitled to attach a reply to any document contained in the file.
5. Prohibition Against Anonymous Information – No anonymous letter, report, or communication shall be included in the teacher's personnel file.
6. Filing of Evaluations – All final evaluations, including those for supplementals, if completed, will be included in each teacher's personnel file.
7. Removal of Disciplinary Items – An employee with a disciplinary record may, after two (2) years from the date of the incident or date of discipline, whichever is earlier, apply to the Superintendent, in writing, to have the disciplinary incident removed from his/her personnel file. The

Superintendent shall have the sole discretion in determining whether the requested material is removed and such decision by the Superintendent is not grievable. A teacher may renew a request for removal every six (6) months.

8. No reference shall be made to whether a bargaining unit member is a Highly Qualified Teacher under Elementary and Secondary Education Act of 2002, or subsequent reauthorizations thereof, in any bargaining unit member's evaluation.
9. No bargaining unit member's evaluation shall be based solely on student performance on national or state mandated tests.

I. COMPLAINTS AGAINST TEACHERS

Prior to any administrative action based primarily on a complaint by a non-employee of the Board, the member of the bargaining unit affected shall be informed as to the nature of the complaint and shall have the right to participate in attempts to resolve the complaint. All complaints shall be directed to the teacher as the first level to resolve the issue. Anonymous complaints shall not result in discipline except as required by law.

J. PARENT-TEACHER CONFERENCES

As condition of employment, teachers are expected to participate in parent-teacher conferences that are not included in the formal parent-teacher conference program and that are outside the normal workday. For formal parent-teacher conferences on the school calendar that are conducted outside the normal work day, comparable release time shall be granted. Each three (3) hour parent-teacher conference will be compensated at one-half (1/2) day release time.

K. BOMB THREATS

No member of the bargaining unit shall be requested to participate in search for a bomb in the event of a bomb threat. All members shall be trained on the school safety plan.

L. STUDENT MEDICAL ASSISTANCE

Members of the bargaining unit, other than school nurses who hold valid nursing licenses, shall not be required to administer medicine to students, nor provide assistance in any medical treatment, nor help with bodily functions.

1. If any such discharge of an employee must occur, the mandates of R.C. 3319.16 and R. C. 3319.161 (Termination Statutes) shall not be required.

M. CRIMINAL RECORDS INVESTIGATIONS CHECK

It is acknowledged by the Association that the Board may employ individuals prior to receipt of a Criminal Records Investigation Report, as required by Ohio Revised Code. It is expressly agreed between the Board and the Association that the Board may discharge any employee who is employed prior to receipt of the Criminal Records check, if the subsequent Criminal Records check contains a report of any of the offenses outlined in Ohio Revised Code which prohibit, by law, the Board from employing the individual.

1. If any such discharge of an employee must occur, the mandates of R.C. 3319.16 and R. C. 3319.161 (Termination Statutes) shall not be required.

N. NO SMOKING REGULATIONS

In order to protect students and staff who choose not to use tobacco from an environment noxious to them, and because the Board cannot, even by indirection, condone the use of tobacco, the Board prohibits the use of tobacco by certified staff members in all school buildings, on all school grounds and in all school vehicles with the exception of an employee's personal vehicle when located at least fifty (50) feet from all school buildings and buses at all times.

O. ACCEPTANCE OF CHILDREN OF BARGAINING UNIT MEMBERS

Any child of a bargaining unit member who is residing outside the West Geauga Local School district boundaries shall be allowed to enroll in the West Geauga Local School at no tuition cost. If the district participates in open enrollment the staff member shall file the necessary open enrollment paperwork with the Board for the enrolled child.

P. STAFF DISCIPLINE

All formal disciplinary actions imposed upon bargaining unit members, must be for good and just cause and are subject to the grievance and arbitration procedures stated in Article III of the Contract. In the case of contract terminations, with or without suspension, the provisions and procedures specified in Ohio Revised Code, sections 3319.16 and 3319.161 will be followed.

1. All staff discipline will be done in private. A bargaining unit member may have an Association representative of their choice present at any meeting involving discipline or for the purpose of obtaining factual information that could lead to discipline.

Q. OUTSIDE PROVIDERS

1. No bargaining unit member shall be required to supply instructional materials to a for-profit outside provider of educational services.

2. Online classes shall not be utilized by the Board for instructional purposes until the Board and the WGEA bargain to agreement the parameters of such a program. In all cases a member of the bargaining unit will be designated as the teacher of record and responsible for instruction. Until such bargaining occurs online courses shall not displace teachers and shall be used for credit recovery only.

R. TEST ADMINISTRATION

The district will comply with all required test administration and security procedures for all state mandated tests as established by the Ohio Department of Education. This includes providing training in test administration and security procedures to all appropriate teachers prior to the mandated test administration period(s).

- S. Parents in Buildings - Although we welcome the participation of parents in the educational process, those electing to observe classrooms must provide twenty-four (24) hour notice in writing to the administration and classroom teacher.
- T. Online training-The Board shall allocate time (equal to or greater than suggested time requirements) to complete on line training.

ARTICLE VIII – LEAVE PROVISIONS

A. PERSONAL LEAVE

1. The Superintendent shall allow absence of up to three (3) personal leave days for members of the bargaining unit. No reasons shall be given. A maximum of 10% of members in each building may utilize personal leave on a given day. The Superintendent may grant additional members above the 10% personal leave if he/she believes it is warranted or in emergency circumstances. The Superintendent may grant additional days with or without pay if he believes it is warranted or in emergency circumstances.
2. Personal leave is not cumulative. Request for personal leave should be in writing with three (3) days notice prior to the leave except in the case of an emergency. Any personal leave time not used by the end of the employee's contract year shall be converted to sick leave time.
3. Teachers will enter personal leave into the electronic system.
4. Personal leave shall not be used for the following:
 - a. Seeking other employment unless approved by the Superintendent.
5. All personal leave requests will be processed through the electronic system.
6. Personal leave knowingly utilized in violation of this policy shall be considered as insubordination as defined by O.R.C. 3319.16 and shall result in appropriate disciplinary action up to and including contract termination.

B. SICK LEAVE

1. Entitlement to Sick Leave
 - a. Teachers may use sick leave for absences due to illness, pregnancy, injury, exposure to contagious disease, and to illness or death in the teacher's immediate family.
 - b. Immediate family for other than death, shall be interpreted to include the teacher's father, mother, husband, wife, siblings, child/step child/grandchild, mother-in-law and father-in-law, grandparent or any member of the household. Immediate family for death shall also include grandparents, grandchildren

and in-laws: mother, father, brother, sister, son, daughter, and grandparents.

2. Accrual of Sick Leave – Full-time teachers shall accrue to their credit sick leave days at a rate of one and one-quarter (1-1/4) days per month for each year under contract.
3. Transfer of Accumulated Sick Leave – A teacher who comes from another public agency in Ohio shall be permitted to transfer the amount of his/her accumulated sick leave from that agency up to the maximum of the accumulated sick leave permitted at West Geauga Schools.
4. Sick Leave Advance – Each teacher shall be advanced five (5) days of sick leave in the event that the teacher's accumulated balance reaches zero. Such advance may occur more than once during a contract year, subject to the following:
 - a. The teacher must have the ability to earn the advanced sick leave prior to the expiration of the contract year (earned at a rate of 1-1/4 days per month for full-time teachers).
 - b. The normal procedure for repaying the advanced sick leave is to utilize earned sick leave immediately earned after the advance. However, in the event that a teacher needs additional sick leave after the advanced five (5) days, days will be authorized provided that the teacher can contractually repay both the five (5) days advanced leave and other days from earned sick leave.
 - c. In the event that a teacher leaves during the contract year with a negative sick leave balance as a result of advanced or authorized sick leave days, the Board is authorized to adjust any compensation owed to the teacher in order to receive reimbursement for the sick leave days. In the event that a contract year ends with a negative sick leave balance, the Board is authorized to adjust any compensation owed to the teacher in order to receive reimbursement for the sick leave days.
5. Sick Leave Accumulation – Accumulation of sick leave credit shall be at three hundred fifteen (315) days maximum. effective with the 2010-2011 school year
6. Sick Leave Bank
 - a. A sick leave bank will be created, to be administered by the Association. In order to be eligible to receive days from the

bank, a teacher must donate two (2) days to the sick leave bank. Donations of days shall occur again whenever the bank falls below seventy-five (75) days and must be in writing. The maximum days that may be utilized from the bank in any school year shall not exceed three hundred (300).

- b. Eligible recipients must be teachers who are about to exhaust their sick leave. Application for use of days from the sick leave bank shall be made in writing. Days shall be awarded for catastrophic illness or injuries of the teacher or his/her immediate family.
- c. The Treasurer must receive written notification from the Association identifying the recipient and number of days to be awarded prior to a teacher utilizing donated sick leave.

C. ASSAULT LEAVE

- 1. Any member of the bargaining unit who is absent from work due to a disability resulting from an assault which occurred in the course of or as a result of Board employment shall be maintained on full pay status during the period of his/her absence up to a maximum of thirty (30) days per assault. Assault pay shall be reduced by the amount received by that teacher for workers' compensation.
- 2. To qualify for such leave, the member of the bargaining unit shall (1) provide the Superintendent of medical evidence of incapacity, (2) agree to make a police report of the incident, and (3) cooperate with the authorities in action they bring against the assaulting party.
- 3. Leave granted under this provision shall not be charged against sick leave earned or earnable.

D. PROFESSIONAL LEAVE

- 1. Permission to be absent from school for professional purposes without loss of pay shall be granted and approved by the Superintendent and/or designee. Such permission shall be rendered in writing prior to the days of absence.
- 2. Leaves may be granted for such activities as visitations to other classrooms either in West Geauga or other districts, attendance at professional meetings, speaking engagements for professional or civic organizations, attendance at professional conferences and workshops.

3. Attendance at Professional Conferences or Conventions

- a. Any member of the bargaining unit wishing to attend any conference, meeting, or convention may be absent for such purpose for a period not to exceed one week [five (5) teaching days] for any one such conference, meeting or convention upon the approval of the Superintendent, if such attendance will be in the interest of the schools, except that leaves for the OEA Representative Assembly Association delegation shall be granted for two (2) duly elected delegates.
- b. Reimbursement of expenses incurred by the person attending such conference, meeting, or convention shall be made by the Treasurer based upon an established schedule. Maximum expenditure for travel to and from a convention, meeting, or conference will be determined by the round trip coach airfare from Cleveland to Miami, Florida, as of November 1st of each year. A written report of convention activities will be submitted as per guidelines established by the Convention Committee. Conventions shall be confined to the continental United States. No reimbursement for expenses nor report from the teachers shall be required for the OEA Representative Assembly Association delegation.

E. COURT LEAVE

1. Any teacher absent from duty in response to a court subpoena or jury summons only shall receive full pay during this period less any jury duty or witness fee received in excess of the teacher's mileage, meal, and parking expenses for the day(s) in question.
2. Upon return to work a teacher must submit to the District Treasurer an official receipt of remuneration from the court and an accounting of his/her expenses.
3. It is agreed between the Association and the Board that they will follow the Contract, Article VIII, E., Court Leave, and Article VIII, E., 1., which recognizes court subpoenas and jury summons only. The intent of this section applies to court subpoenas and jury summons in which the employee is not a party to a personal lawsuit. In the event a bargaining unit member is a party to a personal lawsuit that is directly related to their employment, the provisions of Article VIII, E., 1., will be applicable unless:
 - (a.) the bargaining unit member and Board are on opposite sides of litigation (Plaintiff v Defendant) and/or

- (b.) the bargaining unit member files a civil action against either the Association or Board.

F. PARENTAL LEAVE

Parental leave of absence shall be granted, upon request, to a teacher who becomes pregnant or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year in which it is requested. Parental leave may begin at any point in the pregnancy, at or immediately prior to the time of official adoption, or thereafter for up to one (1) year. Upon request of the teacher, parental leave shall be extended for a period of up to one (1) additional school year, provided the request is made in writing to the Superintendent of Schools at least thirty (30) days immediately preceding the first day of the new leave period. Application for a parental leave shall be made in writing to the Superintendent of Schools not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave.

1. Upon the birth of a child a member may elect to take paid sick leave in lieu of unpaid leave. After which, the member may elect to take parental leave as defined in Article VIII, F.

G. LEAVE OF ABSENCE

1. A leave of absence is a period of extended absence from duty by a teacher for which written request has been made and formal approval has been granted by the Board. Involuntary leaves are subject to state law.
2. Leave shall not exceed two (2) consecutive years. (Consecutive years means the end of one (1) school year and one (1) additional school year.)
3. All leaves shall be without pay except as otherwise provided by law.
4. Leaves of absence may be granted for the following purposes:
 - a. Illness – The Board is required upon written request of a teacher to grant a leave of absence where illness or other disability is the reason for the request. Such leave may commence when the teacher exhausts his/her sick leave.
 - b. Disability – See Article VIII, G., a., above.
 - c. Education, Professional, or Other Purposes – A leave of absence of one (1) year to coincide with the school year may be

granted to a teacher for professional study, advancement, or other purposes. This may be renewed upon approval for one (1) additional year.

d. Service in the Armed Forces of the U.S. – Any regular teacher who is conscripted or recalled into the armed services of the United States for service or training shall be granted a military leave.

1. Upon discharge, he or she shall be reinstated into the school system in accordance with provisions of the law.

2. His/her contract status shall be that held prior to entering military service with a maximum increment for two (2) years military experience unless the law requires more, providing he/she shall make application for reinstatement not later than ninety (90) days from the date of said release or discharge from military service.

e. Federal Family and Medical Leave Act of 1993 – Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.

5. On the expiration date of the leave of absence, the Superintendent is obligated to offer the teacher a position in this school system in accordance with the status of his or her certification and/or licensure areas.

6. The teacher shall resume the contract status which he or she held prior to the leave of absence.

7. A teacher's affiliation with the Board will terminate if the position that is offered is declined, provided it is a position for which the teacher is qualified and certificated and/or licensed.

H. REPRESENTATION/WITNESS LEAVE

Association representative(s) and witness(es) required by the arbitrator shall be granted paid leave to attend grievance arbitration hearings scheduled during workdays. Such leave shall not count against any other leave provided for herein. It is recognized that if a large number of members of the bargaining unit are necessary at an arbitration, said arbitration shall be scheduled at a time other than the school day.

ARTICLE IX – SALARY AND FRINGE BENEFITS

A. GENERAL SALARY GUIDELINES

1. First Pay Date – The Board shall begin the twenty-four (24) equal pays under this Contract on the 15th of September.
2. Pay Dates During School Closings – In the event the scheduled pay date falls on a non-workday, pay issued to employees on direct deposit will be processed by the District, with all good faith efforts made, to ensure deposit on the workday closest to the 15th or 30th of the month, or the last day of the month for February. It is understood that Federal Reserve regulations will govern all direct deposits, including the time when deposits are made to individual employee accounts. Pay issued to employees who are not yet on direct deposit will be made on the first work day following the scheduled pay date. When schools are closed during a scheduled pay day, those employees not yet on direct deposit will be paid the first work day of the Treasurer's office following the scheduled pay date.
3. Termination of Employment – In the event a teacher's individual contract is terminated by either party during the school year, the balance of the contract due the teacher shall be paid at the next scheduled pay date after the termination date.
4. Payroll Deductions – Payroll deductions, except as otherwise stated herein, shall be in the amount designated by the teacher and shall be delivered in accordance with statements, schedules, and billings issued by the receiving agency for each deduction.
 - a. Except for fair share fees which are mandatory payroll deductions, payroll deductions for Association membership dues, assessments, fees, and political contributions shall be made in accordance with the teacher's requests for such deduction.
 - b. Optional payroll deduction(s) of the cost of any insurance coverage(s) that is not provided by the Board and which has been authorized by the teacher shall be made from the second pay of each month beginning in September and ending in August of the following year.
 - c. Optional payroll deduction of the cost of tax-sheltered annuities that have been authorized by the teacher shall be made from each pay of each month.

- d. The Board shall continue all payroll deductions provided in the last previous school year, and shall include, but shall not be limited to, the following:
- Credit Union
 - Association Membership Dues and Fees
 - Insurance Deductions
 - Federal Tax
 - State Tax
 - City of residence tax (multiple rate flexibility limited to capabilities of payroll program)
 - Tax-Sheltered Annuities (each teacher shall be allowed the choice of annuity program from the District's approved list)
- e. The District's approved list of tax-sheltered annuity providers shall undergo an annual review by a joint Administration-Association Committee. The committee shall be able to recommend which providers are added to or deleted from the approved list. The committee shall also be able to recommend which third-party or in-house administrator will oversee the annuity program. These recommendations will not be binding on the district.
- f. Payroll deductions required by law or authorized by this Contract are the only deductions which the Treasurer is required to make.
- g. A teacher may terminate payroll deductions as of the next pay date, by providing at least five (5) days written notice to the Treasurer and the recipient of the deducted monies.

B. PAY SCHEDULE

1. Pay Dates –The Contract shall be divided into twenty-four (24) payments in accordance with Article IX., A., 1., and shall be paid on the 15th and 30th of each month, or the last day of the month for February beginning in September of the school year and ending the following August.
2. Direct Deposit – The Board shall require direct deposit (electronic transfer) of paychecks for all employees. The employee will furnish the Treasurer with all depository information needed to complete the direct deposit by the first day of school. Employees may change depository information up to two (2) times during any school year. Any payroll

change will be made within two (2) paychecks after written notice of the change is received by the Treasurer.

3. Mailing of Pay Stubs – The Board shall assume the obligation and the expense for the timely mailing of summer pay stubs. Should the teacher wish to have his/her pay stubs mailed to an address other than the teacher's residential address, said teacher shall provide the Treasurer's Office with an adequate number of pre-addressed envelopes prior to the last day of the school year.
4. Waiver of Past Practices and Procedures – It is expressly agreed by both the Board and the Association that the changes made in Article IX, B., entitled Pay Schedule, are intended to supersede all relevant past practices and procedures regarding implementing of this Article.

C. BASE SALARY AND SALARY SCHEDULES

1. The base salary will increase 2.25% for contract year 2014-2015; 2.25% on the base for contract year 2015-2016.; and 2.0% on the base for contract year 2016-2017.
2. Teacher Salary Index Schedule – The teacher salary index schedule as found at 9.034 Article IX., C., 3., g., herein shall remain in effect during the term of this Contract, and it shall reflect the above base salary. Teachers shall be placed on this schedule in accordance with the following:
 - a. Placement at the 150 hour column shall be made for all teachers who effectively qualify for such placement under the law or at the Superintendent's discretion. The Superintendent shall apply his discretion in a fair, equitable, and consistent manner.
 - b. After the 150 hour column, all undergraduate hours must be related to the field of service provided to the district by the individual member of the bargaining unit.
 - c. All graduate hours in education or related to the field of education from an accredited institution as recognized by the United States Secretary of Education and the Council of Higher Education Accreditation (CHEA) shall qualify for salary schedule movement. Upon written request, the Board shall provide the CHEA list of accredited institutions to teachers for reference.
 - d. Hours, as referred to on the salary schedule, shall be semester

hours or quarter hours after conversion to their equivalent semester hours.

- e. This section applies only to hours earned after April 1, 1984. All current teachers will retain the same status that they held on February 21, 1984, for currently held hours.
- f. Attainment of National Board Certification will result in an annual stipend of two thousand five hundred dollars (\$2,500).
- g. Placement on the salary schedule indices before the 2004-2005 school year will be maintained on the NBC/Masters+45/PhD column throughout the duration of the National Board Certification period for those teachers who hold National Board Certification.
- h. At the conclusion of this National Board Certification period, those bargaining unit members who maintain their National Board Certification will retain their placement on the salary schedule index at the NBC/Masters+45/PhD column.

Bargaining unit members who do not maintain National Board Certification will be placed on the salary index at the appropriate educational level achieved. (Warning: this could result in a lower salary for anyone not attaining the NBC/Masters+45/PhD level of continuing education.)

- i. Any 2003-2004 or earlier candidate for National Board Certification will be placed on the NBC/Masters+45/ PhD column of the salary schedule index upon successful completion of the National Board Certification process, or will receive a \$2500 annual stipend, whichever is higher. Upon expiration of National Board Certification, the rules in Article IX, C., 2., h., shall apply.

3. Supplemental Salary Index – The Supplemental Salary index as found in Article IX, C., 3., h., herein reflects an index for each position relative to the base salary and shall go into effect for all supplemental contracts listed during the contract year.

- a. Creation or Alteration of Supplemental Contracts – The creation of additional supplemental contract positions may be suggested by an administrator or a bargaining unit member. Bargaining unit members may petition for creation of a new supplemental by completing form Application for Creating New Supplemental Position, Article IX, C., 3., e. If new supplemental positions are

created by the administration or after petition by a bargaining unit member, or if the duties connected with an existing position are substantially altered, the pay for the newly created or altered position shall be mutually agreed upon by the Superintendent or designee and the Association President or designee. Once added, a supplemental position shall remain in effect until the termination of this Contract. A revised list of supplementals may be published during each year of the contract at the joint discretion of the Superintendent and the Association President. Such additional supplemental positions and supplemental salary indices shall be added in an Appendix of this Contract. The question of filling a position or not filling a position is a decision that shall remain with the Administration.

- b.** The Board agrees to follow the statutory procedures and requirements in filling supplemental positions.
- c.** All applicants shall submit an application for the desired supplemental position to the building principal and/or a designated administrator. In the event a candidate is not afforded an interview, the building principal or designee will notify the applicant in writing as to the reasons why the interview was not granted.
- d.** All applicants will be notified in writing as to whether or not they will be recommended for the supplemental position.

e. Application for Creating New Supplemental Position

Directions: Complete this form and give one copy to your building principal and another copy to the Association President.

1. Name of Requestor: _____ Building: _____ Date: _____
2. Proposed Supplemental Name/Club/Organization: _____
3. Building(s) served by the supplemental: _____
4. Anticipated number of students involved: _____
5. How often will this group meet? ___ Weekly ___ Monthly Other _____
6. What is the duration of this activity?
___ Entire year ___ One semester Other _____
7. Define the major goals of this group:
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____
8. In addition to meeting with and leading students, what, if any, are other time commitments required of the advisor?
9. Please list any other information you believe useful.
10. If possible, please submit salaries from other districts offering similar supplemental positions.

f. Application for Supplemental Contract
WEST GEAUGA LOCAL SCHOOLS
8615 Cedar Road ~ Chesterland, Ohio 44026 ~ (440) 729-5900

APPLICATION FOR SUPPLEMENTAL CONTRACT

SCHOOL YEAR: _____

NAME _____ **TELEPHONE:** (_____) _____

ADDRESS _____ **CITY** _____ **ZIP** _____

POSITION APPLIED FOR _____
(Please list the position as it appears on the supplemental contract listing)

Have you previously held this position? _____

West Geauga supplemental experience: _____

Qualifications/experience for this position: _____

Are you currently employed by the West Geauga Local Schools? YES NO

If not a West Geauga employee, were you referred by someone currently employed in the school system? If yes, give name: _____

Signature: _____ Date: _____

ADMINISTRATOR'S RECOMMENDATION

I recommend that this applicant be awarded a contract for the abovementioned supplemental position.

Administrator's Signature **Building** **Date**

This position is an all year assignment: YES NO

If not an all year assignment, include start/end dates: Starts: _____ / _____ Ends: _____ / _____

FOR CENTRAL OFFICE USE ONLY

Date Received: _____ BOE Approval Date: _____ Contract Amount: \$ _____

Notes: _____ Rev. 5/05

g. Base Salary Schedule Index

**WEST GEAUGA LOCAL SCHOOLS
TEACHER SALARY INDEX SCHEDULE
2014-2015 (BASE SALARY: \$37,623)**

<u>Exp.</u>	<u>No</u> <u>Degree</u>	<u>BS</u> <u>Degree</u>	<u>150</u> <u>Hours</u>	<u>BS+15</u>	<u>MS</u> <u>Degree</u>	<u>MS+15</u>	<u>MS+30</u>	<u>NBC/PhD/</u> <u>MS+45</u>
0	29,775 0.7914	37,623 1.000	38,191 1.0151	39,053 1.0380	39,914 1.0609	41,637 1.1067	42,495 1.1295	43,353 1.1523
1	30855 0.8201	39162 1.0409	39775 1.0572	40768 1.0836	41931 1.1145	43756 1.1630	44700 1.1881	45637 1.2130
2	31,934 0.8488	40,708 1.0820	41,359 1.0993	42,484 1.1292	43,944 1.1680	45,874 1.2193	46,901 1.2466	47,928 1.2739
3	33,018 0.8776	42,247 1.1229	42,947 1.1415	44,192 1.1746	45,956 1.2215	47,992 1.2756	49,106 1.3052	50,212 1.3346
4	34,094 0.9062	43,786 1.1638	44,531 1.1836	45,908 1.2202	47,973 1.2751	50,110 1.3319	51,306 1.3637	52,503 1.3955
5	35,178 0.9350	45,328 1.2048	46,115 1.2257	47,623 1.2658	49,986 1.3286	52,228 1.3882	53,511 1.4223	54,794 1.4564
6	36,254 0.9636	46,871 1.2458	47,702 1.2679	49,339 1.3114	51,999 1.3821	54,346 1.4445	55,712 1.4808	57,078 1.5171
7	37,337 0.9924	48,410 1.2867	49,286 1.3100	51,051 1.3569	54,015 1.4357	56,465 1.5008	57,917 1.5394	59,429 1.5796
8	38,413 1.0210	49,952 1.3277	50,874 1.3522	52,774 1.4027	56,028 1.4892	58,587 1.5572	60,118 1.5979	61,649 1.6386
9	39,425 1.0479	51,491 1.3686	52,458 1.3943	54,478 1.4480	58,041 1.5427	60,705 1.6135	62,322 1.6565	63,940 1.6995
10	40,573 1.0784	53,033 1.4096	54,042 1.4364	56,190 1.4935	60,054 1.5962	62,823 1.6698	64,523 1.7150	66,111 1.7572
11		54,576 1.4506	55,626 1.4785	57,906 1.5391	62,070 1.6498	64,941 1.7261	66,728 1.7736	68,515 1.8211
12		56,115 1.4915	57,210 1.5206	59,621 1.5847	64,083 1.7033	67,059 1.7824	68,929 1.8321	70,799 1.8818
13		57,657 1.5325	58,797 1.5628	61,333 1.6302	66,096 1.7568	69,177 1.8387	71,134 1.8907	73,090 1.9427
14		59,200 1.5735	60,381 1.6049	63,045 1.6757	68,113 1.8104	71,296 1.895	73,339 1.9493	75,381 2.0036
15		59,200 1.5735	61,995 1.6478	64,760 1.7213	70,126 1.8639	73,414 1.9513	75,539 2.0078	77,676 2.0646
16		59,200 1.5735	61,995 1.6478	64,760 1.7213	72,138 1.9174	75,532 2.0076	77,744 2.0664	79,956 2.1252
20		60,739 1.6144	63,553 1.6892	66,472 1.7668	74,155 1.9710	77,654 2.064	79,945 2.1249	82,236 2.1858
25		62,277 1.6553	65,137 1.7313	68,188 1.8124	76,168 2.0245	79,772 2.1203	82,150 2.1835	84,528 2.2467
31		63,049 1.6758	65,931 1.7524	69,723 1.8532	77,172 2.0512	80,833 2.1485	83,252 2.2128	85,671 2.2771

**TEACHER SALARY INDEX SCHEDULE
2015-2016 (BASE SALARY: \$38,470)**

<u>Exp.</u>	<u>No</u> <u>Degree</u>	<u>BS</u> <u>Degree</u>	<u>150</u> <u>Hours</u>	<u>MS</u> <u>BS+15</u>	<u>Degree</u> <u>MS+15</u>	<u>MS+30</u>	<u>MS+45</u>	<u>NBC/PhD/</u> <u>MS+45</u>
0	30,445 0.7914	38,470 1.000	39,051 1.0151	39,932 1.0380	40,813 1.0609	42,575 1.1067	43,452 1.1295	44,329 1.1523
1	31,549 0.8201	40,043 1.0409	40,670 1.0572	41,686 1.0836	42,875 1.1145	44,741 1.1630	45,706 1.1881	46,664 1.2130
2	32,653 0.8488	41,625 1.0820	42,290 1.0993	43,440 1.1292	44,933 1.1680	46,906 1.2193	47,957 1.2466	49,007 1.2739
3	33,761 0.8776	43,198 1.1229	43,914 1.1415	45,187 1.1746	46,991 1.2215	49,072 1.2756	50,211 1.3052	51,342 1.3346
4	34,862 0.9062	44,771 1.1638	45,533 1.1836	46,941 1.2202	49,053 1.2751	51,238 1.3319	52,462 1.3637	53,685 1.3955
5	35,969 0.9350	46,349 1.2048	47,153 1.2257	48,695 1.2658	51,111 1.3286	53,404 1.3882	54,716 1.4223	56,028 1.4564
6	37,070 0.9636	47,926 1.2458	48,776 1.2679	50,450 1.3114	53,169 1.3821	55,570 1.4445	56,966 1.4808	58,363 1.5171
7	38,178 0.9924	49,499 1.2867	50,396 1.3100	52,200 1.3569	55,231 1.4357	57,736 1.5008	59,221 1.5394	60,767 1.5796
8	39,278 1.0210	51,077 1.3277	52,019 1.3522	53,962 1.4027	57,290 1.4892	59,905 1.5572	61,471 1.5979	63,037 1.6386
9	40,313 1.0479	52,650 1.3686	53,639 1.3943	55,705 1.4480	59,348 1.5427	62,071 1.6135	63,726 1.6565	65,380 1.6995
10	41,486 1.0784	54,227 1.4096	55,258 1.4364	57,455 1.4935	61,406 1.5962	64,237 1.6698	65,976 1.7150	67,599 1.7572
11		55,805 1.4506	56,878 1.4785	59,209 1.5391	63,468 1.6498	66,403 1.7261	68,230 1.7736	70,058 1.8211
12		57,378 1.4915	58,497 1.5206	60,963 1.5847	65,526 1.7033	68,569 1.7824	70,481 1.8321	72,393 1.8818
13		58,955 1.5325	60,121 1.5628	62,714 1.6302	67,584 1.7568	70,735 1.8387	72,735 1.8907	74,736 1.9427
14		60,533 1.5735	61,741 1.6049	64,464 1.6757	69,646 1.8104	72,901 1.895	74,990 1.9493	77,078 2.0036
15		60,533 1.5735	63,391 1.6478	66,218 1.7213	71,704 1.8639	75,067 1.9513	77,240 2.0078	79,425 2.0646
16		60,533 1.5735	63,391 1.6478	66,218 1.7213	73,762 1.9174	77,232 2.0076	79,494 2.0664	81,756 2.1252
20		62,106 1.6144	64,984 1.6892	67,969 1.7668	75,824 1.9710	79,402 2.064	81,745 2.1249	84,088 2.1858
25		63,679 1.6553	66,603 1.7313	69,723 1.8124	77,883 2.0245	81,568 2.1203	83,999 2.1835	86,431 2.2467
31		64,468 1.6758	67,415 1.7524	71,293 1.8532	78,910 2.0512	82,653 2.1485	85,126 2.2128	87,600 2.2771

**WEST GEAUGA LOCAL SCHOOLS
TEACHER SALARY INDEX SCHEDULE
2016-2017 (BASE SALARY: \$39,239)**

<u>Exp.</u>	<u>No</u> <u>Degree</u>	<u>BS</u> <u>Degree</u>	<u>150</u> <u>Hours</u>	<u>MS</u> <u>BS+15</u>	<u>MS</u> <u>Degree</u>	<u>MS+15</u>	<u>MS+30</u>	<u>NBC/PhD/</u> <u>MS+45</u>
0	31,054 0.7914	39,239 1.000	39,832 1.0151	40,730 1.0380	41,629 1.0609	43,426 1.1067	44,320 1.1295	45,215 1.1523
1	32,180 0.8201	40,844 1.0409	41,483 1.0572	42,519 1.0836	43,732 1.1145	45,635 1.1630	46,620 1.1881	47,597 1.2130
2	33,306 0.8488	42,457 1.0820	43,135 1.0993	44,309 1.1292	45,831 1.1680	47,844 1.2193	48,915 1.2466	49,987 1.2739
3	34,436 0.8776	44,061 1.1229	44,791 1.1415	46,090 1.1746	47,930 1.2215	50,053 1.2756	51,215 1.3052	52,368 1.3346
4	35,558 0.9062	45,666 1.1638	46,443 1.1836	47,879 1.2202	50,034 1.2751	52,262 1.3319	53,510 1.3637	54,758 1.3955
5	36,688 0.9350	47,275 1.2048	48,095 1.2257	49,669 1.2658	52,133 1.3286	54,472 1.3882	55,810 1.4223	57,148 1.4564
6	37,811 0.9636	48,884 1.2458	49,751 1.2679	51,458 1.3114	54,232 1.3821	56,681 1.4445	58,105 1.4808	59,529 1.5171
7	38,941 0.9924	50,489 1.2867	51,403 1.3100	53,243 1.3569	56,335 1.4357	58,890 1.5008	60,405 1.5394	61,982 1.5796
8	40,063 1.0210	52,098 1.3277	53,059 1.3522	55,041 1.4027	58,435 1.4892	61,103 1.5572	62,700 1.5979	64,297 1.6386
9	41,119 1.0479	53,702 1.3686	54,711 1.3943	56,818 1.4480	60,534 1.5427	63,312 1.6135	64,999 1.6565	66,687 1.6995
10	42,315 1.0784	55,311 1.4096	56,363 1.4364	58,603 1.4935	62,633 1.5962	65,521 1.6698	67,295 1.7150	68,951 1.7572
11		56,920 1.4506	58,015 1.4785	60,393 1.5391	64,737 1.6498	67,730 1.7261	69,594 1.7736	71,458 1.8211
12		58,525 1.4915	59,667 1.5206	62,182 1.5847	66,836 1.7033	69,940 1.7824	71,890 1.8321	73,840 1.8818
13		60,134 1.5325	61,323 1.5628	63,967 1.6302	68,935 1.7568	72,149 1.8387	74,189 1.8907	76,230 1.9427
14		61,743 1.5735	62,975 1.6049	65,753 1.6757	71,038 1.8104	74,358 1.895	76,489 1.9493	78,619 2.0036
15		61,743 1.5735	64,658 1.6478	67,542 1.7213	73,138 1.8639	76,567 1.9513	78,784 2.0078	81,013 2.0646
16		61,743 1.5735	64,658 1.6478	67,542 1.7213	75,237 1.9174	78,776 2.0076	81,083 2.0664	83,391 2.1252
20		63,347 1.6144	66,283 1.6892	69,327 1.7668	77,340 1.9710	80,989 2.064	83,379 2.1249	5,769 2.1858
25		64,952 1.6553	67,934 1.7313	71,117 1.8124	79,439 2.0245	83,198 2.1203	85,678 2.1835	88,158 2.2467
31		65,757 1.6758	68,762 1.7524	72,718 1.8532	80,487 2.0512	84,305 2.1485	86,828 2.2128	89,351 2.2771

h. Supplemental Salary Schedule

1. Non-Athletics/Department Heads/Steering Teachers Supplemental Schedule

WEST GEAUGA LOCAL SCHOOL DISTRICT
SUPPLEMENTAL CONTRACTS – NON-ATHLETICS
2014-2017

Base Salary		\$37,623	\$38,470	\$39,239
Position	Index Factor	2014-15 Amount	2015-16 Amount	2016-17 Amount
Academic Challenge Tutors 40 hr max (per hr)	0.0006825	25.68	26.26	26.78
Academic Decathlon	0.040	1505	1539	1570
Academic Tutor (per hour)	0.000685	25.77	26.35	26.88
Academic Tutor, Special Ed (per hour)	0.0009	33.86	34.62	35.32
Audio-Visual Computer Advisor (4)	0.054	2032	2077	2119
Anti-Bullying-MS	0.060	2257	2308	2354
Book Club (MS)	0.017	640	654	667
Class Advisor (Freshman)	0.026	978	1,000	1,020
Class Advisor (Sophomore)	0.026	978	1,000	1,020
Class Advisor (Junior)	0.050	1881	1924	1962
Class Advisor (Senior)	0.960	3612	3693	3767
Club Advisors (Latin, Art)	0.030	1,129	1,154	1,177
Club Advisor (MS Foreign Language)	0.025	941	962	981
Club Advisor (World Languages)	0.025	941	962	981
Curio Literary Advisor	0.025	941	962	981
Destination Imagination (District)	0.030	1129	1154	1177
Dramatics (HS)	0.050	1881	1924	1962
Dramatics (MS)	0.050	1881	1924	1962
Dramatics Assistant	0.025	941	962	981
Drama Club (Elementary) (2)	0.030	1129	1154	1177
Elementary Musical (2)	0.050	1881	1924	1962
Elementary Musical Assistant (2)	0.025	941	962	981
Envirothon Advisor	0.030	1129	1154	1177
HUGS	0.025	941	962	981
Instructional Technology Specialists (4)	0.067	2521	2577	2629
Instrumental Music	0.087	3273	3347	3414
Instrumental Music Assistant	0.073	2746	2808	2864
It's Your Move Club (MS)	0.025	941	962	981
Interact Club	0.025	941	962	981

Latin Academic Team	0.040	1505	1539	1570
Lighting and Sound	0.050	1881	1924	1962
Marching Band	0.120	4515	4616	4709
Marching Band Assistant	0.080	3010	3078	3139
Marching Band Auxiliary	0.080	3010	3078	3139
Master Teacher Committee Chair	stipend	250 per year		
Master Teacher Committee Member	stipend	50 per meeting (1)		
Mentor, Level 1 – First Mentee	0.045	1693	1731	1766
Mentor, Level 1 – Second Mentee	0.0225	847	866	883
Mentor, Level 2 - First Mentee	0.0340	1279	1308	1334
Mentor, Level 2 - Second Mentee	0.017	640	654	667
Mentor – Lead	0.060	2257	2308	2354
Mock Trial Coach	0.040	1505	1539	1570
Musical	0.079	2972	3039	3100
Musical Accompanist	0.025	941	962	981
Musical Assistant (HS)	0.040	1505	1539	1570
National Honor Society	0.030	1129	1154	1177
Newspaper (HS)	0.031	1166	1193	1216
Newspaper (MS)	0.031	1166	1193	1216
Overnight Trip not covered by another suppelmental (per night)	stipend	50 per night		
PANDA Club (MS)	0.030	1129	1154	1177
Power of the Pen	0.040	1505	1539	1570
Proficiency Tutor/Academic Coach (per hr)	0.0006825	25.68	26.26	26.78
Science Club (MS)	0.030	1129	1154	1177
Science Olympiad (District) (2)	0.030	1129	1154	1177
Sixth Grade Outdoor Education Director	0.030	1129	1154	1177
Student Council (HS)	0.063	2370	2424	2472
Student Council (MS)	0.063	2370	2424	2472
Student Council (Elementary) (2)	0.040	1505	1539	1570
Teen Institute	0.030	1129	1154	1177
West G TV	0.054	2032	2077	2119
Vocal Music	0.087	3273	3347	3414
Vocal Music Assistant	0.067	2521	2577	2629
Vocal Ensemble (Elementary) (2)	0.030	1129	1154	1177
WAM (Women and Math)	0.030	1129	1154	1177
WEB Masters (Building) (4)	0.054	2032	2077	2119
WGPDC Chairman	stipend	\$1,500 annually		
WGPDC Member	stipend	\$150 per meeting (4)		

Yearbook (HS)	0.080	3010	3078	3139
Yearbook Assistant (HS)	0.060	2257	2308	2354
Yearbook (MS)	0.040	1505	1539	1570
Yearbook Assistant (MS)	0.029	1091	1116	1138
Yearbook (Elementary) (2)	0.035	1317	1346	1373

WEST GEAUGA LOCAL SCHOOL DISTRICT
 SUPPLEMENTAL CONTRACTS – DEPARTMENT HEADS
 2014-2017

The following Department Heads/Steering Teachers will be paid at a rate of 0.01 per person, per department, per building. Total compensation is not to exceed 0.04.

Department Heads:

- Art
- Business
- English
- Foreign Language
- Guidance
- HPE
- Technology
- Family/Consumer Science
- Library
- Math
- Music
- Reading
- Science
- Social Studies
- Special Education
- Sixth Grade

	\$37,623	\$38,470	\$39,239
	2014-15	2015-16	2016-17
Index Factor	Amount	Amount	Amount
0.01	376	385	392
0.02	752	769	785
0.03	1129	1154	1177
0.04	1505	1539	1570

Steering Teachers:

- Kindergarten
- 1st Grade
- 2nd Grade
- 3rd Grade
- 4th Grade
- 5th Grade

i. Athletic Supplemental Schedule

WEST GEAUGA LOCAL SCHOOL DISTRICT
 SUPPLEMENTAL CONTRACTS – ATHLETICS
 2014-2017

SUPPLEMENTAL CONTRACTS -
 ATHLETICS

Base Salary		\$37,623	\$38,470	\$39,239
Position	Index Factor	2014-15 Amount	2015-16 Amount	2016-17 Amount
Fall Faculty Manager	0.100	3762	3847	3924
Winter Faculty Manager	0.100	3762	3847	3924
Spring Faculty Manager	0.090	3386	3462	3532
Faculty Manager/MS	0.104	3913	4001	4081
Head Football	0.190	7148	7309	7455
Asst. Football/HS	0.140	5267	5386	5493
Asst. Football/MS	0.090	3386	3462	3532
Head Boys Basketball	0.180	6772	6925	7063
Asst. Boys Basketball/HS	0.122	4590	4693	4787
Asst. Boys Basketball/MS	0.090	3386	3462	3532
Head Girls Basketball	0.180	6772	6925	7063
Asst. Girls Basketball/HS	0.122	4590	4693	4787
Asst. Girls Basketball/MS	0.090	3386	3462	3532
Head Lacrosse	0.100	3762	3847	3924
Asst. Lacrosse	0.070	2634	2693	2747
Head Wrestling	0.170	6396	6540	6671
Asst. Wrestling/HS	0.112	4214	4309	4395
Asst. Wrestling/MS	0.097	3649	3732	3806
Head Soccer	0.150	5643	5771	5886
Asst. Soccer/HS	0.104	3913	4001	4081
Asst. Soccer/MS	0.078	2935	3001	3061
Head Baseball	0.120	4515	4616	4709
Asst. Baseball/HS	0.085	3198	3270	3335
Asst. Baseball/MS	0.078	2935	3001	3061
Head Track	0.120	4515	4616	4709
Asst. Track/HS	0.085	3198	3270	3335
Asst. Track/MS	0.078	2935	3001	3061
Asst. Track Level 2	0.030	1129	1154	1177

Head Gymnastics	0.120	4515	4616	4709
Asst. Gymnastics/HS	0.085	3198	3270	3335
Head Softball	0.120	4515	4616	4709
Asst. Softball/HS	0.085	3198	3270	3335
Asst. Softball/MS	0.078	2935	3001	3061
Head Volleyball	0.150	5643	5771	5886
Asst. Volleyball/HS	0.104	3913	4001	4081
Asst. Volleyball/MS	0.090	3386	3462	3532
Head Cross Country	0.120	4515	4616	4709
Asst. Cross Country/HS	0.085	3198	3270	3335
Asst. Cross Country/MS	0.078	2935	3001	3061
Head Golf	0.100	3762	3847	3924
Asst. Golf	0.070	2634	2693	2747
Head Tennis	0.100	3762	3847	3924
Asst. Tennis	0.070	2634	2693	2747
Weight Room Coordinator	0.030	1129	1154	1177
Athletic Coordinator/MS	0.042	1580	1616	1648
Cheerleader Advisor/HS	0.060	2257	2308	2354
Cheerleader Advisor/MS	0.040	1505	1539	1570
Intramural/HS	0.070	2634	2693	2747
Intramural/MS (up to four positions per building)	0.010	376	385	392

D. PAY RATE FOR TUTORS

Any teacher working as a tutor shall be paid at the hourly rate of 0.000685 of the base salary.

1. Any teacher working as a special education classroom tutor shall be paid at the hourly rate of 0.00090 of the base salary. Further, special education classroom tutors will receive longevity step increase of \$1.00 per hour for each five (5) years of teaching service in the West Geauga system, such service defined by the Ohio Revised Code.

E. WORK OUTSIDE THE CONTRACTUAL YEAR

Staff members who agree to work outside the contractual year (e.g. curriculum writing) shall be paid at a daily rate equal to 0.0050 of the current base salary.

This does not include extended service which is part of an employee's limited contract.

F. TRAVEL REIMBURSEMENT

When, during the course of their employment, teachers are required to use their vehicles to properly fulfill their assigned duties, they shall be reimbursed at the IRS per mile rate within the school district during the school day. Travel outside the district and/or school day shall be reimbursed at the same rate, but such reimbursement shall be subject to prior authorization for such travel by the Superintendent.

G. SEVERANCE PAY

1. The Board shall grant severance payment pursuant to O.R.C. 124.39 to teachers based on unused accumulated sick leave days subject to the following conditions:
 - a. The teacher must meet the minimum requirements of age and service for retirement in the State Teachers Retirement System of Ohio (on the date on which he/she terminates his service, and must apply for severance pay within 120 days of the date of the termination of service).
 - b. The teacher must file a copy of the retirement application papers with the Treasurer of the Board and write a letter of resignation for retirement purposes to the Board.
 - c. A teacher will not be eligible for severance payment from the West Geauga Local School District if he/she has collected prior severance pay from an employer unit covered by the SERS or OPERS Systems of Ohio.
 - d. Severance payment will be based on one-fourth (1/4) of the teacher's accumulated and unused sick leave days.
 - e. All sick leave days accrued in the West Geauga Local School District and sick leave days that are legally transferable from prior employment shall be used in computing condition Article IX, G., 1., d.
 - f. The number of days as determined in condition Article IX, G., 1., d., shall be multiplied by the per diem rate of the retiring teacher in order to determine the amount of the severance payment. The per diem rate is determined by dividing the

(regular) annual salary (exclusive of extra duty compensation) by the number of days in the adopted calendar for the position.

1. Number of allowable severance days will not increase from current levels for the life of this Contract.
 2. Maximum number of sick leave days to compute severance pay. Computation shall not exceed three hundred (300) days.
- g.** A person who retires and receives severance payment from an employing unit covered by the STRS, SERS, or OPERS Systems of Ohio and later is employed in the West Geauga Local School District shall have the total number of accumulated and unused sick leave days used in the calculation of prior severance payment deducted from his/her total balance of accumulated sick leave days.
- h.** The retiring teacher shall not be eligible for unemployment compensation.
- i.** The teacher must sign for the severance check certifying that all eligibility criteria have been met. Said payment shall be made in a lump sum within one hundred twenty (120) days from the last date of employment or, at the option of the teacher, in two (2) payments: one (1) within one hundred twenty (120) days from the last date of employment and one (1) in the next tax year. If the teacher elects to receive his/her severance pay in two (2) payments, the amount of each payment shall be determined at the option of the teacher. A teacher must indicate in writing at the time of retirement which option of payment he/she wishes to elect.
- j.** Severance payment may be withheld by the Board until all debts and obligations of the retiring teacher due the Board are discharged.

H. EARLY RETIREMENT INCENTIVE

Any bargaining unit member who is or will become eligible for retirement with the State Teachers Retirement System (STRS), as defined in Section Article IX, H., 3., may elect to participate in the early retirement incentive program by providing written notice to the Superintendent's office prior to March 15 in the first year of retirement eligibility.

1. Effective for the duration of this contract, any bargaining unit member who first becomes eligible for retirement during a school year, as defined in Article IX, H., 3., accrues the right to this retirement incentive if he/she actually retires between the end of the school year and July 10 of the school year in which the employee first becomes eligible.

2. Payment of Retirement Incentive

<u>2014-2017 Years of Service</u>	<u>Payment</u>
Based on first year eligibility (Article IX, H., 3.)	\$25,000

3. First eligibility for this retirement incentive will be in the following school years:

- a. A school year that a bargaining unit member turns age 55 and has at least 25 years of service credit; or
- b. A school year that a bargaining unit member achieves 25 years of service and is at least 55 years of age; or
- c. The school year that a bargaining unit member achieves 30 years of service credit.
- d. The Association and the Board agree that in the event the State Teachers Retirement System (STRS) changes eligibility requirements for retirement during this contract, the eligibility requirements contained in this article will match the new STRS requirements.

4. Payment of the retirement incentive and severance pay shall be as follows:

- a. For those retiring in the 2014-2015 school year:
 - 1. One-third (1/3) severance in January, 2016, and one-half (1/2) incentive in August 2015
 - 2. One-third (1/3) severance in January, 2017, and one-half (1/2) incentive in August, 2016
 - 3. One-third (1/3) severance in January, 2018
- b. For those retiring in the 2015-2016 school year:
 - 1. One-third (1/3) severance in January, 2018, and one-half (1/2) incentive in August, 2017
 - 2. One-third (1/3) severance in January, 2019, and one-half (1/2) incentive in August, 2018

3. One-third (1/3) severance in January, 2020
- c. For those retiring in the 2016-2017 school year:
 1. One-third (1/3) severance in January, 2019, and one-half (1/2) incentive in August, 2018
 2. One-third (1/3) severance in January, 2020, and one-half (1/2) incentive in August, 2019
 3. One-third (1/3) severance in January, 2021
- d. Participating staff members who purchase out of state, military service credit, etc., will be required to provide documentation which will serve as proof as to when eligibility to retire occurred. When the purchase of time is involved, eligibility to receive the retirement bonus will only be available until July 10th following the date of purchase.
5. Payments issued under the retirement incentive bonus plan will be exempt from retirement contributions in accordance with Ohio Revised Code.
6. The retirement incentive bonus program ends July 10, 2020

I. CROWD CONTROL ADMISSIONS

Upon request, the Board shall provide two (2) free admissions to each teacher for admission to all sponsored school activities within the regulations established by the Auditor of the State of Ohio.

J. INSURANCES

The Board shall provide an eighty percent (80%) paid insurance package for all members of the bargaining unit and their dependents consisting of comprehensive hospitalization, major medical, prescription, and dental. Part-time employee's benefits shall be pro-rated on the same basis, as is currently the practice. The Board shall provide one hundred percent (100%) paid \$25,000 life insurance for all employees. Employees on maintenance prescription drugs should use the mail-in program. The Board will provide a reimbursable vision program as follows: \$100 per calendar year for employees with single dental coverage and \$200 per calendar year for employees with family dental coverage. For purposes of the vision payment, "family" shall include the tiers titled Family, Employee & Spouse, and Employee & child(ren). Coverage shall meet or exceed the insurance in effect as of December 1, 2002. Comprehensive Major Medical Expense Coverage through a Preferred Provider Organization/Network (PPO) has been added as managed care plan. If

available, individuals shall have the right to purchase and pay for more than \$25,000 life insurance with the same company.

The medical, prescription, and vision carrier and plan for the Board and Association effective January 1, 2014 shall be United Healthcare with the list of benefits or better than stated in Appendix B, 'Your Anthem Benefits, West Geauga Local Schools, Blue Access (PPO) Option 1 Summary of Benefits'. Any modifications which act to lessen the total aggregate of covered benefits in said insurance plan, except those modifications described in ~~Sections 9.105, 9.106~~ Articles IX., J., 5., and J., 6., and Appendix C herein, shall be covered by the Board until the Contract expires, at which time said changes shall be a part of bargaining. (Changes in formulary or PPO doctor members are not a part of the above modifications to covered benefits.)

Dental coverage shall be provided by Anthem Complete PPO plan with the attached list of benefits or better than stated in Appendix B. Any modifications which act to lessen the total aggregate of covered benefits in said insurance plan shall be covered by the Board until the Contract expires, at which time said changes shall be a part of bargaining. (Changes in members of the dental PPO are not a part of the above modifications to covered benefits.)

An ongoing insurance committee shall continue to study available plans and make recommendations to the membership, deal with transitions, issues and complaints, and plan for education of all members of the bargaining unit about the insurance plan benefits. No change in benefits will be made without the recommendation of the insurance committee and a vote of the parties.

1. All teachers employed by regular contract may elect to participate in the medical and/or dental plan according to the following schedule:

	<u>PER MONTH/SINGLE</u>	<u>PER MONTH/FAMILY</u>
0.75 of full-time	full Board contribution	full Board contribution
0.45 to 0.75 full-time	½ Board contribution	½ Board contribution
less than 0.45 full-time	0 Board contribution	0 Board contribution

- a. Teachers scheduled to work nine or more months per year will be eligible for the respective Board contribution for the entire twelve months in accordance with the direction given by the Treasurer's office.
2. The Board shall provide one hundred percent (100%) paid insurance package, either in the form of two single plans or one family plan, for members of the bargaining unit who meet all of the following criteria:

- a) A bargaining unit member legally married to another bargaining unit member, and
 - b) where both are employed prior to June 15, 1998, and
 - c) where both are currently employed.
3. Any bargaining unit member who becomes legally married to another bargaining unit member after June 15, 1998 will receive benefits based upon Article IX, J.
4. Beginning with the 2009 insurance plan year (calendar year), a four tier medical insurance plan will be offered. The tiers are Single, Employee & Spouse, Employee & Child(ren), and Family. Eligible employees who previously enrolled in the Single or Family plans may elect to change their coverage to Employee & Spouse or Employee & Child(ren) during the open enrollment period for the 2009 insurance plan year and subsequent years by completing the appropriate enrollment form(s).
- a. Members will be notified of the rate structure for Single, Employee & Spouse, Employee & Child(ren), and Family medical insurance plans before the conclusion of the open enrollment period each insurance plan year.

For Reference: 2014 Plan Year Rates – Employee 20%

	Current PPO	Alternate PPO
Single	\$124.15	\$103.89
EE + Spouse	\$260.72	\$218.18
EE + Children	\$235.89	\$197.40
Family	\$384.87	\$322.07

- b. For purposes of this agreement “family” as indicated in Article 9.10, Appendix A, Appendix B, and Appendix C shall include the tiers titled Family, Employee & Spouse, and Employee & Child(ren).
5. Beginning with the 2010 insurance plan year (calendar year), an alternate medical insurance plan will be offered. The alternate medical, prescription, and vision carrier and plan for the Board and Association effective January 1, 2014 shall be United Healthcare Alternate Plan, with the list of benefits or better than stated in Appendix C, ‘Your Anthem Benefits, West Geauga Local Schools, Blue Access (PPO) Alternate Plan Summary of Benefits’.

- a. Eligible employees who previously enrolled in the Anthem Blue Cross Plan Blue Access (PPO) Option 1 plan, or those not previously enrolled in the district's medical insurance plan may elect to change their coverage to the United Healthcare Alternate Plan during the open enrollment period for the 2014 insurance plan year and subsequent years by completing the appropriate enrollment form(s).
 - b. Employees shall have the right to enroll in the United Healthcare Plan Option 1 plan during the open enrollment period for any plan year regardless of previous enrollment in the Anthem Blue Access (PPO) Alternate Plan.
 - c. For purposes of this agreement "family" as indicated in Article IX, J., Appendix A, Appendix B, and Appendix C shall include the tiers titled Family, Employee & Spouse, and Employee & Child(ren).
6. Beginning with the 2014 insurance plan year (calendar year), the United Healthcare Option 1 and the United Healthcare Alternate Plan, with the list of benefits or better than stated in Appendix B, 'Your Anthem Benefits, West Geauga Local Schools, Blue Access (PPO) Option 1 Summary of Benefits', and Appendix C, 'Your Anthem Benefits, West Geauga Local Schools, Blue Access (PPO) Alternate Plan Summary of Benefits' shall include a mandatory mail service pharmacy provision for maintenance medications.
- a. The penalty for using a retail pharmacy rather than the mail service pharmacy for maintenance medications shall not exceed 100% of the drugs' discounted retail price.
 - b. Employees may fill a prescription for maintenance medications up to three times at a network retail pharmacy, paying the applicable co-pay, before switching to the mail service pharmacy.

K. HEALTH MAINTENANCE ORGANIZATION

Effective July 1, 2001, all new employees or employees currently on the traditional health plan will only be offered the traditional health plan. Teachers who are currently participating in the Health Maintenance Organization (HMO) program can remain in the program but will not be able to participate in the district's prescription discount drug program unless they elect to participate in the traditional health plan.

1. In the event that the HMO cost for equivalent hospitalization/surgical medical coverage exceeds the cost of hospitalization/surgical medical coverage, the Board's contribution will be limited to the amount paid by the Board for equivalent hospitalization/surgical medical coverage.

L. FLEXIBLE SPENDING ACCOUNT

1. A Plan Design for a Flexible Spending Account shall be offered to Teachers on a voluntary basis to use pre-tax dollars for qualified non-covered medical, dental and vision care expenses including deductibles and coinsurance.
2. A Plan Design for a FSA shall be offered to Teachers on a voluntary basis to use pre-tax dollars to pay for qualified dependent care expenses including, but not limited to babysitting and day care.
3. The FSA Plan Designs shall be administrated by Vantage Financial Group Plan Services, Inc., (VFGPS).
4. VPGPS shall present to Teachers the necessary enrollment forms, materials, and other documents for the purpose of educating Teachers before they decide to enroll in the FSA. VPGPS shall come to the school district to make the needed presentation(s) prior to the annual open enrollment period.
 - a. The Board shall cover all administrative costs including but not limited to set-up fees and ongoing administrative fees.
5. The Teacher shall pay all per participant fees [six dollars (\$6.00) per month for the FSA taking effect January 1, 2007, whether by debit card or standard check reimbursement.
6. It is understood by the parties that implementation of the FSA will continue through December 31, 2010. Prior to this date, the FSA Plan Designs will be reviewed by the joint insurance committee. A recommendation from the joint insurance committee and a vote of the parties to either continue or discontinue offering the FSA shall be made prior to the open enrollment period for the 2011 Plan year.

M. INSURANCE CONTRACTS

The Board shall provide to the Association one (1) copy of each signed contract entered into between the Board and the insurance companies which shall provide the benefits specified in this Contract. Copies of existing contracts shall be provided to the Association within one (1) week of ratification of the Contract by both parties. Copies of contracts subsequently entered into by the Board

shall be provided within one (1) week after they are received.

N. DESCRIPTION OF PLAN BENEFITS

Within thirty (30) days following the signing of this Contract and thereafter as amendments in coverages are made, each teacher shall receive a plan description for each insurance benefit provided by the Board as it is available from the insurance company.

O. STRS PICKUP

The Board herewith agrees to pickup (assume and pay) contributions to the State Teachers Retirement System on behalf of the teachers on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each teacher shall equal the amount he/she is required to STRS to pay into his/her account. The teacher's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
2. The pickup percentage shall apply uniformly to all members of the bargaining unit.

P. SUBSTITUTE TEACHER PAY

A substitute teacher shall be paid no less than 0.0025 of the base salary (\$94.06 – 2014-2015) (\$96.18 2015-2016) (\$98.10 – 2016-2017) per day.

1. Long Term Substitute Pay - Teachers employed as a substitute with an assignment to one (1) specified teaching position shall be paid at the daily substitute rate determined in Article IX, P., for the first thirty (30) days of their long-term assignment. After said number of days in one (1) assignment, Long Term Substitutes shall be placed on the Teacher Salary Index Schedule in accordance with Article IX, C., 2., a. through Article IX., C., 2., i., with an experience level from BS + 0 to BS + 5 years maximum, depending upon years of experience.
 - a. Long Term Substitutes who are former regular employees of the West Geauga Local School District shall be paid at the daily substitute rate as determined in Article IX, P., for not more than the first thirty (30) days of their assignment to one (1) specified teaching position. After said number of days, former West Geauga Local School district regular employees shall be placed on the Teacher Salary Index Schedule in accordance with Article IX, C., 2., a. through Article IX., C., 2., i., with an experience level of BS + 0 to BS + 5 years maximum,

depending upon years of experience.

Q. CLASSROOM COVERAGE BY TEACHERS

The Board agrees to pay the rate of twenty-five dollars (25.00) per hour at the elementary schools and twenty-five dollars (25.00) per class period at the middle school and high school for classroom coverage by teachers.

R. REHIRING A RETIRED WEST GEAUGA TEACHER

Any bargaining unit member who wishes to retire contingent upon being rehired to the same position may indicate same in writing to the Superintendent by March 15. The Superintendent will notify the bargaining unit member of his/her intent to recommend the rehire to the Board pending a public hearing no later than May 15. If that bargaining unit member is recommended by the Superintendent for the position being requested, said bargaining unit member shall earn seventy percent (70%) of the annual salary held upon their retirement for each year that they are rehired based on the teacher salary schedule at the appropriate training level and shall receive all the other rights and benefits of the contract between the Association and the Board, except that the bargaining unit member shall receive only a one (1) year contract. Employment in subsequent years shall be at the discretion of the Board. Also, the bargaining unit member shall not be eligible for additional severance pay unless he/she works five (5) years.

For transition purposes, this section will take effect thirty (30) days after ratification by the parties.

ARTICLE X – EFFECTS OF THE CONTRACT

A. NO REPRISALS

There shall be no reprisals taken against the teachers for action taken relative to negotiations, membership representation, holding office in the Association, for the formal filing of a grievance, for utilizing any benefit of this Contract, and/or for holding membership in the Association.

B. AMENDMENT

This Contract represents the full understanding and commitment between the parties. This Contract may be added to, deleted from, or otherwise changed only by an amendment in writing properly signed and adopted by each party.

C. SEVERABILITY

If any provision of this Contract or any application of this Contract to any teacher or group of teachers shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. LEGAL RIGHTS

Nothing in this Contract shall deny any teacher rights or privileges that are granted to said teachers by the Ohio Revised Code or any other statute or law.

1. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.
2. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Contract and Ohio statutes.

E. INDIVIDUAL CONTRACTS

All individual contracts entered into between a teacher and the Board shall be consistent with the terms and conditions of this Contract.

Article X., Compensation for bargaining unit positions shall not exceed those rates set forth in this Contract except as agreed to by the parties to this Contract.

F. DUPLICATION AND DISTRIBUTION

1. Distribution – As soon as is reasonably possible after the parties have formally ratified this Contract, but not later than thirty (30) days after the parties have proofread and executed the final draft, the Association shall have copies of the Contract printed and distributed to each teacher. Teachers hired thereafter shall also be furnished with a copy of the Contract upon employment.
2. Cost of Preparation and Printing – The Board shall pay all costs associated with printing and distribution of the Contract.

G. TOTAL AGREEMENT

The parties acknowledge that this Contract constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

H. DURATION

This contract shall remain in force from July 1, 2014, through 11:59 PM June 30, 2017.

The parties to this Contract signed this date August 13, 2014.

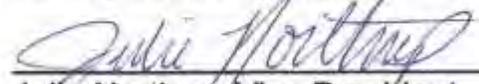
FOR THE ASSOCIATION



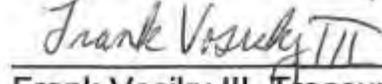
Thomas Booth, President



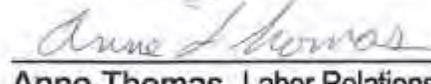
Bill Bryan, Chairperson



Julie Northup, Vice President

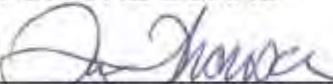


Frank Vosiky III, Treasurer



Anne Thomas, Labor Relations Consultant

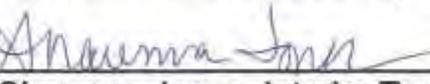
FOR THE BOARD



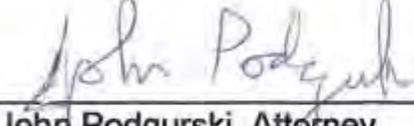
Dan Thoreson, President



Michael Nutter, Interim-Superintendent



Shawna Jones, Interim-Treasurer



John Podgurski, Attorney

APPENDIX A



YOUR BENEFITS Benefit Summary

Ohio - Choice Plus
Traditional - 10/100% Plan 21T Modified

We know that when people know more about their health and health care, they can make better informed health care decisions. We want to help you understand more about your health care and the resources that are available to you.

- **myuhc.com®** – Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and much, much more.
- **24-hour nurse support** – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card.
- **Customer Care telephone support** – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

PLAN HIGHLIGHTS

Types of Coverage	Network Benefits	Non-Network Benefits
Annual Deductible		
Individual Deductible	No Annual Deductible	\$300 per year
Family Deductible	No Annual Deductible	\$600 per year

- > Member Copayments do not accumulate towards the Deductible.
- > All Individual Deductible amounts will count toward the family Deductible, but an individual will not have to pay more than the individual Deductible amount.

Out-of-Pocket Maximum		
Individual Out-of-Pocket Maximum	\$1,000 per year	\$2,000 per year
Family Out-of-Pocket Maximum	\$2,000 per year	\$4,000 per year

- > Member Copayments do not accumulate towards the Out-of-Pocket Maximum.
- > All individual Out-of-Pocket Maximum amounts will count toward the family Out-of-Pocket Maximum, but an individual will not have to pay more than the individual Out-of-Pocket Maximum amount.

Warning: If you or your family members are covered by more than one health care plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and Hospitals, and it may be impossible to comply with both plans at the same time. Before you enroll in this plan, read all the rules very carefully and compare them with the rules of any other plan that covers you or your family.

Benefit Plan Coinsurance - The Amount We Pay		
	100% Deductible does not apply.	80% after Deductible has been met.

This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Certificate of Coverage (COC), the COC shall prevail. It is recommended that you review your COC for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

OHXGM21T11 Modified

Item#	Benefit Accumulator	Rev. Date	
XXX-XXXX	Calendar Year	1011_rev02	Base/Sep/Emb/8155

Benefits are underwritten by UnitedHealthcare Insurance Company

Prescription Drug Benefits

Prescription drug benefits are shown under separate cover.

Information on Benefit Limits

- > The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis.
- > All Benefits are reimbursed based on Eligible Expenses. For a definition of Eligible Expenses, please refer to your Certificate of Coverage.
- > When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category.

MOST COMMONLY USED BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
Primary Physician Office Visit	100% after you pay a \$10 Copayment per visit.	80% after Deductible has been met.
Specialist Physician Office Visit	100% after you pay a \$10 Copayment per visit.	80% after Deductible has been met. Prior Authorization is required for Genetic Testing - BRCA.

- > In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: CT, PET, MRI, MRA, Nuclear Medicine; Pharmaceutical Products; Scopic Procedures; Surgery; Therapeutic Treatments.

Covered Health Services include but are not limited to:

Primary Physician Office Visit	100%, Copayments and Deductibles do not apply.	80% after Deductible has been met.
Specialist Physician Office Visit	100%, Copayments and Deductibles do not apply.	
Lab, X-Ray or other preventive tests	100%, Copayments and Deductibles do not apply.	

The total amount payable for screening mammography performed within the State of Ohio shall not exceed 130% of the lowest Medicare reimbursement rate in Ohio for screening mammography or a component of screening mammography. For Network Benefits, you are not responsible for any amount. For non-Network Benefits, you are only responsible for deductibles and Copayments and/or Coinsurance up to the total amount payable.

The health care reform law provides for coverage of certain preventive services, based on your age, gender and other health factors, with no cost-sharing. The preventive care services covered under this section are those preventive services specified in the health care reform law. United-Healthcare also covers other routine services as described in other areas of this summary, which may require a copayment, coinsurance or deductible. Always refer to your plan documents for your specific coverage.

	100% after you pay a \$35 Copayment per visit.	80% after Deductible has been met.
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- > In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: CT, PET, MRI, MRA, Nuclear Medicine; Pharmaceutical Products; Scopic Procedures; Surgery; Therapeutic Treatments.

ADDITIONAL CORE BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
Ambulance Services (Non-Emergency)		
Ground Ambulance	100% Deductible does not apply.	100% Deductible does not apply.
Air Ambulance	100% Deductible does not apply. <i>Prior Authorization is required for non-emergency ambulance.</i>	100% Deductible does not apply. <i>Prior Authorization is required for non-emergency ambulance.</i>
Congenital Heart Disease (CHD) Surgeries		
	100% Deductible does not apply.	80% after Deductible has been met. <i>Prior Authorization is required.</i>
Dental Services - All except Orthodonty		
Benefits are limited as follows:	100% Deductible does not apply.	100% Deductible does not apply.
	<i>Prior Authorization is required.</i>	<i>Prior Authorization is required.</i>
Diabetes		
Diabetes Self Management and Training Diabetic Eye Examinations/Foot Care	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
Diabetes Self Management Items	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under Durable Medical Equipment and in the Outpatient Prescription Drug Rider.	<i>Prior Authorization is required for Durable Medical Equipment in excess of \$1,000.</i>
Durable Medical Equipment		
Benefits are limited as follows: A single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years. This limit does not apply to wound vacuums.	100% Deductible does not apply.	80% after Deductible has been met. <i>Prior Authorization is required for Durable Medical Equipment in excess of \$1,000.</i>
Hearing Aids		
Benefits are limited as follows: \$2,500 per year and are limited to a single purchase (including repair/replacement) per hearing impaired ear every three years.	100% Deductible does not apply.	80% after Deductible has been met.
Physical Therapy		
Benefits are limited as follows: 90 visits per year	100% Deductible does not apply.	80% after Deductible has been met. <i>Prior Authorization is required.</i>

ADDITIONAL CORE BENEFITS

YOUR BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
Hospice Care	100% Deductible does not apply.	100% Deductible does not apply. <i>Prior Authorization is required for Inpatient Stay.</i>
Lab Testing and Diagnostic Imaging For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.	100% Deductible does not apply.	80% after Deductible has been met.
Lab Testing - Outpatient	100% Deductible does not apply.	80% after Deductible has been met.
X-Ray and Other Diagnostic Testing - Outpatient		<i>Prior Authorization is required for sleep study.</i>
Lab Testing and Major Diagnostic (CT, PET, MRI, MRA and Nuclear Medicine) - Outpatient	100% Deductible does not apply.	80% after Deductible has been met. <i>Prior Authorization is required.</i>
Outpatient Therapy	100% Deductible does not apply.	80% after Deductible has been met.
Benefits are limited as follows:		
Pharmacy - Outpatient Services This includes medications administered in an outpatient setting, in the Physician's Office, or in a Covered Person's home.	100% Deductible does not apply.	80% after Deductible has been met.
Physician Fees for Surgical and Medical Services	100% Deductible does not apply.	80% after Deductible has been met.
Pregnancy - Maternity Services	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary. For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.	<i>Prior Authorization is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.</i>
Prosthetic Devices Benefits are limited as follows: A single purchase of each type of prosthetic device every three years.	100% Deductible does not apply.	80% after Deductible has been met.
Reconstructive Procedures	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	<i>Prior Authorization is required.</i>

ADDITIONAL CORE BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
Physical Therapy, Occupational Therapy, Speech Therapy, and Cognitive Rehabilitation Services		
<p>Benefits are limited as follows:</p> <ul style="list-style-type: none"> 12 visits of Manipulative Treatments 20 visits of physical therapy 20 visits of occupational therapy 20 visits of speech therapy 20 visits of pulmonary rehabilitation 35 visits of cardiac rehabilitation 30 visits of post-cochlear implant aural therapy 20 visits of cognitive rehabilitation therapy 	100% after you pay a \$10 Copayment per visit.	80% after Deductible has been met.
<i>Prior Authorization is required for Certain Services.</i>		
Diagnostic Scopic Procedures (Preventive Care Excludes)		
<p>Diagnostic scopic procedures include, but are not limited to:</p> <ul style="list-style-type: none"> Colonoscopy Sigmoidoscopy Endoscopy <p>For Preventive Scopic Procedures, refer to the Preventive Care Services category.</p>	100% Deductible does not apply.	80% after Deductible has been met.
Rehabilitation Facility, Inpatient Rehabilitation Facility Services		
<p>Benefits are limited as follows:</p> <ul style="list-style-type: none"> 60 days per year 	100% Deductible does not apply.	80% after Deductible has been met.
<i>Prior Authorization is required.</i>		
Surgery - Outpatient		
	100% Deductible does not apply.	80% after Deductible has been met.
<i>Prior Authorization is required for certain services.</i>		
Therapeutic Treatment - Outpatient		
<p>Therapeutic treatments include, but are not limited to:</p> <ul style="list-style-type: none"> Dialysis Intravenous chemotherapy or other intravenous infusion therapy Radiation oncology 	100% Deductible does not apply.	80% after Deductible has been met.
<i>Prior Authorization is required for certain services.</i>		
Transplantation Services		
	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p> <p>For Network Benefits, services must be received at a Designated Facility.</p> <p><i>Prior Authorization is required.</i></p>	
		<i>Prior Authorization is required.</i>

ADDITIONAL CORE BENEFITS

YOUR BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
Benefits are limited as follows: 1 exam every 2 years	100% after you pay a \$10 Copayment per visit.	80% after Deductible has been met.

Types of Coverage	Network Benefits	Non-Network Benefits
Cancer/Abnormal Pap Smears/Colorectal Cancer		
Participation in a qualifying clinical trial for the treatment of: Cancer or other life-threatening disease or condition Cardiovascular (cardiac/stroke) Surgical musculoskeletal disorders of the spine, hip	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary. <i>Prior Authorization is required. This prior authorization requirement does not apply to cancer clinical trials.</i>	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary. <i>Prior Authorization is required. This prior authorization requirement does not apply to cancer clinical trials.</i>
Mental Health Services		
	Inpatient: 100% Deductible does not apply. Outpatient: 100% after you pay a \$10 Copayment per visit.	Inpatient: 80% after Deductible has been met. Outpatient: 80% after Deductible has been met. <i>Prior Authorization is required for certain services.</i>
Neurobiological Disorders – Autism Spectrum Disorder Services		
	Inpatient: 100% Deductible does not apply. Outpatient: 100% after you pay a \$10 Copayment per visit.	Inpatient: 80% after Deductible has been met. Outpatient: 80% after Deductible has been met. <i>Prior Authorization is required for certain services.</i>
Substance Use Disorder Services		
	Inpatient: 100% Deductible does not apply. Outpatient: 100% after you pay a \$10 Copayment per visit.	Inpatient: 80% after Deductible has been met. Outpatient: 80% after Deductible has been met. <i>Prior Authorization is required for certain services.</i>

This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Certificate of Coverage (COC), the COC shall prevail. It is recommended that you review your COC for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

MEDICAL EXCLUSIONS

It is recommended that you review your COC for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

Alternative Treatments

Acupuncture; acupuncturists; aromatherapy; hypnosis; massage therapy; reflexology; art therapy; music therapy; dance therapy; horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in Section 1 of the COC.

Oral

Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Policy, limited to: Transplant preparation; prior to initiation of immunosuppressive drugs; the direct treatment of acute traumatic injury, cancer or cleft palate. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include: extraction, restoration and replacement of teeth; medical or surgical treatments of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental braces (orthodontics). Treatment of congenitally missing, malpositioned, or supernumerary teeth, even if part of a Congenital Anomaly.

Prosthetic Devices and Appliances

Devices used specifically as safety items or to effect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part. Examples include foot orthotics and some types of braces, including over-the-counter orthotic braces. Cranial bending. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; anurals alarm; non-wearable external defibrillator; trusses and ultrasonic nebulizers. Devices and computers to assist in communication and speech except for speech aid devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment in Section 1 of the COC. Oral appliances for snoring. Repairs to prosthetic devices due to misuse, malicious damage or gross neglect. Replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

Prescription

Prescription drug products for outpatient use that are filed by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by us), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required for an Emergency Medical Condition and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.

Experimental or Investigational and Unproven Services and Treatments

Experimental or Investigational and Unproven Services and all services related to Experimental or Investigational and Unproven Services are excluded. The fact that an Experimental or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition. Refer to External Independent Review for Terminal Conditions in Section 6 of the COC for exceptions to this exclusion. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC.

Routine

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in Section 1 of the COC. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Treatment of subluxation of the foot. Shoes; shoe orthotics; shoe inserts and arch supports.

MEDICAL EXCLUSIONS CONTINUED

Prescribed or non-prescribed medical supplies and disposable supplies.

Examples include: compression stockings, ace bandages, gauze and dressings, urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in Section 1 of the COC.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in Section 1 of COC.
- Ostomy supplies for which Benefits are provided as described under Ostomy Supplies in Section 1 of the COC.

Tubing and masks, except when used with Durable Medical Equipment as described under Durable Medical Equipment in Section 1 of the COC.

Experimental/Investigational/Unproven Services

These exclusions do not apply to outpatient Mental Health Services and biologically based mental illness as described under Mental Health Services in Section 1 of the COC. Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatments for V-code conditions as listed within the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep disorders, sexual dysfunction disorders, feeding disorders, neurological disorders and other disorders with a known physical basis. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilias. Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills, and primary communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental retardation and autism spectrum disorder as a primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Benefits for autism spectrum disorder as a primary diagnosis are described under Neurobiological Disorders - Autism Spectrum Disorder Services in Section 1 of the COC. Services or supplies for the diagnosis or treatment of Mental illness, that, in the reasonable judgment of the Mental Health/Substance Use Disorder Designer, are any of the following:

- Not consistent with generally accepted standards of medical practice for the treatment of such conditions.
- Not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental.
- Not consistent with the Mental Health/Substance Use Disorder Designer's level of care guidelines or best practices as modified from time to time.
- Not clinically appropriate for the patient's Mental illness or condition based on generally accepted standards of medical practice and benchmarks.

Experimental/Investigational/Unproven Services - Autism Spectrum Disorder

Services as treatments of sexual dysfunction and feeding disorders as listed in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Any treatments or other specialized services designed for Autism Spectrum Disorder that are not backed by credible research demonstrating that the services or supplies have a measurable and beneficial health outcome and therefore considered Experimental or Investigational or Unproven Services. Mental retardation as the primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills and primary communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association and which are not a part of Autism Spectrum Disorder. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilias. Intensive behavioral therapies such as applied behavioral analysis for Autism Spectrum Disorder. Services or supplies for the diagnosis or treatment of Mental illness that, in the reasonable judgment of the Mental Health/Substance Use Disorder Designer, are any of the following:

- Not consistent with generally accepted standards of medical practice for the treatment of such conditions.
- Not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental.
- Not consistent with the Mental Health/Substance Use Disorder Designer's level of care guidelines or best practices as modified from time to time.
- Not clinically appropriate for the patient's Mental illness or condition based on generally accepted standards of medical practice and benchmarks.

Exclusions

Individual and group nutritional counseling. This exclusion does not apply to medical nutritional education services that are provided by appropriately licensed or registered health care professionals when both of the following are true:

- Nutritional education is required for a disease in which patient self-management is an important component of treatment.
- There exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.

Enteral feedings, even if the sole source of nutrition. Infant formula and donor breast milk. Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements and other nutrition-based therapy. Examples include supplements, electrolytes, and foods of any kind (including high protein foods and low carbohydrate foods).

Exclusions

Television; telephonic; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers; batteries and battery chargers; breast pumps (This exclusion does not apply to breast pumps for which Benefits are provided under the Health Resources and Services Administration (HRSA) requirement); car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; exercise equipment; home modifications such as elevators, handrails and ramps; hot tubs; humidifiers; Jacuzzis; mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; stair lifts and stair glides; strollers; safety equipment; treadmills; vehicle modifications such as van lifts; video players, whirlpools.

Exclusions

Cosmetic Procedures. See the definition in Section 9 of the COC. Examples include: pharmacological regimens, nutritional procedures or treatments. Scar or tattoo removal or revision procedures (such as laserablation, chemosurgery and other such skin abrasion procedures). Skin abrasion procedures performed as a treatment for acne. Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple. Treatment for skin wrinkles or any treatment to improve the appearance of the skin. Treatment for spider veins. Hair removal or replacement by any means. Replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Note: Replacement of an existing breast implant is considered reconstructive if the initial breast implant followed mastectomy. See Reconstructive Procedures in Section 1 of the COC. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded. Wigs regardless of the reason for the hair loss.

Exclusions

Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including routine, long-term or maintenance/preventive treatment. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from injury, stroke, cancer, Congenital Anomaly or Autism Spectrum Disorders. Outpatient cognitive rehabilitation therapy except as Medically Necessary following a post-traumatic brain injury or cerebral vascular accident. Psychosurgery. Sex transformation operations and related services. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be medical or dental in nature. Upper and lower jawbone surgery, orthognstic surgery, and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for Covered Persons because of a Congenital Anomaly, acute traumatic injury, dislocation, tumors, cancer, obstructive sleep apnea or as necessary to safeguard a Covered Person's health due to a non-dental physiological impairment. Surgical and non-surgical treatment of obesity. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Breast reduction except as coverage is required by the Women's Health and Cancer Rights Act of 1998 for which Benefits are described under Reconstructive Procedures in Section 1 of the COC. In vitro fertilization regardless of the reason for treatment.

Exclusions

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography.

MEDICAL EXCLUSIONS CONTINUED

Infertility

Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization.

Services Required by Law

Health services for which other coverage is required by federal, state or local law to be purchased or provided through other arrangements. Examples include coverage required by workers' compensation or similar legislation. If coverage under workers' compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, Benefits will not be paid for any injury, sickness, or Mental illness that would have been covered under workers' compensation or similar legislation had that coverage been elected. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. This exclusion does not apply if you have continued coverage during a call to military duty as described under Continuation of Coverage During Military Service in Section 4 of the COC. Health services while on active military duty. This exclusion does not apply if you have continued coverage during a call to military duty as described under Continuation of Coverage During Military Service in Section 4 of the COC.

Psychiatric Services

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclozoline, or their equivalents. Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Services or supplies for the diagnosis or treatment of alcoholism or substance use disorders that, in the reasonable judgment of the Mental Health/Substance Use Disorder Designer, are any of the following:

- Not consistent with generally accepted standards of medical practice for the treatment of such conditions.
- Not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental.
- Not consistent with the Mental Health/Substance Use Disorder Designer's level of care guidelines or best practices as modified from time to time.
- Not clinically appropriate for the patient's substance use disorder or condition based on generally accepted standards of medical practice and benchmarks.

Transplants

Health services for organ and tissue transplants, except those described under Transplantation Services in Section 1 of the COC. Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs that are directly related to organ removal are payable for a transplant through the organ recipient's Benefits under the Policy.) Health services for transplants involving permanent mechanical or animal organs.

Travel

Health services provided in a foreign country, unless required as Emergency Health Services. Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at our discretion. This exclusion does not apply to ambulance transportation for which Benefits are provided as described under Ambulance Services in Section 1 of the COC.

Hospice Care

Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain. Custodial care or maintenance care; domiciliary care; Private Duty Nursing; Respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are provided as described under Hospice Care in Section 1 of the COC. Rest cure; services of personal care attendants; Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

Contact Lenses

Purchase cost and fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as Intacs corneal implants). Eye exercises or vision therapy. Surgery that is intended to allow you to see better without glasses or other vision correction. Examples include radial keratotomy, laser, and other refractive eye surgery.

Bone anchored hearing aids except when either of the following applies: For Covered Persons with craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid. For Covered Persons with hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid. More than one bone anchored hearing aid per Covered Person who meets the above coverage criteria during the entire period of time the Covered Person is enrolled under the

MEDICAL EXCLUSIONS CONTINUED

Policy. Repairs and/or replacement for a bone anchored hearing aid for Covered Persons who meet the above coverage criteria, other than for malfunctions.

Covered Health Services

Health services and supplies that do not meet the definition of a Covered Health Service - see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following: Medically Necessary; described as a Covered Health Service in Section 1 of the COC and Schedule of Benefits; and not otherwise excluded in Section 2 of the COC. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments that are otherwise covered under the Policy when: required solely for purposes of school, sports or camp, travel, career or employment, insurance, marriage or adoption; related to judicial or administrative proceedings or orders; conducted for purposes of medical research; (This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC); required to obtain or maintain a license of any type. Health services received after the date your coverage under the Policy ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Policy ended. This exclusion does not apply when coverage is extended as described under Extended Coverage If You Are an Inpatient in Section 4 of the COC. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Policy. In the event a non-Network provider waives Copayments, Coinsurance and/or any deductible for a particular health service, no Benefits are provided for the health service for which the Copayments, Coinsurance and/or deductible are waived. Charges in excess of Eligible Expense or in excess of any specified limitation. Long term (more than 30 days) storage. Examples include cryopreservation of tissue, blood and blood products, Autopsy. Foreign language and sign language services. Health services related to a non-Covered Health Service. When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services we would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.

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YOUR BENEFITS
Benefit Summary
Outpatient Prescription Drug

Ohio
 10/15/30 Plan 0F5 Modified

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List (PDL) Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3. Find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging on to www.myuhc.com or calling the Customer Care number on your ID card.

Annual Drug Deductible - Network and Non-Network

Individual Deductible No Deductible
Family Deductible No Deductible

Out-of-Pocket Drug Maximum - Network and Non-Network

Individual Out-of-Pocket Maximum No Out-of-Pocket Drug Maximum
Family Out-of-Pocket Maximum No Out-of-Pocket Drug Maximum

Tier Level	Retail Up to 31-day supply		*Mail Order Up to 90-day supply
	Network	Non-Network	Network
Tier 1	\$10	\$10	\$25
Tier 2	\$15	\$15	\$37
Tier 3	\$30	\$30	\$75

* Only certain Prescription Drug Products are available through mail order; please visit www.myuhc.com or call Customer Care at the telephone number on the back of your ID card for more information.

Note: If you purchase a Prescription Drug Product from a Non-Network Pharmacy, you are responsible for any difference between what the Non-Network Pharmacy charges and the amount we would have paid for the same Prescription Drug Product dispensed by a Network Pharmacy.

This summary of Benefits is intended only to highlight your Benefits for Outpatient Prescription Drug Products and should not be relied upon to determine coverage. Your plan may not cover all of your Outpatient Prescription Drug expenses. Please refer to your Outpatient Prescription Drug Rider and Certificate of Coverage for a complete listing of services, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the Outpatient Prescription Drug Rider or the Certificate of Coverage, the Outpatient Prescription Drug Rider and Certificate of Coverage shall prevail.

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 Item# Rev. Date
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Benefits are underwritten by UnitedHealthcare Insurance Company

Other Important Information about your Outpatient Prescription Drug Benefits

You are responsible for paying the lower of the applicable Copayment and/or Coinsurance or the retail Network Pharmacy's Usual and Customary Charge, or the lower of the applicable Copayment and/or Coinsurance or the mail order Network Pharmacy's Prescription Drug Cost.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging sizes, or based on supply limits. Supply limits apply to Specialty Prescription Drug Products whether obtained at a retail pharmacy or through a mail order pharmacy.

Some Prescription Drug Products or Pharmaceutical Products for which Benefits are described under the Prescription Drug Rider or Certificate are subject to step therapy requirements. This means that in order to receive Benefits for such Prescription Drug Products or Pharmaceutical Products you are required to use a different Prescription Drug Product(s) or Pharmaceutical Product(s) first.

Also note that some Prescription Drug Products require that you obtain prior authorization from us in advance to determine whether the Prescription Drug Product meets the definition of a Covered Health Service and is not Experimental, Investigational or Unproven.

If you require certain Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from the Designated Pharmacy, you will be subject to the Non-Network Benefit for that Prescription Drug Product.

You may be required to fill an initial Prescription Drug Product order and obtain one refill through a retail pharmacy prior to using a mail order Network Pharmacy.

PHARMACY EXCLUSIONS

Exclusions from coverage listed in the Certificate apply also to this Rider. In addition, the exclusions listed below apply.

Exclusions

- Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
- Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which is less than the minimum supply limit.
- Prescription Drug Products dispensed outside the United States, except as required for emergency treatment.
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Experimental, Investigational or Unproven Services and medications, medications used for experimental indications and/or dosage regimens determined by us to be experimental, investigational or unproven. This exclusion does not apply to Prescription Drug Products that have been approved by the U.S. Food and Drug Administration (FDA), but have not been approved by the FDA to be lawfully marketed for the proposed use. If the Prescription Drug Product has been recognized as safe and effective for treatment of a particular indication in one or more of the standard medical reference compendia adopted by the United States Department of Health and Human Services under 42 U.S.C. 1395b(j)(2), as amended or in the medical literature listed below. Contact us for details. Two articles from major peer-reviewed professional medical journals have recognized, based on scientific or medical criteria, the drug's safety and effectiveness for treatment of the indication for which it has been prescribed. No article from a major peer-reviewed professional medical journal has concluded, based on scientific or medical criteria, that the drug is unsafe or ineffective or that the drug's safety and effectiveness cannot be determined for the treatment of the indication for which it has been prescribed. Each article meets the uniform requirements for manuscripts submitted to biomedical journals established by the International Committee of Medical Journal Editors or is published in a journal specified by the United States Department of Health and Human Services as acceptable peer-reviewed medical literature.
- Prescription Drug Products furnished by the local, state or federal government. Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
- Prescription Drug Products for any condition, injury, sickness or mental illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar law, whether or not a claim for such benefits is made or payment or benefits are received.
- Any product dispensed for the purpose of appetite suppression or weight loss.
- A Pharmaceutical Product for which benefits are provided in your Certificate. This exclusion does not apply to Depo Provera and other injectable drugs used for contraception.
- Durable Medical Equipment, Prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and insulin spaces specifically stated as covered.
- General vitamins, except the following which require a Prescription Order or Refill: prenatal vitamins, vitamins with fluoride, and single entry vitamins.
- Unit dose packaging of Prescription Drug Products.
- Medications used for cosmetic purposes.
- Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that we determine do not meet the definition of a Covered Health Service.
- Prescription Drug Products as a replacement for a previously dispensed Prescription Drug Product that was lost, stolen, broken or destroyed.
- Prescription Drug Products when prescribed to treat infertility.
- Prescription Drug Products for smoking cessation.
- Compound drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration (FDA) and requires a Prescription Order or Refill. Compound drugs that are available as a similar commercially available Prescription Drug Product. (Compound drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier 3.)
- Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless we have designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drug Products that are available in over-the-counter form or compound of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that we have determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate benefits for a Prescription Drug Product that was previously excluded under this provision.
- Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and assigned to a tier by our PDL Management Committee.
- Growth hormone for children with familial short stature (short stature based upon heredity and not caused by a diagnosed medical condition).

PHARMACY EXCLUSIONS CONTINUED

- Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, even when used for the treatment of Sickness or Injury.
- A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- A Prescription Drug Product that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Certain Prescription Drug Products that have not been prescribed by a Specialist Physician.

Benefits are underwritten by United-Healthcare Insurance Company

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APPENDIX B – INSURANCE PLAN SUMMARY

Your Anthem Benefits



West Geauga Local Schools
Blue AccessSM (PPO) Option 1 - Current Plan
Summary of Benefits, Effective 01/01/2010

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	None	\$300/\$600
Out-of-Pocket Limit (Single/Family)	\$1,000/\$2,000	\$2,000/\$4,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> • allergy injections (PCP and SCP) • allergy testing • routine and non-routine mammograms (regardless of outpatient setting) • diabetic education (regardless of outpatient setting) • certain medical nutritional therapy (regardless of outpatient setting) • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-melanoma related Ultrasounds 	\$10/\$10 \$5 No copayment/coinsurance \$10 \$10 \$10 No copayment/coinsurance	20% 20% 20% 20% 20% Not Covered 20%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams <ul style="list-style-type: none"> • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility 	\$10/\$10 No copayment/coinsurance	20% 20%
Emergency and Urgent Care <ul style="list-style-type: none"> • Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) • Urgent Care Center Services 	\$75 \$35	\$75 \$35
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	No copayment/coinsurance	20%
Inpatient Facility Services Unlimited days except for: <ul style="list-style-type: none"> • 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 90 days Network/Non-Network combined for skilled nursing facility 	No copayment/coinsurance	20%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> • Surgery and administration of general anesthesia 	No copayment/coinsurance	20%
Other Outpatient Services (including but not limited to): <ul style="list-style-type: none"> • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy) • Durable Medical Equipment and Orthotics (Network/ Non-network combined) \$4,000 benefit maximum (excluding Prosthetic Devices and Medical Supplies) • Prosthetic Devices \$4,000 benefit maximum • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services 	No copayment/coinsurance No copayment/coinsurance No copayment/coinsurance	20% No copayment/coinsurance No copayment/coinsurance

West Geauga Local Schools - Blue Access 3.0 PPO Benefit Summary - Current Plan (continued)

Covered Benefits	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Physical therapy: 20 visits Occupational therapy: 20 visits Manipulation therapy: 12 visits Speech therapy: 20 visits 	\$10/\$10 No copayment/coinsurance	20% 20%
Behavioral Health Services	Copayments/Coinsurance based on setting where covered services are received	Copayments/Coinsurance based on setting where covered services are received
Human Organ and Tissue Transplants¹ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No copayment/coinsurance	50%
Prescription Drugs² Network Tier structure equals 1/2/3 (and 4, if applicable) <ul style="list-style-type: none"> Network Retail Pharmacies: (30-day supply) Includes diabetic test strip Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip Mandatory mail after 3 retail fills for maintenance medication Medicare Rx - Wrap Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	\$10/\$15/\$30 \$25/\$37/\$75	50%, min \$30 ³ Not covered
Lifetime Maximum (Combined Network and Non-network)⁴	\$5 million	\$5 million

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age to the end of the calendar year which the child attains age 19; or to the end of the calendar year which the child attains age 25 if the child qualifies as a full-time student.
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and aesthetic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year

¹These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

²We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.

³Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

⁴If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.

⁵Ex non-network diabetic/aesthetic supplies not covered except diabetic test strips.

⁶Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

West Geauga Local Schools - Blue Access 3.0 PPO Benefit Summary - Current Plan (continued)

Precertification:

- *Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.*

Pre-existing Exclusion Period: None

Exceptions (subject to medical policy guidelines)

- *Plan would provide coverage for sexual dysfunction.*

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

APPENDIX C – ALTERNATE INSURANCE PLAN SUMMARY

Your Anthem Benefits



West Geauga Local Schools
Blue AccessSM (PPO) - Alternate Plan
Summary of Benefits, Effective 01/01/2010

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$500/\$1,000	\$1,000/\$2,000
Out-of-Pocket Limit (Single/Family)	\$1,500/\$3,000	\$3,000/\$6,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: • allergy injections (PCP and SCP) • allergy testing • routine and non-routine mammograms (regardless of outpatient setting) • diabetic education (regardless of outpatient setting) • certain medical nutritional therapy (regardless of outpatient setting) • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds	\$25/\$25 \$5 10% \$25 \$25 10%	30% 30% 30% 30% 30% Not Covered 30%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility	\$25/\$25 10%	30% 30%
Emergency and Urgent Care • Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) • Urgent Care Center Services	\$75 \$35	\$75 \$35
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	10%	30%
Inpatient Facility Services Unlimited days except for: • 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 90 days Network/Non-Network combined for skilled nursing facility	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	10%	30%
Other Outpatient Services (including but not limited to): • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy) • Durable Medical Equipment and Orthotics (Network/ Non-network combined) \$4,000 benefit maximum (excluding Prosthetic Devices and Medical Supplies) • Prosthetic Devices \$4,000 benefit maximum • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	10% 10% 10%	30% 10% 10%

**West Geauga Local Schools - Blue Access 3.0 PPO Benefit Summary -
Alternate Plan (continued)**

Covered Benefits	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> Physician Home and Office Visits (PCR/ISCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Physical therapy: 20 visits Occupational therapy: 20 visits Manipulation therapy: 12 visits Speech therapy: 20 visits 	\$25/\$25 10%	30% 30%
Behavioral Health Services	Copayments/Coinsurance based on setting where covered services are received	Copayments/Coinsurance based on setting where covered services are received
Human Organ and Tissue Transplants⁵ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No copayment/coinsurance	50%
Prescription Drugs⁶ Network Tier structure equals 1/2/3 (and 4, if applicable) <ul style="list-style-type: none"> Network Retail Pharmacies: (30-day supply) Includes diabetic test strip Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip Mandatory mail after 3 retail fills for maintenance medication. Medicare Rx - Wrap Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	\$10/\$30/\$60 \$25/\$75/\$150	50%, min \$30 ⁷ Not covered
Lifetime Maximum (Combined Network and Non-network)⁸	\$5 million	\$5 million

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Ages: to the end of the calendar year which the child attains age 19; or to the end of the calendar year which the child attains age 25 if the child qualifies as a full-time student.
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCF is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthma supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year

¹These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

²We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.

³Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

⁴If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.

⁵Re non-network diabetic/asthma supplies not covered except diabetic test strips.

⁶Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

**West Geauga Local Schools - Blue Access 3.0 PPO Benefit Summary -
Alternate Plan (continued)**

Recertification:

- *Members are encouraged to always obtain prior approval when using non-network providers. Recertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.*

Pre-existing Exclusion Period: None

Exceptions (subject to medical policy guidelines)

- *Plan would provide coverage for sexual dysfunction.*

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Ohio Teacher Evaluation System

Self-Assessment

Self-Assessment Summary Tool

Name _____

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities in the far-right column.

Standard	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			
Standard 4: Instruction	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			
Standard 5: Learning Environment	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students 			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

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 measurable 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	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
	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>	<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.</p>	<p>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>	<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>
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>
<p>Evidence</p>					

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p style="text-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>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</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 creates a learning environment that allows for little or no communication or engagement with families.</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>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>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</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>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>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>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</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>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>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>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</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 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>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>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p style="text-align: center;">ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<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 does not provide students with feedback about their learning.</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>Students receive occasional or limited feedback about their performance from the teacher.</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 provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</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> <p>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.</p>
	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				

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers’ evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p align="center">Annual Focus</p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center">Date</p> <p align="center">Record dates when discussed</p>	<p align="center">Areas for Professional Growth supports needed, resources, professional development</p> <p align="center">Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p>Goal 1: Student Achievement/Outcomes for Students</p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		
<p>Goal 2 : Teacher Performance on the Ohio Standards for the Teaching Profession</p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

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

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

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

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

Improvement Plan (continued)**Section 3: Specific Plan of Action**

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

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Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____

Grade Level/
Subject: _____

School year: _____ Building: _____

Date of Evaluation: _____

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

Post Conference Planning

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.
 - 1.
 - 2.
 - 3.
- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.
 - 1.
 - 2.
 - 3.

Four Key Elements of the Instructional Post-Conference

Conducting the Post-Conference: To be discussed at Day 3 Training prior to conducting the post-conference

1. Introduction/Greeting/Establish Length
 - Review Conference Process
 - General Impression Question
 - “How do you think the lesson went?”
2. Reinforcing the Teacher
 - Identify an area of Reinforcement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
3. Refining the Teacher’s Skill:
 - Identify an area of Refinement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
 - Give a recommendation for future practice
4. Present evidence and rating connected to the rubric

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- “Gotcha” opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers’ summative performance rating: *ineffective, developing, skilled or accomplished*.

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

Informally Observe As Often As You Can

The principal’s presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon*.

Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

Make Time to Follow Up

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

Teacher Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

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

Informal Observation: Open-Ended Form

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

Evaluator Name: ____ Time Walkthrough Begins: Time Walkthrough Ends:

TIMES	OBSERVATIONS

Evaluator Summary Comments:

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.